



## **Request for proposal (RFP)**

**For**

**Letting out of Office Spaces in Aluva Metro Station  
(PD 2A) on license basis**

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## 1. DISCLAIMER

- The information contained in this Request for Proposal Document ("RFP Document") or subsequently provided to Bidder/ s, whether verbally or in documentary form by or on behalf of Kochi Metro Rail Limited ("KMRL") is provided to Bidder(s)
- On the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- This RFP Document is neither an agreement nor an offer and is only an invitation by KMRL to the entities who are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid.
- The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.
- This RFP Document may not be appropriate for all persons, and it is not possible for the KMRL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
- The KMRL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
- KMRL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
- KMRL reserves the right not to proceed with the work, to alter the timetable reflected in this document or to change the process of procedures to be applied for selection of Service Provider.
- No reimbursement of cost of any type whatsoever paid to persons, or entities, expressing interest in the work.
- The profile for all the sections of Metro project, including stations, enclosed with the Bid is for general information of the Bidders and may undergo changes/ revisions.

## 2. INTRODUCTION

2.1 Kochi Metro Rail Ltd. (KMRL) was created as a Special Purpose Vehicle (SPV) as per orders from the Union Government for the implementation, operation and maintenance of the metro project. KMRL is a joint venture of Government of India & Government of Kerala. KMRL has started commercial operation from Aluva to Palarivattom on 17/06/2017 and from Palarivattom to Maharajas College on 03/10/2017. The stations along the stretch are architecturally themed and are attracting substantial ridership.

2.2 KMRL invites bid from interested parties for Letting out of Office Spaces in Aluva Metro Station on license basis for a period of 10 years.

2.3 KMRL has adopted a two-stage bidding process for selection of a suitable highest bidder to grant Licensing rights of commercials space .

2.4 The bidder need to submit the technical bid and financial bid in e-tender portal only. The highest bid for that location submitted in financial bid will form the base rate for auction. The bidder needs to bid over and above the base rate and the bidder who has quoted the highest per sqft rate at the end of the bidding process will be declared as the H1 bidder or successful bidder subjected to clause 4.12.

2.5 Deleted

### 2.6 Key Details

1	Tender Number	KMRL/ARM/office space/ Aluva- PD2A/2018/105
2	e-tender portal address	<a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>
3	Tender Type	Tender cum e-auction - Two packet
4	Date of Issue of Bid Documents	25/10/2018
5	Cost of RFP/Bid documents	Rs 5000/-+ 18% GST, to be paid through e-tenders portal
6	Bid Security(EMD)	Refer Annexure-5
7	Contract Period	10 years
8	Bid Documents available on	<a href="http://www.kmrl.co.in">www.kmrl.co.in</a> & <a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>

9	Pre bid meeting	31/10/2018; 11:00 AM
10	Last date for submission of queries/ clarifications	30/10/2018; 5:00 P M
11	Last date and time of receipt of sealed Bids	20/11/2018; 5:30 P M
12	Date and time of opening of Bids	23/11/2018; 11:00 AM
13	Address to which POA to be delivered by hand or couriered	DGM Procurement  Kochi Metro Rail Limited.  8 <sup>th</sup> Floor Revenue Tower  Park Avenue, Kochi - 682011

### 3 SCOPE OF THE TENDER

**3.1 KMRL intends to select Licensee(s) to grant license for Office Spaces in Aluva Metro Station on license basis. The bidder can bid for the location mentioned in Annexure-5 and corresponding EMD to be paid as DD only. The commercial area at the Project Site are proposed to be given on license basis through this bidding process on “as is where is basis” as demarcated in the plans placed as Annexure-6 and area of each location along with minimum reserve price is mentioned in Annexure- 5 of this document and are in form of built up areas for retail and commercial spaces, details of which are given below. The Licensee shall have exclusive rights and obligations to perform including, but not limited to those as specified below:**

- 3.1.1 Occupy the premises for the period of license
- 3.1.2 Ensure payment of license fees in advance. License fees will be escalated at a rate of 20 % in every 3 years.
- 3.1.3 Carry out the business as approved by KMRL (hereinafter referred to as “the said business”) during the currency of license.
- 3.1.4 Responsible for cleanliness and hygiene in the said premises and to ensure that the services are conducted in a clean, proper and efficient manner.
- 3.1.5 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.

- 3.1.6 Comply with all statutory requirements in connection with this RFP.
- 3.1.7 Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires and observing all notified statutory provisions and standards.
- 3.1.8 Ensure regular and timely payments of all amounts due to KMRL and discharge all obligations as per RFP.
- 3.1.9 GST will be paid extra by the agency, as applicable.
- 3.1.10 The licensee will also have to pay to KMRL a monthly common area maintenance (CAM) fee, which is equivalent to 10% of monthly license fees.
- 3.1.11 The Licensee will be responsible for installation, operation, maintenance and removal of its assets. Installation shall be strictly in accordance with the specifications approved by KMRL and without affecting the structure, safety and aesthetics of the premises. Only temporary structure shall be created. While KMRL shall provide security at its stations, KMRL shall not be responsible for any vandalism, theft or damage to the property of Licensee. Design of the structure to be approved by KMRL. The access to the office spaces shall be restricted to working hours of the respective Metro Stations. The access shall remain open only during the working hours. The shop/office shall be kept open only during such times as stipulated by KMRL.
- 3.1.12 The Licensee shall ensure that Station building including walls, floor, roof, thematic installations etc., are not damaged in any manner and all installation, operation, maintenance and removal of its assets shall be done after taking prior written permission of KMRL.
- 3.1.13 Electricity will be provided by KMRL, Charges including consumption of electricity, shall be payable to KMRL as per KSEB fixed commercial tariff on time to time basis at actuals on a monthly basis
- 3.1.14 The electrical connection including smart energy meter to be installed by the Licensee. All necessary certifications to be taken.
- 3.1.15 Smart water meter will be provided by KMRL, which shall be chargeable at actuals.
- 3.1.16 All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) payable on the amounts to be paid to KMRL shall be charged extra and will have to be remitted along with the License Fees. The Licensee shall indemnify KMRL from any claims that may arise from the statutory authorities in connection with this License and conduct of business.

- 3.1.17 Stamp duty payable on the agreement, to be executed, in pursuance of this tender shall be borne by Licensee.
- 3.1.18 Naked flame or fire using Gas cylinder or any other form is not permitted in the allotted space without the written permission from KMRL.
- 3.1.19 In case the allotted space is utilized for Food & Beverages outlet, precooked items to be served and no cooking is permitted inside the premises without written permission from KMRL.
- 3.1.20 No packed items shall be sold through the Metro stations outlet above MRP. Further the concessionaire should comply with all the relevant provisions of Legal Metrology Act and the standards of weight and measurement Act from time to time.
- 3.1.21 Licensee needs to make arrangements for the waste management and disposal with respect to the shop

### **3.2 Right of First Refusal for Project Affected Family**

- 3.2.1 As per KMRL R&R Policy, displaced affected family being a small merchant or having a small commercial/ office establishment in the land which has been acquired for the Metro Rail Project have the right of first refusal on allotment of commercial spaces to be tendered out in Metro Stations on fulfilling the conditions as below mentioned.
- 3.2.2 Any member of the Displaced Affected family, i.e self or spouse of the merchant/person running commercial/ office establishment, who wish to have commercial/office space on license basis shall necessarily and duly participate in the bidding process for allotment of such space, and for such space, he/she shall have the right of first refusal, provided he/she is willing to match the highest accepted financial offer. The said right will be limited to one commercial/office space per affected family/establishment, irrespective of number of affected persons.
- 3.2.3 If more than one displaced affected family bids for a particular space and are willing to match the highest bid, the person among them who initially quoted highest in the bid will be preferred, and if such bid of more than one person among them was same, the winner among displaced affected families will be decided by draw of lots.
- 3.2.4 In order to apply under the displaced affected family category, the applicant has to attach certificate issued by Spl. Tahasildar (LA- Kochi Metro) along with the technical bid, to prove that the applicant or his/her spouse is a displaced affected family being a small merchant or having a small commercial establishment in the land which has been acquired specifically for the Metro Rail Project.



- 3.2.5 Any member of displaced affected family will not be entitled to right of first refusal, in case he/ she or spouse is already allotted a commercial space in KMRL premises elsewhere in the capacity as 'Project affected family'.

## **4 INSTRUCTIONS TO APPLICANTS**

### **4.1 General**

- 4.1.1 The intending Bidders must read the terms and conditions carefully and should submit his Bid only if he considers himself eligible and he is in possession of all the documents required.
- 4.1.2 The Bidder can be an individual/partnership/company or any other legal entity, and the successful bidder eligible in all respects shall be granted license, subject to provisions in clause 4.1 on granting license. Such bidder who is granted license will be termed as "Licensee"
- 4.1.3 Consortium is not allowed for bidding.
- 4.1.4 Applicants need to refer Annexure-12 for definitions and abbreviations
- 4.1.5 The applicant is required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid. Failure to comply with the requirement(s) of RFP Document will be at the Bidder's own risk & responsibility and will entail rejection of bid/s.
- 4.1.6 Applicants need to register and download application from the KMRL website, [www.kmrl.co.in](http://www.kmrl.co.in) and <https://www.etenders.kerala.gov.in>
- 4.1.7 Further, corrigendum/ addendum, if any, issued to the RFP/bid document, shall be made available only in [www.kmrl.co.in](http://www.kmrl.co.in), & <https://www.etenders.kerala.gov.in> and all prospective bidders shall verify the same, without fail. No separate publication in newspapers shall be made for such corrigendum/ addendum.
- 4.1.8 Bid and all other related documents are to be submitted in English. Supporting documents in other languages (if any), should be translated in English and submitted along with copies of original
- 4.1.9 All costs for site visits, obtaining information/ data and preparation/ meetings, etc. in relation with Bid submission shall be borne by the applicants.
- 4.1.10 Bid purchase fees of Rs.5000/- + 18%GST to be paid online through e-tenders portal. The project affected persons (who are in possession of the stipulated certificate as mentioned in clause 3.2.4) are exempted from payment of bid purchase fee.

- 4.1.11 Bidders are requested to submit all documents as mentioned in clause 5, along with Bid. Non submission/ incompleteness of the documents submitted may lead to the rejection of the bid.
- 4.1.12 RFP will be evaluated in two stages. Financial bids will be opened only for those persons who are duly qualified in the technical stage.
- 4.1.13 KMRL reserves the right to not to choose any licensee or to, relinquish the Bid process or to reissue Bid with or without modification. KMRL is not bound to furnish any explanation to its decision to any of the participants.
- 4.1.14 If any bidder wishes to participate under the "Displaced Affected family" category, his/her technical bid shall contain the certificate as mentioned in clause 3.2.4 In the absence of valid certificate, he shall be only considered as a general bidder and no right as mentioned in Clause 3.2 will be extended.

#### **4.2 Bid Security / Earnest Money Deposit**

- 4.2.1 The Bid Security (EMD) for the space shall be as mentioned in Annexure-5. EMD shall be accepted only in the following form.
- (i) DD issued by any of the Scheduled Commercial Bank in India.
- Note: DD from Co-operatives Banks are not allowed.
- 4.2.2 Any deviation in Bid Security with regard to amount validity or form and format shall be considered as material deviation and the bid is liable to be rejected.

#### **4.3 Discharge of Bid Security of unsuccessful Bidder(s)**

- 4.3.1 The Bid Security of unsuccessful Bidders will be discharged / returned after issue of LoA to successful bidder.

#### **4.4 Discharge of Bid Security of Successful Bidder**

- 4.4.1 The Bid Security of the Successful Bidder(s) shall be discharged/ adjusted only after the successful bidder(s) furnishes the Interest Free Security Deposit as required.
- 4.4.2 If the Successful Bidder fails to furnish the Security Deposit within the stipulated time or such extended time, if any allowed in the sole discretion of KMRL, then the Bid Security shall be liable to be forfeited by KMRL, in addition to any other actions as per terms and conditions stipulated in the RFP Document. In case the successful bidder is

backing out after awarding of the contract, he/she will be liable to pay damages/ compensation to KMRL.

- 4.4.3 If the bidder is technically qualified and not participate in the online auction. The EMD will be forfeited.

#### **4.5 Bid Validity**

- 4.5.1 The Bid shall remain valid and open for acceptance for a period of 120 days from the last date for submission of the Bid ("Bid Validity").

#### **4.6 Amendments**

- 4.6.1 KMRL may modify the RFP by issuing an addendum/ corrigendum before last date of submission of the Application. Any addendum/ corrigendum thus issued shall be part of RFP and shall be uploaded on KMRL website ([www.kmrl.co.in](http://www.kmrl.co.in)). The bidders are advised to check the website before submission of RFP. To give bidders reasonable time in which to take the addendum/ corrigendum into account for preparing their bids, KMRL may at its sole discretion, extend the last date of submission of bid.

#### **4.7 Format and Signing of Bid**

- 4.7.1 Deleted
- 4.7.2 The Bid shall be prepared and shall be signed by the Bidder himself or by a person or persons duly authorized to bind the Bidder to the Contract. The 'Letter of Authorization' to Directors/Partners shall be backed by proper resolution of the company/society/LLP/ Partnership etc. as applicable. If bidder is authorising his family member or its employee or any other, a live and valid "Power of Attorney" authorising such person shall be produced along with the bid. The person or persons so authorized for signing the Bid shall sign all pages of the Bid including supporting documents and printed literature. Each page of the Bid must be numbered. The Power of Attorney, duly stamped and signed by the attorney shall be ideally in the format as provided in Annexure 7 hereof.
- 4.7.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

4.7.4 All prices and other numbers having a bearing on the price shall be written in both figures and words. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Company there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (i) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (iii) Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiture of bid security.

#### **4.8 Mandatory Bid Documents, Sealing and Marking of Bids**

4.8.1 The 'Technical Bid' and 'Financial Bid', to be submitted through Kerala e-tenders portal. The financial bid shouldn't be submitted along with the technical bid.

4.8.2 Technical Bid

Technical package should consist of below documents:

1. Letter of application as per Annexure 1
2. General information of bidder and Technical documents as per Annexure 2
3. Documents proving eligibility as per clause 4.18
4. Power of attorney As per Annexure 7

5. Technical write up with proposed design and layout of the proposed business establishment confirming to the standards set by the KMRL as of now.
6. Signed copy of RFP, corrigendum, addendum and clarifications.
7. Self-attested copies of Memorandum and Articles of Association in case of companies or Corporates and copy of the partnership deed in case of Partnership Firm, and By-laws or relevant deeds in case of other legal entities.
8. Self-attested copies of PAN card, GST Registration Certificate. In case any or all the provisions mentioned above are not applicable or available, the party should give a declaration to that effect. KMRL reserves the right to confirm the legal applicability as submitted by the party.
9. Submission of an Affidavit that they are not debarred/ blacklisted by Railways or KMRL or undertakings / departments of Govt. of India / any State Govt or PSUs
10. Certificate as mentioned in clause 3.2 for those bidding under the category of **“Displaced Affected family”**.
11. All the documents to be properly tied together with page numbers to avoid missing of loose papers.

#### 4.8.3 Financial Bid

The bidder need to quote for the location in online bid format and need to upload financial bid only.

#### 4.8.4 e-auction

The highest rate quoted in the financial bid will be the minimum reserve price for the e-auction. The rate quoted by the bidder should be above the minimum price with incremental rate of Rs1/ sqft. At the end of the auction process, the bidder who has quoted highest value for that location will be declared as successful bidder subject to clause 4.15.4.

#### **4.9 Deadline for Submission of Bid**

4.9.1 Bids complete in all respects must be received at the address given in the 'Key Details', in the manner as detailed in Clause 4.8 before the time and date stipulated for bid submission. KMRL may, at its discretion, extend this deadline for the submission of Bids, and in that case all rights and obligations of KMRL and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

4.9.2 Bid(s) shall be submitted in originals to KMRL

#### **4.10 Right to Accept Any Bid and to Reject Any or All Bids**

4.10.1 Notwithstanding anything contained in the RFP Document, KMRL reserves the right to accept or reject any Bid in its sole discretion or to reject all Bids and annul the bidding process without assigning any reason at its sole discretion at any time before issuance of a Letter of Award without incurring any liability.

#### **4.11 Late / Delayed Bid**

4.11.1 Any Bid received after the deadline for submission of Bids will be liable to be rejected and returned unopened to the Bidder. No further correspondence on this subject shall be entertained by KMRL.

#### **4.12 Modification and Withdrawal of Bid**

4.12.1 Except where expressly permitted by these instructions, the Bidder shall not make or cause to make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Bidder with or as part of his Bid.

4.12.2 No Bid shall be allowed to be modified by the Bidder after the deadline for submission of Bids.

4.12.3 The Bid submitted in original will be taken as a final bid.

4.12.4 Withdrawal of a Bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity, misrepresentation of documents or data submitted in Bid submission shall result in the forfeiture of the Bid Security.

#### **4.13 Bid Opening**

- 4.13.1 The Technical package and cost of bid documents/ EMD will be opened first. On opening of the same, KMRL will first check the details of Bid cost and Bid security submitted by the Bidder.
- 4.13.2 Technical Bid of those bidders who have not submitted "Bid Security" and "Cost of Bid Documents" will not be considered & shall be considered non-responsive and liable to be rejected.
- 4.13.3 The Bid shall be opened online. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by KMRL, the next official working day in KMRL shall be deemed as the date of opening of Bid. The bid of any bidder who has not complied with one or more of the instructions herein may not be considered. KMRL reserves itself the right to extend the date of receiving / opening of the bids as well as to extend the validity of the tender.
- 4.13.4 KMRL reserves right to reject any or all tender(s) in part or in full without assigning any reason.
- 4.13.5 The bidder's name, details of the Bid security and such other details which are deemed appropriate will be announced at the time of Bid opening.
- 4.13.6 The technical bids of only those bidders who had submitted Bid security and cost of bid documents will be evaluated, and bids of those who are not qualified in any respect will be rejected.

#### **4.14 Evaluation of Bids**

- 4.14.1 The Bids of the Bidders shall be evaluated in two stages. "Technical Qualification" will first be evaluated which will cover following items:
- 4.14.2 First of all it will be determined whether each tender is accompanied with the valid Bid security i.e. the required amount and in an acceptable form as stated in Clause 4.2 above. Tenders not accompanied with the valid tender security shall be rejected summarily..
- 4.14.3 Bids not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by KMRL and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

- 4.14.4 If any tender is rejected, pursuant to paragraph 4.14.3 above, the Financial Package of such bidder shall not be opened.
- 4.14.5 The decision of the KMRL as to which of the bids are not substantially responsive shall be final.
- 4.14.6 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such bidder shall not be opened.

#### **4.15 Evaluation of Financial Bids**

- 4.15.1 The financial bids of only those bidders who had qualified in technical bid will be opened. All those bidders who are technically qualified can witness the opening of financial bid, online if they choose to. The bidder with highest rate (H1) offered for that particular location will be considered as the base price for the e-auction. The bidder has to quote above minimum reserve price with the increment value of Rs 1 per sqft. The bidder who has quoted highest price for that location will be declared as successful bidder subjected to clause 4.15.4.
- 4.15.2 The bids of those who has quoted below minimum reserved license fees (base license fees) mentioned by KMRL will not be considered for evaluation and such bids will be summarily rejected.
- 4.15.3 If any displaced affected family as per 3.2 of the RFP, who participated in the bid for a particular space happens to be the highest bidder, he/she shall be declared as highest bidder.
- 4.15.4 In case any displaced affected family participates in bids for a particular space and not emerged as the highest bidder, the highest quoted price (H1) will be offered at the first instance to such bidder who qualifies under R&R policy of KMRL as displaced affected family. In case two or more displaced affected family, bids for a single commercial space and has shown interest to match the highest bid, then preference will be given to the person who had originally quoted more, and if that also being equal, winner will be decided by draw of lots. If the beneficiary under R&R policy refuses to accept the H1 price, or after accepting the H1 price, has failed to enter into the contract as mentioned in the RFP, the H1 bidder will be declared as the successful bidder. EMD of the beneficiary under R&R policy shall be forfeited in the event, he



accepts to match H1 rate, but failed to deposit advance license fee and security deposit before enter into contract.

#### **4.16 Clarifications**

4.16.1 KMRL reserves the right to seek clarifications from bidders on the documents submitted along with bid. If the bidder fails to submit the clarification within the specified time, KMRL reserves the right to declare the bid is non- responsive and will not be further evaluated.

#### **4.17 Process to be Confidential**

4.17.1 After the opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the award of Contract shall be confidential subject to laws of the land. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.

#### **4.18 Qualification Procedure**

4.18.1 The prospective bidder (other than the displaced affected family) must conform to the pre-qualification criteria given below and shall attach proof of documents for each of the qualifying requirements. Bids without adequate supporting documents shall be treated as non-responsive. The bids will be considered as responsive only if the lead member of the bidders satisfies all the conditions mentioned below:

- (a) The bidder should be an individual, partnership/ LLP, Company or other legal entity recognised by Indian laws.
- (b) Shall not have defaults on any bank/institutions loans in the past; A certificate to this effect by a practising CA need to submitted.
- (c) Shall have a minimum working capital of Rs 5,00,000 in the Financial Year 2017- 2018 as certified by C.A. Or, should produce banking reference equal to the availability of credit limit equal to Rs. 5,00,000.
- (d) Bidder should have a Pan card. Copy of the same to be submitted.

#### **4.19 Conflict of interest**

4.19.1 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, KMRL shall be entitled to forfeit and appropriate the tender security as mutually agreed compensation and damages payable to KMRL for, the time, cost and effort of the KMRL etc. including consideration of such Bidder's proposal. The said entitlement is in addition to and without prejudice to any other right or remedy that may be available to the KMRL hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (a) Bidder/ Constituent of Bidder is also a constituent of another Bidder for the same space; or
- (b) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or an Associate thereof; or
- (c) Bidder has the same legal representative for purposes of this Bid as any other Bidder for the same space; or
- (d) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (e) Such Bidder or any Associate thereof has participated as a consultant to KMRL in the preparation of any documents design or technical specifications of the matters covered in the tender. Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre-qualification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

#### **4.20 Deleted**

#### **4.21 Determination of Responsiveness**

4.21.1 KMRL will determine whether each bid is responsive to the requirements of RFP document.

4.21.2 Only those Bids determined to be responsive to the requirements of the RFP Document shall be evaluated

4.21.3 The bidder must bid by complying all conditions of the bid; partial bidding would disqualify the Bid.

#### **4.22 Payment Terms/ Schedule of activity for the successful bidder**

<b>Stage of Activity</b>	<b>Time Period</b>
Payment of Interest Free Security Deposit and 1st month advance license fee and 1st month advance maintenance charges and applicable GST to KMRL by licensee	Within 14 days of issue of Letter of Award. On request of the successful bidder, extension may be given for a maximum period of 30 days for genuine cases at the sole discretion of KMRL,
Handing over date of site	KMRL will hand over the site, post receipt of security deposit and first month advance license fees.
Signing of License Agreement	License agreement will be executed on the same day of the handing over of the site.
License period	The license period will be 10 years including the fitment period; license shall start from the date of handing over of the site.
Completion Certificate	Licensee has to obtain the Completion certificate from KMRL before start of business operation in that site.

<p>Commencement of KMRL Billing of monthly License fee</p>	<p>Commencement of regular monthly License fees will be from 60 days from date of handing over of site. 60 days from date of handing over of the site is considered as fitment period and no License Fees will be charged during this period. However actual consumption charges for energy/water is payable to KMRL in case of any works undertaken in the allotted area. Even if the licensee has not started commercial operation or utilisation of the space, they will be liable to pay the monthly License Fee and related charges from the 61<sup>st</sup> day of handing over of site. In case, the licensee has started commercial operation /utilisation of the part of the space before expiry of the fitment period, prorata License Fees will be charged for such area from the date of start of business operation..</p>
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- 4.22.1 After selection, Letter of Award (LOA) shall be issued, in duplicate, by KMRL to the successful bidder.
- 4.22.2 Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in token of acceptance of LOA and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful Bidder is not received by the stipulated date, KMRL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of backing out from the bid.
- 4.22.3 Successful Bidder is required to deposit Interest Free Security Deposit of one year license fee applicable for the space (Quoted license fee x 12) to be deposited in KMRL Bank account within Fourteen days (14) of issue of Letter of Award. If the successful bidder fails to deposit the required dues as mentioned in LOA within the said period from issue of LOA, the Letter of Award shall stand cancelled and amount of bid security shall be forfeited by KMRL. The bidder is not entitled to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- 4.22.4 After acknowledgement of the LOA, 1st month advance license fee to be paid along with security deposit against the invoice raised by KMRL. The licensee is liable to pay in advance to KMRL the amount of monthly License Fee and maintenance charge as quoted in the financial bid on a monthly basis to KMRL within the first 7 days of the

corresponding month The reconciliation of License fee and other dues shall be carried out on a half yearly basis. Based on reconciliation, the adjustment of License fee payable to KMRL shall be carried out along with payment of the next monthly license fee. The License Fee and monthly maintenance charge payable to KMRL shall be escalated at a rate of 20 % in every 3 years on compounding basis during the period of license, i.e. 10 years or such extended period, if any.

#### **4.23 Notification of Award**

4.23.1 Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a Letter of Award sent through email or otherwise to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.

#### **4.24 Clarifications before submission of bids**

4.24.1 Queries can be e-mailed to [queries@kmrl.co.in](mailto:queries@kmrl.co.in) KMRL shall endeavor to respond to the queries within the period specified therein. The KMRL will post the reply to all such queries on the Official Website or will be clarified during Pre Bid submission meeting.

4.24.2 The KMRL reserves the right not to respond to any questions or provide any clarifications, at its sole discretion, and nothing in this clause shall be construed as obliging the KMRL to respond to any question or to provide any clarification.

#### **4.25 Interest Free Security Deposit**

4.25.1 The successful Bidder shall submit Interest Free Security Deposit to KMRL equivalent to 6 months' license fees.

4.25.2 100% of security deposit to be paid through online.

4.25.3 The License Fee and the Interest Free Security Deposit shall be escalated by 20 % on completion of every 3 years of license period, on compounding basis.

4.25.4 Interest Free Security Deposit shall remain constant for increase in area, if any up to 10%. However, in case of increase in area is more than 10%, then Interest Free Security Deposit shall be increased accordingly.

## **5 Documents to be submitted**

**5.1 Letter of application as per Annexure-1**

**5.2 General information of bidder and Technical documents as per Annexure 2.**

**5.3 Documents proving eligibility as per clause 4.18.**

**5.4 Deleted**

**5.5 Power of attorney As per Annexure 7**

**5.6 Technical write up with proposed design and layout of the proposed business establishment confirming to the standards set by the KMRL as of now.**

**5.7 Signed and sealed RFP and other supporting documents uploaded in the website by KMRL.**

**5.8 Bank details of the Bidder in their letterhead.**

**5.9 Electrical connection form**

**5.10 Checklist for Office spaces**

**5.11 Vendor creation Template- GST-3**

**5.12 Copy of PAN Card**

## **6 GENERAL TERMS AND CONDITIONS**

### **6.1 Licensed Space**

6.1.1 After signing of LOA and execution of License Agreement, the successful Bidder shall be granted access to operate, manage and maintain the Licensed Space(s) at the subject Site and as detailed in Annexure – 6 of this RFP document. The area shall be used only for the business purpose as mentioned in the technical bid. If the bidder wishes to change of business, prior approval of KMRL to be obtained. KMRL reserves the right to approve/ reject the revised proposal.

6.1.2 Areas indicated in Annexure - 5 here to, are approximate. Actual area shall be measured at the time of providing the Licensed Space(s) and in case there is any variation, the security deposit fee and the License Fee shall be varied appropriately.

6.1.3 Similarly, in case any additional area (the 'Additional Area') is available and deemed feasible by KMRL, the Additional Area may be allotted to the Licensee in the sole discretion of KMRL on the request made by the Licensee upon payment of License Fee, which shall be calculated on pro-rata basis at the prevalent maximum rate of License Fee for a similar space in the same location, as on the date of such request made by the Licensee. The License Period of such Additional Area shall however be co-terminus with the License period of the original area. The construction of mezzanine floor inside the licensed space by the successful bidder shall be permitted

after adhering to prescribed safety and other norms and subject to feasibility as only a temporary structure is permitted as per KMRL specification, after due approval from KMRL. The area under mezzanine floor constructed by the Licensee shall be chargeable with half the applicable license fee calculated for the original area. The license fee for the mezzanine floor will start from 31<sup>st</sup> day of approval for its construction or start of usage of the floor whichever is earlier. Before the start of usage of mezzanine floor, approval to be obtained from KMRL.

- 6.1.4 The licensee shall at his own cost and responsibility shall erect a temporary structure for shop/office as the case may be at the space allotted. Before erection, licensee shall get the plan and materials approved by KMRL, and the structure to be erected shall in no way interfere with the aesthetics, strength or safety of the building or premises. In case of any deviation, KMRL will be having liberty to direct the license to stop erection or to cancel the license forthwith. On termination of the license, the licensee shall dismantle the structure, without any damage to the premises at the cost and responsibility of the licensee. Instead of dismantling, KMRL may at its sole discretion may agree to buy out the temporary structure, at its book value or such depreciated value as mutually agreed.
- 6.1.5 At the time of termination or expiry of license, the licensee shall remove the structures constructed and restore the tendered/ licensed space in the same condition at the time of allotment. However KMRL reserves the right to purchase the structure from the licensee at book value and in such a situation, licensee shall be bound to hand over the same to KMRL. Bidder may quote their bids, keeping in view of the above.
- 6.1.6 The chargeable areas as marked / delineated on plans provided under Annexure-6 common areas includes staircase, lift lobby, balcony & ducts area etc. (the "Common Area"). The Licensee shall have no exclusive rights for using the Common Area which shall only be used for the intended purposes. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of the Common Area shall be construed as breach of the License Agreement inviting action as applicable for breach of the same.
- 6.1.7 KMRL would be providing, the sites, on "as is where is basis". Infrastructure provided by KMRL shall be as per terms and conditions indicated in Clause 6.3 herein below. The Successful Bidder can use the parking facility identified by KMRL, However parking charges to be paid to the parking management agency as per applicable parking charges.

## 6.2 Tenure of License

- 6.2.1 The access to the Licensed Space(s) shall be granted to the Successful Bidder immediately from the date of handing over of the site and on execution of the License Agreement, after the payment of full Security Deposit by the successful Bidder to the KMRL. The license fee will be calculated from the expiry of 60 days (fitment period) after handing over of site or from the start of commencement of business, whichever is earlier. Completion certificate to be obtained from KMRL before start of business operation by the Licensee. In the event the licensee fails to erects the structure /starts business within the fitment period, the licensee shall be liable to pay the license fee from the expiry of 60 days from handing over of site .
- 6.2.2 The license granted under the license Agreement shall be valid for a period of 10 years (ten years) from the date of license agreement. The Successful Bidder shall be obliged to pay the License Fee and all other payments, as per the terms of the RFP and License Agreement during and for the period of license.
- 6.2.3 There shall be a lock in period equivalent to 50% of license period (i.e. 60 months) from the date of commencement of license agreement
- 6.2.4 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period, the License shall be deemed to terminate on the date mentioned in termination/ surrender notice, subject to confirmation by KMRL. In such a case, the Interest Free Security Deposit shall be forfeited in favour of KMRL. No grace period shall be provided to the licensee in such a case. KMRL shall also recover the balance outstanding dues, if any through other legal means. Balance outstanding dues, shall be fully cleared before the licensee is permitted to remove their structures or else KMRL will proceed to recover the amount, as per provisions of Public Premises Act or such law in force. Licensee shall have no claim for compensation or consideration / damages.
- 6.2.5 Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period. For this, the licensee shall give 180 days prior intimation to KMRL before completion of lock-in period. (Eg. In case lock-in period is of 2.5 years, prior intimation can be given after 2 years). In such a case, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues, if any. KMRL may also recover the balance outstanding dues, if they are more than Interest Free Security Deposit from the other contracts of licensee in KMRL, if



any. Outstanding dues, if are more than Interest Free Security Deposit shall be recoverable from the licensee before licensee is permitted to remove their structures or else KMRL will proceed to recover the amount, as per provisions of Public Premises Act or such law in force Licensee shall have no claim for compensation or consideration / damages.

- 6.2.6 If the Licensee is desirous of terminating the license after expiry of lock-in period without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper intimation period, provided the licensee pays the applicable license fees for the period shorter than 180 days. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. KMRL may also recover the balance outstanding dues in the manner aforesaid if there is any shortfall. Licensee shall have no claim for compensation or consideration/damages in such cases.
- 6.2.7 If in case of successful completion of the full term of the License period i.e. five (5) years of License Agreement, Interest Free Security Deposit of the Licensee shall be refunded after adjusting the outstanding dues and damages, if any. If balance outstanding dues are more than Interest Free Security Deposit, it shall be fully cleared before licensee is permitted to remove their establishment(s) or else KMRL will proceed to recover the amount, as per provisions of Public Premises Act or such law in force KMRL reserves its right to recover the balance outstanding dues from the other contracts of licensee in KMRL, if any.
- 6.2.8 Notwithstanding anything above, KMRL reserves right to terminate the license and take possession of the premises, if in its opinion, the premise is required by them for any purpose. KMRL in its sole discretion may offer the licensee alternate premises, if available for the balance of license period on the same terms and conditions.

### **6.3 Signage and Advertisements:**

- 6.3.1 The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all laws, rules, regulations or guidelines relevant thereto. The Licensee shall also need to obtain a written approval from KMRL before putting up any form of signage and KMRL reserves the right to refuse or to suggest an alternative to the same. The size, shape, location, etc. of

signage are subject to architectural controls to be issued by KMRL. Signage should be used only for the business being run by the Licensee in the licensed premises. In addition, the Licensee shall also be required to use only standard materials as per standards prevalent in KMRL, for which he shall seek necessary approval from KMRL.

- 6.3.2 The licensee shall be allowed to use interior of the licensed spaces for display of advertisement only with respect to the business / commodity being run / sold by the Licensee in the licensed space(s). Advertisement which will be displayed, should be get approved by KMRL.
- 6.3.3 The Licensee shall need to obtain a written approval from KMRL by way of a notice before putting up any form of signage/ advertisement within/outside their premises and KMRL reserves the right to refuse or to suggest an alternation to the same. The signage/ advertisement shape and location etc., are subject to architectural controls to be issued by KMRL.
- 6.3.4 Placement of signage/ advertisement without the permission of KMRL or placement in non-approved locations shall attract a penalty of Rs.5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of persistent default, KMRL reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance license fee paid in its favour. KMRL shall not unreasonably interfere with the signage/ advertisement plan. If KMRL is not satisfied and raises any objections, the licensee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek KMRL approval once again.

#### **6.4 Works to be executed by Licensee:**

Licensee shall be required to execute all works as required for the commercial use in the Licensed Space(s) without damaging any load bearing/structural members and any services / utility etc.

#### **6.5 Activities Permitted**

The Licensed Space(s) can be used for the purpose of following and the list is only for indicative purpose only but not restricting to;

- 1) Office space - Banks /IT /Back Office etc.
- 2) Food & Beverages (non- alcoholic) Outlets
- 3) Retail Outlets/shops
- 4) Bakers & Confectioneries
- 5) Mini Super Market/Provisional Stores
- 6) Electronics/White Goods /Lifestyles products& accessories shops
- 7) Saloon/Beauty Parlour
- 8) Boutiques/Garments store
- 9) Branded products and services.
- 10) Books /Toys cum Stationery
- 11) Any other facility which are not against law/ public order or against the policies of KMRL (subject to approval of KMRL).

The Licensee shall ensure that the activities undertaken in Licensed Space(s) neither interferes with metro activities nor causes any inconvenience to metro commuters. In case, the activities in Licensed Space(s) are found to interfering / infringing with metro activities or commuter movement at any stage during license period. KMRL reserves the right to advise Licensee not to undertake such activity and if such activity is not terminated can resort to termination of license. The decision of KMRL in this regard shall be final and binding upon the Licensee and Licensee shall not claim any loss or damages in this regard.

#### **6.6 Fitment period**

60 days from the date of handing over of allocated space will be provided as fitment period, for setting up of the outlet and infrastructure by the concessionaire.

#### **6.7 Prohibition of subletting/sublicensing**

- 6.7.1 The Licensee shall have only mere permission to use the premises for the period allowed by KMRL, and shall have no right on the space given. Hence, Licensee shall

not be entitled to sublet or sub-license the built up space to any person or entity (the "Sub-Licensee"). The license is only a permission to the licensee to use the premises, and the license shall cease on the date of expiry of license period or such earlier termination, death or dissolution of the licensee. In case of death of licensee during the period of license, KMRL may at its discretion, on such application from legal heirs, may allow his legal heirs to continue business for the remaining period of license.

- 6.7.2 At any point of time, the Licensee shall not enter or cause to enter into any agreement with any person or entity exercising its rights which would adversely affect the interests of KMRL or those not available to the Licensee in the first place. Any such act of the Licensee shall render the License Agreement liable for termination at the sole cost and expense of the Licensee.

## **6.8 Approvals from KMRL**

- 6.8.1 All communication in all matters regarding the approvals related to the Licensed Space(s) shall be forwarded to the nodal officer as appointed by the KMRL. The nodal officer shall act as a single window for the Licensee and shall be responsible for all the matters related to the Licensed Space(s).
- 6.8.2 The Licensee shall forward all requests, such as approval of plans etc. related to the Licensed Space(s) to the nodal officer. Such requests, if completed in all manners, shall normally be approved / rejected by the KMRL within 30 days of the receipt of the request.

## **6.9 End of the License Period**

- 6.9.1 At the end of the License Period by efflux of time or premature termination for breach of terms or any other reason whatsoever, all rights of the Licensee under the License Agreement shall cease to have effect including its permissive rights over the Licensed Space(s).
- 6.9.2 For the purpose of clarification it is mentioned that at the end of the License Period or after its termination whatsoever, the KMRL shall have the absolute right to run the Project Site on its own, or re-license it to any third party or to manage it in any other manner as it may deem fit at its sole discretion.

## **6.10 Statutory Clearances**

- 6.10.1 The licensee shall at his cost and responsibility shall obtain all statutory clearances required to conduct its business in the space allotted, and KMRL will not be responsible in any way, for non-compliance on the part of licensee. The licensee shall also indemnify KMRL from any loss or damages; it may suffer due to the non-compliance by the licensee.
- 6.10.2 The Licensee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Licensee. The licensee shall indemnify KMRL from any loss or claims that can arise from safety issues with respect to premises used by licensee or the structures, hoardings, boards etc. belonging to licensee.
- 6.10.3 Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing master plan and rules/ guidelines etc. of the authorities having jurisdiction over the Project Site for the development works to be undertaken.
- 6.10.4 The Licensee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, firefighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Licensee and the KMRL may only provide assistance wherever possible without any obligation.
- 6.10.5 Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic/police authorities concerned, to be able to use the Licensed Space(s) for desired commercial purposes/ business will be sole responsibility of the Licensee. KMRL shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- 6.10.6 Firefighting and other infrastructure so created within the Licensed Space(s) must be integrated with that already provided /planned for Metro Station.

## **6.11 Infrastructure Services**

- 6.11.1 The Internal distribution of electric power, firefighting sprinklers, fire detection, advisable fire alarm panel etc. as per the norms required for the Licensed Space(s) shall be provided by the Licensee.

- 6.11.2 The Licensee shall be required to take prior approval from the respective departments of KMRL for the requirement and available infrastructure required like electricity, water for air conditioning etc. KMRL may depute engineers for supervision, if required. In that case, supervisory charges to be paid at actuals to KMRL.
- 6.11.3 Provisioning of smart energy meter with valid calibration from approved lab of KSEBL is in the scope of licensee .
- 6.11.4 The Licensee shall submit all plans / drawings and specification of material whatsoever including but not limited to internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of KMRL before start of any work/s inside the Licensed Area. The KMRL reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations at the Project Site. All materials used including electrical materials should be fire resistant as per the standards prescribed by the KMRL and in this connection the approval of the KMRL must be taken before commencement of the installation.
- 6.11.5 Electric Supply as per fitment guidelines issued by the office of KMRL.
- 6.11.6 Water Supply-The Water supply will be arranged by KMRL and provided at one point. All the plumbing work for flushing & domestic requirement including connections from Municipal line to underground water tank, from underground tank to overhead water tank and subsequently from overhead water tank to each one point shall be provided by KMRL. The Licensee will have to make its own arrangements for distribution of water including the installation of meters, storage and purification at its own cost after taking all the necessary approvals. All user charges in connection with usage/consumption of water will have to be paid by the licensee as per prevailing rates for such purpose.
- 6.11.7 The additional area as may be required for the purpose of placement of utilities such as water tanks will be charged at a rate equivalent to half the rate (recurring payment) per square meter charged / accepted for the main Licensed Area. All user charges in connection with usage /consumption of water will have to be paid as per prevailing rates for such purposes.

## **6.12 Fire Fighting Arrangements**

- (i) All equipment, pumps & common piping etc. required to be installed outside Licensed Area for firefighting arrangements will be provided by KMRL up-to one point in each

licensed area, from where the Licensee will take the tap off & make further arrangement inside licensed areas for firefighting.

- (ii) Inside the Licensed Area, all firefighting arrangements, including the fire alarm & detection system for above & below false ceiling shall have to be provided by the Licensee and integrated in seamless manner with the KMRL system. Such fire-fighting arrangements would conform to the National Building Code, relevant Building Byelaws/ IS Codes, Fire Safety (Fire Prevention) Rules & any other instructions issued by KMRL in this regard.
  - (iii) Only after certification by the fire officer / authorized representative of the KMRL, shall the Licensee be permitted to occupy and use the Licensed Space(s) for commercial purposes. The fire clearance before & after installment of fire detection/ firefighting system, shall be obtained by Licensee for the area developed by them.
  - (iv) The KMRL reserves the right to inspect the Licensed Space(s) at any time during the License Period in connection with firefighting readiness. KMRL may also issue directives in this regard, which shall have to be adhered to and complied by Licensee. Any additional works as may be indicated on this account will also be carried out by the Licensee at its own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by the KMRL
- 6.12.1 The Licensee shall ensure that all relevant approvals / NOC for different commercial activities are obtained by him from respective authorities. The licensee shall also ensure:
- (i) Maintenance of its fire equipments in good condition at all times.
  - (ii) Availability of trained staff round the clock at PD premises if required.
  - (iii) No additions/ alterations are done without the prior approval of competent authority of the KMRL.
  - (iv) Record of periodic check of fire equipments and installation is maintained as per relevant code of practice.
  - (v) Deviation if any may be brought to the notice of the KMRL on account of its being the controlling authority.
- 6.12.2 Further, it is clarified that the Licensee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of the fire safety system that is exclusively under scope and control of Licensee. KMRL shall not be responsible for any loss of life and property in PD premises due to any malfunctioning of the fire system in case of any fire emergency within the Licensed Area.

6.12.3 The Licensee shall provide unfettered access to the authorized representative of the KMRL and its operation staff for the purpose of carrying out maintenance works if any inside the Licensed Area. During the License Period, all maintenance to be done during the non- operational hours of Metro. The Licensee will not make any claims for damages, or seek any compensation on this account from KMRL.

### **6.13 Works**

6.13.1 In case where infrastructure facilities as required to be provided by KMRL are not available and provision of the same is likely to be delayed, KMRL may permit the Licensee to execute those infrastructure works in full or in part on behalf of KMRL. The specifications and rates of these works shall be agreed upon between KMRL and the Licensee in writing. During execution, works shall be inspected by authorized representative of KMRL to ensure their execution as per prescribed specifications. The amount payable to Licensee for execution of above mentioned infrastructure works, shall after their successful execution shall be adjusted against bills raised on them for payment of recurring charges.

6.13.2 The adjustment for amount so payable to the Licensee against payment for infrastructure works executed by him may also be made in part, to facilitate his cash flow without prejudice to adjustment of the final amount to be reckoned after completion of works.

### **6.14 Payments to KMRL**

6.14.1 In lieu of the rights granted to the Licensee for the Licensed Space(s), the Licensee shall make payments to KMRL in following manner:

6.14.2 Advance License Fee: In addition to any outstanding dues over the Licensee, it shall make advance payments for License Fee along with the maintenance charges on monthly basis to the KMRL at the rate agreed within 7 days of the commencement of respective month. All the taxes including the GST, as applicable from time to time shall also be paid by the Licensee in addition to the amount of the quoted rate of the License Fee. The License Fee shall be payable from the day falling after the date of the completion of the Fitment Period or from the commencement of business, whichever is earlier. The License Fee for a specified month shall be worked out by multiplying the area of the Licensed Space(s) with the per month agreed rate of



License Fee (License Fee = Area X NN) Suppose NN is the amount quoted by the Successful Bidder per square feet per month basis.

- 6.14.3 GST: As applicable will be borne/ paid solely by the Licensee.
- 6.14.4 The water charges at actuals plus Taxes as applicable shall be payable. The electricity consumption charges, as per actual dedicated meter, shall be payable. Electricity charges for common area & HVAC shall be payable on proportionate basis, as per KSEB guidelines. In addition, refundable interest free electricity consumption deposit, as per KSEB norms, shall be payable.
- 6.14.5 The common area maintenance (CAM) charges @10% of the rate quoted per sq m per Month shall be payable along with the license fees.
- 6.14.6 The License fees shall be escalated at a rate of 20 % after gap of every 3 years from the date of agreement (i.e. if 'R' is the quoted license fees then applicable license rate for the first three years shall be R and for the next three years shall be 1.2 x R and for the next three years it shall be 1.2x1.2xR and so on.) The differential security deposit due to escalation of license fee also shall be remitted by the licensee before the start of the next year.
- 6.14.7 In the rare case of extension of the Commencement Date or Fitment Period or both, as the case may be, for any unforeseen reason, the escalation on the License Fee and maintenance fee shall be counted from the applicable date.
- 6.14.8 Any delay in payments in the preceding Clauses shall attract penalty of interest @12% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by KMRL. The delays beyond 60 days of the due dates for the payment of the respective License Fee shall be treated as 'Licensee Events of Default'. In such an eventuality, the KMRL retains the right to en-cash the Security Deposit and claim damages from the Licensee and even terminate the License Agreement as mentioned in the 'Security Deposit' Clause of the Draft License Agreement. In cases of termination of license agreement, the licensee shall be treated as an unauthorised occupant and KMRL shall be entitled to evict the licensee from the premises.

## **6.15 Extension of Fitment period on compelling circumstances.**

- 6.15.1 If in event of, the progress of work being delayed by any circumstances not in the control of the licensee, such circumstances shall be immediately brought to the notice

of KMRL by the licensee. In genuine cases, at the sole discretion of KMRL, Fitment period may be extended suitably by such period, as in the opinion of KMRL are reasonable having regard to the nature and period of delay and the type and quantum of works affected by such circumstances. However, there would not be any change to the license period.

6.15.2 Apart from above, the Licensee shall not be entitled for any other compensation for works so carried forward to the extended period of time. In addition, Licensee shall also make constantly its best endeavors to bring down or make good any such delay and shall do all that may be reasonably required to the satisfaction of KMRL to proceed with the works.

6.15.3 Any failure or delay by KMRL to provide the Licensee possession of the Licensed Space(s) after LOA or to give the necessary permission or necessary drawings or instructions or any other delay caused by the KMRL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the LOA or the License Agreement as the case may be or alter the character thereof or entitle the Licensee to any damages or compensation.

6.15.4 Nevertheless, in the event of the delay in completion of works due to reasons being attributable to Licensee, or its failure to complete its obligations within specified time as per the License Agreement, for the reasons other than those directly attributable to KMRL, Licensee shall not be entitled for any extension of fitment period.

## **6.16 ASSIGNABILITY & ENCUMBRANCES**

6.16.1 Under no circumstance, shall the structures or facilities constructed or installed at the Licensed Space(s) be hypothicated, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created by the licensee in favour of any person, including any Lenders / Financial Institution(s) / Banks etc.

## **6.17 Insurance**

The Licensee shall, within the 30 (thirty) days of the Commencement Date, procure and submit to KMRL copies of insurance policies effected with an insurance company operating in India in respect of the following:

a. Licensee's Property at Licensed Premises: The Licensee shall insure all furniture and fittings at the Licensed Premises against all loss or damage for a limit of not less than full replacement cost.

b. Insurance for Workers: The Licensee shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Licensee.

c. Liability to Third Party: All liabilities to third parties (including KMRL) arising out of loss, damage, death or bodily injury (including bodily injury arising out of the consumption of food & beverages etc, sold by the licensee within the premises of KMRL), for an amount not less than INR 2 lakhs per event.

Note:

- (i) For any claim falling under the liability policies taken by KMRL, the Licensee should extend full cooperation in providing required documents /information related to the claim, to the KMRL's Insurer.
- (ii) The Licensee shall comply with the conditions stipulated each of the insurance policies. The Licensee shall not make or cause to make any material alteration to the terms of any insurance without the Prior approval of KMRL. If the insurer makes (or purports to make) any such alterations, the Licensee shall notify KMRL immediately.
- (iii) If the Licensee fails to effect and keep in force any of the insurances required under this Agreement, or fails to vide satisfactory evidence, policies and receipts in accordance with the requirement, KMRL may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default and pay the premiums due. In such case, the premium paid by KMRL plus administrative charge shall be recoverable from the Licensee by KMRL, and may be deducted by KMRL from any amount due or to become due, to the Licensee or recover the same as debt due from the Licensee. The Licensee shall not dispute the amount of premium paid by KMRL or the overhead charges thereon.

## **6.18 TAXES AND OTHER STATUTORY DUES**

6.18.1 All other statutory taxes, statutory dues, local levies, GST etc. as applicable time to time, shall be charged extra and shall be remitted along with the License Fee as and when notified by KMRL. The licensee shall indemnifying KMRL from any claims that may arise from the statutory authorities in connection with this License.

- 6.18.2 Cost of stamp duty, if any, on execution of agreement in pursuance of this tender shall be borne by Successful Bidder.
- 6.18.3 Taxes/Municipal Taxes, if any, shall be borne solely by Successful Bidder.
- 6.18.4 The successful will not ask for any claim or compensation or damages from KMRL, if advertisements in the licensed premises are not permitted due to local laws/civil authorities.

## **6.19 Notices**

- 6.19.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post to such Party at the address given in the proposal document for issue of proposal document.
- 6.19.2 It shall be deemed that by submitting the Bid, the Bidder indemnifies KMRL, 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 future.

## **6.20 Violation and Penalty Clauses**

- 6.20.1 The actions enumerated in Table 6.20 would be treated as isolation, which will entail penalty and even lead to termination of contract, if repeats. The list is not exhaustive and can be amended from time to time with notice to the licensee.
- 6.20.2 Licensor reserve the right to impose the penalty on Licensee up to Rs.5000/- per offence/ violation and upto Rs. 50,000/- for subsequent violations on the following offences/ violations, besides taking action under any other law in force: -

**TABLE 6.20**

1	Not following the instructions of the KMRL Administration even after 10 days from the date of issue of notice
2	Any staff of Licensee found in drunken condition / indulging in bad conduct.
3	Any staff of the Licensee found creating nuisance.
4	Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
5	Improper maintenance of the Metro Property allotted to the licensee.
6	Dishonour of drafts and Cheques given by Licensee in favour of KMRL
7	Misbehaviour with staff and commuters of KMRL.
8	Not following safety and security norms as may be indicated by authorized representative of KMRL.
9	Not following instructions issued by KMRL from time to time and other violations of the contract agreement.
10	Usage of KMRL brand/ logo/ name without permission of KMRL.
11	Unhygienic & unsafe upkeep at any location/s
12	If KMRL has found that passengers has taken food/ beverages purchased from the outlet is being taken to rolling stock (train)/ littered.
13	If waste management not done properly.

## **6.21 Termination of license in the event of default**

6.21.1 Event of Default of the applicant shall be as set out below: KMRL shall have the right to terminate the license by giving thirty (30) days' notice.

- a) The applicant has breached any of the tender conditions/ terms of contract, including those mentioned in Table 6.20
- b) The applicant has been declared insolvent;

- c) The applicant has unlawfully repudiated the Contracts or has otherwise expressed an intention not to be bound by the Contracts.
  - d) Payment defaults of any amount due to KMRL for a period more than sixty (60) days.
- 6.21.2 In the Event of Default of the applicant in relation to the Project and/, KMRL shall, without prejudice to any other right that it may have, be entitled to encash the Performance Security(ies) for such licensee and Terminate that Contract in its sole discretion.
- 6.21.3 KMRL reserves the right to terminate the Contract by giving 3 (three) months advance notice in writing to the licensee without assigning any reason thereof.

## **6.22 Effect of Termination**

- 6.22.1 If the licensee wishes to terminate the License after lock -in period of i.e 50% of the license period, he shall give 180 days' notice and surrender the licensed premises to KMRL and settle the account and get back the interest free security deposit.
- 6.22.2 Upon termination of contract, neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) that may induce a third party to believe that the other party is still providing services as provided under this Contract.
- 6.22.3 The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any rights/ liabilities of either party to the other party existing as on the date of expiration or termination of the Contract.

## **6.23 Corrupt Practices**

- 6.23.1 Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, following definitions are relevant
- 6.23.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and

6.23.3 "Fraudulent Practice" includes misrepresentation of facts in order to influence the tender process or the execution of the Contracts to the detriment of KMRL, and also collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial/ non - competitive levels and to deprive KMRL of the benefits of free and open competition.

6.23.4 If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, KMRL reserves the right:

- A. Not to award Contract to such Bidder,
- B. To cancel the Contract, if already awarded. In case of cancellation, KMRL shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. KMRL shall also have the right to forfeit the Bid Security/ Security Deposit of such Bidder, and
- C. To ban the business dealing with the Bidder who has engaged in such practices either indefinitely or for a specified period of time.

## **6.24 DISPUTES-ARBITRATION & JURISDICTION**

6.24.1 The licensee must initiate discussions with KMRL with regard to any dispute. Only after exhausting all remedies with KMRL, All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed there under which are now enforced or which may hereafter come into force are applicable), shall in the first instances shall be referred to the sole arbitration of a person to be appointed by the MD/Director of the KMRL in accordance with the Arbitration and Conciliation Act. The award of the arbitrator so appointed shall be final and binding on the parties. .

6.24.2 In the event of Licensee committing any default in the terms and conditions of the License or backing out after becoming successful bidder KMRL shall have the right to debar the bidder/ Licensee from participating in future tenders. The license shall be governed by provisions of the Public Premises Act and all Acts relevant to Metro Railways.

- 6.24.3 KMRL shall be at liberty to proceed against the licensee who defaults in the payment of amount due to KMRL and recover the amount with interest @ 12% per annum from the due date. Any expense towards legal or any other charges that may be incurred by KMRL on this account shall be liable to be realized from the licensee.
- 6.24.4 On expiry of the license period or on termination of the license by the KMRL on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by the KMRL. Further, licensee shall remove his/ their goods and other materials from the premises immediately, except the electrical wires and fixtures, failing which KMRL reserve its right to remove such goods/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days and goods and materials of the licensee are not removed from the premises, KMRL shall be at liberty to dispose off the goods/materials of the Licensee by public auction and to recover the cost thereof. The Licensee shall not be entitled to raise any objection in such an eventuality.
- 6.24.5 The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/building(s)/ land/ garden/tank/premises to or in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
- 6.24.6 The KMRL and its officials, its servants and agents shall at all times have the absolute right of entry into the said premises.
- 6.24.7 The provision of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and the rules framed/ to be framed there under shall be applicable for all matters relating to this license.
- 6.24.8 During any Arbitration proceedings, the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the contract, failing which the license is liable to be terminated and eviction proceedings will be initiated.
- 6.24.9 In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the courts shall be within Ernakulam only.

## **6.25 ELECTRICAL POWER SUPPLY**

### **6.25.1 UTILITY CHARGES**



- 6.25.1.1 The licensee shall provide complete cabling from KMRL panel board to the selected kiosk space/ retail space at his own cost. Approval for routing of the cables in the metro stations shall be obtained from KMRL. All materials used shall be complying with NFPA 130 and other National/international standards applicable to Metro Stations.
- 6.25.1.2 Electricity connection will be provided by KMRL and in addition to the License Fees as provided in the contract, the Licensee shall pay Utility Charges for electricity and other services at the selected location. The licensee shall bear the electricity charges and security deposit in respect of connection to the licensed premises, as fixed by KSERC applicable to commercial consumers of KSEBL from time to time on a monthly basis as per the bills raised by KMRL.
- 6.25.1.3 For the purpose of supplying electricity, KMRL will follow rules given below, amended in time to time.
- a) Indian Electricity Act 2003
  - b) CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and its subsequent amendments.
  - c) Regulations of Kerala State Electricity Regulatory Commission,
    - Kerala Electricity Supply Code, 2014
    - Schedule of tariff and terms and conditions for retail supply of electricity by Kerala State Electricity Board Limited and all other Licensees Tariff adv. No 1007/F&T /KSERC/2016 dated 17/04/2017

**6.25.2 ELECTRICAL METERING:**

- 6.25.2.1 Licensee shall provide pre calibrated smart energy meter CT or operated calibrated Energy Meters having provision of MDI. TOD etc. of required capacity at his cost confirming to BIS standards and of KSEB approved make along with test certificate. If in case, the licensee is not able to purchase the smart energy meter, KMRL will provide and the cost for the same to be paid to KMRL by the licensee.
- 6.25.2.2 The smart energy meter shall be sealed and calibrated by KSEB /KMRL. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
- 6.25.2.3 Regular testing of all smart energy meters at defined interval will be the responsibility of Licensee.
- 6.25.2.4 Smart energy Meters including connected accessories/ meter box / modification at panel level to install meter etc., in line with specifications of

KMRL to be procured, installed and commissioned by Licensee for his own metering at his own cost.

- 6.25.2.5 Upon installation of the equipment, the Licensee shall submit an application to KMRL in a prescribed format, stating the connected load details. A general schematic drawing of the concerned section shall be provided by the Licensee. Any change in the connected load shall be intimated to KMRL in advance. The Licensee shall also provide the subcontractor details to KMRL.
- 6.25.2.6 KMRL shall accept an application from the Applicant for reduction in load only after six months from the original sanction. All application for load enhancement by the Applicant would be dealt with by KMRL as a new connection and KMRL would follow the procedure as in the case of a new connection.
- 6.25.2.7 KMRL shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
- 6.25.2.8 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected .The electricity connection will be provided back on first occasion only when Licensee pays necessary penalty as per KSERC norms and remove excess load.
- 6.25.2.9 The Applicant's industry/ trade shall not have been declared to be obnoxious, hazardous/ pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's licensed premises.
- 6.25.2.10 KMRL shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption/security deposit paid by the Applicant or performance bank guarantee of the Licensee, in the event of termination of the agreement prior to the expiry of the contract period or in case of any contractual default.
- 6.25.2.11 KMRL shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption /security deposit or performance bank guarantee of the Licensee, to other service connection(s) that may stand in the Applicant's name.
- 6.25.2.12 KMRL shall be entitled to disconnect the service connection under reference in the event of any default and/or non – compliance of statutory requirements and /or in consequence of a legally binding order by statutory authority(ies) / Court of law, without prejudice to the KMRL's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant shall pay penalty imposed by KMRL on its own discretion for

the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.

- 6.25.2.13 The details mentioned in the application form shall be true to the Applicant's knowledge. If any information is found incorrect at a later date, KMRL will have the right to withhold / disconnect supply, as the case may be, and forfeit the advance consumption security depositor performance bank guarantee of the Licensee .
- 6.25.2.14 Any additional charges comes in terms of loss, tariff, compensation, duty etc. shall be borne by licensee.

### 6.25.3 SPECIFICATION OF ELECTRICAL WORK

- 6.25.3.1 The licensee shall provide all necessary cabling installation. Power connectivity from the existing power points to the sites will have to be provided by the Licensee at his own cost after obtaining approval from KMRL. The licensee shall draw all electricity cabling at their own cost after obtaining the approval of KMRL.
- 6.25.3.2 The materials used shall be KMRL approved materials.
- 6.25.3.3 All the electrical work done within the applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per CEA (measures relating to safety & Electrical supply) Regulations 2010 and its subsequent amendments and other applicable laws, statutory provisions and standards in force at the time, and indemnify KMRL against any loss accrued to the Applicant on this account. If there is any harm/loss to the property of KMRL or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
- 6.25.3.4 The power cables used shall be only XLPE insulated armored copper conductor FRLS cables.
- 6.25.3.5 KMRL shall provide supply, if available, at one fixed point as per KMRL plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Applicant. Approval to the layouts/schemes/details shall be taken from KMRL prior to the commencement of the work. The licensee hereby voluntarily and unequivocally agrees not to seek any claims, damage, compensating or any other consideration what so ever on account of time and cost associated in making provision of electricity.
- 6.25.3.6 The wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc shall be as per KMRL approval.

- 6.25.3.7 KMRL will provide power supply of single phase, 230V, 50 Hz for a max connected load up to 5 KW; Electrical load requirement exceeding 5 KW will be given on 3 – phase, 415V, 50 Hz subject to availability.
- 6.25.3.8 The total demand load & total connected load shall be treated as same. Licensee will have to pay applicable fixed charges as per the total connected load only.
- 6.25.3.9 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the KMRL DB or to any other place as directed by KMRL. Installation test report issued by licensed electrical wiring contractor in the prescribed format and countersigned by the applicant shall be submitted by the Licensee.
- 6.25.3.10 Licensee has to modify the lighting circuits from station area lighting circuits to his own lighting circuits at his own cost. Licensee shall use energy efficient lightings (LED) & shall provide proper light fixtures , Lamps, Electronic ballast etc. as per KMRL approval. Licensee shall provide uniform & good illumination level not less than 100 lux in any case Licensee will not be allowed to provide room heating appliance or air conditioner of any kind.

#### 6.25.4 RELIABILITY OF POWER SUPPLY / USE OF DG SET

- 6.25.4.1 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per requirement. KMRL shall not be providing any power supply from station DG set or UPS. Although the power fed from normal source is quite reliable, Licensees may however, provide UPS / Inverter at their own cost in own premises, if desire or need arise and to be ensured that power shall not be back feed to the mains.
- 6.25.4.2 Licensee shall not be permitted to use any standby Diesel Generator sets. Licensee will only be permitted to use standby UPS/Inverter system with maintenance free battery. The load of such standby UPS/ inverter system will be taken as a part of connected load.

#### 6.25.5 OPERATION AND MAINTENANCE

- 6.25.5.1 Licensee has to operate and maintain entire electrical system under its jurisdiction i.e. entire electrical power system downstream from installed smart energy meter of Licensee including meter in line with good maintenance practice to maintain entire system in safe & working condition. Licensee has to ensure that all the electrical work done within the Licensee premises including

wiring, power outlets and gadgets for power distribution are used, operated and maintained properly for guarding against short circuits/fires and are as per CEA (measures relating to safety & Electrical supply ) Regulations 2010 and its subsequent amendments and other applicable laws, statutory provisions and standards in force at the time, and Licensee has to indemnify KMRL against any loss accrued to the Licensee on this account. Further, the Licensee agrees that if there is any harm/loss to the property of KMRL or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Licensee, all the loss shall be borne by the Licensee.

#### 6.25.6 FIRE ALARM & CONTROL SYSTEM AND FIRE NOC

- 6.25.6.1 Fire NOC for station area was issued by local Fire Authority for occupancy class Assembly Building. However, Fire NOC for PD/Retail area as applicable has to be taken by Licensee at its own with all cost to Licensee.
- 6.25.6.2 Fire Extinguisher: Every retail / Property development area shall have enough Fire Extinguishers as per requirement to be provided by Licensee.
- 6.25.6.3 Putting up of signage for Emergency walkway/fire escape route/ refuse area/entrance/common area and their lighting, cleaning, maintenance and security at PD area premises is under Licensee scope of work.
- 6.25.6.4 The existing capacity of Fire Fighting pumps and tanks are already meeting the fire provision requirement of station operation area and retail area as per requirement. (i.e , Fire tank with 01 lakh ltr capacity / Fire pumps with 2850 lpm), Any addition / up-gradation/ modification to this existing system on account of change in category of Fire NOC as per Licensee retail planning will have to be carried out by Licensee at his own cost so as to meet all statutory requirement of Local Fire Authority.
- 6.25.6.5 If the existing retail area structure / usage are required to be upgraded/ modified for commercial reasons, the same has to be carried out by Licensee at its own cost duly ensuring that entire work on completion meets statutory requirement on Fire safety & electrical safety including meeting with the specifications of KMRL.
- 6.25.6.6 Additional work such as provision of fire / smoke detectors along with repair / replacement of any of the equipments/ items related to fire protection system along with the works involved for integration of the same to the Main Fire alarm & control system and provision of water sprinkler system /FHC with the required piping works as per statutory requirement will have to be carried out by Licensee at its own cost.

- 6.25.6.7 Integration of water sprinkler system to the existing hydrant pipe line will have to be carried out by Licensee.
- 6.25.6.8 Licensee should not in any way obstruct or permit the obstructions of any emergency walkway/fire escape route/ refuse area/entrance/common area within or outside their premises.
- 6.25.6.9 Licensee shall not store or use flammable or explosive substance in their premises.
- 6.25.6.10 Use of coal/LPG/PNG and other electrical appliances for the purpose of cooking / serving the eateries are not permitted.
- 6.25.6.11 Licensee has to operate and maintain entire Fire system under its jurisdiction at station in line with good maintenance practice to maintain and keep all fire hydrants, sprinklers, fire alarm and control system, emergency lights, exit signage and firefighting equipments in working order at all times and system meet all stipulations / requirement laid down by local Fire Authority. The Fire safety system shall be subjected to the periodical inspections of KMRL or Government Fire safety Authorities.

## **7 FORMATS FOR SUBMISSION**

## 7.1 Annexure 1- Letter of Application

(To be submitted and signed by the Bidder's authorized signatory)

To,  
DGM (Procurement)  
Kochi Metro Rail Ltd  
8<sup>th</sup> Floor Revenue Tower  
Park Avenue (Opp. Boat Jetty)  
Ernakulam- 682011

Sub: RFP for Licensing of office spaces inside Aluva metro station.

Sir,

- a. Being duly authorized to represent and act for and on behalf of..... (herein after referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for "licensing of office spaces in Aluva metro station (hereinafter referred to as "Project") on License basis, according to the terms & conditions provided by KMRL.
- b. Our Technical Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified and will be participating in the online auction if technically qualified.
- c. The Earnest Money Deposits enclosed in the Envelope 2 marked "Earnest Money Deposit".
- d. KMRL and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you in order to verify statements and information

provided in the application or with regard to the resources, experience and competence of the Bidder.

- e. KMRL and its authorized representatives may contact the following persons for any further information:

Name of the person (s):

Address:

Phone: ...

Email:

Fax:

- f. This application is made with full understanding that:

- Bids will be subject to verification of all information submitted at the time of bidding.
- KMRL reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
- KMRL shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same
- I /We declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
- I / We hereby confirm that I / we have read, understood and accepted all the detailed terms and conditions of this RFP and related Information as required for the Bid. We have also visited the Site for the assessment and have made our own due diligence and assessment regarding the Tender.
- I / We declare that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. I / We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the KMRL to declare our Tender



to be non-compliant, and if the Contract has been awarded to declare the Contract null and void, if anything contrary to the aforesaid is found.

- I / We agree to keep our offer valid for one hundred twenty (120) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the KMRL and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
- This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, compliance of terms and conditions submitted at the time of bidding and its final acceptance by KMRL. We agree that, without prejudice to any other right or remedy, KMRL shall be at liberty to forfeit the entire bid security.

Signature of Bidder/ Authorized signatory

Name of the Bidder (with seal, if applicable)

Date:

Place:

## 7.2 Annexure 2 - General Information of the Bidder

- a) Name of the Bidder:
- b) Constitution of the Bidder: (Individual/ Company/ LLP/ Partnership/ Others)  
If others: (Specify)
- c) DOB/ date of commencement of business
- d) Registration no: (if applicable)
- e) Aadhar no: (for individuals)
- f) PAN No:
- g) Address of the corporate headquarters and its branch office(s), if any, in India
- h) Details of individual(s) who will serve as the point of contact/communication for KMRL within the Company:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone/Mobile Number:
  - (f) Fax Number:
  - (g) E-mail Address:
  - (h) Bank Details
- i) GST No.
- j) Whether Displaced Affected Person / family – Yes/ No
  - \*if yes, attach the certificate issued by Special Tahasildar (LA- Kochi Metro)
  - \*\*if certificate in the prescribed format is not attached, Bidder will not be considered as Displaced Affected Family.

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of Bidder)

Designation

Place

Date:

### 7.3 Annexure 3 - Deleted

### 7.4 Annexure 4 - Deleted

### 7.5 Annexure 5 - Property Details with Minimum Reserve EMD Price

Sl. No.	Identification	Location	Area in sqft	Minimum Reserve License fees (Rs) per sqft/month	EMD per outlet
					(Amount in Rs.)
1	Aluva	PD Level 2A	580	30	30,000

### 7.6 Annexure 6 - Site plans and area breakup statement

Site plans are uploaded on KMRL portal [www.kmrl.co.in](http://www.kmrl.co.in) along with bid documents and can be downloaded by the prospective bidders from the portal.

### 7.7 Annexure 7 - Format for power of attorney for Signing of application (in case application is signed by authorised signatory)

Know all men by these presents, I/ we..... (Name and address of the Bidder/ registered office in case of company) 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 bidding/submitting tender for licensing of office spaces in M.G Road Metro Station, including signing and submission of all documents and providing information/responses to KMRL, representing us in all matters before KMRL, and generally dealing with KMRL in all matters in connection with our Bid for the Project.

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 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.

#### **7.8 Annexure 8 - List of usages banned (Indicative and not exhaustive)**

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. Storage or sale of pan, gutka, tobacco and tobacco products.
4. Storage or sale of any other banned substances.

### 7.9 Annexure-9 - Certificate for Displaced Affected Family

- 7.9.1 It is certified that Mr. ----- S/o---, Address-----and his spouse Mrs.----- , Address--- were having small commercial/office establishment/ were small merchants conducting their business in Shop no: ---, Sy no:---- of ---- Village and the said property was acquired for the Kochi Metro Project.
- 7.9.2 They are qualified as displaced affected family who lost their commercial establishment. Mr...../ Mrs .....has informed that he/she is applying against the RFP floated by KMRL for letting out commercial spaces inside Metro Stations. This certificate is issued for enabling Mr/Mrs .....to submit tender application under displaced affected family category.
- 7.9.3 We also confirm that no certificate to this effect has been issued to any other person in respect of the aforesaid shop/commercial establishment.

Spl. Tahasildar (LA- Kochi Metro)

Name:

Date:

Place:

## **7.10 Annexure-10 Definitions and abbreviations**

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

1. "Services" means services to be provided as per the requirement mentioned in the scope of work.
2. KMRL refers Kochi Metro Rail Limited.
3. "Noncompliance" means failure/refusal to comply the terms and Conditions of the tender;
4. "Nonresponsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD.
5. Bid means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof. Wherever „Tender“ word is used, it shall mean the same as „Bid“.
6. Bidder means an applicant who has submitted the Bid as per notice inviting tender of this RFP document.
7. Bid Security or "Earnest Money Deposit" or "EMD" shall have the meaning ascribed to it in Section III hereof.
8. GST means Goods and Services Tax.
9. Bid Process means the process of selection of the Service Provider through competitive bidding and includes relicense of this RFP document, submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
10. Effective Date shall mean the date on which the Letter of Acceptance is issued by KMRL
11. Letter of Acceptance or "LOA" means the letter or memorandum communicating to the Successful Bidder the acceptance of its Bid.
12. RFP Document or "RFP" shall mean this RFP document and shall include any addendum(s) issued thereto.
13. PD denotes Property development
14. Successful Bidder shall mean the Bidder, whose Bid is evaluated as the most competitive

following the bid evaluation process as set forth in this RFP Document and to whom a Letter of Acceptance is issued subsequently.

15. Displaced Affected family means a small merchant or having a small Commercial/office establishment, in the acquired land.
16. "Handing over date" shall mean the date on which the Concessionaire is handed over physical possession of the approved location (after completion of the contractual formalities like acceptance of LoA, submission of security deposit, signing of agreement etc) within the fit out period.
17. The Gestation Period /fit out period will be that of sixty (60 days) days starting from the handing over date. The Gestation Period /fit out period of sixty (60) days is a Concession Fee holiday period. However, it is expected that the Licensee within this period complete the necessary works as per the approved layout Plan and design.

**7.11 Annexure-11 Electrical connection form -1**

**7.12 Annexure-12 Checklist for office space**

**7.13 Annexure-13 Vendor creation Template- GST-3**

**\* Note- For any further clarifications related to tender submission in Kerala e-tender site, contact IT Mission Trivandrum- 0471 2577388/2577188/2577088**