

CHENNAI METRO RAIL LIMITED



Request for Proposal for Licensing of Kiosks Spaces at all 32 Metro Stations along Corridor-I &II of Phase-I

(BD/KS/RFP/04)

MARCH– 2017

Chennai Metro Rail Limited

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**Request for Proposal for Licensing of
Kiosks Spaces at all 32 Metro Stations along
Corridor I &II of Phase 1**

Name and address of the Bidder to whom issued:

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Date of issue

Issued by

Cost of RFP document: Hard Copy: *Rs 15,000/- (Rupees Fifteen thousand only) inclusive of TNVAT*, Soft Copy: *Rs12,000/- (Rupees Twelve thousand only) inclusive of TNVAT which is non-refundable*

DISCLAIMER

- I. This request for proposal (RFP Document) for “contains brief information about the Kiosks Spaces, Qualification Requirements and the Selection process for the successful bidder. The purpose of the RFP document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).
- II. The information (‘Information’) contained in this RFP Document or subsequently provided to interested parties (the “Bidder(s)), in writing by or on behalf of Chennai Metro Rail Limited. (CMRL) is provided to Bidder(s) on the terms and conditions set out in the RFP Documents and any other terms and conditions subject to which such information is provided.
- III. This RFP Document does not purport to contain all the information that each Bidder may require. This RFP Document has been prepared with a view to provide the relevant information about the Kiosks Spaces at all 32 metro stations of Phase I available with CMRL. CMRL advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this RFP Document and to obtain independent advice from appropriate sources. CMRL, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this RFP Document.
- IV. Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the CMRL immediately by the Bidders. If CMRL receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP document.
- V. Any character or requirement for the Kiosks Spaces, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This RFP Document is not an agreement, offer or invitation by CMRL to any other party. The terms for development of Kiosks Spaces and the right of the successful Bidder, shall be as set out in separate agreements executed between CMRL and the successful Bidder broadly in the format setout herein.
- VII. CMRL reserves the right to accept or reject any or all Bids without giving any reasons thereof. CMRL shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP Document.
- VIII. CMRL reserves the rights to cancel the entire bidding process without assigning any reasons and to recall again at its discretion with same terms or otherwise and parties offered proposal is not entitled any sort of claims in this regard.

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CHAPTER 1

1 INTRODUCTION

1.0 Chennai Metro Rail Limited (CMRL) is a joint venture of the Government of India (GoI) and the Government of Tamil Nadu (GoTN) for the construction of Metro Rail in the Chennai city with loan assistance from Japan International Co-operation Agency (JICA). The total length is 45 km (Phase 1 of the Chennai Metro Rail Project).

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

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

Stage 1 — From Koyambedu to St.Thomas Mount

Stage 1A – From Airport to Little Mount

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

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

CHAPTER 2

2 NOTICE INVITING BID

2.1. The Station is easily accessible by road, Airport, sub-urban railway network and metro network from all parts of Chennai. It is proposed to grant Licensing Rights for commercial uses, as detailed in this document, approximately 10 sq mtrs of area per KIOSK at locations in Street / Concourse level as is available.

2.2. CMRL invites sealed Bids from suitable Bidders who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India or a combination of above in the form of Joint Venture (JV) or Consortium, etc. for selection of a Licensee to grant Licensing Rights of Kiosks Spaces at all 32 Metro Stations along Corridor I & II of Phase-Ion “*as is where is basis*” for commercial activities except banned list of usages as detailed in Annexure-10.

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

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

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

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

2.4. Salient features of Bidding Process:

- a. CMRL has adopted a single-stage two packets Bidding Process for selection of a successful bidder to grant Licensing Rights for the commercial activities inside Kiosks Spaces at all 32 Metro Stations of Phase-I. The Bidder shall also submit with his Financial Bid an interest free EMD for **Rs. 9,00,000 (Rupees Nine Lakhs Only)**. The interest free EMD shall be in the form of a Demand Draft drawn on any Indian Scheduled Bank/ Indian Branch of foreign bank in favour of “Chennai Metro Rail Limited” payable at Chennai. ***The RFP Application shall be summarily rejected if it is not accompanied with interest free EMD.*** The interest free EMD of the selected Bidder shall be adjusted against the Interest Free Security Deposit as per terms and conditions of the License Agreement. The interest free EMD of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. If the selected bidder withdraws his Bid at any stage, his Interest free EMD amount shall be forfeited by CMRL.
- b. Bidders are expected to carry out extensive survey of CMRL premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. CMRL shall provide necessary permission and assistance to the prospective Bidders in this regard.
- c. Schedule of Bidding Process

Sale of Tender Documents to Bidders	07.03.2017 to 02.04.2017 (on all working days between 10.00-17.00 hrs)
Date of Pre Bid Meeting	15.03.2017 on 11:00 hrs at CMRL Office-Koyambedu Admin Building
Last Date of Receipt of Pre-Bid Queries	18.03.2017 up to 17:00 hrs
CMRL Reply to Pre-Bid Queries	22.03.2017
Date & Time of Submission of Sealed Bids	Latest by 15.00 hrs on 03.04.2017
Date & Time of Opening of Technical Bids	15.15hrs on 03.04.2017
Date & Time of Opening of Financial Bids	Shall be notified separately
Validity of Bids	180 days from bid submission date

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

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

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

2.5 Request for Proposal Document (non-transferable) can be obtained from the O/o- General Manager (P&BD), CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107. . Cost of RFP Application Fees (Non-refundable) are Rs. 12,000/- (Rupees Twelve Thousand only) including TNVAT for downloaded document and Rs. 15,000/- (Rupees Fifteen Thousand only) is including TNVAT for purchased document. RFP Document cost shall be submitted in the form of Demand Draft drawn on any Indian Scheduled Bank in favour of “Chennai Metro Rail Limited” payable at Chennai.

RFP document can also be downloaded from CMRL’s website www.chennaiemtorail.org and may be submitted along with document cost at the time of submission of RFP bids. ***RFP bids submitted without cost of RFP document by the bidders, who have downloaded the RFP document from CMRL’s website, shall be out rightly rejected. Late/ delayed RFP bid received after the stipulated date and time of submission of RFP bid shall also be rejected out rightly.*** Pre Bid queries and any clarification with respect to tender can be forwarded to gmpd.cmrl@tn.gov.in **and queries received after scheduled date shall not be replied.**

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

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

CHAPTER 3

3.0 ELIGIBILITY CRITERIA FOR RFP BIDDERS

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

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

A) have sum of Average Annual Turnover of Rs. 3,00,00,000/- (Rupees Three Crores only Bidder must) in immediately preceding three completed financial years as on date of notice for invitation of Bid on CMRL website to become eligible for Bid.. Food related business bidder should have FSSAI or HACCP certificates. For Pharmacy related business; bidders should have proof of securing a Drug License, Registration with the State Drugs Standard Control Organization / Central Drugs Standard Control Organization etc.

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

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

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

- a) The Certificate(s) from its statutory auditors with its Bid providing the information sought in clause 3.2 as per format given in Annexure-4.
- b) Audited financial statements including Gross Turnover, Balance Sheet, Profit

Loss Account, etc. for immediate preceding 3 (three) completed financial years. If audited financial statement for the last completed year is not available, the Bidder shall furnish a certificate from a statutory auditor in this regard.

- c) Food related business bidder should have FSSAI or HACCP certificates, to submit the same along with the tender document.
- d) For Pharmacy related business bidders should have proof of securing a Drug License, Registration with the State Drugs Standard Control Organization / Central Drugs Standard Control Organization etc
- e) Previous tenant records/ agreement.
- f) an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, duly initialed and stamped by the Authorized representative/ bidder.

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

CHAPTER 4

4.0 TERMS AND CONDITIONS

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

4.2 CMRL reserves its right to withdraw a few stations or locations approved from the License Rights. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall vacate the premises of such stations within a period of 30 days from such intimation. The tenure of the license period shall be co-terminus with this license agreement.

4.3 It is proposed to give 10 sq m per Kiosk area for Package II (approximately) which are being offered for licensing rights. The vacant Kiosks Space as mentioned in Annexure-1, shall be handed over on “as is where is basis” within 15 days from the date of receipt of full payment as stipulated in Letter of Acceptance.

4.4 The License Fee per Month per sq m area of Kiosks Space shall be as quoted by the Licensee in Bid Form. The rates of License fee and conditions for other licensed spaces based on technical feasibility shall be derived as follows:

- a) The rate applicable for Bare Space shall be 100% of the rate applicable for Kiosks Space as on that date if the bare space is used only for parking and utilities purpose.

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

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

4.8 Area of Kiosks Spaces specified in RFP document is approximate. Actual area shall be measured at the time of handing over of the area. If there is any variation in area the License Fees shall be charged on pro-rata/ actual area basis. The actual area of Kiosks Spaces and bare Spaces for which license fee shall be chargeable, shall worked out based on following criteria :

- a) Measurement of actual area of Kiosks Spaces: Actual area of Kiosks Spaces shall be the area of built up Spaces worked out based on outer dimensions of the

covered area excluding the area covered by the columns (including finishing), vent shafts, utility ducts, public toilets, common corridors and passages, staircases and balconies which are not being used for commercial activities.

- b) Measurement of actual area of Bare Spaces: Actual area of bare Spaces shall be the area of clear Spaces available in open/ semi-covered Spaces.
- c) In case of difference of opinion as to the quantum of actual area, stand of CMRL will be final and binding. The licensee voluntarily and unequivocally agrees not to seek any claim compensation or any other consideration on this account.

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

4.10 Access in the CMRL system shall be through Smart Card as per prevailing charges. All the Licensee's personnel shall be required to possess ID card while working in CMRL's premises.

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

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

4.13 Tenure of License Agreement:

- a. Licensing Rights of Kiosks Space shall be for a period of 7 (Seven) years, unless otherwise terminated by CMRL or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of commencement of License fees. Based on the first seven years performance, extension may be granted for a further period of 3 (three) years but only on mutually agreed terms and conditions. CMRL reserves the sole right not to give any further extension.

The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non-extension of license by the CMRL.

- b. The licensee shall have option to exit from the License Agreement only after issue of six month prior notice to CMRL. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
- c. If the licensee is exiting the License Agreement without issuing 6 months' notice, the interest free Security Deposit shall be forfeited by CMRL besides recovering other dues if any and Licensee shall not make any dispute or make any claims in this regard.
- d. No partial surrender of Kiosks Space individual shop shall be permissible.
- e. License period of stations handed over subsequently will be co-terminus with the License period of the first station handed over.

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

4.15 The Licensee has to do the interiors (including MEP and Safety requirements) of the Licensed Spaces on his own with approval from CMRL of the proposal.

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

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

4.18 The power supply connection released for commercial activity shall be from Electrical Loads available from CMRL power network. However, if additional electrical load is required by the Licensee, the same may be arranged by CMRL based on feasibility. Licensee may provide split ACs only in elevated stations, if required, at his own cost conforming to detailed specifications attached at Annexure-11(A). Installation of Air-

Conditioner at underground Metro Stations is not permitted. CMRL underground station inside premises has provision of ECS (Environment Control System) facility is available. Licensee has to pay Monthly AC charges of Rs.120/ Sq Mtrs of actual area licensed to the Licensor. The same shall be escalated on compounding basis by 7.5% per annum.

4.19 For any addition & alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments. CMRL shall restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. All other liaising, risk & cost in this regard shall be borne solely by the Licensee.

4.20 The necessary fire protection system for existing accommodation has been provided by CMRL. Fire Alarm System with internal fire safety arrangements like sprinklers, smoke detectors etc., within the Licensed Space to be done by the Licensee.

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

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

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

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

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

CHAPTER 5

5.0 SUBMISSION AND EVALUATION OF BIDS BY BIDDERS

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

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

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

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

5.5. **Interest free EMD:** RFP Bidders have to deposit, along with its Bid, a refundable interest free EMD for **Rs. 9,00,000/- (Rupees Nine Lakhs Only)**. The Interest free EMD shall be payable in the form of a Demand Draft drawn on any Indian Scheduled Bank in favour of "Chennai Metro Rail Limited" payable at Chennai. The bid offer shall be valid for a period not less than 180 days from bid submission date. The interest free EMD of the selected Bidder shall be adjusted against the Interest Free Security Deposit due as per the License Agreement. The interest free EMD of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The RFP Bid shall be summarily rejected if it is not accompanied by the Interest free EMD. If the selected bidder withdraws his bid at any stage, his Interest free EMD amount shall be forfeited by CMRL.

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

5.7. The documents including this RFP and all attached documents, provided by CMRL shall remain or become the properties of CMRL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for

preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and CMRL shall not return to the Bidders any Bid, document or any information provided along therewith.

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

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

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

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

- a) made a complete and careful examination of the bidding documents;
- b) received all relevant information from CMRL;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of CMRL relating to any of the matters referred to in RFP document;
- d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from CMRL, or a ground for

termination of the License Agreement by the Licensee;

- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

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

5.14. Amendment of RFP

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

5.15. Preparation and Submission of Bids

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

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

5.16. The Bid shall contain following envelopes:

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

5.17. Sealing and Marking of Applications: Bidder shall submit the Application in the formats specified in Annexure-2 together with the documents specified above and seal it in an envelope and mark the envelope as “RFP Bid Document for Licensing Rights in CMRL Kiosks Spaces at all 32 Metro Stations of Phase I Metro Stations.”

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

“General Manager (Planning and Business Development)”,

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai- 600 107”

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

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

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

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

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

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

5.26. After evaluation of Bids, Letter of Acceptance (“LOA”) shall be issued, in duplicate, by CMRL to the Selected Bidder and the Selected Bidder shall, within 15 (Fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, CMRL may, unless it consents to extension of time for submission thereof, appropriate the Interest free EMD of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

5.27. Successful Bidder is required to deposit half yearly Advance Licensee Fee along with the required Interest Free Security Deposit within fifteen days (15) from receipt of Letter of Acceptance, failing which Letter of Acceptance shall stand cancelled and amount of interest free EMD shall be forfeited by CMRL. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

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

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

5.30 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising CMRL in relation to or matters arising out of, or concerning the Bidding Process. CMRL shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. CMRL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or CMRL or as may be required by law or in connection with any legal process.

CHAPTER 6

6.0 MISCELLANEOUS

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

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

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

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

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

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

a) License Agreement

b) RFP Document;

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

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

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

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

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

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

Annexure-1

Details of Kiosks Spaces offered stations at Twenty Metro Stations of Phase I

Package-II: Sweets, Bakery items and Confectioneries, Pharmacy

S.No	Station Name	Level	Code	Area (in Sq.m)/ Kiosk
1	Koyambedu	STREET	SKO-KS4-01	10
2	CMBT	CONCOURSE	SCM-KS4-01	
3	Arumbakkam	STREET	SAR-KS4-01	
4	Vadapalani	STREET	SVA-KS4-01	
5	Ashok Nagar	CONCOURSE	SAN-KS4-01	
6	Ekkattuthangal	STREET	SSI-KS4-01	
7	Alandur	STREET	SAL-KS4-01	
8	St.Thomas Mount	STREET	SMM-KS4-01	
9	Little Mount	STREET	SLI-KS4-01	
10	Guindy	CONCOURSE	SGU-KS4-01	
11	Nanganallur Road	STREET	SOT-KS4-01	
12	Meenambakkam	CONCOURSE	SME-KS4-01	
13	Chennai Airport	STREET	SAP-KS4-01	
14	Thirumangalam	CONCOURSE	STI-KS4-01	
15	Anna Nagar Tower	CONCOURSE	SAT-KS4-01	
16	Anna Nagar East	CONCOURSE	SAE-KS4-01	
17	Shenoy Nagar	CONCOURSE	SSN-KS4-01	
18	Pachaippa's College	CONCOURSE	SPC-KS4-01	
19	Kilpauk Medical College	CONCOURSE	SKM-KS4-01	
20	Nehru Park	CONCOURSE	SNP-KS4-01	

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

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

Note-3: The Kiosk Spaces of remaining 12 UG metro stations shall be handed over as and when ready.

Note-4: All Kiosks Spaces can be utilized for any activity except the activities specified in banned list as per Annexure-10.

Note-5: Bidders who propose to download and use this Bid document are required to collect the location plans for the above Kiosks Spaces from the office of the GM/P&BD, CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107., between 1000 hrs to 1700 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The plans are to be duly signed and submitted along with the Bid

Letter Comprising the RFP Bid

(On Official letterhead of the Bidder)

No:

Dated:

General Manager/P & BD

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai – 600107.

Tamil Nadu

Sub: RFP bid for Licensing Rights of Kiosks Spaces at all 32 Metro Stations along Corridor I &II of Phase I

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in Kiosks Spaces on fixed License Fees basis in all 32 Metro Stations of Phase I. The Bid is unconditional and unqualified.

1. I/ We acknowledge that CMRL shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to CMRL any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/ We acknowledge the right of CMRL to reject our Bid without assigning any reason or otherwise and hereby waive, our right to challenge the same on any account whatsoever.

4. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents,

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

(b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any Bid or request for proposal issued by or any agreement entered into with CMRL; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

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

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

13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by CMRL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.

14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I/ We have studied all the Bidding Documents carefully and also surveyed the CMRL Kiosks Spaces. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents

or information provided to us by CMRL or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.

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

17. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.

18. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

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

20. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement. To comply with all applicable laws, regulations including labour laws and indemnify CMRL fully against any issues arising out of noncompliance of applicable laws.

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

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

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

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

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

document from CMRL's website)

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

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

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

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

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

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

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

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

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

Yours

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

Date: Place:

General Information of the Bidder

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

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

* Specify whether Lead Member / Ordinary Member

Signature

(Name of the Authorised Signatory)

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

Place:

Date:

Annexure-4

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

We have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the Gross Annual turnover of M/s _____ (Name of the Applicant) from the Business of alone in the last 3 completed financial years is Rs. - _____.

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

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

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

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

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

Power of Attorney of Bidder

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

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

For

Accepted

_____ (Signature)

(Name, Title and Address) of the Attorney

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 30fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

A. Financial Proposal Submission Form (Cover 3)

Date

To

The General Manager (P & BD).

Chennai Metro Rail Limited (CMRL)

Admin Building, CMRL Depot,

Poonamallee High Road,

Koyambedu, Chennai – 600107.

Dear Sirs:

We, the undersigned, pleased to provide our financial proposal for RFP for Licensing of Kiosks Space for Package II at all 32 Metro Stations along Corridor No. 1 &2:

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Authorised Signatory: _____

Name of Firm/ Agency: _____

Address:

Bid Form

(To be submitted by the Bidder on his Letterhead)

Name of the Bid: Bid for Licensing of Kiosks Space at all 32 Metro Stations of Phase I for package II_____.

Period of License: Seven (7) years.

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

Sl.No	Package	Description	Total Area (in Sqm) Y	Reserve Price (per sqm. Per month)	Licensee Fee (per sqm. Per month) INR (both in figures and words) Z	Total License fees per month (both in figures and words) Y x Z
1	II	Sweets, Bakery items and Confectioneries ,Pharmacy	320	2,650		

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

Consortium Agreement/Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at Chennai on this _____ day of _____, 2017.

BETWEEN

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

AND

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

AND

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

Whereas Chennai Metro Rail Limited (hereinafter referred to as 'CMRL') has invited Bids

for the “Licensing of Kiosks Spaces& bare Spaces at all 32 Metro Stations of Phase I stations” in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by CMRL for participating in the bid by the Consortium for which the Bid has been floated by CMRL.

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

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

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing of Kiosks Spaces& bare Spaces at all 32 Metro Stations of Phase I” in terms of the Bid invited by Chennai Metro Rail Limited., (CMRL).

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by CMRL for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid “Kiosks Spaces& bare Spaces”. “Kiosks Spaces& bare Spaces” in case the Consortium turns out to be the successful bidder in the bid being invited by CMRL for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of Kiosks Space at all 32 Metro Stations of Phase I”.

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

as may be necessary for this purpose.

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

(i) The Lead Member shall have per cent (___%) of shareholding with reference to the Consortium for this specified license agreement.

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

6. That in case to meet the requirements of bid documents or any other stipulations of CMRL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

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

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

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

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

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.

Affidavit

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

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

1. I say that I am the authorised signatory of.(insert name of company/ consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.

2. I say that I have submitted information with respect to our eligibility for Chennai Metro Rail Limited (hereinafter referred to as “CMRL”) Request For Proposal (‘RFP’) for licensing of Kiosks Spaces (hereinafter referred to as “Kiosks Spaces”) in all 32 Metro Stations of Phase I stations and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by CMRL to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by CMRL.

4. I say that if any point of time including the License period, in case CMRL requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of CMRL.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at _____ (place), on this the _____ day of 2017.

DEPONENT

Undertaking for Responsibility

On Rs. 100/- stamp paper duly notarized.

As a lead member of the consortium of ____ companies – namely(Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with CMRL in respect of Licensing of Kiosks Spaces:-

1. That, we Solely undertake that (Name of the Company/consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Kiosks Spaces at all 32 Metro Stations 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 more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the 7 (Seven) years license period.
4. We also confirm that our consortium was made on Dt.,_____ for seeking, licensing rights of CMRL Kiosks Spaces at all 32 Metro Stations and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

Witness _____ 1.

LIST OF USAGES BANNED/ NEGATIVE LIST

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

Rules and Guidelines for Release of Electric Power (in all 32 Metro Stations of Phase I)

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of CMRL at stations. Availing power supply from outside agencies in CMRL is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available CMRL power network, which is reliable having adequate redundancy.
3. Licensee may provide split ACs at his own cost conforming to detailed specifications attached at Annexure-11 (A).
 - a) Electric Power available at low voltage switch gear room in one of the feeder at Main Panel, internal distribution with metering arrangement to be done Licensee with prior approval from CMRL.
 - b) CMRL provides power supply and the actual consumption charges to be paid to CMRL based on rates prescribed by the TANGEDCO on time to time basis.
4. Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source **at LT** room to nearest point) as per standard specifications.
5. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electric meter, connected software, etc. shall be sole property of CMRL. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
6. Power Supply will be given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.
7. During tenure of temporary power supply Rs.100/- per week per KW or part thereof shall be charged over and above applicable tariffs.

Specification of Air Conditioner

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 &2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anti-corrosive primer paint phosphate and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test

conditions.

7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.

8 Galvanized sheet shall conform to IS:277/2003.

9 Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.

10. Refrigerant used shall be Freon-22.

11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.

12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr shall show no damage.

13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.

14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.

15. Outdoor units noise level to be within 70+/-5db at 1 meters distance.

16. Layout plan of locating outdoor and indoor AC units with interconnecting copper pipes to be submitted to CMRL for approval.

17. Proper barricading of Outdoor units should be provided so that it will not cause any inconvenience to commuters.

18. Responsibility of safeguarding indoor, outdoor units with copper refrigerant pipes lies with Licensee and CMRL is not responsible for any damage/ theft of the same.

19. The condensate drains from various indoor units to be properly interconnected to reach the station main drain such that it doesn't litter around station premises.

20. The Licensee to make good of the walls while breaking for any installation of copper/ drain pipes.

21. Installation of pipes, Insulation and cables beyond 6.0 Mtrs, if required:

- i. Suction line copper pipe of 0.70mm thickness.
- ii. Liquid line copper pipe of 0.70mm thickness.
- iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
- iv. Drain pipe (15mm dia flexible PVC pipe).
- v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.

22. Installation: Location of ODU is to be finalized after approval from CMRL. The installation at site shall comprise the following work:

- i. Mounting/Fitting indoor & outdoor units at the respective locations.
- ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
- iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
- iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
- v. Leak testing the entire system.
- vi. Charging Refrigerant gas in the unit.
- vii. Suitable electric wiring between indoor and outdoor, up to switch AT location of indoor unit. Switch/Socket/Plug is also included.

SPECIFICATIONS FOR ELECTRICAL WORKS

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

occasion only when Licensee pays necessary penalty as per TANGEDCO norms and removes excess load. On the subsequent occasion, CMRL reserves the rights to revoke the license and forfeited the interest free security deposit.

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

PLANS OF KIOSKS SPACES

Note: The location plans have not been uploaded on web site due to security concerns. However, location plan shall be part of the Bid document if the same is purchased from the CMRL and if the Bidders desires to submit their Bid after downloading the Bid Document from the website of CMRL, they may collect the location plans for the Kiosks Spaces and bare Spaces from the office of the General Manager (P & BD), CMRL, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai – 600107, between 1000 hrs to 1700 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder. The duly signed location plans issued from CMRL shall be submitted along with Bid.

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

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

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal: