Application

For
Letting out of Office Spaces in Selected Metro Stations
On License Basis
1. DISCLAIMER

- The information contained in this Document or subsequently provided to Applicant, whether verbally or in documentary form by or on behalf of Kochi Metro Rail Limited (“KMRL”) is provided to Applicants.

- On the terms and conditions set out in this Document and any other terms and conditions subject to which such information is provided.

- This 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 as stated in this document.

- The purpose of this Document is to provide the Applicant with information to assist the formulation of their Proposal.

- This 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 Document.

- Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this 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 Document.

- KMRL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this 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 Document is for general information of the Applicants 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, Palarivattom to Maharajas College on 03/10/2017 and to Thykoodam on 03/09/2019. The stations along the stretch are architecturally themed and are attracting substantial ridership.

2.2 KMRL invites application from interested Applicants for Letting out of office Space in selected Metro Station on license basis for a period of 10 years.

3. SCOPE OF THE APPLICATION

3.1 KMRL intends to select applicants to grant license for office Space in selected Metro Station on license basis. The applicants can apply for the locations mentioned in Annexure-3. The office spaces at the Project Site are proposed to be given on license basis through application as demarcated in the plans placed as Annexure-4. The area of each location and the minimum reserve price are as mentioned in Annexure- 3 of this document. The areas are in form of built up areas for office spaces, details of which are given. The Licensee shall have the following 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 % every 3 year.
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 Document.
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 this document.
3.1.9 GST shall be paid extra by the Licensee, as applicable.
3.1.10 The licensee shall be liable 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 shall 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. The construction/installation furniture and other properties in the licensed premises shall be adequately insured by the Licensee. Design of the structure shall be got approved by KMRL before construction/installation. 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 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 paid 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 shall be installed at the cost of the Licensee. All necessary certifications to be taken.

3.1.15 Smart water meter will be provided by KMRL, and the usage 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 License agreement, to be executed, in pursuance of this Application shall be borne entirely by the 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.

3.2 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 office spaces 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 office establishment, who wish to have office space on license basis shall duly and necessarily participate in the application 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 office space per affected family/establishment, irrespective of number of affected persons.
3.2.3 In order to apply under the displaced affected family category, the applicant has to attach certificate issued by Spl. Thahasildar (LA-Kochi Metro) along with the application form, 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.

3.2.4 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/office space in KMRL premises elsewhere in the capacity as ‘Project affected family’.

4. INSTRUCTIONS TO APPLICANTS

4.1 General

4.1.1 The intending applicant must read the terms and conditions carefully and should submit his application only if he considers himself eligible and he is in possession of all the documents required.

4.1.2 The applicant can be an individual/partnership/company or any other legal entity, and the successful applicant eligible in all respects shall be granted license, subject to provisions in clause 4.1. Such successful applicant who is granted license will be termed as “Licensee”

4.1.3 Consortium is allowed.

4.1.4 Applicants need to refer Annexure-9 for definitions and abbreviations.

4.1.5 The applicant is required to examine carefully all the contents of the Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the application. Failure to comply with the requirement(s) of this Document will be at the applicant’s own risk & responsibility and will entail rejection of application.

4.1.6 Applicants need to register and download application from the KMRL website, www.kmrl.co.in

4.1.7 Application 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

4.1.8 All costs for site visits, obtaining information/data and preparation/meetings, etc. in relation with submission of application shall be borne by the applicants.

4.1.9 Applicants are requested to submit all documents as mentioned in clause 5, along with the application. Non submission/incompleteness of the documents submitted may lead to the rejection of the application.
4.1.10 KMRL reserves the right not to choose any applicant or to relinquish the application process or to reissue application with or without modification. KMRL is not bound to furnish any explanation to its decision to any of the applicants/prospective applicants.

4.1.11 If any applicant wishes to participate under the “Displaced Affected family” category, his/her technical application shall contain the certificate as mentioned in clause 3.2.3 In the absence of valid certificate, he shall be only considered as a general applicant and no right as mentioned in Clause 3.2 will be extended.

4.2 Amendments

4.2.1 KMRL may modify this document as and when required. Any changes thus made shall be part of this document and shall be uploaded on KMRL website (www.kochimetro.org/) and will be given adequate publicity (via scroller in the website). The applicants are advised to check the website before submission of application.

4.3 Format and Signing of Application

4.3.1 The application shall be prepared and shall be signed by the applicant himself or by a person or persons duly authorized to bind 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 applicant is authorising his family member or its employee or any other person, a live and valid “Power of Attorney” authorising such person shall be produced along with the application. The person or persons so authorized for signing the application shall sign all pages of the application including supporting documents and printed literature. Each page of the application must be numbered. The Power of Attorney, duly stamped and signed by the attorney shall be ideally in the format as provided in Annexure 6 hereof.

4.3.2 The application shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Applicant. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the application have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

4.3.3 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) Applicants shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the application and forfeiture of Security Deposit.

4.4 Submission of Application

4.4.1 Application shall be sent to the email id specified in the site and original document shall be submitted to KMRL

4.5 Right to Accept Any application and to Reject Any or All application

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

4.6 Modification and Withdrawal of Application

4.6.1 Except where expressly permitted by these instructions, the applicants 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 applicant with or as part of his application.

4.6.2 No application shall be allowed to be modified by the applicant after the deadline for submission of application.

4.6.3 The application submitted in original will be taken as a final.
4.6.4 Withdrawal of an application during the interval between the deadline for submission of application misrepresentation of documents or data submitted in application submission etc. shall result in rejection of application.

4.7 Qualification Procedure

4.7.1 The prospective applicant (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. Application without adequate supporting documents shall be treated as non-responsive. The application will be considered as responsive only if the applicant satisfies all the conditions mentioned below:

(a) The Applicant should be an individual, partnership/ LLP, Company or other legal entity recognised by Indian laws.

(b) Shall not have defaults on any bank/institution’s 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 2018-2019 as certified by C.A. Or, should produce banking reference equal to the availability of credit limit equal to Rs. 5, 00,000.

(d) Applicant should have a Pan card. Copy of the same to be submitted.

4.8 Conflict of interest

4.8.1 An applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the application process. Any applicant found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, KMRL shall be entitled to forfeit and appropriate security deposit as mutually agreed compensation and damages payable to KMRL for, the time, cost and effort of the KMRL etc. including consideration of such applicants 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, an applicant shall be deemed to have a Conflict of Interest affecting the applying process, if:

(a) Applicant/ Constituent of Applicant is also a constituent of another Applicant for the same space; or

(b) Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or an Associate thereof; or
(c) Applicant has the same legal representative for purposes of this application as any other applicant for the same space; or

(d) Such Applicant, or any Associate thereof, has a relationship with another Applicant, 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 application of either or each other; or

Such Applicant 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 Document. Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre-qualification stage will be considered to subsist only, as between such Applicants attracting Conflict of Interest provisions on account of shareholdings, who submit Applications under this document

4.9 Payment Terms/ Schedule of activity for the successful applicant

<table>
<thead>
<tr>
<th>Stage of Activity</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>Within 14 days of issue of Letter of Award. On request of the successful applicant, extension may be given for a maximum period of 30 days for genuine cases at the sole discretion of KMRL.</td>
</tr>
<tr>
<td>Handing over date of site</td>
<td>KMRL will hand over the site, post receipt of security deposit and first month advance license fees.</td>
</tr>
<tr>
<td>Signing of License Agreement</td>
<td>License agreement is expected to be executed on the same day of the handing over of the site.</td>
</tr>
<tr>
<td>License period</td>
<td>The License period will be 10 years including the fitment period; license shall start from the date of handing over of the site.</td>
</tr>
<tr>
<td>Completion Certificate</td>
<td>Licensee has to obtain the Completion certificate from KMRL before start of business operation in that site.</td>
</tr>
</tbody>
</table>
Commencement of KMRL Billing of monthly License fee

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 61st 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, prorate License Fees will be charged for such area from the date of start of business operation.

4.9.1 After selection, Letter of Award (LOA) will be issued, in duplicate, by KMRL to the successful applicant.

4.9.2 Successful applicant 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 applicant is not received by the stipulated date, KMRL may, unless it consents to extension of time for submission thereof, appropriate the Security Deposit of such Applicant as Damages on account of backing out from the application.

4.9.3 After acknowledgement of the LOA, 1st month advance license fee shall be paid by the Licensee 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 application 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 year and 10% every year respectively on compounding basis during the period of license, i.e. 10 years or such extended period, if any.

4.10 Notification of Award

4.10.1 The Successful applicant 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 the application has been accepted. License agreement shall be executed on or before the date as mentioned in the LOA or such date as approved by KMRL.

4.11 Interest Free Security Deposit

4.11.1 The successful applicant shall submit Interest Free Security Deposit to KMRL equivalent to 6 months license fees.

4.11.2 100% of security deposit to be paid through online.
4.11.3 The License Fee shall be escalated by 20% on completion of every 3 year of license period, on compounding basis and on each escalation, the differential amount of security deposit based on the escalated license fees shall be paid by the Licensee.

4.11.4 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 Applicant and Technical documents as per Annexure 2.

5.3 Documents proving eligibility as per clause 4.9

5.5 Power of attorney as per Annexure 6

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 Application Document and other supporting documents uploaded in the website by KMRL.

5.8 Bank details of the Applicant in their letterhead.

5.9 Electrical connection form as per Annexure 10

5.10 Checklist for Office space as per Annexure 11

5.11 Vendor creation Template- GST-3 as per Annexure 12

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 Applicant shall be granted access to the premises to operate, manage and maintain the Licensed Space(s) at the subject Site and as detailed in Annexure – 4 of this Application document. The area shall be used only for the business purpose as mentioned in the technical write up. If the applicant 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 – 3 here to, are approximate. Actual area shall be measured at the time of handing over of 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 applicant 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 31st 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 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 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. Applicant may apply keeping in view of the above.

6.1.6 The chargeable areas as marked / delineated on plans provided under Annexure-6 common areas include 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 6.10 herein below. The Successful applicant 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 Applicant 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 Applicant 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 commercial operations, 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 erect 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 Applicant shall be obliged to pay the License Fee and all other payments, as per the terms of the Document and comply with all the terms and conditions of the License Agreement during the period of license.

6.2.3 There shall be a lock in period equivalent to 50% of license period (here 60 months) from the date of commencement of license period.

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 by 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 (Eviction of Unauthorised Occupants) Act, 1971 or any such other 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 mandatory notice period or notice period shorter than 180 days, the agreement shall deemed to be terminated on the date as requested by the Licensee, 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 the notice period/shortfall 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. Ten (10) 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 over 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.

6.2.9 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.

6.2.10 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.

6.2.11 The KMRL and its officials, its servants and agents shall at all times have the absolute right of entry into the said premises.

6.3 Signage and Advertisements:

6.3.1 The Licensee will be permitted 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 restrictions/ 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 approved by KMRL.

6.3.3 The Licensee shall need to obtain a written approval from KMRL 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:

6.4.1 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 Fitment period

6.5.1 Maximum of 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 Licensee.

6.6 Prohibition of subletting/sublicensing

6.6.1 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 its discretion, on such application from legal heirs, may allow his legal heirs to continue business for the remaining period of license.

6.6.2 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.

6.7 Approvals from KMRL

6.7.1 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).

6.7.2 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.
6.8 End of the License Period

6.8.1 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).

6.8.2 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 business 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.

6.9 Statutory Clearances

6.9.1 The licensee shall at its 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.

6.9.2 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.

6.9.3 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.

6.9.4 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.

6.9.5 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.

6.9.6 Firefighting and other infrastructure so created within the Licensed Space(s) must be integrated with that already provided /planned for Metro Station.

6.10 Infrastructure Services

6.10.1 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.
6.10.2 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.

6.10.3 Provisioning of smart energy meter with valid calibration from approved lab of KSEB is in the scope of licensee.

6.10.4 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.

6.10.5 Electric Supply as per fitment guidelines issued by the office of KMRL.

6.10.6 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.

6.10.7 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.

6.11 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.

6.11.1 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 equipment 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 equipment 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.

6.11.2 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.

6.11.3 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.

6.12 Works

6.12.1 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.

6.12.2 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.

6.13 Payments to KMRL

6.13.1 In consideration of the license granted to the Licensee for the Licensed Space(s), the Licensee shall make payments to KMRL in following manner:

6.13.2 License Fee: The Licensee, shall make advance payments for License Fee along with the maintenance charges on monthly basis to the KMRL at the agreed rate 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 Applicant per square feet per month basis.

6.13.3 GST: As applicable will be borne/ paid solely by the Licensee.

6.13.4 The water charges at actuals plus Taxes as applicable shall be payable by the Licensee. 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 by the Licensee.

6.13.5 The common area maintenance (CAM) charges @10% of the rate quoted per sqft per Month shall be payable along with the license fees.

6.13.6 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.

6.13.7 Even 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.

6.13.8 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.

6.14 Extension of Fitment period on compelling circumstances.

6.14.1 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.

6.14.2 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.

6.14.3 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.

6.14.4 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.

6.15 ASSIGNABILITY & ENCUMBRANCES

6.15.1 Under no circumstance, shall the structures or facilities constructed or installed at the Licensed Space(s) be hypothecated, 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.

6.16 Insurance

6.16.1 The Licensee shall, within 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.

6.17 TAXES AND OTHER STATUTORY DUES

6.17.1 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 indemnify KMRL from any claims that may arise from the statutory authorities in connection with this License.

6.17.2 Cost of stamp duty, if any, on execution of agreement in pursuance of this document shall be borne by Successful Applicant.

6.17.3 Taxes/Municipal Taxes, if any, shall be borne solely by Successful Applicant.

6.17.4 The successful applicant shall 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.

6.18 Notices

6.18.1 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.
6.18.2 It shall be deemed that by submitting the application, the applicant 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 Applying 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.

6.19 Violation and Penalty Clauses

6.19.1 The actions enumerated in Table 6.19 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.

6.19.2 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 6.19**

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

6.20.1 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 document 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 conditions of license or has otherwise expressed an intention not to be bound by the License agreement.
d) Payment defaults of any amount due to KMRL for a period of sixty (60) days or more.

6.20.2 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.

6.20.3 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.

6.21 Effect of Termination

6.21.1 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.

6.21.2 Upon termination of license, 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 license is still valid.

6.21.3 The expiration or termination of the License 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 License 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 License.

6.22 Corrupt Practices

6.22.1 Applicants 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

6.22.2 “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

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

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

a) Not to award Contract to such Applicant,

b) To cancel the Contract, if already awarded. In case of cancellation, KMRL shall be entitled to recover from the Applicant the amount of any loss arising from such cancellation in accordance with the provisions of this Document. KMRL shall also have the right to forfeit the Security Deposit of such Applicant, and

c) To ban the business dealing with the Applicant who has engaged in such practices either indefinitely or for a specified period of time.

6.23 EFFECTS OF DEFAULT AND JURISDICTION

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

6.23.2 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.

6.23.3 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.

6.23.4 Subject to the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 any dispute or differences arising out of this Application/Agreement shall fall under the exclusive jurisdiction of courts at Ernakulam.

6.24 ELECTRICAL POWER SUPPLY

6.24.1 UTILITY CHARGES

6.24.1.1 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.

6.24.1.2 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.

6.24.1.3 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,
d) Kerala Electricity Supply Code, 2014
e) 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 as determined by KMRL for the damages caused to the leased property on account of any default or noncompliance 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 deposit or 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 armoured 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 Earthling 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, if required, subject prior written approval from KMRL. Licensee shall use energy efficient lightings (LED) & shall provide proper light fixtures, Lamps, Electronic ballets 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 Central Electricity Authority (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 at his own cost.

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 equipment 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 Authorities.

7 FORMATS FOR SUBMISSION

7.1 Annexure 1 - Letter of Application

(To be submitted and signed by the Applicant’s authorized signatory)

To,
SDGM (Procurement)
Kochi Metro Rail Ltd
4th Floor JLN Stadium Metro Station Building,
Kaloor, Kochi, Kerala- 682017

Sub: Application for Licensing of Office Spaces inside Selected Metro Stations.

Sir,

a. Being duly authorized to represent and act for and on behalf of……………………………… (herein after referred to as the “Applicant”), and having studied and fully understood all the information provided in this Document, the undersigned hereby applies as an applicant for “Licensing of Office Space inside Selected Metro Station” on license basis, according to the terms & conditions provided by KMRL.

b. 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 applicant.

c. KMRL and its authorized representatives may contact the following persons for any further information:
d. This application is made with full understanding that:

- Application will be subject to verification of all information submitted at the time of Submission.
- KMRL reserves the right to reject or accept any application, cancel the application process, and/or reject all application.
- KMRL shall not be liable for any of the above actions and shall be under no obligation to inform the Applicant 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 document and related Information as required for the application. We have also visited the Site for the assessment and have made our own due diligence and assessment regarding the application.
- 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. We acknowledge the right of the KMRL to declare our application to be noncompliant, and if the Contract has been awarded to declare the Contract null and void, if anything contrary to the aforesaid is found.
- This application is made with the full understanding that the validity of application submitted by us will be subject to verification of all information, compliance of terms and conditions submitted at the time of application 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 security Deposit.

Signature of Applicant/ Authorized signatory

Name of the Applicant (with seal, if applicable)

Date:

Place:

7.2 Annexure 2 - General Information of the Applicant

a) Name of the Applicant:

b) Constitution of the Applicant: (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 Thahasildar (LA- Kochi Metro) **if certificate in the prescribed format is not attached, Applicant will not be considered as Displaced Affected Family.

Signed
(Name of the Authorized Signatory)

For and on behalf of
(Name of Applicant)

Designation

Place:

Date:

7.3 Annexure 3 - Property Details with Minimum Reserve Price

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Identification</th>
<th>Location</th>
<th>Area in sqft</th>
<th>Minimum Reserve License fee (Rs) per sqft/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ALUV PD2 A</td>
<td>Aluva</td>
<td>580</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>ALUV PD2 B</td>
<td>Aluva</td>
<td>2525</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>ALUV PD2 C</td>
<td>Aluva</td>
<td>2450</td>
<td>30</td>
</tr>
</tbody>
</table>
### Annexure 4 - Site plans and area breakup statement

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

### Annexure 5 - Format for Financial Proposal for Licensing of Office Spaces Inside Selected Metro Station

(To be submitted and signed by the applicant’s authorized signatory with the quoted recurring payment)

To,
SDGM (Procurement)
Kochi Metro Rail Ltd
4th Floor JLN Stadium Metro Station,
Kaloor, Kochi, Kerala- 682017

Sub: “Application for Office Space inside Selected metro stations.

Sir,

We hereby submit our Financial Offer for the License of premise mentioned in the below table. If the License is awarded to us, we agree to make the following payments to KMRL as per the terms given in this Document.
<table>
<thead>
<tr>
<th>Sl No</th>
<th>Identification</th>
<th>Location</th>
<th>Area (A) Sqft</th>
<th>Minimum Reserve License fees (Rs) per Sqft per month</th>
<th>Quoted License fees (Rs) per Sqft per month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In figures</td>
<td>In words</td>
</tr>
</tbody>
</table>

*May add locations if required

1. I/ We also agree to pay at half rate of License Fee for additional mezzanine floor area, if any to be developed by us (Licensee), pursuant to approval of KMRL and subject to availability/ feasibility.

2. I/ We understand and agree that the License Fee and maintenance charge will be increased by 20% every 3 year on compounding basis as per document. The maintenance charge will be levied at 10% on the license fee payable.

3. Over and above the License Fee, I/we also agree to pay all charges for the energy, water and other utility services provided at the Licensed Space by KMRL, on actuals.

4. I/ We understand and agree that in an event, I / am/we are the selected applicant, any failure to deposit Upfront Advance License Fee and Security Deposit within 21 days from the issue of LOA would entitle KMRL to reject the application.

5. I/ We understand and agree that the arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If I/we do not accept the correction of errors, this Application will be rejected.

6. I/ We understand and agree that GST as applicable and other applicable taxes from time to time will have to be paid by me/ us in addition to the license fee and aforesaid charges.

7. This offer is being made by us/ me after taking into consideration all the terms and conditions stated in this document, and after careful assessment of the spaces, all risks and contingencies and all other conditions that may affect the financial proposal.

Authorized signatory: ___________________________ Date: ____________

Name and seal of Applicant: ________________________ Place: ______________
7.6 Annexure 6 - Format for power of attorney for Signing of application (in case application is signed by authorised signatory)

POWER OF ATTORNEY

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)

To know all men by these presents that, I, ____________, holding the post of _______________ and competent authority of _______________ (the applicant/Lead Member of the Joint Venture/Consortium) do hereby constitute, appoint, authorise and nominate _______________ (Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the Application No: __________, floated by M/s Kochi Metro Rail Limited for _______________ including signing and submission of all the documents and providing necessary information/response to Kochi Metro Rail Limited and also to application, negotiate and also to execute the contract, in case is the license is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the contract till the completion of the tenure of contract to be executed between _______________, _______________, if license is awarded in favour of _______________ whichever is applicable.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of _______________.

IN WITNESS THEREOF, WE ---- (the Applicant/ Lead Member of the Joint Venture/Consortium as previously mentioned) have executed these presents on this ___ day of ______ at______.

For ---- (Applicant/ Lead Member)

Competent Authority

7.7 Annexure 7- 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 firecrackers, industrial explosives, chemicals etc.

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

7.8 Annexure-8 - Certificate for Displaced Affected Family

7.8.1 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.

7.8.2 They are qualified as displaced affected family who lost their commercial establishment. Mr…………………………./ Mrs …………………….has informed that he/she is applying against the Application floated by KMRL for letting out office spaces inside Selected Metro Stations. This certificate is issued for enabling Mr/Mrs …………………………………………to submit application under displaced affected family category.

7.8.3 We also confirm that no certificate to this effect has been issued to any other person in respect of the aforesaid shop/office/commercial establishment.

Spl. Thahasildar (LA- Kochi Metro)

Name:

Date:

Place:

7.9 Annexure-9 Definitions and Abbreviations

In this application 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 .

4. “Nonresponsive” means failure to furnish complete information in a given format and manner required as per the documents or non-submission of application offer in given Forms / Pro forma
or not following procedure mentioned in this document or any of required details or documents is
missing or not clear or not submitted in the prescribed format.

5. GST means Goods and Services Tax.

6. Effective Date shall mean the date on which the Letter of Acceptance is issued by KMRL

7. Letter of Acceptance or “LOA” means the letter or memorandum communicating to the
Successful Applicant the acceptance of its application.

8. Displaced Affected family means a small merchant or having a small Commercial/office
establishment, in the acquired land.

9. “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.

10. 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.

7.10 Annexure-10 Electrical connection form -1
7.11 Annexure-11 Checklist for Office space
7.12 Annexure-12 Vendor creation Template- GST-3