

MAHARASHTRA METRO RAIL CORPORATION LTD.

(Nagpur Metro Rail Project)

REQUEST FOR PROPOSAL (RFP)

FOR

Licensing of Built-up spaces having area more than 100 sqm at selected Metro Stations of Nagpur Metro Rail Project for a period of 15 Years.

Tender Number - N1PD-92/2024



October - 2024

MAHARASHTRA METRO RAIL CORPORATION LTD.

"Metro Bhavan",
VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur - 440010

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

Disclaimer

The Bid Documents for “Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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. electrical

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

 <p style="text-align: center;">महा मेट्रो NAGPUR METRO</p>	<p>E-TENDER NOTICE MAHARASHTRA METRO RAIL CORPORATION LTD (Nagpur Metro Rail Project) (A joint venture of Govt. of India & Govt. of Maharashtra) "Metro Bhavan", VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010 E-mail id: md.nmrcl.tenders@gmail.com Website: www.metro railnagpur.com Telefax:0712-2553300</p>
Tender Notice No.: N1PD- 92/2024	Date: 04-10-2024
Name of work:	Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 Years.
KEY DETAIL:	
License Period:	15 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. on 07-10-2024 to 16:00 hrs. from Maharashtra government E-Tender Portal https://mahatenders.gov.in .
Cost of documents:	INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) , non-refundable (inclusive applicable taxes), through Demand Draft drawn on Scheduled Commercial Bank in favour of "Maharashtra Metro Rail Corporation Ltd." payable at Nagpur. Scanned copy of the Demand Draft to be uploaded in the Technical Section of e-tender portal i.e., https://mahatenders.gov.in and the original Demand Draft to be submitted on or before the date of opening of Tender
Pre-bid Meeting:	16-10-2024 at 11:00 hours at Procurement Section, 2nd Floor, Metro Bhawan, VIP Road, near Dikshabhoomi, Ramdaspath, Nagpur-440010.
Last date of submission of queries for Pre-bid:	Till 17:00 hrs. on 17-10-2024 at e-mail ID: md.nmrcl.tenders@gmail.com .
Bid Security:	Refer clause 6.18 of the Bid Document. To be paid through separate Demand Draft(s) for each Property Business Space drawn on Scheduled Commercial Bank in favour of "Maharashtra Metro Rail Corporation Ltd." payable at Nagpur. Scanned copy of the Demand Draft to be uploaded in the Technical Section of e-tender portal i.e., https://mahatenders.gov.in and the original Demand Draft(s) to be submitted on or before the date of opening of Tender.
Date & Time of submission of Tender:	Online submission up-till 16:00 hrs. on 07-11-2024 on Maharashtra government E-Tender Portal https://mahatenders.gov.in
Date & Time of Opening of Tender:	On 08-11-2024 at 16:30 hrs. or as decided by the Maha-Metro at Procurement Section, 1st Floor, Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010.
<ol style="list-style-type: none"> 1. Sale of document, e-payment procedure, submission and other details are available on Maharashtra Government e-Tender portal https://mahatenders.gov.in 2. To view this tender notice, interested Agencies may visit the Maha-Metro's website www.mahametro.org or CPPP website https://eprocure.gov.in. 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. 4. Maha-Metro reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever. 	

SD/-
General Manager (Town Planning),
Maharashtra Metro Rail Corporation Ltd.

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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”), 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 18th 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, Maha-Metro has developed certain commercial spaces at various levels of Metro Stations. Now, Maha-Metro decides for “Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 Years.” The Reach-1 and Reach-2 line is the North-South Corridor (Orange Line) and Reach-3 and Reach-4 line is the East-West Corridor (Aqua Line) of Nagpur Metro Rail Project. The terminal stations of the Reach-1 is Khapri Metro Station near Mihan Depot, Reach-2 is Automotive Metro Station and Sitabuldi Interchange Station being in the centre of the city, similarly the terminal stations of the Reach-3 is Lokmanya Nagar Metro Station near Hingna Depot, Reach-4 is Prajapati Nagar Metro Station.

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-3. The stations are in close vicinity of residential and commercial areas of the Nagpur City.

1.1.4. Maha-Metro 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 15 Years. The project shall include refurbishing/finishing, operation and maintenance of property business space at Licensing of Built-up Spaces various Metro Stations of Nagpur Metro Rail Project (as earmarked in key plans) for a period of 15 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	Area (In Sq. Mts.)
1	Khapri Metro Station	KHP/PD-04	Mezzanine Level	195.68
2	Airport Metro Station	NAO/PD-06	Concourse Level	423.48
3	Chhatrapati Square Metro Station	CQE/PD-4B	Concourse Level - 2 (E)	215.94
4	Gaddi Godam Metro Station	GSE/PD-12	First Floor	620.76
5	Prajapati Nagar Metro Station	PJG/PD-2	PD-2 Level (Station Box)	1252.86

- 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 Khapri Metro Station, Airport Metro Station, Chhatrapati Square Metro Station, Gaddigodam Square Metro Station, and Prajapati Nagar Metro Station may be downloaded from the website "<https://mahametrorail.etenders.in>" and from the Maha-Metro's website "www.metrotrainnagpur.com".

2. Notice Inviting Bid

- 2.1 Maha-Metro invites open E - Tenders from suitable bidders who may be a sole proprietorship concern, a partnership firm or a company having registered office in India for selection of a Licensee to grant licensing of built-up spaces Khapri Metro Station, Airport Metro Station, Chhatrapati Square Metro Station, Gaddigodam Square Metro Station, and Prajapati Nagar Metro Station 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:**
- 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 Maha-Metro pursuant to this RFP as modified, altered, amended and clarified from time to time by Maha-Metro, (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 Khapri Metro Station, Airport Metro Station, Chhatrapati Square Metro Station, Gaddigodam Square Metro Station, and Prajapati Nagar Metro Station is attached below at Annexure – 3 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 through Demand Draft drawn on Scheduled Commercial Bank in favour of “Maharashtra Metro Rail Corporation Ltd.” payable at Nagpur. Scanned copy of the Demand Draft to be uploaded in the Technical Section of e-tender portal i.e., <https://mahatenders.gov.in> and the original Demand Draft to be submitted on or before the date of opening of Tender. 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, Maha-Metro 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 of the License Fees per Sq. Mt. per month to be quoted in the Financial Bid (the “**License Fee per sqm per month**”). The Bidder who quotes the **Highest License Fee per sqm per month** in their Financial Bid shall be termed as Highest Bidder, for the respective Property Business Space. In case the bidder applies for more than one space, the financial evaluation shall be done separately for each space.
- 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 shall be as per clause 6.18 of this RFP Document. are as follows:

Bidders submitting bids for more than one built-up space shall be required to submit bid security/EMD for each built-up space separately for which bid is submitted. The payment shall be made through Demand Draft(s) drawn on Scheduled Commercial Bank in favour of "Maharashtra Metro Rail Corporation Ltd." payable at Nagpur. Scanned copy of the Demand Draft(s) to be uploaded in the Technical Section of e-tender portal i.e., <https://mahatenders.gov.in> and the original Demand Draft(s) to be submitted on or before the date of opening of Tender. 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 sent to the following **e-mail id: md.nmrcl.tenders@gmail.com**. The Maha-Metro 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 6.25 (h) 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 Demand Drafts for Document Fee & Bid Security and original power of attorney for signing of bid along with covering letter, on or before the Bid Due Date during office hours in the office of –

The General Manager (Town Planning / Proc. PD)
Maharashtra Metro Rail Corporation Ltd.
Metro Bhavan, VIP Road, Near Dikshabhoomi, Nagpur-440010.

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. **General Manager (Town Planning / Proc. PD)**
Maharashtra Metro Rail Corporation Ltd.
Metro Bhavan, VIP Road, Near Dikshabhoomi, Nagpur-440010.
- a. **General Manager (Property Development)**
Maharashtra Metro Rail Corporation Ltd.
Metro Bhavan, VIP Road, Near Dikshabhoomi, Nagpur-440010.

- 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 uploaded 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, and bidder will be blacklisted for the period of three years for participating in the tenders of Maha-Metro.
- 2.21 Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at Annexure-4. In case of support or help required during online submission or difficulty encountered during online submission, the bidders may contact **Help Desk Number, 0120-4001002, 0120-4001005, 0120- 4493395.**

**General Manager (Town Planning / Proc. PD)
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 Maha-Metro 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 Maha-Metro 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

- i. 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 any one of the following—

Average annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date as per table '**A**'

OR

Net-Worth on close of financial year immediate preceding the Bid Due Date as per table '**B**' –

A. 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 (In Sq. Mts.)	Average Annual Turnover in last three financial years (Rupees In Lakhs)
1	Khapri Metro Station	KHP/PD-04	195.68	34.00
2	Airport Metro Station	NAO/PD-06	423.48	74.00
3	Chhatrapati Square Metro Station	CQE/PD-4B	215.94	38.00
4	Gaddi Godam Metro Station	GSE/PD-12	620.76	108.00
5	Prajapati Nagar Metro Station	PJG/PD-2	1252.86	216.00

B. Net-Worth on close of financial year immediately preceding the Bid Due Date–

Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Net-worth at the close of preceding financial year (Rupees In Lakhs)
1	Khapri Metro Station	KHP/PD-04	195.68	43.00
2	Airport Metro Station	NAO/PD-06	423.48	93.00
3	Chhatrapati Square Metro Station	CQE/PD-4B	215.94	47.00
4	Gaddi Godam Metro Station	GSE/PD-12	620.76	135.00
5	Prajapati Nagar Metro Station	PJG/PD-2	1252.86	270.00

Bidders submitting bids for more than one built-up space shall have to fulfil the financial eligibility requirement of the 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 Eligibility Documents to be submitted along with technical bid.

The Bidders shall along with its Eligibility Proposal enclose the following:

- i. Various formats prescribed in this Bid Document.
- ii. Certified copy of financial statements such as Balance Sheet and Profit and Loss Account for last three financial years.
- iii. Financial Eligibility: certificate(s) from its Statutory Auditors / Chartered Accountant specifying the Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date. Along with Income Tax Returns for last three financial years.

3.2.3 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 Maha-Metro 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

4.1.1. 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	Area (In Sq. Mts.)
1	Khapri Metro Station	KHP/PD-04	Mezzanine Level	195.68
2	Airport Metro Station	NAO/PD-06	Concourse Level	423.48
3	Chhatrapati Square Metro Station	CQE/PD-4B	Concourse Level - 2 (E)	215.94
4	Gaddi Godam Metro Station	GSE/PD-12	First Floor	620.76
5	Prajapati Nagar Metro Station	PJG/PD-2	PD-2 Level (Station Box)	1252.86

4.1.2. The proposed built-up space in this bid, shall be provided to successful bidder/s on license basis for a period of 15 Years. The scope of Licensee shall include refurbishing/finishing of the licensed spaces, its operation and maintenance for a period of 15 Years.

4.1.3. The offered space/s as referred above will be provided on “as is where is basis” and Maha-Metro shall provide:

- 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 respective metro station. The usage of parking shall be subject to availability and payment of applicable parking charges as decided by Maha-Metro/nominated agency from time to time.

***Note:**

In the event if any major structural changes are proposed by the Licensee in the respective Property Business Space, subject to its technical feasibility and approval from Competent Authority of Maha-Metro, the said structural changes shall be executed by Maha-Metro on deposit basis. The charges for execution of the said work shall be deposited by the Licensee to Maha-Metro in advance.*

4.1.4. It shall be responsibility of the successful bidder/s to refurbish/finish the entire offered space for commercial utilization at their own cost and as per the approval of Maha-Metro.

4.1.5. The space(s) can be used for any activity except for activities mentioned in list of banned usages/ including illegal & immoral activities / negative list placed at Annexure-2. Maha-Metro has full right to ensure strictly that there is no violation in this regard.

4.1.6. 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 refurbishing 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.

- 4.1.7. 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.
- 4.1.8. 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.
- 4.1.9. 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.
- 4.1.10. 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.
- 4.1.11. Operate, manage and maintain the entire offered space with adequately trained and experienced team for responsibilities as defined in this tender document.
- 4.1.12. 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.
- 4.1.13. The licensee shall not be allowed to monetize the License area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts/etc.
- 4.1.14. 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.
- 4.1.15. The Licensee shall be responsible to keep the license space and surrounding area neat and clean.
- 4.1.16. Comply with all statutory requirements in connection with this tender document.
- 4.1.17. Ensure regular and timely payments of all amounts due to MAHA-METRO and discharge all obligations as per provisions of this tender document.
- 4.1.18. 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

- 4.2.1. 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 days of signing of the License Agreement.

- 4.2.2. In case the successful bidder fails to take-over the possession of the property business space within the date stipulated by Maha-Metro, the license period shall be deemed to have commenced from the date of signing of license agreement, irrespective of the date of actual handing over of the property business space.
- 4.2.3. 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.
- 4.2.4. Areas indicated above are approximate. Actual area (built-up 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.
- 4.2.5. 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.
- 4.2.6. 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.
- 4.2.7. 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.
- 4.2.8. As evident from the delineated plans, these areas mentioned in above table, apart from built-up 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 License Agreement inviting action as applicable for breach of the same.
- 4.2.9. *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.*
- 4.2.10. For detailed terms & conditions, kindly refer Draft License Agreement annexed at Volume – II.

4.3. Execution of License Agreement

- 4.3.1. 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.

- 4.4.1. Licensee shall be required to execute all works as required for the commercial use in the Licensed Space(s) without damaging any loads bearing structure and any services / utility etc. The works to be executed by Licensee shall include but shall not be limited to the following:
- b. 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.
 - c. 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.*

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

- 4.5.1. Licensing rights of said tendered bare space shall be for a period of fifteen (15) years unless otherwise terminated by Maha-Metro or surrendered by the successful bidder, in term of provisions of License Agreement.
- 4.5.2. The tenure of License Agreement shall commence from the date of handing over of space.
- 4.5.3. 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.
- 4.5.4. There shall be a lock in period of five (5) years from the date of commencement of agreement/ handing over of licensed space.
- 4.5.5. 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 five (5) years. The exit clause shall be as per provisions Draft License Agreement annexed as Volume - II.
- 4.5.6. The tenure shall be inclusive of fitment period as applicable for the tendered space.
- 4.5.7. For detailed terms & conditions, kindly refer Draft License Agreement attached as Volume - II.

4.6. Payment to Maha-Metro.

- 4.6.1. In lieu of the rights transferred to the Lessee for the subject Site, the Lessee shall make following payment to Maha-Metro in manner given below:

License Fees as below:

The License Fees as quoted in the financial bid shall be paid on Annual Basis, during the entire License tenure. The Annual License fee as applicable for the base year shall be computed as follows:

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

- 4.6.2. The License fee shall be charged as per the financial proposal submitted by the bidder and shall be paid to Maha-Metro in advance on half yearly basis.
- 4.6.3. The charging of Annual license fee shall commence immediately after the end of moratorium period as applicable for the respective property business space and shall be charged until the termination/completion of agreement/Contract.
- 4.6.4. The payment of License Fees applicable for the first year (prorate basis) shall be made within 30 days of issuance of LOA by the Maha-Metro. Thereafter, the License Fees shall be computed for Twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. The aforesaid License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.
- 4.6.5. The license fee shall be paid in advance, as illustrated below:

The Billing period	1 st April – 30 th September	1 st October – 31 st March
Period for the issue of Demand Note	16 th February to 15 th March	16 th August to 15 th September
Last Date of payment of Dues to Maha-Metro	31 th March	30 th September

- 4.6.6. In the event if the license tenure at the start and end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.
- 4.6.7. The license fee shall be escalated by 10% every year on compounding basis.
- 4.6.8. 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.

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

$$\begin{array}{l} \text{License Fees} \\ \text{for Utility} \\ \text{Area} \end{array} = \begin{array}{l} \text{50\% of Prevailing License} \\ \text{Fee per Sqft. per month,} \\ \text{computed after} \\ \text{considering applicable} \\ \text{escalation} \end{array} * \begin{array}{l} \text{Actual Utility area} \\ \text{being handed over to} \\ \text{Licensee for} \\ \text{installation of utilities.} \end{array} * \begin{array}{l} \text{06} \\ \text{months} \end{array}$$

- 4.6.10. 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.
- 4.6.11. The Licensee shall also be required to pay Common Area Maintenance Fees for the respective property Business space allotted to him. A half-yearly Common area Maintenance Charges of Rs 360/- per sqm + GST/taxes as applicable, of actual area licensed shall be payable to Maha-Metro along with the advance license fee. For consequent license tenure, the common area maintenance fees shall be in accordance with the timely revision made by Maha-Metro in this regard.
- 4.6.12. The charging of Common Area Maintenance Fees shall commence immediately after the end of moratorium period as applicable for the respective property business space and shall be charged until the termination/completion of agreement/Contract.
- 4.6.13. **Facilitation Charges:**

A non-refundable, facilitation charges (inclusive of GST) during fitment period, to be levied as per table below, per shop / location per station as applicable would also be paid to Maha-Metro.

Sr. No.	Area of the PD/PB space (in Sq. Feet)	Fix charges in fitment period (Rs. / month)
1	Up-to 1000	3,000.00
2	1001 to 5000	6,000.00
3	5001 to 10000	12,000.00
4	More than 10000	15,000.00

- 4.6.14. The water meter / sub-meter shall be installed at the licensee's premises for calculating the consumption of water. The charges for the water shall be recovered from licensee on actual consumption basis, as per applicable commercial rates charged by the respective authorities.

4.6.15. **Fixed Rental Charges:**

The licensee will have to pay fixed rental charges as per approved rate as per Maha-Metro's policy. The bidder/licensee will have to declare the load required for the property business space at the time of possession of business space (**Annexure-A**). Depending on the load the fixed rental charges will be levied by Maha-Metro, which will be revised yearly during license period. Licensee shall have to maintain its power demand within the declared load. However, the licensee if request for additional power load the Maha-Metro will provide the same with the fixed charges applicable for increased load. Licensee will have to apply the same one month in advance.

Sr. No	Establishments	Monthly fixed rental Charges (Rs. / kW / month)					
		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
1	Normal Shop#	4000	3900	3970	4010	3330	3210
2	Cold Storage only*	4900	4770	4860	4900	4050	3900

- 4.6.16. 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 License Fee and maintenance fee shall be counted from the commencement date.
- 4.6.17. Along with License Fee, Licensee shall also pay all other statutory taxes, Statutory dues / liabilities, local levies, third party dues (i.e. electricity, water consumption charges etc.), damage/ penal charges, pending arrears, etc. as applicable from time to time shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the respective Government agencies.
- 4.6.18. In case of default in payment of any amount due, the Licensee shall have to pay the same along with interest within 90 days of due date failing which Performance Security and/or Security Deposit shall be forfeited and the license shall be liable for termination, and licensee will be blacklisted for the period of three years for participating in the tenders of Maha-Metro.
- 4.6.19. Any delay in payments of Licensee Fees shall attract interest @ 15% per annum, on the amount outstanding (calculated on a per day basis for a maximum period of 90 days), till the time the respective payments have been received by Maha-Metro.
- 4.6.20. The licensee shall preferably make the payment of the license fee to Maha-metro, as mentioned above, by electronic mode i.e. RTGS/NEFT/IMPS/Online Transfer after taking prior approval of Maha-Metro & complying with the laid down procedure.
- 4.6.21. In the event of default of Licensee in making payments of License fees, maintenance charges (as applicable), fixed rental charges, 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 staircase / 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.
- 4.6.22. 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 will also be applicable.

4.7. Fitment period

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

- 4.7.2. 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 15 Years from the date of handover of property business space, irrespective of extension of fitment period by Maha-Metro.

4.8. Moratorium Period

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

- 4.9.1. The Licensee shall be entitled to sub-license the licensed space to any person or entity (the “Sub-Licensee”), with the prior written approval of Maha-Metro. However, for any such sub-license the following guiding principles shall be scrupulously observed.
- a. The Sub-licensing application will be considered for further evaluation only if it is submitted in required format and is submitted along with one-time nominal processing fees of Rs. 1000/- plus applicable GST.
 - b. Sub-licensing by a Sub-Licensee shall not be permitted under any circumstances.
 - c. The Sub-license shall be co-terminus with the period of the license agreement. The sub-license shall however be for the use of the License Space(s), during the subsistence of the License Period only with a clear stipulation that all such sublicenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever.
 - d. All contracts, agreements or arrangements with Sub-Licensee shall specifically stipulate this covenant of termination of the rights of the Sub-Licensees, and further that such Sub-Licensee shall not have any claim or seek any compensation from Maha- Metro for such termination.
 - e. The successful bidder (Licensee) shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Bare Space based on terms and condition of License Agreement between Maha-Metro and successful bidder.
 - f. The list of terms to be included in the Sub-Lease Agreement are at “Annexure 5: Terms and Conditions to be included in the Sub-License Agreement”, as per
 - g. The format of standard Sub-License Agreement shall be approved by Maha-Metro before execution of any sub-license to third party.

- h. In case of any deviation from the above-mentioned standard draft sub-license agreements, the successful bidder shall obtain the prior written consent and approval of Maha-Metro before entering into an agreement with a sub-licensee. Maha-Metro reserves the sole right not to give consent/approval to such a request and no compensation or claim on this account shall be entertained.
- i. The agreement executed between Maha-Metro and the Successful Bidder shall form part of the sub-lease agreement.
- j. At any point of time, the Licensee shall not enter or cause any of its Sub-Licensees to enter into any sub-license agreement with any person or entity for transfer of its rights which would adversely affect the interests of Maha-Metro or is not available to the Licensee in the first place. Any such act of the Licensee or Sub-Licensee(s) shall render the license Agreement liable for termination at the sole cost and expense of the Licensee.

4.10. Property Tax and Registration of License Agreement

- 4.10.1. The Property Tax proportionate to the property business space shall be paid by Maha-Metro and shall be recovered from Licensee.
- 4.10.2. Payment of stamp duty for execution & registration charges in pursuance of the license agreement shall be solely borne by successful bidder.

4.11. Infrastructure Services

- 4.11.1. 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).
- 4.11.2. The Internal distribution of electric power, air conditioning systems, firefighting sprinklers, fire detection, advisable fire alarm panel etc. as per the norms required for the Licensed Space(s) shall be provided by the Licensee at his own cost.
- 4.11.3. 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.
- 4.11.4. The licensee shall follow the Guidelines of National Building Code, codal provisions of relevant Indian standard Codes and "General Fitout Guidelines", if any, issued by Maha-Metro and comply with the same and its further amendments as issued from time to time.
- 4.11.5. 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.

It shall be mandatory for the licensee to submit the notarised undertaking on Rs. 100/- stamp paper before start of any work/s inside the Licensed Area, stating that:

1. The material used in the premises will be non-combustible and shall be as per the Guidelines of National Building Code, and as per relevant Indian standard Codes.
2. Will be providing / installing all the mandatory fire frightening arrangement inside the licenced 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 property business spaces. 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.

4.11.6. The Maha-Metro officials of Property Development Department, Civil Department, Electrical Department and MEP (Firefighting) 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.

4.11.7. Electricity, Installation of DG sets, Air Conditioning:

- i. The licensee will have to pay fixed rental charges as per Maha-Metro Electricity policy. The bidder / licensee will have to declare the load required for the property business space at the time of possession of Business space. Depending on the load the fixed electricity charges will be levied by Maha-Metro, which will be revised yearly during license period. Licensee shall have to maintain its power demand within the declared load. However, the licensee if request for additional power load the Maha-Metro will provide the same with the fixed charges applicable for increased load. Licensee will have to apply the same one month in advance.
- ii. Maha-Metro will provide one point electric connection outside or near the Licensed Area, from where the Licensee will take the tap off & make further arrangement inside licensed areas for electrification.
- 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 form 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 conservation.
- 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.

4.11.8. 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 firefighting.

- 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 License 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.
- v. Necessary approval from Chief fire officer will be taken by licensee.

4.11.9. 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 pipelines 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.

4.11.10. Civil Utilities:

Public toilets are available at Khapri Metro Station, Airport Metro Station, Chhatrapati Square Metro Station, Gaddigodam Square Metro Station, and Prajapati 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.

4.11.11. 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.

4.11.12. Security and other services:

MAHA-METRO shall provide reasonable security services in Khapri Metro Station, Airport Metro Station, Chhatrapati Square Metro Station, Gaddigodam Square Metro Station, and Prajapati Nagar Metro Station 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.

4.11.13. Space for chiller plant:

- E&M equipment's, lifts, escalators, chiller plant, HVAC system, firefighting 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.

4.11.14. 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.

4.11.15. 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. Signage's and Advertisements

4.12.1. The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option,

however it shall need to confirm to all 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.

- 4.12.2. Space for 1 common totem pole shall be provided by the MAHA-METRO without any additional License 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.
- 4.12.3. 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).
- 4.12.4. 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.
- 4.12.5. 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 License fee paid in its favour.
- 4.12.6. 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

- 4.13.1. If in event of, delay in handing over of premises by Maha-Metro, either Commencement Date or Moratorium Period or License 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.
- 4.13.2. 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.
- 4.13.3. 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 License Agreement or alter the character thereof or entitle the Licensee to any damages or compensation.

- 4.13.4. 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 License 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 License Period whatsoever.

4.14. Other Conditions

- 4.14.1. If during the License 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.
- 4.14.2. 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 License period.
- 4.14.3. 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.
- 4.14.4. The Licensee shall not employ any person who is under the age of 18 years.
- 4.14.5. 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.
- 4.14.6. 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 Maha-Metro shall issue a notice of compliance. If the Licensee fails to comply with three such notice and continue such infringement, the Maha-Metro 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 Maha-Metro. In the event if penalty is imposed on Licensee for 3 times during the entire License tenure, then the agreement shall be liable for 8, subject to decision of Maha-Metro.
- 4.14.7. 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.

4.15. First Right of Refusal

- 4.15.1. The Licensee shall have "First Right of Refusal" at the end of license tenure, provided no default is made in the payments of License fees to Maha-Metro and the Licensee participates in the tender invited then and agrees to match the highest bid received.

5. PRE-BID CONFERENCE

- 5.1. 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.
- 5.2. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Maha-Metro. Maha-Metro 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.
- 5.3. Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.
- 5.4. Maha-Metro, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.
- 5.5. The replies to queries shall be uploaded on website '<https://mahametrorail.etenders.in>.' of Maha-Metro as per the Schedule of Bidding Process along with amendments, if any.

6. INSTRUCTIONS TO BIDDERS

A. GENERAL

6.1. General terms of Bidding

- a. Scope of Bid – At the Bid Stage, Maha-Metro wishes to receive Bids comprising the following:
 - Eligibility Proposal from Bidders, in order to shortlist experienced and capable Bidders; and
 - Financial Bid comprising the License Fees per Sq. Mt. per month, to be paid to Maha-Metro for the built-up space(s), 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 the respective 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 VII attached to this Bid Document and Financial Proposal of the Bid should be furnished only in the format at BID FORM – VIII: Format for Financial Bid 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 of the License Fees per Sq. Mt. per month, to be paid to Maha-Metro, for licensing of the property business space in accordance with the Bidding Documents and the License Agreement.
- 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 the “BID FORM – VIII: 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 Maha-Metro are required to be submitted by the Bid Due Date.
- l. The Bidding Documents including this Bid Document and all attached documents, provided by Maha-Metro are and shall remain the property of Maha-Metro 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 Maha-Metro 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 property business space(s) 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.

6.2. 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. Maha-Metro will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

6.3. Site visit and verification of information

6.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the property business space(s) 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. Maha-Metro 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.

6.3.2. **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 property business space(s) 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 the operation and maintenance of the property business space(s);
 - received all relevant information requested from Maha-Metro;
 - accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Maha-Metro 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 the property business space(s) 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 Maha-Metro, 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.
- 6.3.3. Maha-Metro 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 Maha-Metro as their verification is the responsibility of the Bidder.

6.4. Verification and Disqualification

- 6.4.1. Notwithstanding anything contained in this Bid Document, Maha-Metro 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 Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.
- 6.4.2. Maha-Metro 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 Maha-Metro, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Maha-Metro shall not relieve the Bidder of its obligations or liabilities

hereunder nor will it affect any rights of Maha-Metro there under. Notwithstanding anything to the contrary contained in the Bid Document, Maha-Metro 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, Maha-Metro'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.

- 6.4.3. Maha-Metro reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by Maha-Metro, the supplemental information sought by Maha-Metro for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder.
- 6.4.4. 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 Maha-Metro 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, Maha-Metro 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 Maha-Metro under the Bidding Documents and/or the License Agreement, or under Applicable Law, or otherwise.
- 6.4.5. Maha-Metro reserves the right to amalgamate/sub-divide the available Property Business Space(s).

B. RFP DOCUMENTS

6.5. Contents of the Bid Document

- 6.5.1. 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 the Bidder
BID FORM - IV: Power of Attorney for signing of Bid
BID FORM – V: Affidavit (Duly Notarized)
BID FORM - VI: Undertaking for Downloaded Tender Document
BID FORM – VII: Format for Checklist
BID FORM – VIII: Format for Financial Bid

ANNEXURES

Annexure – 1 Details of Built-up Space offered for
Annexure – 2: Usage of the Property Business Space
Annexure – 3: Site Plan
Annexure: 4 – Tool Kit for using E-Tender

VOLUME II

EXHIBIT I- Draft License Agreement

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

6.6. Clarifications

- 6.6.1. Bidders requiring any clarification on the Bid Document may notify Maha-Metro 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. Maha-Metro shall endeavour to respond to the queries Maha-Metro will upload all the queries and its responses thereto on the official website of Maha-Metro i.e. <https://mahametrorail.etenders.in> as per the Schedule of Bidding Process, along with the Addendum, if any.
- 6.6.2. Maha-Metro may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Maha-Metro shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Maha-Metro or its employees or representatives shall not in any way or any manner be binding on Maha-Metro.

6.7. Amendment of Bid Document

- 6.7.1. At any time prior to the Bid Due Date, Maha-Metro 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.
- 6.7.2. Any Addendum issued hereunder will be uploaded on the web-site of Maha-Metro 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 Maha-Metro 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

6.8. Format and Signing of Bid

- 6.8.1. Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.
- 6.8.2. 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 Maha-Metro, on or prior to the Bid Due Date and also as mentioned in the Bid Notice. Maha-Metro 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.
- 6.8.3. 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 authorized signatory of Bidder. The Bid shall be page numbered.

6.9. Submission of online bid.

- 6.9.1. The bid is to be submitted electronically through e-tender portal <https://mahatenders.gov.in>.
- The Bid shall be uploaded under two heads – Technical Bid and Financial Bid.
 - 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.
 - The Bidder shall submit the Financial Bid in the Financial/ Commercial Bid option available online.
 - The contents of Technical Bid and Financial Bid shall be as mentioned in Clause 5.11 below.
 - No information pertaining to "Financial Bid" shall be uploaded or disclosed anywhere in "Technical Bid" Technical Section/ Technical Envelope of E-Tender Portal. If the financial bid is submitted in the "Technical" Section of the online e-tendering portal, the bids shall be summarily rejected.
 - Bids submitted by hard copy, fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.

- g. If the bidder has completed the submission process of his bid before due date & time of submission and in the meantime, Maha-Metro issue a corrigendum, in these circumstances the bidder has to re-submit his bid. 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.

6.10. Contents in BID

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

- i. The scanned copy of Demand Drafts for Document Fee & Bid Security
- ii. The duly filled Checklist as per the format at Bid Form-VII;
- iii. Duly filled, signed and sealed Bid forms (Bid Form I to Bid Form VII)
- iv. 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
- v. Bidder’s duly audited financial statements such as 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).
- vi. 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 – VIII: Format for Financial Bid.
- vii. The envelope containing the original Demand Drafts for Document Fee & Bid Security, original PoA’s and Bank Guarantees which are required to be submitted in physical, shall be addressed to:

Designation: **General Manager (TP/Proc. PD), MAHA-METRO**

Project: Nagpur Metro Rail Project

Address: Metro Bhavan, VIP Road, Near Dikshabhoomi, Nagpur-440010.

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

Designation: **General Manager (Property Development), MAHA-METRO**

Project: Nagpur Metro Rail Project

Address: Metro Bhavan, VIP Road, Near Dikshabhoomi, Nagpur-440010.

6.11. E-Tender Submission

A. Technical Package:

- 6.11.1. The Technical Package shall be submitted in “**Technical Section**” on E-Tender Portal of MAHA-METRO.
- 6.11.2. The Bidder shall submit/ upload (through digital signature on e-tender portal of MAHA-METRO) in the “**Technical Package**” / “**Technical Section**”.
- 6.11.3. 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.

- 6.11.4. 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 such case the bidder has to re-work his bid for 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-work it prior to final date & time of submission of bid.
- 6.11.5. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- 6.11.6. 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.
- 6.11.7. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Section / Technical Envelop of E-Tender Portal.
- 6.11.8. Each entity of Technical Section / Technical Envelope have a capacity to upload a document of 20 MB.
- 6.11.9. If any enclosures is more than 20 MB, it may be split by bidder to the size of 20 MB or less & proceed further for up loading in Technical Section / Technical Envelope.
- 6.11.10. 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.
- 6.11.11. No information pertaining to "Financial Bid" shall be uploaded or disclosed anywhere in "Technical Bid" Technical Section/ Technical Envelope of E-Tender Portal.
- 6.11.12. All uploaded 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**
- 6.11.13. The Financial Package to be **submitted in "Financial Section"** on E-Tender Portal of MAHA-METRO.
- 6.11.14. The Financial bid / Price bid shall be filled online 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 uploaded on Financial Envelope / Financial Section of E-Tender Portal of MAHA-METRO.
- 6.11.15. Bids submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 6.11.16. 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.
- 6.11.17. The Documents such as original Power of Attorney for signing the Bid, Demand Drafts and Bank Guarantees, shall be submitted in physical on or before Bid Due Date.

6.12. Bid Due Date

- 6.12.1. The Bidders are advised to submit their Bids to Maha-Metro well before the time and Bid Due Date specified above through the online e-tendering portal <https://mahamtenders.gov.in>.

- 6.12.2. Maha-Metro 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, Maha-Metro may in its sole discretion, extend the Bid Due Date uniformly for all Bidders, in accordance with the provisions of the Bid Document.
- 6.12.3. Bidders shall submit their Bids in through website- <https://mahamtenders.gov.in>. on or before the Bid Due Date and time given in the Schedule of Bidding Process.
- 6.12.4. 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 Maha-Metro and communicated to all qualified Bidders online. The Financial Bids of Bidders who's Technical Proposals do not meet the Technical and Financial Capacity requirements as per this Bid Document shall not be eligible for consideration.

6.13. Modifications/ Substitution/ Withdrawal of Bids

- 6.13.1. 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.
- 6.13.2. Withdraw of already uploaded & submitted bid is possible before bid due date. However, bid once withdrawn, cannot be resubmitted.
- 6.13.3. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date & time.
- 6.13.4. 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 property business space(s).

6.14. Rejection of Bids

- 6.14.1. Notwithstanding anything contained in this Bid Document, Maha-Metro 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 Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 6.14.2. Maha-Metro 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.

6.15. Validity of Bids

- 6.15.1. 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 Maha-Metro.

6.16. Confidentiality

6.16.1. 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 Maha-Metro in relation to, or matters arising out of, or concerning the Bidding Process. Maha-Metro 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. Maha-Metro 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 Maha-Metro or as may be required by law or in connection with any legal process.

6.17. Correspondence with the Bidder

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

D. BID SECURITY

6.18. Bid Security

6.18.1. The Bidder shall furnish as part of its Bid, a Bid Security, in favour of Maha-Metro, equivalent to amount as stated below:

Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Bid Security (in Lakhs)
1	Khapri Metro Station	KHP/PD-04	195.68	3.50
2	Airport Metro Station	NAO/PD-06	423.48	7.50
3	Chhatrapati Square Metro Station	CQE/PD-4B	215.94	3.80
4	Gaddi Godam Metro Station	GSE/PD-12	620.76	10.90
5	Prajapati Nagar Metro Station	PJG/PD-2	1252.86	21.70

which shall be paid online on e-tender portal <https://mahatenders.gov.in>

6.18.2. Bidders submitting bids for more than one built-up space shall be required to submit bid security/EMD for each built-up space separately for which bid is submitted. Bid Security shall be paid through Demand Draft drawn on Scheduled Commercial Bank in favour of "Maharashtra Metro Rail Corporation Ltd." payable at Nagpur. Scanned copy of the Demand Draft(s) to be uploaded in the Technical Section of e-tender portal i.e., <https://mahatenders.gov.in> and the original Demand Draft(s) to be submitted on or before the date of opening of Tender.

6.18.3. Maha-Metro 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.

6.18.4. Any Bid not accompanied by the Bid Security shall be summarily rejected by Maha-Metro as non-responsive.

- 6.18.5. Where Bid Security has been paid, the refund thereof shall be in the form of an NEFT/RTGS/Online Transfer /Cheque in favour of the unsuccessful Bidders.
- 6.18.6. 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://mahatenders.gov.in>. no later than **60 (sixty) days** after award of contract to the successful bidder by Maha-Metro. The Bid Security of the Second Highest Bidder shall be refunded upon signing of License Agreement by the Successful Bidder.
- 6.18.7. The Bid Security of Successful Bidder shall be retained by Maha-Metro 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.
- 6.18.8. Maha-Metro 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 Maha-Metro 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.
- 6.18.9. **Forfeiture of Bid Security-** The Bid Security shall be forfeited and appropriated by Maha-Metro as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro for, inter alia, time, cost and effort of Maha-Metro without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise, under any of the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b. If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
 - c. If a Bidder imposes any condition within the Bid validity period or the extended period;
 - d. 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).
 - e. 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
 - f. In case the Selected Bidder, before signing the License Agreement, commits any breach hereof.

6.19. Security Deposit

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

Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Security Deposit (Amount In Rupees)
1	Khapri Metro Station	KHP/PD-04	195.68	Amount equivalent to 1 st Year's Annual License Fees for respective Property Business Space.
2	Airport Metro Station	NAO/PD-06	423.48	
3	Chhatrapati Square Metro Station	CQE/PD-4B	215.94	
4	Gaddi Godam Metro Station	GSE/PD-12	620.76	
5	Prajapati Nagar Metro Station	PJG/PD-2	1252.86	

- i. Security Deposit shall be submitted in the form of Cash/Demand Draft/Account Payee Cheque/NEFT/RTGS and shall be retained by Maha-Metro for the entire license period.
- ii. The Interest Free Security Deposit for the Property Business Spaces shall be equal to 100% of first year's License Fees and shall be escalated by 20% every three years, on compounding basis, for that respective property business space.

The interest free security deposit is proposed to be recovered in manner as follows -

- Up to Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer.
 - 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.
- iii. 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.
 - iv. 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

6.20. 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 ED (Procurement), Maharashtra Metro Rail Corporation Ltd., Metro Bhavan, VIP Road, Near Dikshabhoomi, Nagpur-440010, 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).
- iv. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.
- v. Maha-Metro 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 Maha-Metro. 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 Maha-Metro, its agents, successors or assigns, but shall be binding against the Bidder if the property business space(s) is subsequently awarded to it on the basis of such information.
- viii. Maha-Metro 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, Maha-Metro may, in its sole discretion, exclude the relevant information from the evaluation of the Bidder.
- x. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

6.21. Tests of responsiveness

- i. Prior to evaluation of the Eligibility Proposals, Maha-Metro 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 by the Bid Due Date including any extension thereof;

- (b) it is accompanied by the full amount of Bid Security and in specified format;
 - (c) it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
 - (d) it is received as per prescribed formats (Bid form I to VII) and all other required information as per the tender documents;
 - (e) it is signed, sealed/stamped, and marked as stipulated;
 - (f) it does not contain any condition or qualification;
- ii. Similarly, prior to evaluation of Financial Bids, Maha-Metro 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 signed, sealed and marked as stipulated; and
 - (c) it does not contain any condition or qualification.
- iii. Maha-Metro reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Maha-Metro in respect of such Bid. The decision of Maha-Metro 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, Maha-Metro 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 Maha-Metro 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, Maha-Metro 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 Maha-Metro.

6.22. Contacts during Bid Evaluation

- i. Bids shall be deemed to be under consideration immediately after they are opened and until such time Maha-Metro 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, Maha-Metro and/or their employees/representatives on matters related to the Bids under consideration.

6.23. 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, Airport Metro Station, Chhatrapati Square Metro Station, Gaddigodam Square Metro Station, and Prajapati Nagar Metro Station 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, Maha-Metro 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 evaluation of financial proposal submitted to the authority shall be assessed separately for each property business space available. The qualified Bidder whose Financial Bid is adjudged as responsive in terms of the Bid Document and who quotes the Highest License Fees per Sqm per month, offered to Maha-Metro, shall be declared as the Highest Bidder (the “Highest Bidder”) for the respective property business space and who shall then be declared as the Selected Bidder for that business space.
- vii. In case the Highest Bidder becomes Selected Bidder and fails to fulfil the requirements of Maha-Metro or execute the License Agreement or in case Selected Bidder withdraws or is disqualified for any reason, Maha-Metro may, in its discretion, annul the Bidding Process.
- viii. In the event that two or more Bidders quote the same License Fees per Sqm Per Month (the “Tie Bidders”), the bidder having highest average Annual Turnover during last three financial years shall be termed as Selected Bidder. Maha-Metro 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”), Maha-Metro 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 shall be the Highest Bidder for respective space. However, Maha-Metro shall compare the offer of ‘highest License Fees per sqm per month’ received from the Highest Bidder with Maha-Metro’s Last accepted rates/ Estimated benchmark rates. If the rates received are equal to or more than the Last accepted rates/ Estimated benchmark rates, then the Highest Bidder shall be declared as Selected Bidder. In case the rates received are less than the Last accepted rates/ Estimated benchmark rates, then Maha-Metro may, in its discretion, reject the offer of ‘highest License Fees per sqm per month’ received from the Highest Bidder. The second highest Bidder 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 second highest bidder may be invited to match the Bid submitted by the Highest Bidder.
- xi. In the event if second highest bidder do not match the Bid of the highest bidder, Maha-Metro shall annul the Bidding Process.

6.24. Communication of Award

- (a) After the selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by Maha-Metro to the Selected Bidder. Within 10 (ten) days of the receipt of LOA, the Selected Bidder shall sign and return to Maha-Metro 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, Maha-Metro 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 Maha-Metro on account of failure of the Selected Bidder to acknowledge the LOA.
- (c) The LOA will constitute the contract between the Selected Bidder and Maha-Metro 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 Maha-Metro and conditions precedent, if any, has been fulfilled by Selected Bidder / Licensee.

6.25. Execution of License Agreement

- (a) The Selected Bidder shall be required to appear in person at the office of Maha-Metro or concerned Officer In Charge for the property business space(s), 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 Maha-Metro after fulfilling following conditions -
 - i. Acknowledgement of Letter of Award issued by Maha-Metro, within 10 (ten) days of its receipt by signing and returning its duplicate copy to Maha-Metro;
 - ii. Payment of License Fees for the first year (prorate basis) within 30 days of issuance of LOA.
 - iii. Payment of Interest Free Security Deposit within 30 days of issuance of LOA.
 - iv. Payment of appropriate Stamp duty as applicable for of signing of License Agreement.
 - v. 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 Maha-Metro 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, Maha-Metro may extend the period specified above, for a maximum period cumulatively not exceeding 90 (ninety) days from the LOA.
- (e) In case the Successful Bidder fails to comply terms of LoA as per scheduled dates, same shall attract interest on outstanding amount as detailed below: -

- o Up to 30 days – 1.00 % Flat
- o Between 31st to 45th day – 1.75 % Flat
- o Between 46th to 60th day – 2.50 % Flat

The interest shall be paid separately by the Successful Bidder to Maha-Metro. Unable to pay the applicable interest shall make the LoA liable for cancellation.

- (f) 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.
- (g) In the event the Selected Bidder refuses to execute the License Agreement as hereinabove provided, Maha-Metro 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 Maha-Metro 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.
- (h) Schedule of Various Stages: The Selected Bidder shall have to follow the following timelines:

Stage of Activities		Time Period
Issuance of Letter of Award form Maha-Metro		Within 15 days of acceptance of proposal from the authority.
Issuance of Letter of Acceptance by the Successful Bidder		Within 10 (ten) days of receipt of Letter of Award or within 15 (fifteen) days of issuance of Letter of Award, whichever is earlier.
Deposition of Interest Free Security Deposit to MAHA-METRO		Amount equivalent to 1 st Year License Fees, to be submitted within 30 days from acceptance of Letter of Award by the Successful Bidder
Payment of Half-Yearly License Fee for 1 st year (pro-rata basis after deduction of moratorium period)		Within 30 days of issuance of LOA by the Maha-Metro.
Signing of Licence Agreement		Within 10 days of fulfilment of conditions precedent for signing of license agreement.
Licensing space(s) to be handed over to Successful 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/notice for taking over possession of licensed space(s), whichever is earlier.
Commencement of License Period		Immediately upon completion of moratorium period.
Registration of Agreement	The registration of License/lease agreements should be done within 30 days of signing of agreement, the Successful Bidder/ lessee (registration fees, stamp duty etc to be fully borne by the Successful Bidder/lessee) and the duly registered documents to be submitted to Maha-Metro for records. Any amendment in the contract agreement, if required to be registered, shall also be registered	

	<p>within 30 days from the date of amendment and duly registered documents shall be submitted to Maha-Metro for record.</p> <p>In case the registration of the license/lease agreement /amendment is not done within the 30 days of signing of license/lease agreement/ amendment, it shall be treated as “Material Breach of Contract. The Successful Bidder will be given 30 days’ time to cure the defaults In case Successful Bidder fail to remedy the default to the satisfaction of the Maha-Metro within the cure period, Maha-Metro may terminate the License agreement after expiry of cure period duly forfeiting the security deposit/ any other amount paid by Successful Bidder.</p>
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7. 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, Maha-Metro 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, Maha-Metro 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 Maha-Metro towards, inter alia, time, cost and effort of Maha-Metro, without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise.
- 6.2 Without prejudice to the rights of Maha-Metro under Clause 6.1 hereinabove and the rights and remedies which Maha-Metro may have under the LOA or the License Agreement or otherwise, if a Bidder or Licensee, as the case may be, is found by Maha-Metro 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 Maha-Metro during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by Maha-Metro 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 7, 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 Maha-Metro 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 Maha-Metro, 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 property business space(s) or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of Maha-Metro in relation to any matter concerning the property business space(s);

- (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 Maha-Metro 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.

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 Maha-Metro, 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 Maha-Metro 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 Maha-Metro, 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 Maha-Metro on or before the date specified by Maha-Metro 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,

**General Manager (Town Planning),
Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
Metro Bhavan, VIP Road, Near Dikshabhoomi,
Nagpur-440010.**

Sub: Bid for "Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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 Khapri Metro Station, Airport Metro Station, Chhatrapati Square Metro Station, Gaddigodam Square Metro Station, and Prajapati 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 (In Sq. Mts.)	Bid Security (Amount In Lakhs)	Bid Submitted For (Tick Mark the space for which bid is being submitted)
1	Khapri Metro Station	KHP/PD-04	195.68	3.50	
2	Airport Metro Station	NAO/PD-06	423.48	7.50	
3	Chhatrapati Square Metro Station	CQE/PD-4B	215.94	3.80	
4	Gaddi Godam Metro Station	GSE/PD-12	620.76	10.90	
5	Prajapati Nagar Metro Station	PJG/PD-2	1252.86	21.70	

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:-

- i. 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.
- ii. 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

4. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Mobile Number:
- (e) Landline Number:
- (f) Fax Number:
- (g) E-mail Address:

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder/Lead Member)

Customer Registration Form

ACCOUNT GROUP (IN CASE OF NEW VENDOR CREATION ONLY)	
PURCHASING ORGANISATION (NEW VENDOR CREATION)	
CUSTOMER NUMBER (IN CASE OF CHANGE ONLY)	
NAME#	
FILE	
NAME	
SEARCH TEAM%	
SEARCH TEAM	
STREET ADDRESS #	
STREET /HOUSE NO	
POSTAL CODE/CITY	
COUNTRY	
COMMUNICATION#	
TELEPHONE	
MOBILE PHONE	
FAX	
E-MAIL	
TAX INFORMATION	
VAT/ST REGISTRATION NO	
PAN NUMBER	
GST REGISTRATION NO	
MSME REGISTRATION NO	
TAN NO	
BANK DETAILS	
BANK NAME	
BRANCH ADDRESS	
COUNTRY	

BENEFICIARY ACCOUNT TYPE (SAVING/CURRENT)	
BENEFICIARY ACCOUNT NAME	
BENEFICIARY ACCOUNT NUMBER	
BRANCH MICR CODE(OPTIONAL)	
BRANCH IFSC CODE	
BANK KEY	
ALTERNATIVE PAYEE IN DOCUMENT %	
PERMITTED PAYEE, IF ANY	
ACCOUNTING INFORMATION %	
RECONCILIATION ACCOUNT	
SORT KEY	
CASH MANEGMENT GROUP	
PAYMENT DATA %	
PAYMENT TERM	
CHK CASHING TIME	
AUTOMATIC PAYMENT TRANSACTION %	
PAYMENT METHOD	
HOUSE BANK	
WITHHOULDING TAX INFORMATION %	
WITHHOULDING TAX TYPE	
W/TAX CODE	
LIABLE(Y/N)	
REC TYPE	
W/TAX ID	
Bank Details except Bank Key is required to be verified by the Bank on its letter head duly signed & stamped	
certificate to be enclosed along with the request)	
Attached documentary proof (copy of LOA, PAN CARD, GST COPY ETC)	
% To be filled in by concerned finance office	

ALL Data to be filled in CAPATIAL letters only	
Official initiating Request (HOD of executive Department)	Official approving Request (Dy HOD of concerned finance)
Signatures	Signatures
Name	Name
Designation	Designation
Mobile Number	Mobile Number
for use in corporate Finance office	
Customer no Generated in SAP (New Vendor)	
Date of Creation /Edit	
Task Performed By	
Signatures	
Name	
Designation	

BID FORM - III: Eligibility of the Bidder

Bid Document No.:

Dated:

Name of Project: Bid for "Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 Years."

A. For Bidder's fulfilling the Turnover Criteria

(In Rs. Lakhs)

Name of Bidder	Turnover of Bidder		
	Year (.....)	Year (.....)	Year (.....)
Bidder			
Aggregate Turnover for last three financial years			
Average Annual Turnover			

B. For Bidder's fulfilling the Net-worth Criteria

(In Rs. Lakhs)

Name of Bidder	Net-Worth of Bidder
	As on 31 st March, 20.....
Bidder	

(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 as per "Clause 3.2.1- Qualification and Eligibility".
2. The Bidder shall attach copies of audited financial statements such as balance sheets and Profit and Loss Accounts for 3 (three) financial 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.
6. 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 on bidder's letterhead and the Statutory Auditor/Chartered Accountant shall certify the same. In such a case, the Bidder shall provide the Audited Annual Accounts (Balance Sheet and Profit and Loss Account) for 3 (three) financial years immediately preceding the year for which the Audited Annual Accounts (Balance Sheet and Profit and Loss Account) is not being provided.
7. Net Worth shall mean:

For Company/LLP = "(Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities)"

For Partnership = "Aggregate of Partner's Capital Account + Reserves – Aggregate of drawings by partners – Aggregate of advances to partners"

For Proprietorship = "Proprietor's Capital Account + Reserves – Drawings by Proprietor – Advances to Proprietor"

BID FORM - IV: Power of Attorney for signing of Bid

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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 having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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 property business space(s) 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, 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 having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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/We undertake that as on the bid due date of this tender
 - i. MAHA-METRO/MOUDD/MOUHUA/Gol/Govt. of Maharashtra have not banned business with us.
 - ii. Any Central/State Government Department/PSU/Other Government entity or local body have not banned business with us, which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce).
7. 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.

- 8. 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.
- 9. 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 this tender. The costs and risks for such disqualification shall be entirely borne by us.
- 10. 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.....,20.....

DEPONENT

BID FORM - VI: Undertaking for Downloaded Tender Document

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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 up to 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 hereby 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 Checklist**Bid Document No.:****Dated:**

Name of Project: Bid for “Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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 Maha-Metro
TECHNICAL ENVELOPE			
1	Bid Security (Demand Draft(s) Scan)		
2	Bid Document Fee (Demand Draft Scan)		
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 etc.		
2f.	Other Documents		
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: Affidavit For not being barred		
6	Bid Form VI: Undertaking for Downloaded Tender Document		
7	Bid Form-VII: Checklist		
8	Additional Documents		

NOTE:

1. All the documents should be uploaded online.

2. All pages to be numbered serially;
3. Each page of the document to be initialled in Blue ink by the Authorized Signatory.

Date

Yours faithfully,

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

BID FORM – VIII: Format for Financial Bid

Bid Document No.:

Dated:

To

The ED/Procurement
 Maharashtra Metro Rail Corporation Limited
 (Nagpur Metro Rail Project)
 Metro Bhavan, VIP Road, Near Dikshabhoomi,
 Nagpur-440010.

Subject: Financial Bid for “Licensing of Built-up spaces having area more than 100 sqm at selected metro stations of Nagpur Metro Rail Project for a period of 15 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

I/ We hereby offer to take up on license basis the commercial space/s as per table below –

Sr. No.	Station Name	Property Business Space Number (A)	Area (In Sq. Mts.) (B)	License Fee per Sq. mt. per month (C)	Annual License Fees in figures (D) (D) = (C) * (B) * 12 (In Rupees)	Proposed Usage
1	Khapri Metro Station	KHP/PD-04	195.68			
(Annual License Fees in words) (in INR)						
2	Airport Metro Station	NAO/PD-06	423.48			
(Annual License Fees in words) (in INR)						
3	Chhatrapati Square Metro Station	CQE/PD-4B	215.94			
(Annual License Fees in words) (in INR)						
4	Gaddi Godam Metro Station	GSE/PD-12	620.76			
(Annual License Fees in words) (in INR)						
5	Prajapati Nagar Metro Station	PJG/PD-2	1252.86			
(Annual License Fees in words) (in INR)						

(Note:

1. *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 Preferable Usage and Banned/Dis-allowed Usage.'*
- (a) I/We shall pay to Maha-Metro an Annual License Fees as quoted above along with applicable taxes/GST for the specified license space.
 - (b) The License Fees shall be paid on half-yearly basis for operating at the Licensed Premises for a period of fifteen (15) 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 shall be escalated by 10% after completion of every one 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 water, chiller, etc. shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality, and Fixed rental charges as per Maha-Metro policy shall be charged.
 - (f) All statutory taxes, local levies, statutory dues, **property tax (if applicable)** etc. as applicable from time to time shall be levied additionally.

I/We shall submit the interest free security deposit 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 within 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 signatory

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

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____

Note:

- *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.*

Annexures

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

Sr. No.	Station Name	Property Business Space Number	Level/Floor	Area (In Sq. Mts.)
1	Khapri Metro Station	KHP/PD-04	Mezzanine Level	195.68
2	Airport Metro Station	NAO/PD-06	Concourse Level	423.48
3	Chhatrapati Square Metro Station	CQE/PD-4B	Concourse Level - 2 (E)	215.94
4	Gaddi Godam Metro Station	GSE/PD-12	First Floor	620.76
5	Prajapati Nagar Metro Station	PJG/PD-2	PD-2 Level (Station Box)	1252.86

Note:

1. 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.
2. All built-up spaces offered on license basis are available on “as is where is basis”.
3. All built-up spaces can be utilised for any activity except the activities specified in banned list as detailed in Annexure - 2

Annexure – 2: Usage of the Property Business Space

A. List of Preferable activities

Activities allowed in the licensed premise shall be governed by the extent provisions of any activities permitted by the Maha-Metro under the administrative jurisdiction. Indicative nature of the activities and facilities that are allowed at the Licensed Space(s) are as under:

1. Shopping complex / shopping mall / shopping plaza
2. Departmental Store, Discount Store, Hypermarket
3. Restaurants, Fast Food Stalls, Kiosks, food court, hotel (only electric based re-heating will be allowed)
4. Offices, Banks, lounge.
5. Educational Institutes, coaching centre
6. Computer Training Centres, IT centres
7. Store
8. Showrooms for Consumer goods like Garments, Electronics / electrical Items, general utilities, automobiles etc.

B. List of Banned/Dis-allowed Activities list

1. Any product / Service the sale of which is unlawful /illegal or immoral or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as firecrackers, industrial explosives, chemicals etc.
3. Sale of liquor and alcohol-based drinks or beverages.
4. Slaughterhouse(s)/Butcher House
5. Sale of tobacco and tobacco products.
6. Standalone ATMs
(Permitted if it's installed as a part of operational banking premises)
7. Coal/Gas based cooking strictly prohibited.
8. Advertisement at any location and in any format.
9. Banqueting and similar activities

Annexure – 3: Site Plan

(Attached separately as PDF File - Annexure 3 Vol 01)

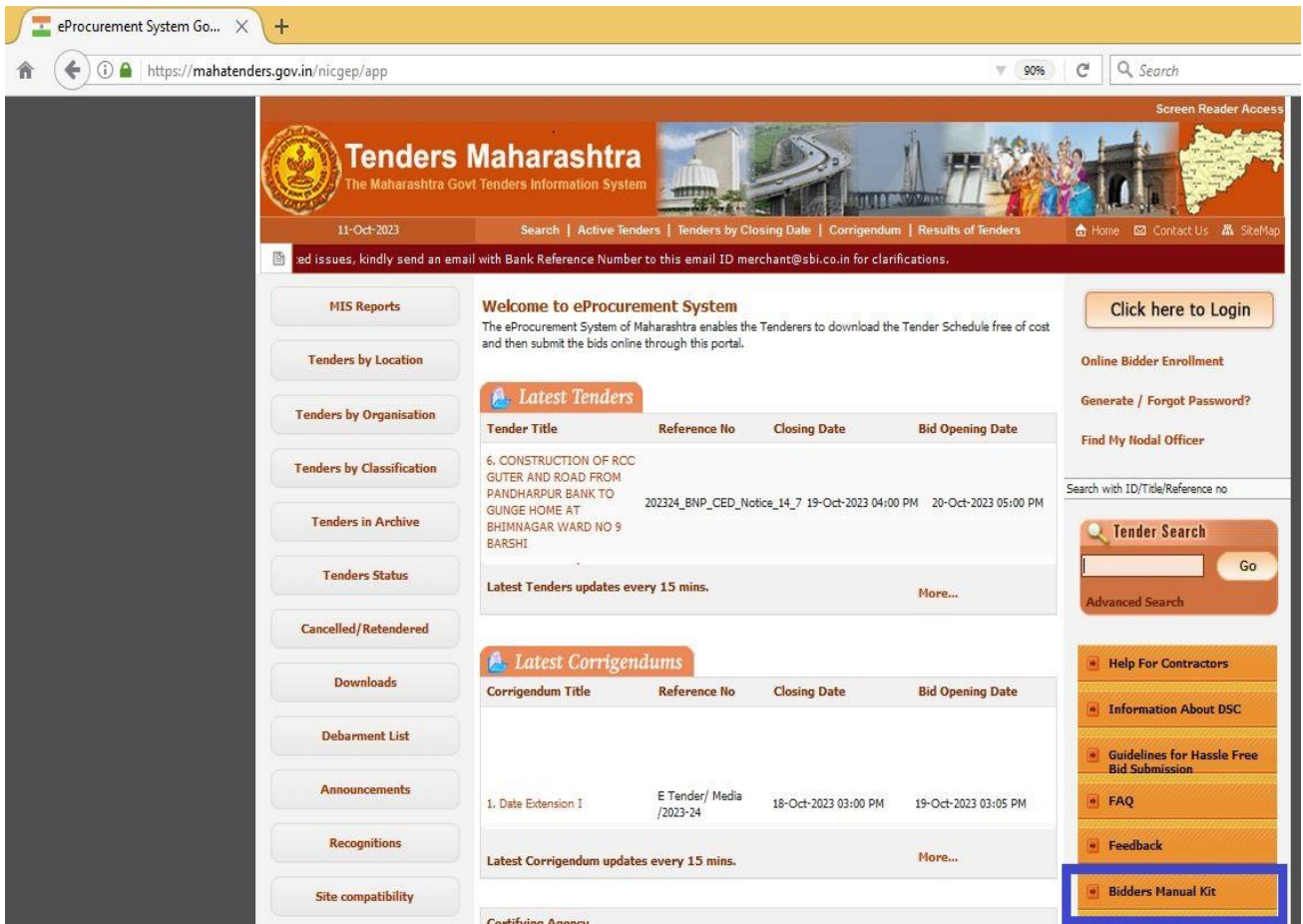
- A. Site Plan of Khapri Metro Station.**
- B. Site Plan of Airport Metro Station.**
- C. Site Plan of Chhatrapati Square Metro Station.**
- D. Site Plan of Gaddigodam Square Metro Station.**
- E. Prajapati Nagar Metro Station.**

Annexure: 4 – Tool Kit for using E-Tender

E- TENDERING PROCEDURE

Tool Kit for using E-Tender Portal of Maharashtra Government

- I. The agencies interested to participate in this bid may purchase document online and follow the procedure detailed in Maharashtra Government e-Tendering Portal.
- II. The detailed procedure can be accessed from the below highlighted tab or follow the link i.e. <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> to access the information for detailed procedure.



Annexure - 5: TERMS AND CONDITIONS TO BE INCLUDED IN THE SUB-LEASE AGREEMENT.**Terms and Conditions to be included in the Sub-License Agreement**

[Note: This Annexure enumerates the terms / clauses which the Licensee shall compulsorily include in the Sub-License Agreement to be executed with Sub-Licensee]

1. The Property business space has been given to the licensee on License basis for 15 years vide License Agreement dated ----- . The licensee has entered into License Agreement dated for “_____”. AND WHEREAS, in terms of the License Agreement dated, The Sub-Licensee accepts and agrees to observe and abide by all the terms and conditions of the License Agreement dated..... This Sub-License Agreement shall be **co-terminus** with the License Agreement dated.....
2. The Sub-Licensee shall not have any right to make any structural changes in the Sub- Licensed Area or to construct, erect, alter, or otherwise deal with the Sub-Licensed Area except to renovate carry out interior finishing works, partitions, furnishing and fitting / refurnishing to the extent necessary for its personal or business uses. The sub-Licensee undertakes not to carry out any construction work in the vacant area of the said property business premises. The sub-Licensee shall not use the premises for any other purposes except permitted by the Licensee. The sub-Licensee shall not do anything which may cause nuisance or likely to cause annoyance to other licensees, sub-Licensees, visitors, commuters, etc. The sub-Licensee shall not use the premises for any illegal or immoral purposes. The sub-Licensee undertakes to indemnify MAHA-METRO against any penal action, damages or loss, caused due to non-observance of any terms and conditions of this Agreement.
3. The Sub-Licensee has read and understood the terms of License Agreement executed between the Authority and the Licensee and has / have fully understood the rights & obligations of and restrictions imposed on the Licensee under the License Agreement.
4. The Sub-Licensee shall not have any right to further sub-License or transfer the Sub-Licensed Area (either partly or fully) to any other party. However, on written request of the Sub-Licensee, the Licensee may transfer this Sub-License to another party.
5. The rights of the Sub-Licensee shall be only that of a user for the purpose specified in this Sub-License Agreement and subject to terms and conditions as contained in the License Agreement.
6. The Sub-Licensee shall at all times during the Sub-License Term keep the Sub-Licensed Area in good and working conditions and shall not damage or allow any damage by its visitors/customers/business clients either to the Sub-Licensed Area or to the common of the said Metro Station.
7. The sub-License shall be for the use of the Property business space, during the subsistence of the Licensed Period only with a clear stipulation that all such sub-License granted shall terminate simultaneously with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Licensee shall specifically stipulate this covenant of termination of the rights of the Sub-

Licensee, and further that such Sub-Licensee shall not have any claim or seek any compensation from MAHA-METRO for such termination.

- 8.** The Sub-Licensee hereby undertakes and confirms that it shall indemnify and keep indemnified the Authority / Maha-Metro from and against all actions, demands, claims, liabilities, losses, damages, costs, expenses and other liabilities whatsoever brought against, suffered or incurred by the Licensee and/or Authority / Maha-Metro resulting from or by reason of breach, non-observance or non-performance by the Sub-Licensee of any of its obligations set out in this Sub-License Agreement.
- 9.** The Sub-Licensee hereby undertakes and confirms that it shall obtain or cause to be obtained and shall maintain throughout the Sub-License Term all regulatory approvals, clearances, permits and consents, including any and all environmental approvals, that may be required in order for the Sub-Licensee to carry on its business activities and to undertake its obligations in accordance with the terms of this Sub-License Agreement.
- 10.** The Sub-Licensee hereby undertakes and confirms that shall not do or permit to be done on the Sub-Licensed Area, any activity, which may be contrary to any Applicable Laws and Applicable Permits, and it shall in enjoyment of its rights hereunder and fulfilment of its obligations hereunder, always comply with the Applicable Laws and Applicable Permits.
- 11.** The Sub-Licensee shall have only user interest in relation to the Sub-Licensed Area and shall have no right or title to the Sub-Licensed Area. The Sub-Licensee agrees and acknowledges that it has only user interest in the Sub-Licensed Area and that the same shall be incapable of conversion into Leasehold or freehold interest.
- 12.** The Sub-Licensee agrees, confirms, and undertakes that it has no right to sub-license, sublease, assign, underlet or sub-let or part with the possession of the Sub-Licensed Area or any part thereof.
- 13.** The Licensee shall be solely responsible for the due performance of its obligations as specified in the License Agreement and this Sub-License Agreement, and Authority / Maha-Metro shall not be held liable for any claims pursuant to any loss and/or damages suffered by the Sub-Licensees or any third party on account of Licensee's performance or non-performance of its obligations pursuant to the terms of this Sub-License Agreement.

Annexure-A**JOINT LOAD MEASUREMENT REPORT**

Date of visit	
Station / Premise Name	
Name of the Shop / Shop Number	

Sr. No.	Name of the Device / equipment in the PD /PB area	No. of Units of the device / equipment (a)	Load in kW/unit (b)	Total Load in kW (a*b)
			Total Load in kW	
Note: If required please attach separate pages.				
Remark:				
Signature				
Name of the Representative				
Department	O&M	Finance / Account	Third Party User	
Approved By				
Sign				
Manager (O&M)				