

Annexure – 5

MODIFIED BID FORMS

(On the Letter Head of the Bidder)

BID FORM - I : COVERING LETTER FOR THE BID**Bid Document No.:****Dated:**

To,

The ED/Procurement**Maharashtra Metro Rail Corporation Limited**

(Nagpur Metro Rail Project)

Procurement Section, 1st Floor, Metro Bhavan,

Opposite to Dr. Babasaheb Ambedkar College,

Near Diksha Bhoomi, Nagpur - 440010.

Sub: Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 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 advertisement spaces on License Fees basis at selected Metro Stations of Reach – 1 Nagpur Metro Rail Project. The Bid is unconditional and unqualified. The Advertisement spaces shall be made available at following Metro Stations of Reach – 1 of Nagpur Metro Rail Project.

Sr. No.	Station Name	Reach	Minimum Advertisement Space available at metro station (in Sq.mt.)	Bid Security (INR in Lakhs)	Bid Submitted For (Tick Mark the space for which bid is being submitted)
1	Khapri Metro Station	Reach-1	100	0.40	
2	New Airport Metro Station	Reach-1	100	0.40	
3	Airport South Metro Station	Reach-1	100	0.40	
4	Airport Metro Station	Reach-1	100	0.40	
5	Jaiprakash Nagar Metro Station	Reach-1	150	0.50	
6	Sitaburdi Interchange Metro Station (Ground Floor and Concourse Level – 1)	Interchange	200	0.70	

- 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. 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:-

- 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.
- 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:****Sub: Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years.”**

1. Details
 - a. Full Name of Bidder (in block letters):
 - b. Constitution of Bidder:
 - c. Country of incorporation/ registration/ nationality (whichever is applicable):
 - d. Address of the corporate headquarters and its branch office(s), if any, in India
 - e. Date of incorporation and/ or commencement of business/ date of registration/date of birth:
 - f. Registration Number:
 - g. PAN/TAN Number:
 - h. GST Registration Number:

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 Maha-Metro:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) Mobile Number:
 - (g) E-Mail Address:

4. In case of Consortium:
 - (a) The information above (1, 2 & 3) should be provided for all the members of the consortium.
 - (b) Information regarding the role of each member should be provided:

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

5. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Telephone Number:
- (e) Mobile 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:****Sub: Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years.”****(In Rs. Lakhs)**

Name of Bidder	Turnover of Bidder		
	Year (2018-19)	Year (2017-18)	Year (2016-17)
Bidder/Lead Member of Consortium			
Member 1			
Aggregate 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)***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:**

- The Bidder should provide details of its own Financial Capability as specified in Clause **Error! Reference source not found.**
- The Bidder shall attach copies of the balance sheets, Profit and Loss Accounts, financial statements for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder.
 - be certified/audited by a statutory auditor/Chartered Accountant;

-
- (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 **Error! Reference source not found.** of the RFP Document.

BID FORM - IV : Power of Attorney for signing of Bid*(To be executed on Non Judicial Stamp Paper of Rs.500 and duly notarized.)***Bid Document No.:****Dated:****Sub: Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years.”***(This Bid Form is to be submitted only by Bidder/Lead Member of the Consortium)*

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 "**Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years**", proposed by Maha-Metro (the "Maha-Metro") 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 Maha-Metro, representing me/us in all matters before Maha-Metro, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with Maha-Metro 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 Maha-Metro.

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 of the Attorney

Name of the Attorney

Designation

Address

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 : Power of Attorney for signing of Bid

(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.500) and duly notarized.)

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years.”

Whereas,,,and..... (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, and M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with Maha-Metro, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with Maha-Metro.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by 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 our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For Member 1 (Signature, Name & Title)

For Member 2 (Signature, Name & Title)

For Member 3 (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

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/Member 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 her under on behalf of such Bidder/Member-.
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 Apostille certificate.
4. Strike out whichever is not applicable.

Bid Form VI - Consortium Agreement/Memorandum Of Agreement**(Duly Stamped)**

(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.500) and duly notarized.)

This Consortium Agreement/Memorandum of Agreement is executed at on this ____ day of _____, 2019

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

[AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART] Whereas Maharashtra Metro Rail Corporation Limited (hereinafter referred to as 'Maha-Metro') has invited Tenders to License out the exclusive **Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years.** and

whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this Maha-Metro's tender.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by Maha-Metro for the tender.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with Maha-Metro and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.
4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member _____ shall have _____ per cent (____%) of share holding with reference to the Consortium for this specified project.
 - (ii) The Participant Member _____ shall have _____ (____%) of share holding with reference to the Consortium for this specified project.
 - (iii) he Participant Member _____ shall have _____ (____%) of share holding with reference to the Consortium for this specified project.
5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
6. That in case to meet the requirements of tender or any other stipulations of Maha-Metro, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise

be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of Maha-Metro.

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

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

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

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

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Bid Form - VII : Affidavit

(To be given on Stamp Paper of Rs. 500 and duly Notarised)

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 Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 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.
8. I/We undertake that in the last 3 (three) years, I/we 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.

9. I/We undertake that we have not been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.
10. We do hereby undertake & confirm that Maha-Metro/ any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission. Also any work executed by us either individually or as member in a JV/Consortium, has not been rescinded/terminated by Maha-Metro after award of contract to us during the last 3 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, Maha-Metro shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

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....., 2019.

DEPONENT

Bid Form - VIII : Undertaking For Downloaded Tender Document

On Letterhead of Bidder/Lead Member

Bid Document No.:**Dated:****Name of Project: Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 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 – IX : Format for Checklist**Bid Document No.:****Dated:**

Name of Project: Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years.”

The Bidder shall also submit a copy of the duly filled and completed Checklist in the format prescribed herein.

S. No.	Item	Checked by Bidder	Remarks of Maha-Metro
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 The Bid		
2	BID FORM - II : Details Of Bidder		
2a.	Registration Certificate of Bidder / Each Member of Consortium		
2b.	PAN Card of Bidder / Each Member of Consortium		
2c.	TAN of Bidder / Each Member of Consortium		
2d.	License/Gumasta		
2e.	MoA/AoA/ Partnership Deed of Bidder/ Each Member of Consortium		
3	BID FORM - III : Eligibility Of The Bidder		
3a.	Duly supported by Certificate from Chartered Accountant / Statutory Auditor		
3b.	Financial Documents such as Balance Sheet and Profit and Loss Account for last three financial years.		
3c.	ITRs for last three financial years.		
4	BID FORM - IV : Power Of Attorney For Signing Of Bid Board Resolution/Partners Resolution		
5	BID FORM – V : Power Of Attorney For Signing Of Bid Board Resolution/Partners Resolution		
6	Bid Form VI - Consortium Agreement/Memorandum of Agreement		
7	Bid Form - VII : Affidavit		
8	Bid Form - VII : Undertaking For Downloaded Tender Document		
9	BID FORM – IX : Format For Checklist		
10	Additional Documents		

Yours faithfully,

Date

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

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.

Bid Form - X : Format for Financial Bid**Bid Document No.:****Dated:**

To,

The ED/Procurement**Maharashtra Metro Rail Corporation Limited**

(Nagpur Metro Rail Project)

Procurement Section, 1st Floor, Metro Bhavan,

Opposite to Dr. Babasaheb Ambedkar College,

Near Diksha Bhoomi, Nagpur - 440010.

Subject : Financial Bid for “Licensing of Advertisement Rights inside Selected Metro Stations of Reach – 1 of Nagpur Metro Rail Project for a period of 05 Years.”**Bid Document No.:****Dated:**

I/We hereby submit our Financial Proposal for undertaking the advertisement rights of metro station. I/ We hereby offer to take up on the advertisement rights as per license fees in accordance with table mentioned below –

A. License Fees for advertisement rights of Selected Metro Stations

Sr. No.	Station Name	Minimum Area (In Sq. mt.) (A)	Rate per Sq. mt. per month (B)	Annual License Fees in figures (C) (C) = (A) * (B) * 12
1	Khapri Metro Station	100		
	(Annual License Fees in words) (in INR)			
2	New Airport Metro Station	100		
	(Annual License Fees in words) (in INR)			
3	Airport South Metro Station	100		
	(Annual License Fees in words) (in INR)			
4	Airport Metro Station	100		
	(Annual License Fees in words) (in INR)			
5	Jaiprakash Nagar Metro Station	150		
	(Annual License Fees in words) (in INR)			
6	Sitaburdi Interchange Metro Station (Ground Floor and Concourse Level – 1)	200		
	(Annual License Fees in words) (in INR)			

Note: The advertisements shall be in accordance with the factors as mentioned in **Annexure – 2 : Factors Governing Selection of Permissible Advertisements.**

- (a) I/We shall pay to Maha-Metro a License fees as quoted above along with applicable taxes/GST for the specified Space payable at half yearly basis for operating at the Licensed Premises for a period of nine years from the date of handover of the advertisement spaces or the date mentioned in letter/notice for handing over possession as and when the same is communicated by Maha-Metro to do so.
- (b) The recurring payments in item (a) and interest free security deposit shall be escalated by 5% every year on compounding basis for the entire of license period.
- (c) 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.
- (d) The electricity charges shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality.
- (e) 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 as requested within 30 days of date of the LOA along with the advance license fee for first half year of license period, including all other charges and shall be sign the License Agreement, on a convenient date, which may be decided and intimated by Maha-Metro (within 15 working days of making the payments of Interest Free Security Deposit and advance License Fee for 1st half year).

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 advertisement 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 of 30 days from the date of handing over the advertisement space(s).

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.

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 advertisement spaces 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 signatory

Name: _____ **Name & Seal of the Bidder**

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____