

MAHARASHTRA METRO RAIL CORPORATION LTD.

(Nagpur Metro Rail Project)

REQUEST FOR PROPOSAL (RFP)

FOR

Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.

TENDER NO. N1PD-08/2019



January, 2019.

MAHARASHTRA METRO RAIL CORPORATION LTD.

Metro House, 28/2 Anand Nagar, C K Naidu Road,
Civil Lines, Nagpur-440001

Website: <http://www.metrotrainnagpur.com>

Disclaimer

The Bid Documents for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.”

This document contains brief information about the Project and the Works to be executed and various steps involved in the bidding process. The information contained in the Bidding Documents or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Maharashtra Metro Rail Corporation Limited (hereinafter referred as “MAHA-METRO” or “the Company” or “Employer”) or any of its employees or advisors, is provided to bidders on the terms and conditions set out in the Bidding Documents and such other terms and conditions subject to which such information is provided.

The Bidding Documents are not an agreement and are neither an offer nor invitation by MAHA-METRO to the prospective bidders or any other person. The purpose of the Bidding Documents is to provide interested parties with information that may be useful to them in making their bids pursuant to the Bidding Documents. The Bidding Document include statements which reflect various assumptions and assessments arrived at by MAHA-METRO in relation to the project or the work to be executed pursuant to this bidding process. Such assumptions, assessments and statements do not purport to contain all the information that a bidder may require. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bidding Documents and obtain independent advice from appropriate sources.

The information provided in the Bidding Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MAHA-METRO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MAHA-METRO, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this bidding stage.


MAHA-METRO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements/information contained in the Bidding Documents.

MAHA-METRO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents. MAHA-METRO also reserves the right to change any or all conditions/ information set in the Bidding Documents at any time by way of revision, deletion, updating or annulment through issuance of appropriate addendum/corrigendum as MAHA-METRO may deem fit without assigning any reason thereof.

The issue of the Bidding Documents does not imply that MAHA-METRO is bound to select a Bidder or to appoint the selected bidder for constructing the work envisaged under the Bidding Documents and MAHA-METRO reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

The bidders shall bear all its costs associated with or relating to the preparation and submission of their bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MAHA-METRO or any other costs incurred in connection with or relating to a bid. MAHA-METRO shall not be liable in any manner whatsoever for the above costs or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Maharashtra Metro Rail Corporation Limited

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|  <p>महा मेट्रो NAGPUR METRO</p> | <p><u>E-TENDER NOTICE</u> MAHARASHTRA METRO RAIL CORPORATION LTD (Nagpur Metro Rail Project) (A joint venture of Govt. of India & Govt. of Maharashtra) “Metro House”, 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur-440001 E-mail: md.nmrc.tenders@gmail.com Website: www.metrotrainnagpur.com Telefax: 0712-2554217</p> |
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|---|-------------------------|
| Tender Notice No.: N1PD-08/2019 | Dt. : 29/12/2018 |
| Name of work: Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years. | |

KEY DETAIL

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| License Period | 30 Years from the date of signing of License Agreement, inclusive of applicable fitment period. |
| Documents on sale | Documents can be downloaded from 17.00 hrs. of 02.01.2019 to 16.00 Hrs of 20.02.2019 from MAHA-METRO’s e-tender Portal. |
| Cost of documents | INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) non-refundable (inclusive applicable taxes) though e-payment by Credit Card/Debit Card/Net Banking as per procedure given in e-tender portal |
| Pre-bid Meeting | 22.01.2019 at 11.00 Hours at Metro House, 28/2, Anand Nagar, Civil lines, Nagpur 440001 |
| Last date of submission of queries for Pre-bid. | Till 11.00 Hrs on 22.01.2019 at Email : md.nmrc.tenders@gmail.com |
| Tender Security | To be paid online through Net Banking/RTGS/NEFT/Credit Card/Debit Cards. Refer Clause 5.18 of the Bid Document. |
| Date & Time of submission of Tender | Online submission up-till 16.00Hrs. on 20.02.2019 at MAHA-METRO’s e-tender portal. |
| Date & Time of Opening of Tender | On 20.02.2019 at 16.30Hrs. or as decided by the authority at “Metro House, 28/2, Anand Nagar, Civil lines, Nagpur 440001” |

1. Sale of document, e-payment procedure, submission and other details are available on Maha-Metro tender portal under section in e-tenders <https://mahametrorail.etenders.in>
2. To view this tender notice, interested Agencies may visit the Maha-Metro website **“www.metrotrainnagpur.com”**.
3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**General Manager/Procurement,
MAHA-METRO, (Nagpur Metro)**

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1. INTRODUCTION

1.1. Brief Background

1.1.1. The MAHARASHTRA METRO RAIL CORPORATION LTD. (hereinafter referred to as “**MAHA-METRO**” or the “**Authority**”), a joint venture of the Government of India (GOI) and the Government of the Maharashtra, for implementing the Nagpur Metro Rail Project in Nagpur City. MAHA-METRO was incorporated on 17th February 2015 with a vision to create safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Nagpur City and Nagpur Metro Region. MAHA-METRO is solely responsible for the successful and timely completion of the project & its operations subsequently. Nagpur Metro Rail Project consist of 38.215 Km metro corridor, 36 stations and 2 Depots. The entire stretch is divided into 2 alignments or corridors i.e.

- North-South Corridor with Rail length approx. 19.658 Kms with 16 stations
- East-West Corridor with Rail length approx. 18.557 Kms with 19 stations.

1.1.2. As part of its existing mandate for development of Nagpur Metro Rail Project, Maharashtra Metro Rail Corporation Ltd. (Maha Metro) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand it shall benefit the NMRP commuters by providing one stop solution for their needs.

In view of above, the Authority has developed certain commercial spaces at various levels of Metro Stations. Now, the Authority decides for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years”. The Reach - 1 line is the North-South Line of Nagpur Metro Rail Project. The terminal stations of the line are Khapri Metro Station near Mihan and Sitaburdi Metro Interchange Station in the centre of the City.

1.1.3. Through this Bid MAHA-METRO intends to select one or more ‘Licensee/s’ to take up the said Built-up areas on ‘License basis’ as listed in Annexure-1 and shown in Annexure-4, Annexure – 5 and Annexure – 6.. The stations are in close the vicinity of residential and commercial areas of the Nagpur City.

1.1.4. The Authority has, therefore, decided to carry out the bidding process for selection of a private entity as the bidder to whom the commercial space may be awarded. The proposed built-up space in this bid, shall be provided to successful bidder/s on license basis for a period of 30 Years. The project shall include furnishing/finishing, operation and maintenance of property business space at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station (as earmarked in key plans) for a period of 30 Years. Brief details of the separate units of commercial space available in the station are as follows:

| Sr. No. | Station Name | Property Business Space Number | Level/Floor | Location | Area |
|---------|----------------------|--------------------------------|-----------------|----------|---------------|
| | | | | | (In Sq. Mts.) |
| 1 | Khapri Metro Station | KRI/PD-01 | Mezzanine Level | Unpaid | 237.11 |

| | | | | | |
|----|--------------------------------|-------------------|--|-------------|---------|
| 2 | Khapri Metro Station | KRI/PD-04 | Mezzanine Level | Unpaid | 237.11 |
| 3 | New-Airport Station | NAPT/PD-01 | Road Level | Unpaid | 119.7 |
| 4 | Airport Metro Station | APOT/PD-01 & G-02 | Road Level (301.22 sqm) + Basement (143.84 Sqm) | Unpaid Area | 445.06 |
| 5 | Airport Metro Station | APOT/PD-05 | Concourse Level | Unpaid Area | 126.88 |
| 6 | Airport Metro Station | APOT/PD-06 & G-03 | Concourse Level (399.50 Sqm) + Basement (314.20 Sqm) | Unpaid Area | 713.7 |
| 7 | Jaiprakash Nagar Metro Station | JIN/PD | Road Level | Unpaid Area | 291.83 |
| 8 | Jaiprakash Nagar Metro Station | JIN/PD-01 | Concourse Level - 1 | Paid Area | 105.24 |
| 9 | Jaiprakash Nagar Metro Station | JIN/PD-02 | Concourse Level - 1 | Paid Area | 106.76 |
| 10 | Jaiprakash Nagar Metro Station | JIN/PD-05 | Concourse Level - 2 | Unpaid Area | 1099.13 |
| 11 | Jaiprakash Nagar Metro Station | JIN/PD-06 | Concourse Level - 2 | Paid Area | 313.85 |
| 12 | Jaiprakash Nagar Metro Station | JIN/PD-07 | Concourse Level - 3 | Unpaid Area | 812.81 |

Note : The area at basement level shall be utilised only for storage/godown purpose.

- 1.1.5. This built up area, owing to its strategic location, shall present a unique opportunity for usages such as Retail Stores, Offices, Cafeteria's, Grocery stores, Mobile accessories stores etc.
- 1.1.6. The Successful Bidder shall operate the premises as per the various terms and conditions as stated in the RFP Document along with other timely directives and approvals/instructions provided by Maha-Metro.
- 1.1.7. An information document covering the purpose of the license, tender notice, details of space available, bidding process for New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station may be downloaded from the website "<https://mahametrorail.etenders.in>" and from the Maha-Metro's website "www.metrorailnagpur.com".

2. Notice Inviting Bid

- 2.1 Maha-Metro invites open E - Tenders from suitable bidders who may be a sole proprietorship firm, a partnership firm or a company having registered office in India for selection of a Licensee to grant licensing of built-up spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station on the Reach-1 of Nagpur Metro Rail Project on “as is where is basis”. The allotted built-up spaces can be utilised for commercial activities other than the banned list of usages as detailed in **Annexure – 2 : List of usages banned/ negative list**.
- 2.2 MAHA-METRO shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority, (collectively the “Bidding Documents”) and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in the e-tender notice published, for submission of bids (the “**Bid Due Date**”).
- 2.3 The site plan of New-Airport Metro Station, **Airport** Metro Station and **Jaiprakash Nagar** Metro Station is attached below at Annexure – 4, Annexure – 5 and Annexure – 6 respectively for ready reference.
- 2.4 The RFP document, tender notice, details of space available, bidding process, addendum/corrigendum, license Agreement and any other relevant document can be downloaded from e-tendering website on payment of Non-refundable document fee of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only)** ((inclusive of applicable GST) to be paid via online Payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website : <https://mahametrorail.etenders.in>. The bid document cost shall be paid only once irrespective of whether the bidder wishes to submit the bid for one or more built-up spaces.
- 2.5 Now, the Authority intends to select suitable applicant/s (the “Bidder(s)”), for awarding the Project, through an open competitive bidding process in accordance with the procedure set out in this RFP Document.
- 2.6 Bids are invited for the Project based on the highest Total Consideration to be quoted in the Financial Bid (the “**Total Consideration**”). The Bidder who quotes the **Highest Total Consideration** in their Financial Bid shall be termed as Highest Bidder.

Note :

The Total Consideration shall consist of the Upfront Premium and Annual License Fees, payable as per the terms of the License Agreement.

For the avoidance of doubt, it is clarified that the upfront premium shall be paid within 30 days from the date of Issuance of Letter of Acceptance to the Successful Bidder. The Annual License Fees as quoted in the financial bid shall be paid on annual basis for the entire lease tenure. The Annual License Fees shall always be paid on advance basis shall be due one month prior to the commencement of each agreement year. The Annual License Fee shall be escalated by 20% after every three Years on compounding basis. The payment of Annual License Fees applicable for the

first year (prorate basis) shall be made shall be made within 30 days of issuance of LOA by the authority.

2.7 The Bidder shall along with its technical and financial proposal submit the bid security (the “**Bid Security**”). The EMD/ Bid Security required for licensing of various built-up spaces are as follows:

| Sr. No. | Station Name | Property Business Space Number | Area | Bid Security |
|---------|--------------------------------|--------------------------------|---------------|-------------------|
| | | | (In Sq. Mts.) | (Rupees in Lakhs) |
| 1 | Khapri Metro Station | KRI/PD-01 | 237.11 | 4.00 |
| 2 | Khapri Metro Station | KRI/PD-04 | 237.11 | 4.00 |
| 3 | New-Airport Station | NAPT/PD-01 | 119.7 | 2.10 |
| 4 | Airport Metro Station | APOT/PD-01 & G-02 | 445.06 | 6.60 |
| 5 | Airport Metro Station | APOT/PD-05 | 126.88 | 1.90 |
| 6 | Airport Metro Station | APOT/PD-06 & G-03 | 713.7 | 12.10 |
| 7 | Jaiprakash Nagar Metro Station | JIN/PD | 291.83 | 5.00 |
| 8 | Jaiprakash Nagar Metro Station | JIN/PD-01 | 105.24 | 1.80 |
| 9 | Jaiprakash Nagar Metro Station | JIN/PD-02 | 106.76 | 1.80 |
| 10 | Jaiprakash Nagar Metro Station | JIN/PD-05 | 1099.13 | 18.60 |
| 11 | Jaiprakash Nagar Metro Station | JIN/PD-06 | 313.85 | 5.30 |
| 12 | Jaiprakash Nagar Metro Station | JIN/PD-07 | 812.81 | 13.70 |

Bidders submitting bids for more than one built-up space shall be required to submit bid security/EMD for each built-up space for which bid is submitted. The payment shall be made in the form of e-payment by Credit Card/Debit Card/Net Banking as per procedure given in e-tender portal and shall be in favour of “Maharashtra Metro Rail Corporation Ltd.” payable at Nagpur. The application shall be summarily rejected if it is not accompanied with bid security.

2.8 During the bidding process, bidders are invited to examine the tendered spaces in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the said license including refurbishing/finishing, operation and maintenance of the licensed premises.

2.9 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.

2.10 Any queries or request for additional information pertaining to this RFP shall be send to the following **e-mail id: md.nmrcl.tenders@gmail.com**. The Authority shall respond to all queries including explanation of the query in writing and shall upload the same on e-tendering portal.

2.11 The brief schedule of bidding process shall be as per the dates mentioned in the e-tender notice published for the project.

- 2.12 Schedule of Various Stages shall be in accordance with Clause 5.25 (g) of the RFP document.
- 2.13 The bids shall be valid for a period of 180 days from the Bid Due Date.
- 2.14 All bidders are required to submit the Original power of attorney for signing of bid along with covering letter, within 3 (three) working days from the date of opening of Technical Bid during office hours in the office of –

The General Manager (Procurement)

Maharashtra Metro Rail Corporation Ltd.
Metro House, 28/2 Anand Nagar,
C K Naidu Road, Civil Lines, Nagpur-440001.

Failure or omission to submit the original documents, as above, shall disqualify the bidder for this bid and also debar the agency for issue of bids for further one year from the month of such debarment.

- 2.15 In case of any information/queries regarding this tender, the bidders are advised to contact:

a. The General Manager (Procurement)

Maharashtra Metro Rail Corporation Ltd.
Metro House, 28/2 Anand Nagar,
C K Naidu Road, Civil Lines, Nagpur-440001.

b. The Addl. General Manager (Property Development)

Maharashtra Metro Rail Corporation Ltd.
Metro House, 28/2 Anand Nagar,
C K Naidu Road, Civil Lines, Nagpur-440001.

- 2.16 Reply of pre-bid queries shall be uploaded on E-Tender Portal of Maha-Metro as a corrigendum, no bidder shall be informed individually.
- 2.17 MAHA-METRO reserves right to reject any or all bids without assigning any reason and the same shall be at the entire discretion of MAHA-METRO. MAHA-METRO's decision in this respect shall be final and binding.
- 2.18 Conditional bids shall be summarily rejected.
- 2.19 Bidder should ensure that the none of the part of Financial Bid should be up loaded in anywhere in the technical section, if the bidder does so then his bid will be summarily rejected.
- 2.20 If bidder furnish false information, false & forged experience certificate/documents with the bid, which fails in authenticity verification by MAHA-METRO, shall lead to disqualification from the tender process and forfeitures of Bid Security/EMD and or termination of contract even after award of the contract, including forfeiture of Security Deposit. Such bidder may be debarred from participation in the future invitation of bids by MAHA-METRO.
- 2.21 Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at Annexure-3. In case of support or help required during online submission or difficulty encountered during online submission, the bidders may contact **Mr. Sachin Hattali (Tender Executive): 7720027198, 9167969611** (Helpline for on line submission of bid only).

General Manager (Procurement)
Maharashtra Metro Rail Corporation Limited

3. Eligibility of Bidders

3.1. Qualification of Bidders

For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (a) The bidder for qualification and selection shall be a single entity.
- (b) A Bidder may be Individual, Registered Partnership firm, Companies, Trust, Limited Liability Partnership, Registered Societies registered in India.
- (c) **Conflict of Interest:** The bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified⁵. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 10% (ten per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 10% (ten per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.1 (b) (i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such 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,

⁵The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies.

- its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. 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
 - vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
 - vii. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

(d) Undertaking For not being banned from Business

As on date of Tender submission

- i. MAHA-METRO/MOUDD/Govt. of Maharashtra must not have banned business with the bidder.
- ii. Any Central/State Government Department/PSU/Other Government entity or local body must not have banned business with the bidder, which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce). The bidder should submit an affidavit to this effect as per Bid Form - V

3.2. Eligibility of Bidders

3.2.1 Qualification and Eligibility

1. To be eligible for qualification and short-listing and for evaluation of its Financial Bid, a Bidder shall fulfil the following conditions of eligibility:

For demonstrating eligibility of the bidder (the “**Financial Capacity**”) for each built-up space, the Bidder shall be required to have the following average annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date –

| Sr. No. | Station Name | Property Business Space Number | Area | Average Annual Turnover in last three financial years |
|---------|--------------------------------|--------------------------------|---------------|---|
| | | | (In Sq. Mts.) | (Rupees In Lakhs) |
| 1 | Khapri Metro Station | KRI/PD-01 | 237.11 | 60.00 |
| 2 | Khapri Metro Station | KRI/PD-04 | 237.11 | 60.00 |
| 3 | New-Airport Station | NAPT/PD-01 | 119.7 | 31.00 |
| 4 | Airport Metro Station | APOT/PD-01 & G-02 | 445.06 | 99.00 |
| 5 | Airport Metro Station | APOT/PD-05 | 126.88 | 29.00 |
| 6 | Airport Metro Station | APOT/PD-06 & G-03 | 713.7 | 181.00 |
| 7 | Jaiprakash Nagar Metro Station | JIN/PD | 291.83 | 74.00 |
| 8 | Jaiprakash Nagar Metro Station | JIN/PD-01 | 105.24 | 27.00 |
| 9 | Jaiprakash Nagar Metro Station | JIN/PD-02 | 106.76 | 27.00 |
| 10 | Jaiprakash Nagar Metro Station | JIN/PD-05 | 1099.13 | 278.00 |
| 11 | Jaiprakash Nagar Metro Station | JIN/PD-06 | 313.85 | 80.00 |
| 12 | Jaiprakash Nagar Metro Station | JIN/PD-07 | 812.81 | 206.00 |

Bidders submitting bids for more than one built-up space shall have to fulfil the turnover requirement of that respective built-up spaces for which bid is submitted.

The Bidder can quote for multiple number of built-up spaces, however while checking the eligibility of the Bidder, the turnover requirement shall be added for each built-up space for which bids are submitted. Accordingly, to qualify for the financial evaluation of proposal, the bidder may be required to satisfy the cumulative turnover, as required for the number of built-up spaces for which bids are submitted by him.

3.2.2 Other Eligibility Conditions

- i. The bidder should be a registered entity under Goods and Service Tax Act.
- ii. The Bidder should be registered under Income Tax Act and should have a valid PAN Number.

3.2.3 Eligibility Documents to be submitted along with technical bid

- i. The Bidders shall along with its Eligibility Proposal enclose the following -
- ii. Various formats prescribed in this Bid Document.
- iii. Financial Eligibility : certificate(s) from its statutory auditors specifying (i) Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date.
- iv. Power of Attorney as per the format at Bid Form-III, authorising the signatory of the Bidder to submit the Bid. (not required in case of individual).
- v. Copy of GST registration certificate in the name of the Bidder.
- vi. Copy of valid PAN Card in the name of the Bidder.

3.2.4 Other Conditions

- (a) Any entity which has been barred by the Central Government / State Government or any entity Controlled by it, from participating in any Govt. project (BOT, BOOT, DBFOT or Operations and Maintenance etc. or otherwise), and where the bar subsists as on the Bid Due Date, or has been declared by the Authority as non-performer/blacklisted would not be eligible to submit its Bid.

- (b) A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
- (c) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years immediately preceding the year for which the Audited Annual Report is not being provided.
- (d) The Bidder must not have been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.

4. Scope of the work:

4.1. General Terms and Conditions

1. The commercial built-up spaces available at Metro Station of Nagpur Metro Rail Project are as follows –

| Sr. No. | Station Name | Property Business Space Number | Level/Floor | Location | Area |
|---------|--------------------------------|--------------------------------|--|-------------|---------------|
| | | | | | (In Sq. Mts.) |
| 1 | Khapri Metro Station | KRI/PD-01 | Mezzanine Level | Unpaid | 237.11 |
| 2 | Khapri Metro Station | KRI/PD-04 | Mezzanine Level | Unpaid | 237.11 |
| 3 | New-Airport Station | NAPT/PD-01 | Road Level | Unpaid | 119.7 |
| 4 | Airport Metro Station | APOT/PD-01 & G-02 | Road Level (301.22 sqm) + Basement (143.84 Sqm) | Unpaid Area | 445.06 |
| 5 | Airport Metro Station | APOT/PD-05 | Concourse Level | Unpaid Area | 126.88 |
| 6 | Airport Metro Station | APOT/PD-06 & G-03 | Concourse Level (399.50 Sqm) + Basement (314.20 Sqm) | Unpaid Area | 713.7 |
| 7 | Jaiprakash Nagar Metro Station | JIN/PD | Road Level | Unpaid Area | 291.83 |
| 8 | Jaiprakash Nagar Metro Station | JIN/PD-01 | Concourse Level - 1 | Paid Area | 105.24 |
| 9 | Jaiprakash Nagar Metro Station | JIN/PD-02 | Concourse Level - 1 | Paid Area | 106.76 |
| 10 | Jaiprakash Nagar Metro Station | JIN/PD-05 | Concourse Level - 2 | Unpaid Area | 1099.13 |
| 11 | Jaiprakash Nagar Metro Station | JIN/PD-06 | Concourse Level - 2 | Paid Area | 313.85 |
| 12 | Jaiprakash Nagar Metro Station | JIN/PD-07 | Concourse Level - 3 | Unpaid Area | 812.81 |

Note : The area at basement level shall be utilised only for storage/godown purpose.

2. The proposed built-up space in this bid, shall be provided to successful bidder/s on license basis for a period of 30 Years. The project shall include furnishing/finishing of the licensed spaces, its operation and maintenance for a period of 30 Years.
3. The offered space/s as referred above will be provided on “as is where is basis” and Maha-Metro shall provide -
- Electricity will be as per terms and conditions indicated in Annexure-..... of Draft License Agreement.
 - All necessary modification shall be carried out by the licensee at its own cost after taking valid permission from Maha-Metro. If there is any damage to any structure/asset of Maha-Metro their cost shall be borne by the licensee.
 - The Bidder can use the parking facility available/provided at the project site. The usage of parking shall be subject to payment of applicable parking charges as decided by Maha-Metro/nominated agency from time to time.

4. It shall be responsibility of the successful bidder/s to furbish/finish the entire offered space for commercial utilization at their own cost and as per the approval of Maha-Metro.
The space(s) can be used for any activity except for activities mentioned in list of banned usages/ negative list placed at Annexure-2. Maha-Metro has full right to ensure strictly that there is no violation in this regard.
5. The Successful bidder shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space without damaging the metro station structure or part thereof. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The Successful bidder shall also ensure that the furbishing within tendered area is not a safety hazard for MAHA-METRO civil structures and public at large. The successful bidder shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful bidder shall not interfere or tamper with those installations at any time.
6. Notwithstanding anything mentioned above, the successful bidder is required to adhere to the provisions of the prevailing National Building Code applicable for metro stations for the various works to be undertaken within the tendered space.
7. The successful bidder shall be solely responsible for procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the tendered space for desired commercial purposes/ business. MAHA-METRO shall not be responsible for any such procurement and shall not entertain any claims in this regard.
8. Firefighting and other infrastructure so created within the tendered space must be integrated with the infrastructure already provided /planned for the respective metro station by MAHA-METRO.
9. The successful bidder shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by MAHA-METRO in this regard.
10. Operate, manage and maintain the entire offered space with adequately trained and experienced team for responsibilities as defined in this tender document.
11. Under no circumstances, shall the tendered space or facilities constructed or installed at the licensed space / tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
12. The licensee shall not be allowed to monetize the lease area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts/etc.
13. The successful bidder ensures that no polythene baggage is utilised/used at the tendered area/ licensed area. Moreover, Successful bidder shall ensure the proper segregation of food waste i.e. dry and wet waste (if any) before disposal of same.
14. The Licensee shall be responsible to keep the license space and surrounding area neat and clean.
15. Comply with all statutory requirements in connection with this tender document.

16. Ensure regular and timely payments of all amounts due to MAHA-METRO and discharge all obligations as per provisions of this tender document.
17. Payment of all statutory taxes, service tax, local levies, statutory dues, etc. as and when due and as applicable.

4.2. Handing over of tendered space

1. After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the successful bidders. The tendered bare space, as mentioned in Annexure-1, shall be handed over for operations and maintenance within 10 (ten) days from the date of signing of License Agreement.
2. The successful bidder shall not be eligible to claim any compensation on account of any delay in handing over of respective property business space to him.
3. Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of space(s). If there is any variation in area the License Fees shall be charged on pro-rata/ actual area basis. Interest free security deposit will not be readjusted if the variation in area handed over is up to 10% else while security deposit will be readjusted according to actual area of the shop.
4. Subsequently, if the successful bidder applies for additional 'adjacent / same area' (even if for utility) up-to 10% variation in the tendered area within the fitment period (as defined below), the same shall be provided on pro-rata basis, if found feasible, at the sole discretion of MAHA-METRO. For area beyond this time frame and/or above 10% variation range of tendered area, the same shall be provided on negotiated / market rate, if found feasible, on the sole discretion of MAHA-METRO. MAHA-METRO is free to market, area beyond this time frame and/or above 10% variation on open/limited/single tender basis. The license fee for such additional space shall commence after the expiry of 30 days from the date of handing over of space.
5. Consequent to any alteration / renovation of the licensed / tendered space, for which prior approval from MAHA-METRO has been taken by the successful bidder, if resulting in any decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination / surrender or natural completion of contract, MAHA-METRO reserves the right to ask the successful bidder to restore the licensed premises as per original allotment.
6. If the successful bidder installs an awning with a fixed / stretchable length of 3 feet to shield the premises / commuters from sunlight/ rain/ adverse weather conditions, the same shall not be charged, provided licensed premises is having opening outside station building. Awning beyond fixed/stretchable length of 3 feet is not allowed.
7. As evident from the delineated plans, these areas mentioned in above table, apart from carpet area also include the area of balconies, refuge areas, common areas like staircase, lift lobby, 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 Lease Agreement inviting action as applicable for breach of the same.

8. At the time of termination/natural completion of license, MAHA-METRO reserves the right to ask the successful bidder to restore the said tendered/ licensed space as per original allotment.
9. For detailed terms & conditions, kindly refer Draft License Agreement annexed at Volume – II.

4.3. Execution of License Agreement

The License Agreement based on Draft License Agreement annexed at Volume – II shall be executed within 15 days of fulfilment of conditions precedent for signing of License Agreement.

4.4. Works to be executed

- i. Licensee shall be required to execute all works as required for the commercial use in the Licensed Space(s) without damaging any loads bearing / structural members and any services / utility etc. The works to be executed by Licensee shall include but shall not be limited to the following:
 - a. To complete the construction work associated with the licensed space/s within moratorium period. All external/internal finishing works including walls, internal partitions, doors, flooring, plastering, painting etc.
 - b. Toilets and pantry –
 - All the finishing works of toilets (if any) in respective property business space including internal partition, plastering, dado work, flooring, internal fixtures, plumbing and connection with outlet provided by Maha-Metro for both for water supply and drainage at each floor (only applicable when the toilets and surrounding area is being handed over to Licensee for its exclusive use)
 - Make necessary arrangement for drinking water from the drinking water outlet provided by Maha-Metro, installation of meters/sub-meters, storage and purification after taking all the approvals.

Note: *The above list is only indicative, and Bidders are required to make their own assessment of the works needed as per their requirement.*

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

Note : *It is to be noted that construction of mezzanine (mid) floors/ Lofts within the property business space shall not be permitted by Maha-Metro under any circumstances.*

4.5. License Tenure

1. Licensing rights of said tendered bare space shall be for a period of thirty (30) years unless otherwise terminated by Maha-Metro or surrendered by the successful bidder, in term of provisions of License Agreement.
2. The tenure of License Agreement shall commence from the date of handing over of space.
3. Tenure of the License Period of any additional space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over for such additional space.
4. There shall be a lock in period of three (5) years from the date of commencement of agreement/ handing over of licensed space.
5. The Successful bidder shall have option to exit from the License Agreement immediately after completion of lock in period of 5 (five) years. For it, the Successful bidder shall have to issue 180 days prior notice to MAHA-METRO. Such prior notice intimation can be given after four and half (4 ½) years however option to exit will be available only after three (5) years. The exit clause shall be as per provisions Draft License Agreement annexed as Volume - II.
6. The tenure shall be inclusive of fitment period as applicable for the tendered space.
7. For detailed terms & conditions, kindly refer Draft License Agreement attached as Volume - II.

4.6. Charging of Total Consideration and other fees.

1. The Total Consideration shall consist of the Upfront Premium and Annual License Fees, payable as per the terms of the License Agreement.
2. The Total Consideration shall be calculated in the manner as follows –

$$\text{Total Consideration} = (\text{Upfront Premium}) + (16.07 \times \text{Annual License Fee})$$
3. The upfront premium quoted by bidder shall be paid within 30 days from the date of Issuance of Letter of Acceptance to the Successful Bidder.
4. The Annual License Fees as quoted in the financial bid shall be paid on annual basis, during the entire lease tenure. The payment of Annual License Fees applicable for the first year (prorate basis) shall be made within 30 days of issuance of LOA by the authority. The Annual License Fees shall be paid on advance basis shall be due one month prior to the commencement of each agreement year. The Annual License Fee shall be escalated by 20% after every three Years on compounding basis.
5. The Annual License fee as applicable for the base year shall be computed as follows –

$$\text{Annual License Fees} = \text{License Fee per Sqmt. as quoted by Licensee (rate per sqmt per month)} * \text{Actual area of property Business space allotted to the Licensee.} * 12 \text{ months}$$

6. The applicable Goods and Service Tax (GST) along with applicable cess (if any) or any other taxes as applicable shall be payable in addition to the Total Consideration.

7. The charging of Annual license fee shall commence immediately after the end of moratorium period as applicable for the respective property business space.
8. The payment of Licensee fee shall be paid in accordance with the payment schedule as mentioned in the Draft License Agreement annexed as Volume – II.
9. Apart from the area mentioned, the additional area on terrace and the ground floor or elsewhere (to the extent available and provided subject to technical feasibility) for the installation of utilities and services such as water tanks, AC plants, Generators, etc. shall be charged additionally, on annual basis. The Licensee shall accept the area made available for utilities and services by the MAHA-METRO against written request from the Licensee. No part payment or instalments will be allowed in this regard.

The area provided to licensee, for installation of utilities, shall be charged on yearly basis and shall be as follows –

| | | | | | |
|---|--|---|---|---|------------------|
| Annual License Fees for Utility Area = | 50% of Prevailing License Fee per Sqft. per month, computed after considering applicable escalation | * | Actual Utility area being handed over to Licensee for installation of utilities. | * | 12 months |
|---|--|---|---|---|------------------|

10. All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the respective Government agencies.
The successful bidder shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure or Govt. guidelines will be imposed on the tendered separately.
11. The Licensee shall also be required to pay Common Area Maintenance Fees for the respective property Business spaces allotted to him. The fees for the initial three years from the date of handover shall be **Rs. 10 per Sqft per month**. For consequent lease tenure, the common area maintenance fees shall be in accordance with the timely revision made by by Maha-Metro in this regards.
12. The water and electric meter/sub-meter shall be installed at the licensee's premises for calculating the consumption of water and electricity. The charges for the electricity and water shall be recovered from Licensee on actual consumption basis, as per the applicable commercial rates charged by the respective authorities.
13. In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the Lease Fee and maintenance fee shall be counted from the commencement date.
14. In the event of default of Licensee in making payments of License fees, maintenance charges (as applicable), charges for electric supply, air conditioning charges, taxes or any other dues towards MAHA-METRO in prescribed time, MAHA-METRO shall be entitled to discontinue / disconnect the service of electricity /air conditioning / water / sewer etc in licensed premises and debar the Licensee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart

from the said rights as stated, MAHA-METRO shall also have the rights including but not limited to restrict the access of Licensee in licensed premises and recover all dues along with interest.

4.7. Fitment period

1. For carrying out the fit-outs, finishing works etc., successful bidder would be permitted with fitment period which is as follows -
 - Built Up Area > 100 Sqm but < 500 Sqm - **90 days**
 - Built Up Area > 500 Sqm but < 1000 Sqm - **120 days**
 - Built Up Area > 1000 Sqm - **180 days**

The fitment period shall commence from the date of handing over of business space to licensee. The successful bidder shall have to complete in all respects the development of the tendered / licensed space, within the allowed fitment period. The agreement shall be valid for a period of 30 years from the date of handover of property business space, irrespective of extension of fitment period by Maha-Metro.

4.8. Moratorium Period

1. For carrying out the fit-outs, finishing works etc., successful bidder would be permitted to have a rent free moratorium period. The moratorium period shall be as follows –
 - Built Up Area > 100 Sqm but < 500 Sqm - **90 days**
 - Built Up Area > 500 Sqm but < 1000 Sqm - **120 days**
 - Built Up Area > 1000 Sqm - **180 days**

The moratorium period shall commence from the date of handing over of business space to licensee. The license fee shall commence immediately after expiry of applicable rent-free moratorium period. The escalation on License Fees shall be counted from the commencement date of License tenure.

4.9. Sub- Licensing

1. The successful bidder shall not be entitled to sub-license/sublease the tendered/ licensed space.
2. The successful bidder shall not assign any of its rights (including but not limited to sub-leasing, marketing, promotion etc.) or interest in respect to the license agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

4.10. Property Tax and Registration of License Agreement

1. The property tax applicable, if any, on the license space shall be borne by the Licensee. The Property Tax shall be paid by Licensee to the respective authority, and shall be paid by Licensee on behalf of Maha-Metro.
2. Payment of stamp duty for execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by successful bidder.

4.11. Infrastructure Services

1. It shall be mandatory for the Licensee to follow Green Building norms while doing the renovation/finishing/furbishing of the respective property business space(s).
2. The Internal distribution of electric power, air conditioning systems, fire fighting sprinklers, fire detection, advisable fire alarm panel etc. as per the norms required for the Licensed Space(s) shall be provided by the Licensee at his own cost.

The Licensee shall be required to take prior approval from the respective departments of MAHA-METRO regarding the use of available infrastructure like electricity, water, air conditioning etc.

The licensee shall follow the “Fitout Guidelines” issued by MAHA-METRO and comply with the same and its further amendments as issued from time to time.

3. The Licensee shall submit all plans / drawings and specification of material whatsoever including but not limited to construction, internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of MAHA-METRO before start of any work/s inside the Licensed Area. The MAHA-METRO 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 to be used including electrical materials should be fire resistant and should meet the minimum specifications as mentioned in the respective National Building Code applicable for metro stations and other relevant IS Codes. The prior approval of the MAHA-METRO is mandatory before commencement of the installation.
4. The Maha-Metro officials of Property Development Department, Civil Department, Electrical Department and MEP (Fire-Fighting) Department of the MAHA-METRO will have full and unfettered access to inspect and check the materials before and after the installation, and during the license period. All instructions issued by them in this regard will be complied by Licensee in full and within time stipulated by the said officials. No claim or compensation will be sought by the Licensee on this account.
5. Electricity, Installation of DG sets, Air Conditioning:
 - i. The Licensee shall have to take power connection from MSEDCL/respective power distribution company directly. The Licensee shall be responsible to pay its respective electricity bills directly to the concerned power distribution company.
 - ii. If the power is taken from Maha-Metro grid, Maha-Metro will supply electric power @ 0.29 KVA /Sqm for each tendered space, at one point located at respective floor of each property business space (existing panel/isolators installed at electrical rooms of respective metro stations). Further, LT transformation and distribution will be the responsibility of the successful bidder. The tariff and all terms and conditions will be as per the appropriate electric authority regulations as applicable from time to time. Licensee shall have to maintain its power demand within the power allocated.
 - iii. DG power available in MAHA-METRO network will not be made available to successful bidder.
 - iv. All costs of shifting of existing lighting/small power sockets circuits/ AHUs etc. if any, that are in tendered space, would be borne by the successful bidder. This would include all cost involved in shifting/modification/addition.
 - v. Successful bidder has to carry out all works for functioning of tendered area on their own with all cost including installation & commissioning of MCB/MCCB/ELCB in spare space of Panel at

- respective floor, ongoing feeders from panel, cable laying, cable trays, hangers in cable route, earthing, internal wiring, lighting, power distribution etc.
- vi. Any addition / up-gradation/ modification of existing electrical power system works if required, are to be taken up subjected to technical feasibility and approval from MAHA-METRO, If approved, same work can be carried out by successful bidder along with associated costs.
 - vii. Successful bidder shall install only LED electrical lights and energy efficient Air-Conditioners to ensures energy conversation
 - viii. Kindly refer Draft License Agreement attached as Volume – II for detailed terms & conditions for Air Conditioning in the tendered area.
 - ix. For detailed terms & conditions pertains to infrastructure service and rules / procedures to be followed for electricity supply, installation of DG sets, Air-conditioning, kindly refer Draft License Agreement annexed as Volume - II.
6. Fire Fighting & Fire Protection
- i. All equipment's, pumps & common piping etc required to be installed outside Licensed Area for firefighting arrangements will be provided by MAHA-METRO up-to one point outside or near the Licensed Area, from where the Licensee will take the tap off & make further arrangement inside licensed areas for fire-fighting.
 - ii. Inside the Licensed Area, all fire-fighting arrangements, including the fire alarm & detection system for above & below false ceiling shall have to be provided by the Licensee including repeater panel at station control room and integrated in seamless manner with the MAHA-METRO 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 MAHA-METRO in this regard.
 - iii. Only after certification by the O&M officer / authorized representative of MAHA-METRO, shall the Licensee be permitted to occupy and use the Licensed Space(s) for commercial purposes.
 - iv. The MAHA-METRO reserves the right to inspect the Licensed Space(s) at any time during the Lease Period in connection with fire-fighting readiness. MAHA-METRO 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 MAHA-METRO.
7. Water supply:
- Water supply will be arranged by MAHA-METRO and provided at one point within the station premises. The successful bidder will have to make their own arrangements for drawing pipe lines from aforesaid point to tendered / licensed area at their own cost. Further, successful bidder will have to make its own arrangement for distributions of water including the installation of meters, storage and purification at its own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the successful bidder at their own costs and in this connection it shall follow all the directives as may be issued by the authorized representative of the MAHA-METRO. The water charges shall be charged on actual basis and shall be charged as per commercial rate of water, as decided by Nagpur Municipal Corporation from time to time.

The additional area as may be required for the purpose of placement of utilities such as water tanks, etc will be charged at a rate equivalent to half the rate (recurring payment) per square meter charged / accepted for the main Licensed Area.

8. Civil Utilities:

Public toilets are available at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jai-Prakash Nagar Metro Station. Water drainage and sewerage system for the existing space utilization is also made available. If any augmentation to the existing civil utilities such as toilets, drainage, sewer and water supply system etc becomes necessary within the proposed built-up spaces, it shall be done by licensee at their cost subject to prior approval of MAHA-METRO. Maha-Metro reserves the right to accept or reject the request made by Licensee.

9. Disposal of Waste:

The licensee shall have to make their own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of MAHA-METRO premises. The wastes shall be dumped at sites approved by concerned civic agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on MAHA-METRO land or premises a penalty/fine of Rs. 5000/- per instance shall be imposed by MAHA-METRO for each occasion.

10. Security and other services:

MAHA-METRO shall provide reasonable security services in Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jai-Prakash Nagar Metro Stations, general cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by MAHA-METRO may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc MAHA-METRO shall not be liable for any compensation to the Licensee, however, MAHA-METRO shall use its best efforts to restore such services as soon as reasonably possible.

11. Space for chiller plant.

- E&M equipment's, lifts, escalators, chiller plant, HVAC system, fire fighting arrangement etc. shall have to be provided by the Licensee as per the requirement, at its own cost. If desired by Licensee and the space is available within the metro station, Maha-Metro may provide additional space to Licensee for installation of Chiller Plants, however this shall be subject to written request from Licensee and payment of additional License Fees for availing such utility areas.

12. The Licensee shall ensure that all relevant approvals / NOC for different commercial activities are obtained by him from respective departments. He shall also ensure:

- i) Maintenance of its fire equipment's in good condition at all times.
- ii) Availability of trained staff round the clock at PD premises.
- iii) No additions/ alterations are done without the prior approval of competent authority of the MAHA-METRO.
- iv) Record of periodic check of fire equipment's and installation is maintained as per relevant code of practice.

- v) Deviation if any may be brought to the notice of the MAHA-METRO on account of its being the controlling authority.
13. 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. The MAHA-METRO 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.

4.12. Signages and Advertisements

- a. 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 governmental laws, regulations or ordinance relevant thereto. The Licensee shall also need to obtain a written approval from MAHA-METRO before putting up any form of signage and MAHA-METRO reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by MAHA-METRO. 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 standard materials as per standards prevalent in MAHA-METRO, for which he shall seek necessary approval from MAHA-METRO.
- b. Space for 1 common totem pole shall be provided by the MAHA-METRO without any additional lease fee at a suitable location. Space for Totem pole will be provided on the Ground/ Concourse floor of appropriate size. The totem pole shall be backlit. Branding of all the property Business spaces shall be done on the common totem pole. The installation cost, electricity consumption charges, taxes etc. (if any) shall be borne by the Licensee.
- c. No advertisement in any format shall be permitted on the outer surface of the Licensed Space. However, the licensee shall be allowed to use interior of the Licensed Spaces for display of advertisement only about the business / commodity being run / sold by the Licensee in the Licensed Space(s).
- d. The Licensee shall need to obtain a written approval from MAHA-METRO by way of a notice before putting up any form of signage/ advertisement within/outside their premises and MAHA-METRO 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 MAHA-METRO.
- e. Placement of signage/ advertisement without the permission of MAHA-METRO 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 persistence default, MAHA-METRO reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance lease fee paid in its favour.
- f. MAHA-METRO shall not unreasonably interfere with the signage/ advertisement plan. If MAHA-METRO is not satisfied and raises any objections, the licensee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek MAHA-METRO approval once again

4.13. Extension of Date of Commencement / Moratorium Period / License Period

- a. If in event of, delay in handing over of premises by Maha-Metro, either Commencement Date or Moratorium Period or Lease Period individually or in combination may be extended suitably, as in the opinion of Maha-Metro are reasonable having regard to the nature and period of delay.
- b. Apart from above, the Licensee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Licensee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of MAHA-METRO to proceed with the works.
- c. Any failure or delay by MAHA-METRO to provide the Licensee possession of the Licensed Space(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the MAHA-METRO due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the Lease Agreement or alter the character thereof or entitle the Licensee to any damages or compensation.
- d. Nevertheless, in the event of the delay being due to reasons being attributable to Licensee, or its failure to complete its obligations within specified time as per the Lease Agreement, for the reasons other than the reasons attributable to MAHA-METRO, Licensee shall not be entitled for any extension of date of Commencement Date or Moratorium Period or Lease Period whatsoever.

4.14. Other Conditions

1. If during the Lease period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee and MAHA-METRO shall not be liable for any such claims. The Licensee would be responsible for all the payments arising out of any third party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.
2. Licensee shall provide unfettered access to the authorized representative of MAHA-METRO and its operation staff for the purpose of maintenance works (with respect to Nagpur Metro Rail Project), if applicable, inside the specified area at all times during the Lease period.
3. MAHA-METRO shall not be made party in any litigation arising between the Licensee and any third party during and/or associated with the refurbishing/finishing and operations/maintenance of the property business space. All civil and criminal liability shall be the responsibility of the Licensee.
4. The Licensee shall not employ any person who is under the age of 18 years.
5. Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by Maha-Metro but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations. All the Licensee's personnel shall be required to possess ID card while working in MAHA-METRO's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
6. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area licensed to him) and normal business, operation and commuters' facilities of Metro Rail Services.

Upon observation of any such infringement the Authority shall issue a notice of compliance. If the Licensee fails to comply with three such notice and continue such infringement, the authority shall have right to impose a penalty of Rs. 5000/ per day. This penalty shall be in addition to License Fees & other taxes payable to Authority. In the event if penalty is imposed on Licensee for 3 times during the entire lease tenure, then the agreement shall be liable for termination, subject to decision of Maha-Metro.

7. It shall be mandatory for the Licensee to follow the operational timings of Nagpur Metro Rail. No activity shall be permitted within the Metro station premises beyond the operational timings. At present the metro is proposed to be operational from 06.00 AM till 12.00 midnight.

5. INSTRUCTIONS TO BIDDERS

A. GENERAL

5.1. General terms of Bidding

- a. Scope of Bid – At the Bid Stage, the Authority wishes to receive Bids comprising the following:
 - Eligibility Proposal from Bidders, in order to shortlist experienced and capable Bidders; and
 - Financial Bid comprising Total Consideration to be paid to Maha-Metro (Upfront Premium + Annual License Fees) for each built up space, from each Bidder.
- b. In the event if the Bidder is willing to submit the bid for more than one business space, then the bidder shall submit separate financial bid for each property business space.
- c. No Bidder shall submit more than one financial quote for each business space.
- d. The Bidders are expected to carry out the surveys, investigations and other detailed examination of this built-up areas, at their own cost, before submitting their Bids.
- e. Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- f. The Eligibility/Technical Proposal of the Bid should be furnished only in the formats at Bid Forms I to VI and Bid Form- VIII attached to this Bid Document and Financial Proposal of the Bid should be furnished only in the format at Bid Form-VII with amount in both figures and words, in Indian Rupees and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- g. The Financial Bid shall consist of an offer/ bid of the Total Consideration payable to the Authority for licensing of the property business space in accordance with the Bidding Documents and the License Agreement. The Total Consideration shall be calculated in the manner as follows –

$$\text{Total Consideration} = (\text{Upfront Premium}) + (16.07 \times \text{Annual License Fee})$$

It is clarified that direct and indirect taxes, duties, levies etc., as applicable from time to time, shall be payable by the Bidder, in addition to the amount of the Total Consideration as computed from the above formula, to the Authority or the statutory authorities as the case may be. The Fees/Premium to be quoted by the Bidders in their Bid shall be for the refurbishing/finishing works to be carried out in the licensed space, its operation and maintenance as per terms and conditions permitted under the License Agreement.

In case any additional built up is made available for Licensee in future, such additional built-up shall be allotted to the Licensee at the sole discretion of MAHA-METRO, on the request made by the Licensee. However, such additional built-up area shall be subject to payment of additional License Fees for availing such additional built-up area. Such Fees shall be calculated as per the conditions as mentioned in clause 4.2 (c) of the RFP Document.

- h. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- i. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (signed wherever required) shall be submitted on or before the Bid Due Date in the prescribed format given in this Bid Document. No other mode of submission is acceptable. Bid Parameter duly filled in is to be submitted in the format provided in Bid Form-VII : "Format for Financial Bid".
- j. Representative of the Bidder, who chooses to attend, may attend the opening of the Financial Bids. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the Bidder on his letter head.
- k. Documents mentioned to be submitted in this Bid Document to the Authority are required to be submitted by the Bid Due Date.
- l. The Bidding Documents including this Bid Document and all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- m. This Bid Document is not transferable.
- n. Any award of this Project pursuant to this Bid Document shall be subject to the terms of Bidding Documents.
- o. The following conditions shall be adhered to while submitting a Bid:
 - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
 - (b) Information supplied by a Bidder must apply to the Bidder, Member or subsidiary named in the Bid and not, unless specifically requested, to other associated companies or firms; and
 - (c) At the time of responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with this Bid Document.
- p. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

5.2. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. In the event the Bidder is identified as the Selected Bidder at the Bid Stage, it shall be solely responsible for all the costs associated with execution of the License Agreement, including applicable stamp duty and registration fee etc. payable thereon. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.3. Site visit and verification of information

- 5.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the Project Site and Bidders shall be deemed to have understood and ascertained for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, sewerage disposal, applicable laws and regulations, and any other matter considered relevant by them. The Authority assumes no responsibility or liability in respect thereof. Prior to carrying out Site visit, Bidder may contact the Officer-In-Charge as per details given at Clause 2.11.4.
- 5.3.2. Acknowledgment by Bidder - It shall be deemed that by submitting a Bid, the Bidder has:
- made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents;
 - made complete and careful examination of the Project requirements to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of the available built-up space, applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Selected Bidder/ Licensee's performance under the License Agreement pursuant to the Bidding Documents and License Agreement;
 - determined to its satisfaction the nature and extent of all difficulties, hazards and risks involved in performance of the obligations involved and accepts all such risks and responsibilities directly or indirectly connected with Project execution;
 - received all relevant information requested from the Authority;
 - accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters specified in clause 5.5.1 above (the Bidding Process) and the entire RFP document;
 - satisfied itself about all matters, things and information including matters referred to in Clause 5.5.1 hereinabove, necessary and required for submitting an informed Bid, execution of this Project in accordance with the Bidding Documents and performance of all of its /Licensee's obligations there under;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 5.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the License Agreement by the Licensee.
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertakings provided by it under and in terms hereof.
- 5.3.3. The Authority does not accept any responsibility and shall not be liable for any omission, mistake, inaccuracies or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority as their verification is the responsibility of the Bidder.

5.4. Verification and Disqualification

- 5.4.1. Notwithstanding anything contained in this Bid Document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.
- 5.4.2. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under. Notwithstanding anything to the contrary contained in the Bid Document, the Authority may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation or does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the Bid Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a contract; (b) that limits, in any substantial way, inconsistent with the Bidding Documents, the Authority's right or the Selected Bidder's obligations under the contract; or (c) where rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.
- 5.4.3. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at anytime, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the times specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder.
- 5.4.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder/SPC has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Licensee, as the case may be, without being liable any manner whatsoever to the Selected Bidder or Licensee In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the License Agreement, or under Applicable Law, or otherwise.
- 5.4.5. Maha-Metro reserves the right to amalgamate/sub-divide the available Property Business Space(s).

B. RFP DOCUMENTS**5.5. Contents of the Bid Document**

5.5.1. This Bid Document comprises the Disclaimer set forth hereinabove, the contents as listed below, Bid Notice and will additionally include any Addenda issued in accordance with this Bid Document.

VOLUME I - INSTRUCTION TO BIDDERS

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

BID FORMS

- Bid Form-I : Covering Letter for the Bid
- Bid Form-II : Details of Bidder
- Bid Form-III : Eligibility of Bidders
- Bid Form-IV : Format for Power of Attorney for Signing of Bid
- Bid Form-V : Affidavit For not being barred.
- Bid Form VI : Undertaking for Downloaded Tender Document
- Bid Form-VII : Format for Financial Bid
- Bid Form-VIII : Checklist

ANNEXURES

- Annexure - 1 : List of Built-up Spaces available.
- Annexure - 2 : List of Banned activities
- Annexure – 3 : Toolkit for using E-Tender

VOLUME II

- EXHIBIT I- Draft License Agreement

5.5.2. The exhibits in Volume II, the appendices in Volume I and other document(s) provided by the Authority as part of the Bidding Documents shall be deemed to be part of this Bid Document.

5.6. Clarifications

5.6.1. Bidders requiring any clarification on the Bid Document may notify the Authority in writing or by fax or e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. The Authority shall endeavor to respond to the queries. The Authority will upload all the queries and its responses thereto on the official website of Authority i.e. <https://mahametrorail.etenders.in> as per the Schedule of Bidding Process, along with the Addendum, if any.

- 5.6.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 5.6.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or any manner be binding on the Authority.

5.7. Amendment of Bid Document

- 5.7.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda.
- 5.7.2. Any Addendum issued hereunder will be uploaded on the web-site of the Authority i.e. "<https://mahametrorail.etenders.in>" along with the amended / revised Bid Document before the Bid Due Date. All Bidders are therefore advised to see the website of Authority for any addendum/ amendment which shall be submitted along with the Bid and will be binding on all Bidders. No separate information will be issued either by post, fax or e-mail to prospective Bidders who have purchased the Bid Document.

C. PREPARATION AND SUBMISSION OF BIDS

5.8. Format and Signing of Bid

- 5.8.1. Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 5.8.2. The Bidder shall provide all the information/ documents sought under this Bid Document by way of physical submission of original copy of the information/documents comprising the Bid to the Authority, on or prior to the Bid Due Date and also as mentioned in the Bid Notice. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects, as well as duly signed for submission. Incomplete and /or conditional Bids shall be liable to rejection.
- 5.8.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed by the authorised signatory of Bidder. The Bid shall be page numbered.

5.9. Submission of online bid.

- 5.9.1. The bid is to be submitted electronically through E-Tendering of MAHA-METRO E-Tender portal <https://mahametrorail.etenders.in>.
- a. The Bid shall be uploaded under two heads – Technical Bid and Financial Bid.
 - b. The Bidders will be required to fill up formats for Technical Bid; scanned it and upload the same along with all supporting documents under head Technical Bid.
 - c. The Bidder shall submit the Financial Bid in the Financial/ Commercial Bid option available online.
 - d. The contents of Technical Bid and Financial Bid shall be as mentioned in Clause 5.11 below

5.10. Contents in BID

5.10.1. The Technical Proposal should be uploaded in the “**Technical option**” available on the online e-tendering portal and should contain the following :

- i. The receipt/ proof of payment of Bid Document Fee
- ii. The duly filled Checklist as per the format at Bid Form-VIII;
- iii. Duly signed Bid Document including Volume-I & II;
- iv. Covering Letter for Bid in the prescribed format (Bid Form-I) along with Bid Forms – II to VI
- v. Power of Attorney for signing the Bid as per the format at Bid Form-IV;
- vi. Copies of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership firm then a copy of its partnership deed and other charter documents, PAN card etc., as the case may be; and
- vii. Bidder’s duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years immediately preceding the Bid Due Date along with ITRs (income tax returns).
- viii. The Financial Bid should be uploaded in the “**Financial**” Section available on the online e-tendering portal and shall be submitted as per Bid Form-VII.
- ix. The envelope containing the original PoA’s and Bank Guarantees which are required to be submitted in physical, shall be addressed to:

Designation: **GM (Procurement), MAHA-METRO**
 Project : Nagpur Metro Rail Project
 Address: Metro House, 28/2 Anand Nagar, C K Naidu Road,
 Civil Lines, Nagpur-440001

- x. In case of any clarification or correspondence, the Officer-In-Charge to be contacted is as under:

Designation: **Addl. GM (Property Development), MAHA-METRO**
 Project : Nagpur Metro Rail Project
 Address: Metro House, 28/2 Anand Nagar, C K Naidu Road,
 Civil Lines, Nagpur-440001

5.11. E-Tender Submission

A. Technical Package :

- 5.11.1. The Technical Package shall be submitted in “Commercial Section” on E-Tender Portal of MAHA-METRO.
- 5.11.2. The Bidder shall submit/ upload (through digital signature on e-tender portal of MAHA-METRO) in the “Technical Package” / “Technical Section”.
- 5.11.3. Bidder shall first download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender using his DSC (i.e. DSC of POA/ DSC of authorized person/Owner) read & examine the document & process carefully.
- 5.11.4. For submission of Tender Document and Corrigendum, a Tick (v) submission Process has been enabled in Technical Section of E-Tender Portal of MAHA-METRO. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums and its clauses. By clicking on the tick (v) the bid documents & corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- 5.11.5. If the bidder has completed the submission process of his bid before due date & time of submission and in the meantime employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (v)” to the newly added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it prior to final date & time of submission of bid.
- 5.11.6. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- 5.11.7. All other enclosure (Physically Signed by authorized person) as per requirement of Bid Document, described in various sections of Bid Document may be attached at appropriate Technical Template or “Additional Document” section of “Technical Envelope/Section” of E-Tender Portal.
- 5.11.8. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- 5.11.9. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Section / Technical Envelope of E-Tender Portal.
- 5.11.10. Each entity of Technical Section / Technical Envelope have a capacity to upload a document of 10 MB.
- 5.11.11. If any enclosures is more than 10 MB, it may be split by bidder to the size of 10 MB or less & proceed further for up loading in Technical Section / Technical Envelope.
- 5.11.12. If the technical enclosures are more in numbers than the fixed entity of Technical Section / Technical Envelope. Bidders have option to upload any number of documents in “Additional Document” section of “Technical Envelope/ Technical Section” of E-Tender Portal.
- 5.11.13. No information pertaining to “Financial Bid” shall be uploaded or disclosed anywhere in “Technical Bid” Technical Section/ Technical Envelope of E-Tender Portal.
- 5.11.14. All up loaded enclosures should bear page numbers and Indexed properly. The first file uploaded by the bidder in the technical section shall be “Index Of Enclosures”

B. Financial Package

- 5.11.15. The Financial Package to be **submitted in “Financial Section”** on E-Tender Portal of MAHA-METRO.
- 5.11.16. The Financial bid / Price bid shall be filled on line in Financial Section / Financial Envelope of E-Tender Portal. However, in certain cases the BOQ may be required to fill manually & scanned copy may require to be up loaded on Financial Envelope / Financial Section of E-Tender Portal of MAHA-METRO.
- 5.11.17. Bids submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 5.11.18. It is to be noted that the Financial Bid shall be submitted in the **“Financial”** section only. In the event if the financial bid is submitted in the **“Technical”** Section of the online e-tendering portal, the bids shall be summarily rejected.
- 5.11.19. The Documents such as original Power of Attorney for signing the Bid and bank guarantees, shall be submitted in physical form within 3 (Three) days after Bid Due Date;

5.12. Bid Due Date

- 5.12.1. The Bidders are advised to submit their Bids to the Authority well before the time and Bid Due Date specified above through the online e-tendering portal <https://mahametrorail.etenders.in>.
- 5.12.2. The Authority shall not be responsible for any delay in submission for any reason. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may in its sole discretion, extend the Bid Due Date uniformly for all Bidders, in accordance with the provisions of the Bid Document.
- 5.12.3. Bidders shall submit their Bids in through website- <https://mahametrorail.etenders.in> on or before the Bid Due Date and time given in the Schedule of Bidding Process.
- 5.12.4. The Technical Bids/proposal of the Bidders will be opened as per the Schedule of Bidding Process. The Financial Bids/proposals of only those Bidders who are found to be eligible as per the Eligibility criteria mentioned in the document shall be opened at a subsequent date, after due evaluation of Technical Proposals. The date of opening of Financial Bids shall be decided by the Authority and communicated to all qualified Bidders online. The Financial Bids of Bidders whose Technical Proposals do not meet the Technical and Financial Capacity requirements as per this Bid Document shall not be eligible for consideration.

5.13. Modifications/ Substitution/ Withdrawal of Bids

- 5.13.1. As the bid process is through e-tendering portal of MAHA-METRO only, any amendment/ modification/substitution of bid can be done by going back into the Re-work option of the e-tender portal prior to the submission of bid.
- 5.13.2. Withdraw of already uploaded & submitted bid is not possible.
- 5.13.3. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date & time.
- 5.13.4. The bidder should further note that in case the bidder deposited the Bid Security through the e-tender portal & choose not to participate in the bid further, in this case the already

deposited bid security amount shall be refunded only after completion/annulment of entire bid process for the proposed project.

5.14. Rejection of Bids

- 5.14.1. Notwithstanding anything contained in this Bid Document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 5.14.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

5.15. Validity of Bids

- 5.15.1. The Bids shall be valid for a period of not less than **180 (one hundred and eighty) days** from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

5.16. Confidentiality

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

5.17. Correspondence with the Bidder

- 5.17.1. Save and except as provided in this Bid Document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY**5.18. Bid Security**

5.18.1. The Bidder shall furnish as part of its Bid, a Bid Security, in favour of the Authority, equivalent to amount as stated below :

| Sr. No. | Station Name | Property Business Space Number | Area | Bid Security |
|---------|--------------------------------|--------------------------------|---------------|-------------------|
| | | | (In Sq. Mts.) | (Rupees in lakhs) |
| 1 | Khapri Metro Station | KRI/PD-01 | 237.11 | 4.00 |
| 2 | Khapri Metro Station | KRI/PD-04 | 237.11 | 4.00 |
| 3 | New-Airport Station | NAPT/PD-01 | 119.7 | 2.10 |
| 4 | Airport Metro Station | APOT/PD-01 & G-02 | 445.06 | 6.60 |
| 5 | Airport Metro Station | APOT/PD-05 | 126.88 | 1.90 |
| 6 | Airport Metro Station | APOT/PD-06 & G-03 | 713.7 | 12.10 |
| 7 | Jaiprakash Nagar Metro Station | JIN/PD | 291.83 | 5.00 |
| 8 | Jaiprakash Nagar Metro Station | JIN/PD-01 | 105.24 | 1.80 |
| 9 | Jaiprakash Nagar Metro Station | JIN/PD-02 | 106.76 | 1.80 |
| 10 | Jaiprakash Nagar Metro Station | JIN/PD-05 | 1099.13 | 18.60 |
| 11 | Jaiprakash Nagar Metro Station | JIN/PD-06 | 313.85 | 5.30 |
| 12 | Jaiprakash Nagar Metro Station | JIN/PD-07 | 812.81 | 13.70 |

5.18.2. Bidders submitting bids for more than one built-up space shall be required to submit bid security/EMD for each built-up space for which bid is submitted. The payment shall be made in the form of e-payment by Credit Card/Debit Card/Net Banking as per procedure given in e-tender portal in favour of "Maharashtra Metro Rail Corporation Ltd" payable at Nagpur. The Application shall be summarily rejected if it is not accompanied with bid security.

5.18.3. The Bid Security shall be submitted through online Payment Gateway mode on the e-tendering portal. The information of E-Payment Gateway available on E-Tendering website <https://mahametrorail.etenders.in>.

5.18.4. The Authority shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free. Bidders may provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details) for refund of Bid Security.

5.18.5. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

5.18.6. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an NEFT/RTGS/Online Transfer /Cheque in favour of the unsuccessful Bidders.

5.18.7. The Bid Security submitted by Bidders (except the First and Second Highest bidder) shall be refunded, without any interest, and will be returned, subject to terms herein, through the online portal <https://mahametrorail.etenders.in>, no later than **60 (sixty) days** after award of contract to the successful bidder by the Authority. The Bid Security of the Second Highest Bidder shall be refunded upon signing of License Agreement by the Successful Bidder.

- 5.18.8. The Bid Security of Successful Bidder shall be retained by the Authority till the deposition of Security Deposit and signing of the License Agreement. The Selected Bidder's Bid Security will be returned, without any interest, upon submission of Security Deposit and signing of the License Agreement in accordance with the provisions thereof.
- 5.18.9. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Bid Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 5.18.10. **Forfeiture of Bid Security-** The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under any of the following conditions:
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
 - If a Bidder imposes any condition within the Bid validity period or the extended period;
 - If bidder submits any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & forfeiture of EMD / Bid Security (Partial of full).
 - In the case of Selected Bidder, if it fails within the specified time limit–
 - to sign and return the duplicate copy of LOA unconditionally;
 - to sign the License Agreement as per the draft License Agreement, without imposing any conditions; or
 - to furnish Security Deposit; or to deposit the first payment of License Fees; or
 - In case the Selected Bidder, before signing the License Agreement, commits any breach hereof.

5.19. Security Deposit

- 5.19.1. Selected Bidder shall deposit the Security Deposit for amounts as specified below:

| Sr. No. | Station Name | Property Business Space Number | Area | Security Deposit |
|---------|-----------------------|--------------------------------|---------------|---|
| | | | (In Sq. Mts.) | (Amount In Rupees) |
| 1 | Khapri Metro Station | KRI/PD-01 | 237.11 | Amount equivalent to 1st Year of annual license fees for each |
| 2 | Khapri Metro Station | KRI/PD-04 | 237.11 | |
| 3 | New-Airport Station | NAPT/PD-01 | 119.7 | |
| 4 | Airport Metro Station | APOT/PD-01 & G-02 | 445.06 | |
| 5 | Airport Metro Station | APOT/PD-05 | 126.88 | |
| 6 | Airport Metro Station | APOT/PD-06 & G-03 | 713.7 | |

| | | | | |
|----|--------------------------------|-----------|---------|--------------------------|
| 7 | Jaiprakash Nagar Metro Station | JIN/PD | 291.83 | Property Business Space. |
| 8 | Jaiprakash Nagar Metro Station | JIN/PD-01 | 105.24 | |
| 9 | Jaiprakash Nagar Metro Station | JIN/PD-02 | 106.76 | |
| 10 | Jaiprakash Nagar Metro Station | JIN/PD-05 | 1099.13 | |
| 11 | Jaiprakash Nagar Metro Station | JIN/PD-06 | 313.85 | |
| 12 | Jaiprakash Nagar Metro Station | JIN/PD-07 | 812.81 | |

- i. Security Deposit shall be submitted in the form of Cash/Demand Draft/Account Payee Cheque/NEFT/RTGS and shall be retained by authority for the entire license period.
- ii. The Interest Free Security Deposit shall be escalated by 20% on compounding basis after completion of every three (3) year.
- iii. The interest free security deposit is proposed to be recovered in manner as follows -
 - o Up to Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer.
 - o For amount more than Rs. 10 Lakhs, first Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer; amount exceeding Rs. 10 Lakhs, minimum 50% in the form of DD/PO/ Online Account transfer (subject to maximum of Rs. 50.00 Lakhs) & balance amount in the form of Bank Guarantee.
- iv. It is to be noted that the Bid Security shall be adjusted in the Security Deposit only when the other conditions precedents for signing of License Agreement are fulfilled by the Successful/Selected Bidder.
- v. The EMD/ Bid Security already submitted with bid shall be adjusted with the Security Deposit, in case of successful bidder. Balance amount shall be paid by successful bidder in form of Demand Draft payable in the name of "Maharashtra Metro Rail Corporation Limited"

E. EVALUATION OF BIDS

5.20. Opening and Evaluation of Bids

The bidders have only option to submit their bids electronically through E-Tender portal of MAHA-METRO, The electronic bid opening procedure shall be as under:-

- i. The Technical Envelope / Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening at the office of GM (Procurement), Maharashtra Metro Rail Corporation Ltd., Metro House, 28/2 Anand Nagar, C K Naidu Road, Civil Lines, Nagpur-440001 in presence of the Bidders who choose to attend. No minimum number of bids is required in order to proceed to bid opening.
- ii. Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected.
- iii. After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Envelope of bid of technically successful bidder only shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).

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- iv. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.
 - v. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document.
 - vi. Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
 - vii. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if this Project is subsequently awarded to it on the basis of such information.
 - viii. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
 - ix. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.
 - x. In the event if any Bidder claims credit for any Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience of the Bidder. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Bid in accordance with the provisions of the Bid Document.
 - xi. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
 - xii. **Right of First Refusal (ROFR):**
 - The government entities like any government department/organizations, any Public Sector unit, government subsidiaries and other government funded organisations shall have first right of refusal for operations and maintenance of the property business spaces, however this shall be subject to participation in the tendering process and matching the highest offer received during the tendering process.
 - Maha-Metro has invited tender for allotment of semi-naming rights of metro stations. If the semi-naming rights partner is requiring any Property Business space within the metro station, the selected semi-naming partner shall have first right of refusal for use of the property business spaces within the respective metro station of which semi-naming rights is allotted to it. However, this shall be subject to participation in the tender process initiated for allotment of property business spaces and matching the highest bidder during the tendering process.
 - The Authority reserves the right not to proceed with ROFR clause at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons. The decision of Maha-Metro with respect to ROFR shall be final and binding.

5.21. Tests of responsiveness

- i. Prior to evaluation of the Eligibility Proposals, the Authority shall determine whether each Eligibility Proposal is responsive to the requirements of the Bid Document. An Eligibility Proposal shall be considered responsive only if:

- (a) it is received as per prescribed formats;
 - (b) it is received by the Bid Due Date including any extension thereof;
 - (c) it is signed, sealed, and marked as stipulated;
 - (d) it is accompanied by relevant Power of Attorney(ies) as specified in Bid Document,
 - (e) it contains all the information and documents (complete in all respects) as requested in this Bid Document;
 - (f) it contains certificates from its statutory auditors in the formats specified for each Eligible Project;
 - (g) it is accompanied by the full amount of Bid Security and in specified format;
 - (h) it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
 - (i) it does not contain any condition or qualification; and
- ii. Similarly, prior to evaluation of Financial Bids, the Authority shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if:
 - (a) it is received as per the format at Bid Form-VII;
 - (b) it is not lower than the Reserve Premium;
 - (c) it is signed, sealed and marked as stipulated; and
 - (d) it does not contain any condition or qualification.
- iii. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. The decision of Authority on the responsiveness of the Bid shall be final, conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever.
- iv. To facilitate checking the responsiveness and evaluation of Bids, Authority may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.
- v. No Bidder shall have the right to give any clarification unless asked for by Authority or to request either Authority and/or MOR and/or any ministry or department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.

5.22. Contacts during Bid Evaluation

- i. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

5.23. Bidding process

- i. MAHA-METRO has adopted a single stage two steps process (referred to as the "**Bidding Process**") for selection of a suitable highest bidder to grant Licensing Rights for the commercial activities inside pre-identified built up spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station on Reach – 1 of Nagpur Metro Rail project. The various built-up areas are delineated in Annexure-1.
- ii. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the "**Bid**") against this RFP in a single step only.
- iii. The first step (the "**Qualification Step**") of the process involves qualification (the "**Qualification**") of interested parties based on the Technical Bid submitted by the Bidders in accordance with the provisions of RFP.
- iv. At the end of the Qualification Step, the Authority expects to announce short-listed qualified bidders (the "**Qualified Bidders**").
- v. The Qualified Bidders will be eligible for participation in the second step of Bidding Process (the "**Bid Step**"). *In the Bid Step, Financial Bids of only Qualified Bidders shall be opened and evaluated for identification of the Selected Bidder.*
- vi. The qualified Bidder whose Financial Bid is adjudged as responsive in terms of the Bid Document and who quotes the Highest Total Consideration offered to the Authority, shall be declared as the Highest Bidder (the "**Highest Bidder**") and who shall then be declared as the Selected Bidder.
- vii. In case the Highest Bidder becomes Selected Bidder and fails to fulfil the requirements of the Authority or execute the License Agreement or in case Selected Bidder withdraws or is disqualified for any reason, the Authority may, in its discretion, annul the Bidding Process.
- viii. In the event that two or more Bidders quote the same highest Total Consideration (the "**Tie Bidders**"), the bidder quoting the highest Upfront Premium amongst the tie bidders shall be termed as Selected Bidder. In the event that the 'tie bidders' quote the same upfront premium, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Bidders who choose to attend.
- ix. In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite the Second Highest Bidder to revalidate or extend his respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, the Second Highest Bidder matches the highest Bidder, it shall be the Selected Bidder.
- x. Generally, the Selected Bidder for each space shall be the Highest Bidder for that respective space. The remaining Bidders shall be kept in reserve. In the event if the bid submitted by highest bidder is withdrawn or is not selected for any reason, the authority may invite the Second Highest Bidder to revalidate or extend his respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, the Second Highest Bidder matches the highest Bidder, it shall be the Selected Bidder.
- xi. In the event if the second highest bidder fails to match the Bid of the highest bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

5.24. Communication of Award

- (a) After the selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder. Within 10 (ten) days of the receipt of LOA, the Selected Bidder shall sign and return to the Authority the duplicate copy of the LOA as acceptance and acknowledgement of the same.
- (b) In the event, the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA.
- (c) The LOA will constitute the contract between the Selected Bidder and the Authority for fulfilling the requirements specified in the LOA by the Selected Bidder prior to execution of the License Agreement. Notwithstanding anything contained in the LOA and the Bidding Documents, the rights of the Selected Bidder/Licensee as specified in License Agreement shall not become effective until the License Agreement has been executed by the Licensee and the Authority and conditions precedent, if any, has been fulfilled by Selected Bidder / Licensee.

5.25. Execution of License Agreement

- (a) The Selected Bidder shall be required to appear in person at the office of the Authority or concerned Officer In Charge for this Project, as the case may be, or if the Bidder is a firm , a duly authorized representative shall so appear and execute the License Agreement within 45 (Forty Five) days of issue of LOA by the Authority after fulfilling following conditions -
 - i. Acknowledgement of Letter of Award issued by the Authority, within 10 (ten) days of its receipt by signing and returning its duplicate copy to the Authority;
 - ii. Payment of Upfront Premium Fees within 30 days of issuance of LOA.
 - iii. Payment of Annual License Fees for the first year (prorate basis) within 30 days of issuance of LOA.
 - iv. Payment of Interest Free Security Deposit within 30 days of issuance of LOA.
 - v. Payment of appropriate Stamp duty as applicable for of signing of License Agreement.
 - vi. Submission of appropriate value Stamp paper for signing of agreement.
- (b) The License Agreement, in terms of this Bid Document, shall be executed in single copy. The Original duly registered License Agreement will be retained by the Authority and the colour copy of the agreement shall be handed over to the Licensee for further reference. The License Agreement is required to be executed by the Bidder as per specimen specified in Volume - II of this Bid Document.
- (c) The stamp duty and registration fees for the License Agreement, if required under Applicable Laws, shall be borne and paid by the Licensee.
- (d) In case of delay in signing the License Agreement either on account of delay in fulfilling the above conditions within the specified time limit or otherwise, Authority may extend the period specified above, for a maximum period cumulatively not exceeding 90 ((ninety) days from the LOA.

- (e) Failure to fulfil any of the conditions specified hereinabove shall constitute a breach of the contract submitted by the Bidder in which case the full value of the Bid Security shall stand forfeited without prejudice to any other rights or remedies & the LOA shall be treated as cancelled.
- (f) In the event the Selected Bidder refuses to execute the License Agreement as hereinabove provided, Authority may at its sole discretion, conclude that such Bidder has abandoned the contract and thereupon its Bid, LOA and acceptance thereof shall be treated as cancelled and Authority shall be entitled to forfeit the full amount of the Bid Security and/or Security Deposit or any other payments made by the Licensee, as damages for such default.
- (g) Schedule of Various Stages: The Selected Bidder shall have to follow the following time lines:

| Stage of Activities | Time Period |
|--|--|
| Issuance of LoA by Authority | Within 15 days of acceptance of proposal from the authority. |
| Acceptance of LoA by Bidder | Within 10 days of issuance of LoA by the authority. |
| Payment of Upfront Premium | Within 30 days of issue of Letter of Acceptance (LOA). |
| Payment of Annual License Fee for 1 st year (pro-rata basis after deduction of moratorium period) | Within 30 days of issuance of LOA by the authority. |
| Deposition of Interest Free Security Deposit with Maha-Metro. | Within 30 days of issue of Letter of Acceptance (LOA). |
| Signing of License Agreement | Within 10 days of fulfilment of conditions precedent for signing of license agreement. |
| Licensing space(s) to be handed over to Selected Bidder. | Within 10 days of signing of License Agreement. |
| Commencement of License Agreement | From the date of handing over of possession or date mentioned in letter or notice for taking over possession of licensed space(s), whichever is earlier. |
| Commencement of License Fee | Immediately upon completion of moratorium period or commercial operation date of the station, whichever is later. |

6. FRAUD AND CORRUPT PRACTICES

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 6.2 Without prejudice to the rights of the Authority under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the License Agreement or otherwise, if a Bidder or Licensee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 6.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- 6.3.1 **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (a) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- (b) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (c) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (d) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7. PRE-BID CONFERENCE

- 7.1 Pre-Bid conferences of the Bidders shall be convened as per the Schedule of Bidding Process, at the date, time and place as mentioned in Clause 1.3 of the RFP Document. Maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 7.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 7.3 Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.
- 7.4 The Authority, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.
- 7.5 The replies to queries shall be uploaded on website '[https://mahametrorail.etenders.in.](https://mahametrorail.etenders.in)' of the Authority as per the Schedule of Bidding Process along with amendments, if any.

8. MISCELLANEOUS

- 8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nagpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 8.4 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Bid Document, in the event of any conflict between them the priority shall be in the following order:
- i. License Agreement
 - ii. the Letter of Acceptance,
 - iii. All corrigendum issued if any
 - iv. Conditions of Bid document
 - v. Annexure & Addendum
 - vi. Drawings, if any
 - vii. Enclosures and any other documents forming part of the Contract.
- 8.5 If a Bidder finds discrepancies in or omissions in any of the Bid Forms or if it is in doubt as to their meaning, it should at once notify the Authority on or before the date specified by the Authority for pre-bid queries, which may send written instructions to all Bidders. It shall be understood that every endeavour shall be made to avoid any error which can materially affect the basis of the Bid and the successful Bidder shall take upon itself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on this account thereof.

BID FORMS

(On the Letter Head of the Bidder)

BID FORM - I : COVERING LETTER FOR THE BID

Bid Document No.:

Dated:

To,

The GM/Procurement

Maharashtra Metro Rail Corporation Limited

(Nagpur Metro Rail Project)

Metro House, 28/2 Anand Nagar,

C K Naidu Road,Civil Lines, Nagpur-440001

Sub: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.”

Dear Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in built-up spaces on License Fees basis at Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project. The Bid is unconditional and unqualified. The Built-up spaces for which bid along with bid security is/are submitted is as follows –

| Sr. No. | Station Name | Property Business Space Number | Area | Bid Security |
|---------|--------------|--------------------------------|---------------|--------------------|
| | | | (In Sq. Mts.) | (Amount In Rupees) |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

1. I/ We acknowledge that MAHA-METRO shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to MAHA-METRO any additional information it may find necessary or require supplementing or authenticate the Bid.
3. I/ We acknowledge the right of MAHA-METRO to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:

-
- (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by MAHA-METRO; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any Bid or tender document issued by or any agreement entered into with MAHA-METRO; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by me/us along with the Application in response to the Tender for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that Maha-Metro may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
 6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MAHA-METRO in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned subject License Agreement and the terms and implementation thereof.
 7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 8. I/ We have studied all the Bidding Documents carefully and also surveyed the MAHA-METRO Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by MAHA-METRO or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
 9. I/ We offer due Bid Security to MAHA-METRO in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender Document, have been submitted in a separate envelope and marked as "Enclosures of the Bid". The Bid Security is provided
 10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.

11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
12. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.

In witness thereof I/ We submit this Bid under and in accordance with the terms of the Bid Document.

Yours faithfully

Date:.....

(Signature of the Authorised signatory)

Place:.....

(Name and designation of the Authorized signatory)

(Name and Seal of Bidder)

Note:-

- xii. All blank spaces in the Bid Forms of this Bid Document shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder. Any information which is not applicable for the bidder may be omitted or modified as necessary to reflect Bidder-specific particulars.
- xiii. Strike out whichever is not applicable, if the Bidder is not an individual, as the case may be.

Enclosed:-

1. Checklist of documents submitted by me/us
2. Scanned copy of Bid Security
3. Other documents as per the prescribed formats

BID FORM - II : Details of Bidder**(To be filled by Bidder)****Bid Document No.:****Dated:**

Name of Project: Bid for "Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years."

1. Details
 - a. Full Name of Bidder (in block letters):
 - b. Country of incorporation/ registration/ nationality (whichever is applicable):
 - c. Address of the corporate headquarters and its branch office(s), if any, in India
 - d. Date of incorporation and/ or commencement of business/ date of registration/date of birth:
 - e. Registration Number :
 - f. PAN/TAN Number :
 - g. GST Registration Number :
 - h. Etc.
2. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) E-mail Address:

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder/Lead Member)

BID FORM - III : Eligibility of the Bidder

Bid Document No.:

Dated:

Name of Project: Bid for "Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years."

(In Rs. Lakhs)

| Name of Bidder | Turnover of Bidder | | |
|---|--------------------|---------|---------|
| | Year () | Year () | Year () |
| Bidder | | | |
| | | | |
| | | | |
| | | | |
| TOTAL of Turnover for last three financial years | | | |
| Average Annual Turnover | | | |

*(Signature of the Authorised Signatory)**(Name and designation of the Authorised Signatory)**(Name of the Bidder/Lead Member)***Certified by Statutory Auditor/Chartered Accountant:-**

I/We, in our capacity as the Statutory Auditor/Chartered Accountant have verified the relevant statutory and other records of M/s _____ [Name of Bidder], and certify that the above details in this Bid Form are correct.

*(Signature of the Statutory Auditor/Chartered Accountant)**(Name and seal of the Statutory Auditor/Chartered Accountant)***Instructions:**

1. The Bidder should provide details of its own Financial Capability. or of an Associate specified in Clause 2.2.8.
2. The Bidder shall attach copies of the balance sheets, Profit and Loss Accounts, financial statements and Audited Annual Reports for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder.
 - (b) be audited by a statutory auditor;

- (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
 4. In case this Bid Form consists of more than one page, Statutory Auditor/ Chartered Accountant Authorised Signatory shall sign and seal on all pages.
 5. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due falls within 3 (three) months of the close of the latest financial year, refer to Clause .

BID FORM - IV : Power of Attorney for signing of Bid**Bid Document No.:****Dated:**

Name of Project: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.”

(This Bid Form is to be submitted only by Bidder)

(To be executed on Non Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)

Know all men by these presents, I/We, {.....} (insert name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of {.....} and presently residing at {.....}, who is presently employed with me/us and holding the position of {.....}, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Bid for the **Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.”**, proposed by the Authority (the " Authority") including but not limited to signing and submission of the Bid and all other documents and writings, participate in Bidders' and other conferences and providing information/responses to the Authority, representing me/us in all matters before the Authority, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of my/our Bid for the said Project and/or up on award thereof to me/us and/or till the entering into of the License Agreement with the Authority.

AND whereby I/we agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by my/our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.....,, 20.....

Date:

Place:

For.....

{Signature, name, designation and address of person authorised by Board Resolution}

Accepted

(Signature, name, designation and address of the Attorney)

Witnesses:

- 1.
- 2.

Person identified by me/ personally appeared before me/signed before me/Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
 Seal of Notary
 Registration Number of the Notary
 Date:.....

Instructions:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3. For a Power of Attorney executed and issued overseas ,the document will also have to be legalised/consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised/consularised by the Indian Embassy if it carries a conforming Appostille certificate.
- 4. Strike out whichever is not applicable.

BID FORM – V : Affidavit (Duly Notarized)

(To be given on Stamp Paper of appropriate value)

I, S/o resident of
 the(insert designation) of the(insert
 name of the bidder), do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of(insert name of company/Bidder) (hereinafter referred to as “Bidder”) and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our eligibility for Maharashtra Metro Rail Corporations’ (hereinafter referred to as “Maha-Metro”) Tender Document for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.” and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by Maha-Metro to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by Maha-Metro.
4. I say that if any point of time including the License period, in case Maha-Metro requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of Maha-Metro within time stipulated by them.
5. I say that we do hereby undertake that as on date of Tender submission that neither Maha-Metro/MOUD/Maharashtra Govt. has banned business with the bidder (any member in case of JV) nor any Central/State Government Department/PSU/Other Government entity or local body have banned business with the bidder (any member in case of JV) which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce)”
6. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Tender Document shall entitle us to be disqualified from the Tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
7. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of.....,201.....

DEPONENT

BID FORM - VI : Undertaking For Downloaded Tender Document**Bid Document No.:****Dated:****Name of Project: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.”**

We here by confirm that, we have downloaded / read the complete set of Tender documents /addendum/clarifications along with the set of enclosures hosted on e-Tendering portal..... We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-Tendering portal We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I here by give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

Bidder Name _____
Name _____
Signature _____ Date: _____
Postal Address _____
E-Mail ID _____
Phone _____ FAX _____

Company Seal:

BID FORM – VII : Format for Financial Bid

Bid Document No.:

Dated:

To

The GM/Procurement**Maharashtra Metro Rail Corporation Limited****(Nagpur Metro Rail Project)**

Metro House, 28/2 Anand Nagar,

C K Naidu Road, Civil Lines, Nagpur-440001

Subject : Financial Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.”

Dear Sir,

We hereby submit our Financial Proposal for the property business space admeasuring Sqm atMetro station, bearing property business space number The proposed usage for the space is

(Note : The usages proposed by the bidder shall be allowed only with prior permission of Maha-Metro. The usage should be other than the usages as mentioned in the banned list of usages, mentioned in “Annexure – 2 : List of usages banned/ negative list”.)

If the space/s is awarded to us, we agree to make the following payments to MAHA-METRO as per the terms given in the Request for Proposal (RFP) Document -

A. Upfront Premium –

We hereby offer to pay Maha-Metro the upfront premium amounting to Rs for the property Business space admeasuring bearing space no. at Metro Station.

(Rates to be filled in Excel Format at the e-tendering portal of Maha-Metro)

B. Annual License Fees –

We hereby offer to pay Maha-Metro the License fees at the rate of Rs per Sqm per month. Thus the annual License Fees for the first year of operations is worked out to be –

| Station Name | Property Business Space Number (A) | Area (In Sq. Mts.) (B) | Rate per Sq. mt. per month I (to be quoted by Bidder) | Annual License Fees in figures (D) (D) = (C) * (B) * 12 | Annual License Fees in words(E) |
|--|------------------------------------|------------------------|--|--|---------------------------------|
| | | | | | |
| <u>Rates to be filled in Excel Format at the e-tendering portal of Maha-Metro</u> | | | | | |

- i. The Annual License Fees shall be paid for the entire License Tenure of 30 years.
- ii. The Annual License Fees shall be escalated by 20% after completion of every three year of license period, on compounding basis.

C. Total Consideration:

Based on the upfront premium and Annual License Fees as quoted above, the Total Consideration to Maha- Metro is worked out as follows –

| S.No. No. | Description | Amount | Factors for computing Present Value at discount rate of 10% per annum | Present Value of Applicant's Offer (2*3=4) |
|-----------|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| I | Upfront Premium for the Licensing the Property Business space. | Rs _____ (in fig) (Rupees _____ Only) (in words) | 1.00 | |

| | | | | |
|-----|--|---|--------------|--|
| II | Annual License Fees (Refer Column 'D' of the table as mentioned in Point 'B' above. | Rs _____ (in fig) (Rupees _____ Only) (in words) | 16.07 | |
| III | Total Consideration (Rs.) | (Sum of present value of Upfront Premium and Annual License Fees) | | |

Notes: 1. The Applicant's offer against Upfront Premium should be at least 8 times the Applicant's offer against Annual License Fee. In case an Applicant by mistake quotes a Upfront Premium lower than 8 times its offer against Annual License Fee and if it is declared as Successful Bidder, the Upfront Premium and Annual License Fee shall be re-computed by the Authority for making the amount against Upfront Premium at least 8 times the amount of Annual License Fee keeping the Total Consideration the same as arrived at under column 4 above.

Further, the Applicant's offer against Annual License Fee should not be less than 0.5% of the Applicant's offer against Upfront Premium. In case an Applicant by mistake quotes Annual License Fee lower than this limit and if it is declared as Successful Bidder, the Upfront Premium and Annual License Fee quoted by it shall be recomputed by the Authority for making the amount against Annual License Fee as 0.5% of the readjusted Upfront Premium but keeping the Total Consideration the same as arrived at under column 4 above.

- (a) I/We shall pay to Maha-Metro a Total Consideration as quoted above along with applicable taxes/GST for the specified license space.
- (b) The Total Consideration shall be paid payable at half yearly basis for operating at the Licensed Premises for a period of thirty years from the date of possession or date mentioned in letter or notice for taking over possession as and when the same is communicated by MAHA-METRO to do so.
- (c) The recurring payments such as Annual License Fees and the interest free security deposit shall be escalated by 20% after completion of every three year of license period, on compounding basis.
- (d) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.

- (e) The other utility charges like electricity, water, chiller, etc. shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality.
- (f) All statutory taxes, local levies, statutory dues, etc. except property tax, as applicable from time to time shall be levied additionally.

I/We shall submit the interest free security deposit, Upfront Premium and Annual License Fees applicable for 1st Year (pro-rata basis) as requested within 30 days of date of the LOA including all other charges and shall sign the License Agreement, on a convenient date, which may be decided and intimated by MAHA-METRO (within 10 working days of making all the required payments).

The possession of license space shall be provided with-in 10 working days from the date of signing of license agreement.

I/We agree to start of license period from the date of possession or date mentioned in letter or notice for taking over possession of licensed Space, as and when the same is communicated by MAHA-METRO to do so, failure in taking possession shall amount to deemed hand over and License fee and other dues shall commence immediately after expiry of fitment period.

I/We confirm that I/We have read and understood the rules and regulations regarding the bidding process for licensing of the space, inspected the various conditions as present in the site and have also inspected the physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the license as per the terms and conditions contained herein in this bid documents.

The final License fee will be worked out on the basis of actual area handed over as per actual measurement. The area shall be worked out by measuring the internal dimension of the licensed space.

This offer is being made after taking into consideration of all the terms and conditions stated in the Bid document, and after careful assessment of the Space offered, all risks and contingencies and all other conditions that may affect the financial Bid.

I/We agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

Signatory/Authorized signatoryName: _____ **Name & Seal of the Bidder**

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____

Note :

1. *The Financial offer of the bidder shall be filled in Excel Format at the e-tendering portal of Maha-Metro.*
2. *In the event if the Bidder is willing to submit the bid for more than one business space, then the bidder shall submit separate financial bid for each property business space.*

BID FORM – VIII : Format for Checklist**Bid Document No.:****Dated:**

Name of Project: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 30 Years.”

The Bidder shall also submit a copy of the duly filled and completed Checklist in the format prescribed herein. The Bidder shall not amend the order or change the contents of this Checklist.

| S.No. | Item | Checked by Bidder | Remarks of Authority |
|---------------------------|---|-------------------|--|
| TECHNICAL ENVELOPE | | | |
| 1 | Bid Security | | Shall be paid on line on E-tender portal |
| 2 | Bid Document Fee or receipt thereof | | Shall be paid on line on E-tender portal |
| | | | |
| | | | |
| 1 | Bid Form-I – Covering Letter for Bid (along with full Bid Document Volume I and II and duly signed) | | |
| 2 | Bid Form-II : Details of Bidder | | |
| 3 | Bid Form-III : Eligibility of Bidders | | |
| 4 | Bid Form-IV : Format for Power of Attorney for Signing of Bid | | |
| 5 | Bid Form-V : Affidavit For not being barred. | | |
| 6 | Bid Form VI : Undertaking for Downloaded Tender | | |
| 7 | Bid Form VIII : Checklist | | |
| | | | |
| | | | |
| | | | |

NOTE:

1. All the documents should be uploaded online
2. All pages to be numbered serially;
3. Each page of the document to be initialed in Blue ink by the Authorized Signatory.

Yours faithfully,

Date

Place Signature of Authorised Signatory of the Bidder/Lead Member
(Name, Designation, Address)

Stamp of Bidder

Annexures

Annexure – 1 Details of Built-up Space offered for Licencing

| Sr. No. | Station Name | Property Business Space Number | Level/Floor | Location | Area |
|---------|--------------------------------|--------------------------------|--|-------------|---------------|
| | | | | | (In Sq. Mts.) |
| 1 | Khapri Metro Station | KRI/PD-01 | Mezzanine Level | Unpaid | 237.11 |
| 2 | Khapri Metro Station | KRI/PD-04 | Mezzanine Level | Unpaid | 237.11 |
| 3 | New-Airport Station | NAPT/PD-01 | Road Level | Unpaid | 119.7 |
| 4 | Airport Metro Station | APOT/PD-01 & G-02 | Road Level (301.22 sqm) + Basement (143.84 Sqm) | Unpaid Area | 445.06 |
| 5 | Airport Metro Station | APOT/PD-05 | Concourse Level | Unpaid Area | 126.88 |
| 6 | Airport Metro Station | APOT/PD-06 & G-03 | Concourse Level (399.50 Sqm) + Basement (314.20 Sqm) | Unpaid Area | 713.7 |
| 7 | Jaiprakash Nagar Metro Station | JIN/PD | Road Level | Unpaid Area | 291.83 |
| 8 | Jaiprakash Nagar Metro Station | JIN/PD-01 | Concourse Level - 1 | Paid Area | 105.24 |
| 9 | Jaiprakash Nagar Metro Station | JIN/PD-02 | Concourse Level - 1 | Paid Area | 106.76 |
| 10 | Jaiprakash Nagar Metro Station | JIN/PD-05 | Concourse Level - 2 | Unpaid Area | 1099.13 |
| 11 | Jaiprakash Nagar Metro Station | JIN/PD-06 | Concourse Level - 2 | Paid Area | 313.85 |
| 12 | Jaiprakash Nagar Metro Station | JIN/PD-07 | Concourse Level - 3 | Unpaid Area | 812.81 |

Note :

1. The area at basement level shall be utilised only for storage/godown purpose.
2. Areas indicated below are approximate. Actual area measured at time of handing over shall be final and binding. If there is any variation in area the License Fees and other dues shall be for actual area handed over.
3. All built-up spaces offered on license basis are available on “as is where is basis”.
4. All built-up spaces can be utilised for any activity except the activities specified in banned list as detailed in Annexure - 2

Annexure – 2 : List of usages banned/ negative list

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol-based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. ATMs
6. Coal/Gas based cooking strictly prohibited.
7. Advertisement at any location and in any format.
8. Banqueting and similar activities
9. Restaurant, food courts, etc. except for local/ limited use (i.e. only heating/reheating will be allowed without the use of cooking gas or any other combustible material) as per prior approval of Maha-Metro.

Annexure : 3 – Tool Kit for using E-Tender**(Tool Kit for using E-Tender Portal of MAHA-METRO)****TENDERING PROCEDURE****A] Tender Forms.**

- i. Tender Forms can be purchased from the e-Tendering Portal of MAHA-METRO, i.e. <https://mahametrorail.etenders.in> after paying Tender Fees via online **mode** as Per the **Tender Schedule**.
- ii. Bidder should have valid class II/III digital signature certificates (DSC) obtain from any certifying authorities.
- iii. Bidder should install the Java and NxtCrypto service available on the Home Page of Download section URL :- <https://mahametrorail.etenders.in>

B] Pre-requisites to participate in the Tenders processed by MAHA-METRO:**i. Enrolment of Contractors on Electronic Tendering System:**

The Contractors interested in participating in the Tenders of MAHA-METRO processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

If the information is found to be complete, the enrolment submitted by the Vendor shall be approved automatically.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support Team or may visit the information published under the link Help manual and tutorials on the Home Page of the Electronic Tendering System.

ii. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class -III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus

attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act,2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Signature Forms on the Home Page of the Electronic Tendering System.

iii. **Recommended Hardware and Internet Connectivity:**

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

iv. **Set up of Computer System for executing the operations on the Electronic Tendering System:**

To operate on the Electronic Tendering System of MAHA-METRO, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Downloads on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the Help manual and Tutorials available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

C) The e-tender portal contains two section Technical Bid Submission & Financial Bid Submission.

- i. **Technical Bid Section:** - Technical Bid Section shall contain all Documents and enclosures as directed in NIT, ITT and EQ. Bidder shall upload the PDF copy of such documents in Technical Section only.
- ii. **Financial Bid Section:** - All prices/Commercial offers/ or any information pertain to commercial offer required by MAHA-METRO from the bidders, shall be filled/ uploaded (If directed by MAHA-METRO) in Financial bid Section only.
- iii. **No information pertaining to Financial Bid section should be uploaded/disclosed in Technical Bid Section or vice versa.**

D) Steps to be followed by Contractors to participate in the e-Tenders processed by MAHA-METRO.

i. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of MAHA-METRO are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Tender Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

Note: Uploading of documents in the briefcase does not mean that the documents are available to MAHA-METRO at the time of Tender Opening stage unless the documents are specifically attached to the Tender during the Tender Submission stage.

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice (NIT) along with the Time Schedule (Key Dates) for all the Live Tenders released by MAHA-METRO and Eligibility Criteria (EQ) on the

home page of MAHA-METRO e-Tendering Portal on <https://mahametrorail.etenders.in> under the section Online Tenders. Viewing & downloading the NIT & EQ is free of cost.

iii. **Download of Tender Documents:**

After going through the NIT & EQ, if bidder finds himself eligible for the bidding, he may purchase the complete bid document via online mode by paying the cost of Tender Document by Debit Card/Credit Card/ Net Banking as described on E-Tender Portal. After paying the cost of the document, bidder may download the complete bid documents.

iv. **Online Submission of Bid:**

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash component Payment of EMD, which bidder has to pay online using any one online pay mode as **RTGS, NEFT, Debit Card, Credit Card & Net Banking** through payment gateway of E-Tender Portal. For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid.*
- d. Bidder have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- g. For submission of Tender Document and Corrigendum, Tick (✓) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders have to tick (✓) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (✓) the bid documents & corrigendum /addendum shall automatically attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.**
- h. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (✓)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.**
- i. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- j. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.

- k. The "Technical Envelope" / "Technical Section" of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.
- l. If bidder are desirous to upload a file more than 10mb size , he shall spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate **Technical Template** or "**Additional Document**" section of "**Technical Envelope/section**" of E-Tender Portal.

Note:-

* **Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.**

* **NEFT/RTGS option will be depend on the amount of EMD.**

* **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.**

v. **Short listing of Contractors for Financial Bidding Process:**

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

vi. **Opening of the Financial Bids:**

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids.

vii. **Tender Schedule (Key Dates):**

All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

Note: - For details illustrations, please refer or down load the PPT demonstration available on E-Tender portal of <https://mahametrorail.etenders.in>

Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of MAHA-METRO Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e.

<https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings. General

Terms and Conditions for E-Payment on E-Tender Portal

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid,

enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability of Merchant/ Payment Gateway

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
(i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

Miscellaneous Conditions:

Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Payment Gateway Disclaimer: The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

Annexure – 4

Site Plan of Khapri Metro Stationa and New-Airport Metro Station

Attached as a separate PDF File.

Annexure – 5

Site Plan of Airport Metro Station

Attached as a separate PDF File.

Annexure - 6

Site Plan of Jaiprakash Nagar Metro Station

Attached as a separate PDF File.