

# MAHARASHTRA METRO RAIL CORPORATION LTD.

(Nagpur Metro Rail Project)

Volume: I

REQUEST FOR PROPOSAL (RFP)

FOR

“Licensing of Advertisement Rights on already installed  
Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”

TENDER NO. N1PD- 71/2023



March - 2023

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 Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over”.**

This Tender Document is an invitation by Maha-Metro to the interested Bidders for participation in the e-tendering process for selection of Licensee. This Tender Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by Maha-Metro. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Bidder(s) is on a general 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 may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions, or scope contained in this Tender Document. 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 for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.

The issuance of this Tender Document does not imply that Maha-Metro is bound to select a Selected Bidder or to appoint the Preferred/Selected Bidder as a Licensee, as the case may be, for the grant of License and Maha-Metro reserves the right to reject any or all of the Bids without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of the Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

**Maharashtra Metro Rail Corporation Limited**

 <p><b>महा मेट्रो</b> <b>NAGPUR METRO</b></p>	<p align="center"><b>E-TENDER NOTICE</b> <b>MAHARASHTRA METRO RAIL CORPORATION LTD</b> <b>(Nagpur Metro Rail Project)</b> (A joint venture of Govt. of India &amp; Govt. of Maharashtra) "Metro Bhavan", Near Dikshabhoomi, Ramdaspath, Nagpur - 440010. E-mail: <a href="mailto:md.nmrcl.tenders@gmail.com">md.nmrcl.tenders@gmail.com</a> Website: <a href="http://www.metrotrainnagpur.com">www.metrotrainnagpur.com</a> Telefax:0712-2554217</p>
<p><b>Tender Notice No.: N1PD-71/2023</b> <span style="float:right"><b>Dt.: 14-03-2023</b></span></p>	
<p><b>Name of work: "Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over."</b></p>	
<p><b>KEY DETAIL:</b></p>	
<p><b>License Period</b></p>	<p><b>02 (Two) Years from the Effective Date. The License Period shall be further extended by two (02) tenures of two (02) years each, however, the same shall be subject to extension/renewal of Permission/License by Nagpur Municipal Corporation</b></p>
<p><b>Documents on sale</b></p>	<p>Documents can be downloaded from <b>17.00 hrs. of 16-03-2023</b> to 16.00 Hrs of <b>13-04-2023</b> from Maha-Metro's e-tender Portal.</p>
<p><b>Cost of documents</b></p>	<p><b>INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only)</b> non-refundable (inclusive applicable taxes) though e-payment by Credit Card/Debit Card/Net Banking as per procedure given in e-tender portal</p>
<p><b>Pre-bid Meeting</b></p>	<p><b>23-03-2023</b> at 11.00 Hours at <b>Procurement Section, 1st Floor, Metro Bhavan, Dikshabhoomi, Ramdaspath, Nagpur - 440010.</b></p>
<p><b>Last date of submission of queries for Pre-bid.</b></p>	<p>Till 17.00 Hrs on <b>23-03-2023</b> at email: <a href="mailto:md.nmrcl.tenders@gmail.com">md.nmrcl.tenders@gmail.com</a></p>
<p><b>Tender/Bid Security</b></p>	<p>To be paid online through Net Banking/RTGS/NEFT/Credit Card/Debit Cards. <b>Refer clause 5.18 of the bid document.</b></p>
<p><b>Date &amp; Time of submission of Tender</b></p>	<p>Online submission up-till 16.00Hrs. on <b>13-04-2023</b> at Maha-Metro's e-tender portal.</p>
<p><b>Date &amp; Time of Opening of Tender</b></p>	<p>On <b>13-04-2023</b> at 16.30Hrs. or as decided by Maha-Metro at <b>"Procurement Section, 1st Floor, Metro Bhavan, Near Dikshabhoomi, Ramdaspath, Nagpur - 440010."</b></p>
<ol style="list-style-type: none"> <li>1. Sale of document, e-payment procedure, submission, and other details are available on Maha-Metro tender portal under section in e-tenders <a href="https://mahametrotrain.etenders.in">https://mahametrotrain.etenders.in</a></li> <li>2. To view this tender notice, interested Bidders may visit Maha-Metro website <a href="http://www.mahametro.org">www.mahametro.org</a> or CPP website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></li> <li>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.</li> </ol>	

**SD/-**  
**Executive Director/Procurement,**  
**Maha-Metro, (Nagpur Metro)**

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## 1. INTRODUCTION

### 1.1. Brief Background

1.1.1. The MAHARASHTRA METRO RAIL CORPORATION LTD. (hereinafter referred to as “**Maha-Metro**”), 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 17<sup>th</sup> 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, 38 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 18 stations
- East-West Corridor with Rail length approx. 18.557 Kms with 20 stations.

1.1.2. Maha-Metro has with a view to earn more non-fare box revenue, invites tender from reputed advertisement agencies to whom the Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over will be licensed for a period of 02 years from the Effective Date.

The License Period shall be further extended by two (02) tenures of two (02) years each, however, the same shall be subject to extension/renewal of Permission/License by Nagpur Municipal Corporation.

The Orange Line is the North-South Corridor and Aqua Line is the East-West Corridor of Nagpur Metro Rail Project. The terminal stations of the orange line are Khapri Metro Station near Mihan and Automotive Square Metro Station, similarly the terminal stations of the Aqua line are Lokmanya Nagar Metro Station near Hingna Depot and Prajapati Nagar Metro Station.

1.1.3. Through this Bid, Maha-Metro intends to select to select one or more ‘Licensee/s’ to take up the Advertisements rights on Chhatrapati Square Fly over Advertisement Boards (Gantry) facing Narendra Nagar and Khamla Square on ‘License Basis’. The said location is in the close vicinity of residential/ institutional /commercial area of the Nagpur City.

The advertisement rights in this bid, shall be provided to Selected Bidder/s on license basis for a period of 02 years from the Effective Date. The License shall include operations and maintenance of Advertisement inventory at dedicated advertisements sites for a period of 02 years from the Effective Date.

The License Period shall be further extended by two (02) tenures of two (02) years each, however, the same shall be subject to extension/renewal of Permission/License by Nagpur Municipal Corporation.

Brief details of advertisement spaces available are as follows:

Table No. 1: Details of Advertisement Spaces

Sr. No.	Location	Size (in foot)	Size (in meter)	Advertisement Area (in Sq.mt.)
1	Advertisement Board at Chhatrapati square facing towards Narendra Nagar	100 X 8	30.48 X 2.4384	74.32
2	Advertisement Board at Chhatrapati square facing towards Khamla square	100 X 8	30.48 X 2.4384	74.32
<b>Total:</b>				<b>148.64</b>

1.1.4. The Selected Bidder shall operate & maintain the advertisement spaces 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.

1.1.5. An information document covering the purpose of the license, tender notice, bidding process for advertisement rights may be downloaded from the website "<https://mahametrorail.etenders.in>" and from the Maha-Metro's website "[www.metrotrainnagpur.com](http://www.metrotrainnagpur.com)".



## 2. Notice Inviting Bid

- 2.1 Maha-Metro invites open E - Tenders from suitable bidders who may be a sole proprietorship firm, a partnership firm, limited liability partnership, a company having registered office in India for selection as a “Licensee” to whom the licensing of advertisement rights on boards / gantries installed at Chhatrapati Square Fly-Over shall be granted on “as is where is” basis. The allotted advertisement spaces can be utilised for advertisement permissible by law and as per Annexure – 2: Factors Governing Selection of Permissible Advertisements
- 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 images showing locations of advertisement spaces available at Chhatrapati Square Fly-Over are attached below at **Annexure – 3** for ready reference.
- 2.4 The RFP document, tender notice, details of advertisement spaces available, bidding process, addendum/corrigendum, License Agreement and any other relevant document can be downloaded from e-tendering website on payment of Non-refundable document fee of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only)** ((inclusive of applicable GST) to be paid via online Payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website: <https://mahametrorail.etenders.in>.
- 2.5 Now, Maha-Metro intends to select suitable applicant (the “Selected Bidder”), for awarding the advertisement rights, through an open competitive bidding process in accordance with the procedure set out in this RFP Document.
- 2.6 Bids are invited in this tender based on of the **Highest License Fees to be paid for Advertisement rights at the selected advertisement locations.**
- Considering the advertisement areas available at location, the Bidder who quotes the **Highest License Fees (applicable for Base Year), to be paid to Maha-Metro**, in their Financial Bid shall be termed as Highest Bidder for that respective advertisement location.
- 2.7 The Bidder shall along with its technical and financial proposal submit the bid security (the “**Bid Security**”) in accordance with Clause 5.18 of the Bid Document. The application shall be summarily rejected if it is not accompanied with bid security. The Bid Security shall be submitted through online Payment Gateway mode on the e-tendering portal. The information of E-Payment Gateway available on E-Tendering website <https://mahametrorail.etenders.in>
- 2.8 During the bidding process, bidders are invited to examine the advertisement 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.
- 2.9 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.

- 2.10 Any queries or request for additional information pertaining to this RFP shall be send to the following **e-mail id: [md.nmrcl.tenders@gmail.com](mailto:md.nmrcl.tenders@gmail.com)**. 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 5.25(g) of the RFP document.
- 2.13 The bids shall be valid for a period of 180 days from the Bid Due Date.
- 2.14 All bidders are required to submit the original power of attorney for signing of bid along with covering letter before 16.00 Hrs on the Bid Due Date in the office of –

**The Executive Director (Procurement)**

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

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

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

**a. The Executive Director (Procurement)**

Maharashtra Metro Rail Corporation Ltd.  
Metro Bhawan, VIP Road, Near Dikshabhoomi,  
Ramdaspath, Nagpur-440010.

**b. The General Manager (Property Development)**

Maharashtra Metro Rail Corporation Ltd.  
Metro Bhawan, VIP Road, Near Dikshabhoomi,  
Ramdaspath, Nagpur-440010.

- 2.16 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.
- 2.17 Conditional bids shall be summarily rejected.
- 2.18 Bidder should ensure that none of the part of Financial Bid should be up-loaded in anywhere in the technical section, if the bidder does so then his bid will be summarily rejected.
- 2.19 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.
- 2.20 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 **Mr. Prateek Parashar (Tender Executive): +91-9167246754** (Helpline for online submission of bid only).

**Executive Director (Procurement)**  
**Maharashtra Metro Rail Corporation Limited**

### 3. Eligibility of Bidders

#### 3.1. Qualification of Bidders

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

- (a) The bidder for qualification and selection shall be a single entity or a group of entities (the “**Consortium**”), joining together to perform the ‘scope of services’ as listed in this RFP Document and License Agreement.
- (b) For the purpose of this RFP, an Entity shall mean –
  - Sole Proprietorship Firm
  - Registered Partnership firm
  - Company Registered under Companies Act in India
  - Limited Liability Partnership,
  - **OR** any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.

The Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.1 (d) below.

- (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 disqualified. 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, 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) If a Bid is submitted by a JV/Consortium, following shall be abided by all its members:
- i. For the purpose of evaluation of Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium.
  - ii. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
  - iii. Any change in percentage stake of JV/Consortium members without prior written approval of Maha-Metro shall be treated as Material Breach of Contract and Licensee's Event of Default entitling Maha-Metro to encash Security Deposit/Performance Security and/or to terminate the License Agreement after 30 day's notice.
  - iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.

- v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
- vi. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- vii. For the purpose of evaluation of the consortium/JV each member contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium of JV.

**Illustration:** Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 65% equity holding in JV and 'B' is having 35% equity holding in JV. In such a condition, 65% of A's turnover and 35% of B's turnover will be taken for the calculation of eligibility of the JV.

(e) Undertaking For not being banned from Business

As on date of Tender submission

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

### 3.2. Eligibility of Bidders

#### 3.2.1 Qualification and Eligibility

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

For demonstrating eligibility of the bidder (the "**Financial Capacity**") for taking of advertisement rights of the selected advertisement locations, the Bidder shall be required to have the following average annual turnover in the last 3 (three) financial years i.e. 2019-20 2020-21 and 2021-22 immediately preceding the Bid Due Date –

Sr. No.	Advertisement Location	Reach	Average Annual Turnover in last three financial years (Amount in Lakhs)
1	Advertisement Board at Chhatrapati square facing towards Narendra Nagar	Reach-1	18.00
2	Advertisement Board at Chhatrapati square facing towards Khamla square	Reach-1	18.00

Bidders submitting bids for advertisement rights for more than one location shall have to fulfil the cumulative turnover requirement of that respective advertisement location which the bid is submitted.

The Bidder can quote for advertisement location, however while checking the eligibility of the Bidder, the turnover requirement shall be added for each advertisement location 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 advertisement location for which bids are submitted by him.

**Note:**

- a. The Turnover Certificate shall be duly certified by statutory auditor/Chartered Accountant.
- b. The bidders shall upload the audited/certified financial statements including Balance sheet and Profit and Loss Account for the above mentioned last three financial years, as applicable and stated above.
- c. While calculating the updated value of turnover, escalation of 5% per annum shall be considered in India. In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years more than 26% of required Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years for the respective bidding schedule(s).

**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. Financial Eligibility: certificate(s) from its statutory auditors/Chartered Accountant specifying (i) Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date.
- iii. Power of Attorney as per the format at Bid Form-III, authorising the signatory of the Bidder to submit the Bid. (Not required in case of Sole Proprietorship Firm).
- iv. In case of JV/Consortium, the audited financial statements of each relevant member of Consortium for the last 3 financial years shall be submitted.
- v. An undertaking stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.

**3.2.3 Other Conditions**

- (a) Maha-Metro/ any other Metro Organization (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 above as on the date of tender submission. The bidder should submit undertaking to this effect in Bid Form – VII: Affidavit of the tender document.

- 
- (b) In case, at a subsequent date, the Selected Bidder/licensee is found to have been banned for business as given above, Maha-Metro shall be at liberty to and have full rights to cancel the allotment of license for advertising rights and forfeit the Interest Free Security Deposit after adjusting any dues payable by the Selected Bidder/licensee. The bidder should submit undertaking for the above as per Bid Form – VII: Affidavit.
  - (c) 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.
  - (d) 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 financial statements for 3 (three) years immediately preceding the year for which the financial statements is not being provided.
  - (e) 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. Objectives and Scope

##### 4.1. Objectives:

- a. To augment non-operational revenue of Maha-Metro through advertisements.
- b. Position Maha-Metro as a most sought-after location for advertising.
- c. Contribute to the aesthetical view of Maha-Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
- d. Provide value to the Corporate who advertises in Maha-Metro.
- e. To promote Maha-Metro as the gateway to Nagpur Tourism by highlighting Nagpur's heritage and cultural beauty.

##### 4.2. General Terms and Conditions

1. The Advertisement areas to be taken by Successful Bidder at the selected advertisement location are as follows –

**Table No. 3: Details of Advertisement Spaces**

Sr. No.	Location	Size (in foot)	Size (in meter)	Advertisement Area (in Sq.mt.)	Annexure
1	Advertisement Board at Chhatrapati square facing towards Narendra Nagar	100 X 8	30.48 X 2.4384	74.32	<b>Annexure 3A</b>
2	Advertisement Board at Chhatrapati square facing towards Khamla square	100 X 8	30.48 X 2.4384	74.32	<b>Annexure 3B</b>
<b>Total:</b>				<b>148.64</b>	

2. The section offered under this tender is Licensing of Advertisement Rights on Advertisement Boards Gantries installed at Chhatrapati Square Fly-Over.
3. The advertisement panels/board/fixtures are already installed at the identified advertisement sites. The advertisement panels/board/fixtures are suitable for front lit advertisement. The offered advertisement panel/spaces as referred above will be provided on "as is where is basis". The offered sites are to be operated and maintained by Licensee with the prior approval of Maha-Metro.
4. The advertisement spaces shall be provided to Selected Bidder/s on license basis for a period of 02 years from the Effective Date. The License Period shall be further extended by two (02) tenures of two (02) years each, however, the same shall be subject to extension/renewal of Permission/License by Nagpur Municipal Corporation.
5. Licensee shall be responsible for the following activities:
  - a) Operate and maintain the advertisement inventory at pre-decided spaces as earmarked by Maha-Metro in plan attached as **Annexure - 3**.

- b) Submit to Maha-Metro the details of advertisement location / spaces to be taken up for advertisement at the respective location.
  - c) Operate, manage, and maintain the entire advertisement spaces offered to him at respective location.
  - d) Management of sales & marketing of the advertising including providing adequate professionally trained manpower.
  - e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
  - f) Comply with all statutory requirements in connection with License Agreement.
  - g) Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per License Agreement.
  - h) All applicable taxes including Municipal Advertisement Taxes / NMC Administrative Charges, GST and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
  - i) The cost of preparation of the advertisements/media/inserts shall be borne solely by the licensee. The licensee shall also maintain all the media/ inserts and advertisements as per standards indicated by Maha-Metro.
6. The licensee can utilise only front lit format of advertisement.
  7. The advertisement area for which license fee shall be charged shall be the higher of (a) minimum Advertisement Space to be taken up at respective advertisement location (in Sq.mt.) (b) actual area handed over to the Licensee for Advertisement at the respective advertisement location. The Licensee Fees shall be charged even if the licensee does not utilise this advertisement area mentioned above.
  8. In case the Successful Bidder wishes to avail more advertisement area than the advertisement area already committed, the Successful Bidder shall have to submit the application regarding the same within 180 days of date of signing of License Agreement.  
The total advertisement area at the selected advertisement location shall be reserved for the Successful Bidder for the initial duration of 06 months from the Effective date. Upon expiry of the said duration, Maha-Metro shall be free to dispose/tender the balance advertisement area at the Selected advertisement location.
  9. At any given period, license fee shall be charged for the actual advertisement area handed over to the Successful Bidder.
  10. At all times, the advertisements/ hoardings shall be in compliance with the Maharashtra Municipal Corporation Act./ Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India
  11. The Licensee shall take into account all the aspects as mentioned in the mentioned in **Annexure – 2: Factors Governing Selection of Permissible Advertisements**.
  12. The advertising media should be of fire retardant and low smoke material and comply with all Indian and International Standards.

13. Fire-fighting and other infrastructure so created pertaining to the advertisement spaces must be integrated with the infrastructure already provided /planned for the respective advertisement location by Maha-Metro.
14. The Selected 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.
15. The Selected Bidder shall operate, manage and maintain the entire pre-installed advertisement spaces with adequately trained and experienced team for responsibilities as defined in this tender document.
16. Under no circumstances, shall the advertisement spaces/panels/frames 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.
17. The Licensee shall be responsible to keep the advertisement spaces and surrounding area clean.
18. Licensee shall procure No Objection Certificate (NOC) from Traffic Department Nagpur and Nagpur Municipal Corporation prior to execution of agreement.

#### **4.3. Handing over of advertisement space(s)**

1. After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the Selected Bidders. The advertisement space(s), as mentioned in Annexure-1, shall be handed over for its operations and maintenance.
2. In the event if the licensee fails to take-over the possession of the Advertising Space within the time stipulated by Maha-Metro, the license period shall be deemed to have commenced from the Effective Date, irrespective of the date of actual handing over of the Advertising Space.
3. The Selected Bidder shall not be eligible to claim any compensation on account of any delay in handing over of any/all the advertisement spaces to him.
4. At the time of termination/natural completion of license, Maha-Metro reserves the right to ask the Selected Bidder to restore the said tendered/ advertisement space(s) as per original allotment.
5. For detailed terms & conditions, kindly refer Draft License Agreement annexed at Volume – II.

#### **4.4. Execution of License Agreement**

The License Agreement based on Draft License Agreement annexed at Volume – II shall be executed within 30 days after payment of Advance 1<sup>st</sup> payment of half yearly License Fees and submission of security deposit.

#### **4.5. License Tenure**

1. The exclusive advertisement rights of Selected Advertisement location shall be provided for a period of 02 years from the Effective Date unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement. The License Period shall

be further extended by two (02) tenures of two (02) years each, however, the same shall be subject to extension/renewal of Permission/License by Nagpur Municipal Corporation. The extension/renewal and shall be subject to revision in terms.

2. The tenure of License Agreement shall commence from the date handover of identified advertisement spaces for advertisement purpose.
3. The tenure of the License Period of any additional area handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over for such additional space.
4. There shall be a lock in period of 01 years from the date of commencement of License Period.
5. The Selected Bidder shall have option to exit from the License Agreement immediately after completion of lock in period of 01 (One) years. At any given time, to exit the License Agreement, the Selected Bidder shall have to issue 90 days prior notice to Maha-Metro.
6. There shall be a fitment period of 07 days from the date of First handing over of advertisement spaces as per Annexure-1.
7. The Tenure shall be inclusive of fitment period of 07 days.
8. For detailed terms & conditions, kindly refer Draft License Agreement attached as Volume – II.

#### **4.6. Charging of License Fee**

4.6.1. The License fee shall be charged as per the financial proposal submitted by the bidder. At any given period, the license fee shall be charged on higher of (a) minimum Advertisement Space to be taken up (in Sq.mt.) (b) actual area handed over to the Licensee for Advertisement at the respective advertisement location. The Licensee Fees shall be charged even if the licensee does not utilise this advertisement area mentioned above.

4.6.2. The License fee shall commence immediately after expiry of the fitment period of 07 days, i.e., from the 08<sup>th</sup> day from the date of handing over of advertisement spaces per Annexure-1 and shall be charged until the termination/completion of agreement/Contract.

4.6.3. The Annual License Fees shall be computed for Twelve calendar months from 1<sup>st</sup> day of April to 31<sup>st</sup> day of March for payment of License Fees. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1<sup>st</sup> April and 1<sup>st</sup> October of each calendar year.

4.6.4. The license fee shall be paid in advance within 15 days of the commencement of that half year. This has also been illustrated below for better understanding of licensee:

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

4.6.5. In the event if the license tenure at the end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.

4.6.6. The first payment of License Fees shall be paid for entire duration of 06 months and shall be paid

within 30 days of issuance of LOA by the authority. The deduction of fees towards fitment/moratorium period & Fees as applicable from the date of agreement and up to the 31<sup>st</sup> day of March or October, as the case may be, shall be adjusted/taken into consideration at the time of second payment of License Fees.

4.6.7. The Annual License Fee shall be escalated by 5% every year, on compounding basis.

4.6.8. The Annual License fee as applicable for the base year shall be computed as follows:

$$\text{Annual License Fees} = \text{License Fee per Sqm. As quoted by Licensee (Rate per Sq.mt. per month)} \times \text{Advertisement Area allotted to the Licensee.} \times \text{12 months}$$

4.6.9. The Bidder voluntarily agrees not to seek any claim, compensation, damages, or any other consideration whatsoever on any pretext whatsoever on account of his inability to operate and manage the advertisement spaces/panels.

4.6.10. Along with License Fee, Licensee shall also pay other dues i.e. NMC's Administrative charges/advertisement taxes (to be paid directly to NMC and receipt to be submitted to Maha-Metro) Goods and Service Tax, Statutory dues / liabilities, damage/ penal charges, pending arrears, etc. as applicable time to time.

4.6.11. The utility charges including fixed rental shall also be payable by licensee to Maha-Metro in addition to above in accordance with terms & conditions of the agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand raised by Maha-Metro.

4.6.12. 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.

4.6.13. Facilitation and Fixed Rental Charges

**i. Facilitation Charges**

A non-refundable, facilitation charges amounting to Rs. 3,000/- Plus GST, during fitment period, to be levied and would also be paid to Maha-Metro.

**ii. Fixed Rental Charges**

The Successful Bidder/licensee will have to pay fixed rental charges as per approved rate as per Maha-Metro's policy. The Successful Bidder/licensee will have to declare the load required for the advertisement spaces at the time of possession of advertisement space as per (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 rental Charges (Rs. / kW / month)					
		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
1	Outdoor Advertisement	5810	5640	5740	5780	4770	4580

The responsible persons, one each from O&M team, Accounts / finance team and third-party user representative will check the connected load initially and at surprise visits, and will sign the report as per Annexure-A.

#### 4.7. Fitment period

For carrying out the installation of advertisement media advertisements at the respective advertisement panels/boards, the Selected Bidder would be permitted a rent-free fitment period of 07 days from the date of handing over of the space.

#### 4.8. Operation & Maintenance

- a) Licensee confirms that he/they fully understand and confirm that the advertisements spaces shall, at all-time belong to Maha-Metro, and no interest in the same shall be created by the licensee. The Licensee also agrees not to sub license, lease, lien, sub lease or part with, partially or fully in any form, the panels/advertisement spaces.
- b) The advertising rights for panels will vest with the licensee only. Any persons wishing to advertise in the above-mentioned panels will have to deal directly with the Licensee, Maha-Metro will have no dealing in this regard. At no time subletting of rights for advertisement to other advertising agencies/outdoor agencies, Out of Home advertising agencies, etc. would be permissible under this agreement.
- c) The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts, and the panels handed over will be borne solely by the licensee. The replacement of LED/Bulb's and their electrical parts, and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of Maha-Metro.
- d) The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee.
- e) The licensee will have to maintain all the advertisement inserts in proper, clean, and safe condition during the currency of the contract. The advertising media should be of fire-retardant low smoke/zero halogen material and of international standards. The Licensee must submit the media sample for Maha-Metro's approval to the office of the Sr. Additional General Manager/Property Development before using the same. Maha-Metro reserves the right not to give such permission.

- f) The licensee should at all times indicate the date till which their license is valid on each of their advertisements displayed.
- g) All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- h) Licensee shall keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, weak, or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/Maha-Metro to ensure safety of Maha-Metro commuters.
- i) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost.
- j) In case of accident caused due to negligence of the Licensee resulting into injury/ death to Maha-Metro employees/ other users/ any person or loss to Maha-Metro property / Any third-party property, Licensee shall compensate the loss (es), without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of Agreement.
- k) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation, or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- l) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- m) The Licensee shall comply with the all the applicable laws including Court judgments/ court orders/Maharashtra Pollution Control Board and Nagpur Fire Service guidelines and/or other government regulatory bodies, regulating the advertisements/ displays and Maha-Metro can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- n) **Penalty Clauses** – Maha-Metro can impose the fine on Licensee up to Rs.5,000/- per offence on the following offenses: -
  - (i.) Any staff of Licensee found in drunken condition/indulging in bad conduct.
  - (ii.) Any staff of the Licensee found creating nuisance.
  - (iii.) Improper maintenance & defacement of the Metro Property.
  - (iv.) Dishonour of Cheques and Drafts submitted by Licensee to Maha-Metro. Cheques will be accepted only in emergency conditions & with the approval of Maha-Metro by official not below the rank of Additional General Manager.
  - (v.) Misbehaviour with staff and commuters of Maha-Metro.
  - (vi.) Not following safety and security norms as may be indicated by authorized representative of Maha-Metro.
  - (vii.) Utilizing advertisements at locations other than that approved by Maha-Metro.
  - (viii.) Non-submission of monthly statement of advertisement area at respective advertisement location.

- (ix.) Vacant panels i.e. without mounted display/advertisement/filler/display of Maha-Metro at any time after completion of fitment period.
  - (x.) infringe into the Maha-Metro premises.
- o) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha-Metro official not below the rank of AGM (Additional General Manager).

#### **4.9. Registration of License Agreement**

The registration of License/lease agreements should be done within 90 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 within 30 days from the date of amendment and duly registered documents shall be submitted to Maha-Metro for record.

#### **4.10. Security and other services:**

1. Maha-Metro shall provide reasonable security services, general cleaning & adequate lighting in the common areas. 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. Other Conditions**

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



6. The Licensee shall not have any right to infringe the Maha-Metro premises 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, 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 lease tenure, then the agreement shall be liable for termination, subject to decision of Maha-Metro.

7. It shall be mandatory for the Licensee to follow the timings as per timely directives issued by Police Department.

#### **4.12. For First Right of Refusal:**

At the end of License Period, the Successful Bidder/Licensee shall have the "First Right of Refusal", 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.

**Note:** M/s Truesign Media is presently responsible for operations of the Gantry. M/s True Sign Media being the Successful Bidder in the earlier tender has the "First Right of Refusal" for the said work.

## 5. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 5.1. 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 License Fees per Sq.mt. per month for advertisement spaces.
- b. In the event if the Bidder is willing to submit the bid for more than one advertisement space, the bidder shall submit separate financial bid for each advertisement space.
- c. No Bidder shall submit more than one financial quote for availing advertisement rights at the respective advertisement space.
- d. The Bidders are expected to carry out the surveys, investigations, and other detailed examination of this advertisement 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 IX attached to this Bid Document and Financial Proposal of the Bid should be furnished only in the format at Bid Form-X 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 License Fees quoted by the Bidder for undertaking the aforesaid advertisement rights for displaying advertisement at the selected advertisement space (/s), in accordance with the Bidding Documents and the License Agreement.

Bids are invited in this tender based on of the **Highest License Fees to be paid for Advertisement spaces at the selected locations (/s)**.

Considering the advertisement areas available at each advertisement location, the Bidder who quotes the **Highest License Fees (applicable for Base Year), to be paid to Maha-Metro**, in their Financial Bid shall be termed as Highest Bidder for that respective advertisement space.

- h. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- i. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (signed wherever required) shall be submitted on or before the Bid Due Date in the prescribed format given in this Bid Document. No other mode of submission is acceptable. Bid Parameter duly filled in is to be submitted in the format provided in "Bid Form – X: 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 Project pursuant to this Bid Document shall be subject to the terms of Bidding Documents.
- o. The following conditions shall be adhered to while submitting a Bid:
  - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
  - (b) Information supplied by a Bidder must apply to the Bidder, Member or subsidiary named in the Bid and not, unless specifically requested, to other associated companies or firms; and
  - (c) At the time of responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with this Bid Document.
- p. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## **5.2. Cost of Bidding**

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

## **5.3. Site visit and verification of information**

- 5.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the Project Site and Bidders shall be deemed to have understood and ascertained for themselves the site

conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, sewerage disposal, applicable laws and regulations, and any other matter considered relevant by them. 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 2.15.

5.3.2. Acknowledgment by Bidder – It shall be deemed that by submitting a Bid, the Bidder has:

- made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents.
- made complete and careful examination of the Project requirements to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of the available advertisement space, applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Selected Bidder/ Licensee’s performance under the License Agreement pursuant to the Bidding Documents and License Agreement;
- determined to its satisfaction the nature and extent of all difficulties, hazards and risks involved in performance of the obligations involved and accepts all such risks and responsibilities directly or indirectly connected with Project execution;
- received all relevant information requested from 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 5.3.1 above (the Bidding Process) and the entire RFP document;
- satisfied itself about all matters, things and information including matters referred to in Clause 5.3.1 hereinabove, necessary and required for submitting an informed Bid, execution of this Project in accordance with the Bidding Documents and performance of all of its /Licensee’s obligations there under;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 5.3.1 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.

5.3.3. 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.

#### **5.4. Verification and Disqualification**

5.4.1. 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.
- 5.4.2. 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.
- 5.4.3. Maha-Metro reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at anytime, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the times specified by 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.
- 5.4.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder/SPC has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by 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.
- 5.4.5. Maha-Metro reserves the right to amalgamate/sub-divide the available Advertisement Space(s).

## **B. RFP DOCUMENTS**

### **5.5. Contents of the Bid Document**

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

#### **VOLUME I – INSTRUCTION TO BIDDERS**

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

#### **BID FORMS**

- Bid Form-I: Covering Letter for the Bid
- BID FORM – 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: Power of Attorney for signing of Bid
- Bid Form VI: Consortium Agreement/Memorandum of Agreement
- Bid Form – VII: Affidavit
- Bid Form – VIII: Undertaking for Downloaded Tender Document
- BID FORM – IX: Format for Checklist
- Bid Form – X: Format for Financial Bid

#### **ANNEXURES**

- Annexure – 1: Details of Advertisement Space offered for
- Annexure – 2: Factors Governing Selection of Permissible Advertisements
- Annexure – 3: Images showing Tentative Locations of Advertisement Spaces
- Annexure - 4: Tool Kit for using E-Tender

#### **VOLUME II**

- EXHIBIT I- Draft License Agreement

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

### **5.6. Clarifications**

- 5.6.1. Bidders requiring any clarification on the Bid Document may notify 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 endeavor 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.

- 5.6.2. Maha-Metro shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Maha-Metro reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Maha-Metro to respond to any question or to provide any clarification.
- 5.6.3. 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.

#### **5.7. Amendment of Bid Document**

- 5.7.1. 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.
- 5.7.2. Any Addendum issued hereunder will be uploaded on the website 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**

#### **5.8. Format and Signing of Bid**

- 5.8.1. Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 5.8.2. The Bidder shall provide all the information/ documents sought under this Bid Document by way of online submission of scanned copy of the original 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 filled, signed and sealed for submission. Incomplete and /or conditional Bids shall be liable to rejection.
- 5.8.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made

to the Bid shall be signed by the authorised signatory of Bidder. The Bid shall be page numbered.

#### **5.9. Submission of online bid.**

5.9.1. The bid is to be submitted electronically through E-Tendering of Maha-Metro E-Tender portal <https://mahametrorail.etenders.in>.

- a. The Bid shall be uploaded under two heads – Technical Bid and Financial Bid.
- b. The Bidders will be required to fill up formats for Technical Bid; scanned it and upload the same along with all supporting documents under head Technical Bid.
- c. The Bidder shall submit the Financial Bid in the Financial/ Commercial Bid option available online.
- d. The contents of Technical Bid and Financial Bid shall be as mentioned in Clause 5.11 below.

#### **5.10. Contents in BID**

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

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

**The Executive Director (Procurement)**

Maharashtra Metro Rail Corporation Ltd.  
Metro Bhawan, VIP Road, Near Dikshabhoomi,  
Ramdaspath, Nagpur-440010.

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

**a. The General Manager (Property Development)**

Maharashtra Metro Rail Corporation Ltd.  
Metro Bhawan, VIP Road, Near Dikshabhoomi,  
Ramdaspath, Nagpur-440010.



### 5.11. E-Tender Submission

#### A. Technical Package:

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

#### a) Financial Package

- 5.11.14. The Financial Package to be **submitted in “Financial Section”** on E-Tender Portal of Maha-Metro.
- 5.11.15. 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.
- 5.11.16. Bids submitted by hard copy, fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 5.11.17. It is to be noted that the Financial Bid shall be submitted in the **“Financial”** section only. In the event if the financial bid is submitted in the “Technical” Section of the online e-tendering portal, the bids shall be summarily rejected.
- 5.11.18. The Documents such as original Power of Attorney for signing the Bid and bank guarantees, shall be submitted in physical form before 16.00 hrs on Bid Due Date.

#### **5.12. Bid Due Date**

- 5.12.1. 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://mahametrorail.etenders.in>.
- 5.12.2. 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.
- 5.12.3. Bidders shall submit their Bids in through website- <https://mahametrorail.etenders.in> on or before the Bid Due Date and time given in the Schedule of Bidding Process.
- 5.12.4. The Technical Bids/proposal of the Bidders will be opened as per the Schedule of Bidding Process. The Financial Bids/proposals of only those Bidders who are found to be eligible as per the Eligibility criteria mentioned in the document shall be opened at a subsequent date, after due evaluation of Technical Proposals. The date of opening of Financial Bids shall be decided by Maha-Metro and communicated to all qualified Bidders online. The Financial Bids of Bidders whose Technical Proposals do not meet the Technical and Financial Capacity requirements as per this Bid Document shall not be eligible for consideration.

#### **5.13. Modifications/ Substitution/ Withdrawal of Bids**

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

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

#### **5.14. Rejection of Bids**

- 5.14.1. Notwithstanding anything contained in this Bid Document, 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.
- 5.14.2. 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.

#### **5.15. Validity of Bids**

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

#### **5.16. Confidentiality**

- 5.16.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising 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.

#### **5.17. Correspondence with the Bidder**

- 5.17.1. 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**

#### **5.18. Bid Security**

- 5.18.1. 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.	Advertisement location	Reach	Bid Security (Amount in Lakhs)
1	Advertisement Board at Chhatrapati square facing towards Narendra Nagar	Reach-1	0.52
2	Advertisement Board at Chhatrapati square facing towards Khamla square	Reach-1	0.53

- 5.18.2. The Bid Security shall be submitted through online Payment Gateway mode on the e-tendering portal. The information of E-Payment Gateway available on E-Tendering website <https://mahametrorail.etenders.in>.
- 5.18.3. Maha-Metro shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free.
- 5.18.4. Any Bid not accompanied by the Bid Security shall be summarily rejected by Maha-Metro as non-responsive.
- 5.18.5. The Bid Security submitted by Bidders (except the First and Second Highest bidder) shall be refunded, without any interest, and will be returned, subject to terms herein, through the online portal <https://mahametrorail.etenders.in>, no later than **60 (sixty) days** after award of contract to the Selected Bidder by Maha-Metro.
- 5.18.6. The Bid Security of Selected 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. The Bid Security of the Second Highest Bidder shall be refunded upon signing of License Agreement by the Selected Bidder.
- 5.18.7. 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.
- 5.18.8. **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:
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
  - If a Bidder imposes any condition within the Bid validity period or the extended period;
  - If bidder submits any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & forfeiture of EMD / Bid Security (Partial of full).

- 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.

### **5.19. Security Deposit**

- 5.19.1. Selected Bidder shall have to deposit the Security Deposit (the “Security Deposit”) amounting to Rs. .... (License Fees applicable for six months period, in the base year).
- 5.19.2. The 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.
- 5.19.3. 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.
- i. 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.
- ii. The EMD/ Bid Security already submitted with bid shall be adjusted with the Security Deposit, in case of Selected Bidder. Balance amount shall be paid by Selected Bidder in form of Demand Draft payable in the name of “Maharashtra Metro Rail Corporation Limited”.

## **E. EVALUATION OF BIDS**

### **5.20. Opening and Evaluation of Bids**

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

- i. The Technical Envelope / Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening at the office of ED (Procurement), Maharashtra Metro Rail Corporation Ltd., Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, 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 Selected Bidder only shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Selected 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 this Project 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 project from computation of the Experience Score of the Bidder.
- x. In the event if any Bidder claims credit for any Project, and such claim is determined by Maha-Metro as incorrect or erroneous, Maha-Metro shall reject such claim and exclude the same from computation of the Experience of the Bidder. Where any information is found to be patently false or amounting to a material representation, Maha-Metro reserves the right to reject the Bid in accordance with the provisions of the Bid Document.
- xi. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### **5.21. 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 as per prescribed formats;
  - (b) it is received by the Bid Due Date including any extension thereof;
  - (c) it is signed, sealed, and marked as stipulated;
  - (d) it is accompanied by relevant Power of Attorney(ies) as specified in Bid Document,
  - (e) it contains all the information and documents (complete in all respects) as requested in this Bid Document;
  - (f) it contains certificates from its statutory auditors in the formats specified for each Eligible Project;
  - (g) it is accompanied by the full amount of Bid Security and in specified format;
  - (h) it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
  - (i) it does not contain any condition or qualification; and

- ii. Similarly, prior to evaluation of Financial Bids, 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-X;
  - (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 or to request either Maha-Metro and/or MOR and/or any ministry or department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.

#### **5.22. Contacts during Bid Evaluation**

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.

#### **5.23. Bidding process**

- i. Maha-Metro has adopted a single stage two steps process (referred to as the “**Bidding Process**”) for selection of a suitable highest bidder to grant Licensing Rights for the advertisement spaces at selected advertisement location on Reach – 1 of Nagpur Metro Rail project. The various advertisement areas are delineated in Annexure-1. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the “**Bid**”) against this RFP in a single step only.
- ii. 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.
- iii. At the end of the Qualification Step, Maha-Metro expects to announce short-listed qualified bidders (the “**Qualified Bidders**”).



- iv. 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.***
- v. In the event of two or more Bidders quote the same License Fees per sq.ft. per month, for the respective advertisement space (the “**Tie Bidders**”), Maha-Metro shall identify the Selected Bidder based on the turnover of the Bidder. The Bidder whose Turnover is more shall be termed as Highest Bidder.
- vi. In this RFP, the term “**Highest Bidder**” shall mean the Bidder quoting the ‘highest License Fees per sq.ft. per month’ as payable to Maha-Metro. The Bidder quoting the **Highest License Fees (applicable for Base Year), to be paid to Maha-Metro** for that respective advertisement location shall be declared as highest bidder.
- vii. Generally, the Selected Bidder shall be the Highest Bidder. The remaining Bidders shall be kept in reserve. In the event if the bid submitted by highest bidder is withdrawn or is not selected for any reason, the remaining bidders may be invited to match the Bid submitted by the Highest Bidder.
- viii. In the event if none of the other Bidders match the Bid of the highest bidder, Maha-Metro may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

#### 5.24. Communication of Award

- (a) After the selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by Maha-Metro to the Selected Bidder. Within 10 (ten) days of the issuance 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.

#### 5.25. Execution of License Agreement

- (a) The Selected Bidder shall be required to appear in person at the office of Executive Director (Procurement), Maha-Metro, if the bidder is a firm, a duly authorized representative shall so appear and execute the License Agreement within 60 (Sixty) 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 issue by signing and returning its duplicate copy to Maha-Metro;



- ii. Payment of License Fees for the first 06 months within 30 days of issuance of LOA.
  - iii. Payment of interest free security deposit equivalent to six months license fees within 30 days of issuance of LOA.
  - iv. 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 photocopy 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 date of issue of LOA. For period of delay in signing the license agreement beyond 90 days but not exceeding 120 (One Hundred and Twenty) days from the date of issue of LOA, Maha-Metro may consider the period subject to deemed date of handing over of Property Business Space / start of fitment and license period on 100<sup>th</sup> day from the date of issue of LOA.
- (e) Failure to fulfil any of the conditions specified hereinabove shall constitute a breach of the contract submitted by the Bidder in which case the full value of the Bid Security shall stand forfeited without prejudice to any other rights or remedies & the LOA shall be treated as cancelled.
- (f) In the event the Selected Bidder fails to execute the license agreement as herein above provided within a period of 120 days from the date of issue of LOA, 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.
- (g) Schedule of Various Stages: The Selected Bidder shall have to follow the following timelines:

Stage of Activity	Time Period
Issuance of Letter of Award form Maha-Metro	Within 15 days of acceptance of proposal from the Maha-Metro.
Issuance of Letter of Acceptance by the Successful Bidder	Within 10 (ten) days of issuance of Letter of Award.
Payment of half yearly Licence Fees to MAHA-METRO by Licensee.	<p>Within 30 days of issuance of Letter of Award by the Maha-Metro.</p> <p>The License Fees shall be paid on half yearly basis and shall be paid in advance.</p> <p>Delay in payment of License fee shall attract interest @ 15 % per annum on outstanding balance of license fees on due date.</p>

Stage of Activity	Time Period
Deposition of Interest Free Security Deposit to MAHA-METRO	Amount equivalent to six months License Fees, to be submitted within 30 days from issuance of Letter of Award. Delay in payment of security deposit shall attract a penalty @ 15% per annum on outstanding balance of security deposit on due date.
Signing of Licence Agreement	Within 15 days of fulfilment of conditions precedent for signing of license agreement.
Commencement of License Agreement	From the date of handing over of advertisement spaces or obtaining Permissions from Traffic Department Nagpur and Nagpur Municipal Corporation, whichever is later.
Fitment Period	Shall commence from the date of handing over of the premises and shall conclude at the end of 7 days from the date of handover.

- (h) In no case deposition of total amount as per LOA beyond 90 days shall be allowed and, in such case, LOA shall be cancelled and bid security deposited by the bidder shall be forfeited. The interest including applicable GST, till date of payment of outstanding amount must be paid along with outstanding amount by the successful bidder to Maha-Metro. Non-payment of applicable interest shall make the LOA liable for cancellation.

## 6. FRAUD AND CORRUPT PRACTICES

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, 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 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- 6.3.1 **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of 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 Project 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 Project;
- (a) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (b) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (c) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by 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.

## 7. PRE-BID CONFERENCE

- 7.1 Pre-Bid conferences of the Bidders shall be convened on **23-03-2023** at 11.00 Hours at **Procurement Section, 1<sup>st</sup> Floor, Metro Bhavan, Near Dikshabhoomi, Ramdaspath, Nagpur – 440010.**  
Maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 7.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of 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.
- 7.3 Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.
- 7.4 Maha-Metro, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.
- 7.5 The replies to queries shall be uploaded on website '<https://mahametrorail.etenders.in>' of Maha-Metro as per the Schedule of Bidding Process along with amendments, if any.

## 8. MISCELLANEOUS

- 8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nagpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.2 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 Selected Bidder shall take upon itself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on this account thereof.

# BID FORMS

(On the Letter Head of the Bidder)

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

To,

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

(Nagpur Metro Rail Project)

Procurement Section, 1<sup>st</sup> Floor, Metro Bhavan,

Near Dikshabhoomi, Ramdaspeth, Nagpur – 440010.

**Sub: Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

Dear Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for advertisement spaces on License Fees basis at selected advertisement locations. The Bid is unconditional and unqualified. The Advertisement spaces are made available at following locations:

Sr. No.	Advertisement Location	Size (in meter)	Advertisement Area (in Sq.mt.)	Bid Security (INR in Lakhs)	Bid Submitted For (Tick Mark the space for which bid is being submitted)
1	Advertisement Board at Chhatrapati square facing towards Narendra Nagar	30.48 X 2.4384	74.32	0.52	
2	Advertisement Board at Chhatrapati square facing towards Khamla square	30.48 X 2.4384	74.32	0.53	

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. The Bid Security is provided.
  10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
  11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, addenda /corrigenda, our

own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

- 12. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
- 13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
- 14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.

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

Yours faithfully

Date:.....

(Signature of the Authorised signatory)

Place:.....

(Name and designation of the Authorized signatory)

(Name and Seal of Bidder)

**Note: -**

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

**Enclosed: -**

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

**BID FORM – II: Details of Bidder****(To be filled by Bidder)****Bid Document No.:** .....**Dated:****Sub: Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

1. Details
  - a. Full Name of Bidder (in block letters):
  - b. Constitution of Bidder:
  - c. Country of incorporation/ registration/ nationality (whichever is applicable):
  - d. Address of the corporate headquarters and its branch office(s), if any, in India
  - e. Date of incorporation and/ or commencement of business/ date of registration/date of birth:
  - f. Registration Number:
  - g. PAN/TAN Number:
  - h. GST Registration Number:
  
2. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for Maha-Metro:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) Mobile Number:
  - (g) E-Mail Address:
  
4. In case of Consortium:
  - (a) The information above (1, 2 & 3) should be provided for all the members of the consortium.
  - (b) Information regarding the role of each member should be provided:

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

5. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Telephone Number:
- (e) Mobile Number:
- (f) E-mail Address:
- (g) Vender Registration Form

(Signature of the Authorised Signatory)  
(Name and designation of the Authorised Signatory)  
(Name of the Bidder/Lead Member)

### Vender Registration Form

<b>ACCOUNT GROUP</b> (IN CASE OF NEW VENDOR CREATION ONLY)	
<b>PURCHASING ORGANISATION</b> (NEW VENDOR CREATION)	
<b>VENDOR NUMBER</b> (IN CASE OF CHANGE ONLY)	
<b>NAME#</b>	
FILE	
NAME	
<b>SEARCH TEAM%</b>	
SEARCH TEAM	
<b>STREET ADDRESS #</b>	
STREET /HOUSE NO	
POSTAL CODE/CITY	
COUNTRY	
<b>COMMUNICATION#</b>	
TELEPHONE	
MOBILE PHONE	
FAX	
E-MAIL	
<b>TAX INFORMATION</b>	
VAT/ST REGISTRATION NO	
PAN NUMBER	
GST REGISTRATION NO	
MSME REGISTRATION NO	
<b>BANK DETAILS</b>	
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	
<b>ALTERNATIVE PAYEE IN DOCUMENT %</b>	
PERMITTED PAYEE, IF ANY	
<b>ACCOUNTING INFORMATION %</b>	
RECONCILIATION ACCOUNT	
SORT KEY	
CASH MANEGMENT GROUP	
<b>PAYMENT DATA %</b>	
PAYMENT TERM	
CHK CASHING TIME	
<b>AUTOMATIC PAYMENT TRANSACTION %</b>	
PAYMENT METHOD	
HOUSE BANK	
<b>WITHHOULDING TAX INFORMATION %</b>	
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	
<b>Vendor no Generated in SAP (New Vendor)</b>	
Date of Creation /Edit	
Task Performed By	
Signatures	
Name	
Designation	

**BID FORM – III: Eligibility of the Bidder**

Bid Document No.: .....

Dated:

**Sub: Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

**(In Rs. Lakhs)**

Name of Bidder	Turnover of Bidder		
	Year (2021-22)	Year (2020-21)	Year (2019-20)
Bidder			
<b>Average Annual Turnover</b>			

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

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

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

1. The Bidder should provide details of its own Financial Capability as specified in Clause 3.2.1
2. The Bidder shall attach copies of the balance sheets, Profit and Loss Accounts, financial statements for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder.
  - (b) be certified/audited by a statutory auditor/Chartered Accountant.
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



3. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
4. In case this Bid Form consists of more than one-page, Statutory Auditor/ Chartered Accountant Authorised Signatory shall sign and seal on all pages.
5. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.2.3(d) of the RFP Document.

**BID FORM – IV: Power of Attorney for signing of Bid**

*(To be executed on Non-Judicial Stamp Paper of Rs.500 and duly notarized.)*

**Bid Document No.:** .....

**Dated:**

**Sub: Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

*(This Bid Form is to be submitted only by Bidder/Lead Member of the Consortium)*

Know all men by these presents, I/We {.....} (insert name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of {.....} and presently residing at {.....},who is presently employed with me/us and holding the position of {.....}, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”, proposed by Maha-Metro (the “Maha-Metro”) including but not limited to signing and submission of the Bid and all other documents and writings, participate in Bidders’ and other conferences and providing information/responses to Maha-Metro, representing me/us in all matters before Maha-Metro, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with Maha-Metro in all matters in connection with or relating to or arising out of my/our Bid for the said Project and/or up on award thereof to me/us and/or till the entering into of the License Agreement with Maha-Metro.

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

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

Date:

Place:

For.....

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

**Accepted**

Signature of the Attorney

Name of the Attorney

Designation

Address

**Witnesses:**

- 1.
- 2.

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

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

**Instructions:**

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised/consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised/consularised by the Indian Embassy if it carries a conforming Appostille certificate.
4. Strike out whichever is not applicable.

**BID FORM – V: Power of Attorney for signing of Bid**

*(To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.500) and duly notarized.)*

**Bid Document No.:** .....

**Dated:**

**Name of Project: Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

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

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

For Member 1 (Signature, Name & Title)

For Member 2 (Signature, Name & Title)

For Member 3 (Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Accepted

Notarised

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

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

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

**Instructions:**

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

**Bid Form VI: Consortium Agreement/Memorandum of Agreement  
(Duly Stamped)**

(To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.500) and duly notarized.)

This Consortium Agreement/Memorandum of Agreement is executed at ..... on this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN**

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

**AND**

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

**[AND**

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART] Whereas Maharashtra Metro Rail Corporation Limited (hereinafter referred to as 'Maha-Metro') has invited Tenders to License out the exclusive **Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over**. And

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

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:**

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



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

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

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

1. ( \_\_\_\_\_ )  
Authorized Signatory  
( \_\_\_\_\_ )  
For (Name of company)

2. ( \_\_\_\_\_ )  
Authorized Signatory  
( \_\_\_\_\_ )  
For (Name of company)

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

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

**Bid Form – VII: Affidavit**

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

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

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

- 8. I/We undertake that in the last 3 (three) years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
  
- 9. I/We undertake that we have not been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.
  
- 10. We do hereby undertake & confirm that Maha-Metro/ any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission. Also any work executed by us either individually or as member in a JV/Consortium, has not been rescinded/terminated by Maha-Metro after award of contract to us during the last 3 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

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

**DEPONENT**

**VERIFICATION:-**

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

Verified at ....., on this ..... Day of....., 2023.

**DEPONENT**

**Bid Form – VIII: Undertaking for Downloaded Tender Document**

On Letterhead of Bidder/Lead Member

**Bid Document No.:** .....

**Dated:**

**Name of Project: Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

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 – IX: Format for Checklist****Bid Document No.:** .....**Dated:****Name of Project: Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

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
<b>TECHNICAL ENVELOPE</b>			
1	Bid Security		Shall be paid online on E-tender portal
2	Bid Document Fee or receipt thereof		Shall be paid online on E-tender portal
1	Bid Form – I: Covering Letter for The Bid		
2	BID FORM – II: Details of Bidder		
2a.	Registration Certificate of Bidder / Each Member of Consortium		
2b.	PAN Card of Bidder / Each Member of Consortium		
2c.	TAN of Bidder / Each Member of Consortium		
2d.	License/Gumasta		
2e.	MoA/AoA/ Partnership Deed of Bidder/ Each Member of Consortium		
3	BID FORM – III: Eligibility of The Bidder		
3a.	Duly supported by Certificate from Chartered Accountant / Statutory Auditor		
3b.	Financial Documents such as Balance Sheet and Profit and Loss Account for last three financial years.		
3c.	ITRs for last three financial years.		
4	BID FORM – IV: Power of Attorney for Signing of Bid Board Resolution/Partners Resolution		
5	BID FORM – V: Power of Attorney for Signing of Bid Board Resolution/Partners Resolution		
6	Bid Form VI: Consortium Agreement/Memorandum of Agreement		
7	Bid Form – VII: Affidavit		
8	Bid Form – VIII: Undertaking for Downloaded Tender Document		
9	BID FORM – IX: Format for Checklist		
10	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.

Yours faithfully,

Date

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

**Bid Form – X: Format for Financial Bid**

Bid Document No.: .....

Dated:

To,

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

(Nagpur Metro Rail Project)

Procurement Section, 1<sup>st</sup> Floor, Metro Bhavan,

Near Dikshabhoomi, Ramdaspath, Nagpur – 440010.

**Subject: Financial Bid for “Licensing of Advertisement Rights on already installed Advertisement Boards (Gantry) at Chhatrapati Square Fly-Over.”**

Bid Document No.: .....

Dated:

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

**A. License Fees for advertisement rights of Selected advertisement locations**

Sr. No.	Advertisement Location Name	Advertisement Area (in Sq.mt.)	Rate per Sqm per Month	Annual License Fees in figures
		(A)	(B)	I = (A) * (B) * 12
1				
(Annual License Fees in words) (in INR)				

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

- (a) I/We shall pay to Maha-Metro a License fees as quoted above along with applicable taxes/GST for the specified Space payable at half yearly basis for operating at the advertisement spaces for a period of five years from the date of handover of the advertisement spaces or the date mentioned in letter/notice for handing over possession as and when the same is communicated by Maha-Metro to do so.
- (b) The recurring payments in item (a) and interest free security deposit shall be escalated by 5% every year on compounding basis for the entire of license period.

- (c) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.
- (d) The Licensee/Successful Bidder agrees to pay the Facilitation and Fixed Rental Charges in accordance with Clause 4.6.13 of the RFP Document.
- (e) All statutory taxes, local levies, statutory dues, etc. except property tax, as applicable from time to time shall be levied additionally.

I/We shall submit the interest free security deposit as requested within 30 days of date of the LOA along with the advance license fee for first half year of license period, including all other charges and shall be sign the License Agreement, on a convenient date, which may be decided and intimated by Maha-Metro (within 15 working days of making the payments of Interest Free Security Deposit and advance License Fee for 1<sup>st</sup> half year).

I/We agree to start of license period from the date of possession or date mentioned in letter or notice for taking over possession of advertisement space, as and when the same is communicated by Maha-Metro to do so, failure in taking possession shall amount to deemed hand over and License fee and other dues shall commence immediately after expiry of fitment period of 7 days from the date of handing over the advertisement space(s).

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

The final License fee will be worked out on the basis of actual area handed over as per actual measurement.

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

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

**Signatory/Authorized signatory**

Name: \_\_\_\_\_ **Name & Seal of the Bidder**

Designation: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Tel (O) \_\_\_\_\_



---

Tel I: \_\_\_\_\_

# Annexures

**Annexure – 1: Details of Advertisement Space offered for Licencing.****Table No. 1: Details of Advertisement Spaces in Selected Advertisement location**

<b>Sr. No.</b>	<b>Advertisement Location</b>	<b>Reach</b>	<b>Advertisement area (in Sq.mt.)</b>
1	Advertisement Board at Chhatrapati square facing towards Narendra Nagar	Reach-1	74.32
2	Advertisement Board at Chhatrapati square facing towards Khamla square	Reach-1	74.32

1. Licensee is to be charged for the higher of the following, i.e. advertisement area offered OR the actual area of advertisement handed over.
2. Areas indicated above are approximate. Actual advertisement 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.

**Note:**

1. Licensee shall not have any claim for compensation or damages, revision/reduction in License fee, in case of delay in commissioning of advertisement location as mentioned in Annexure-I.

## **Annexure – 2: Factors Governing Selection of Permissible Advertisements**

The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized Maha-Metro representative on the same:

- a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The advertisement will have no objectionable and indecent portrays of people, products, or any terms.
- c) The use of Maha-Metro name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by “no objection certificate” from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, and other Authorities shall be permitted. However, no advertisement of any political party, person shall be permitted. No advertisement of any political party, person violating “Model Code of Conduct” shall be allowed during the period whereby “Model Code of Conduct” has been enforced by Election Commission. Further, no advertisement which violates “Model Code of Conduct” shall be permitted during the period whereby “Model Code of Conduct” have been enforced by Election Commission.
- f) Station naming and branding shall not be allowed.
- g) Any type of audio / video advertisement shall not be allowed.
- h) All advertisement creative has to be approved by Maha-Metro before display.

### **ii) Negative list of Advertisements:**

The licensee shall take into account that the following types of advertisements are strictly prohibited:

- Nudity
- Racial advertisements or advertisements propagating caste, community or ethnic differences.
- Advertisements of drugs, alcohol, cigarette, or tobacco items.
- Advertisement propagating exploitation of women or child.
- Advertisements having sexual overtone.
- Advertisements depicting cruelty to animals.
- Advertisements depicting any nation or institution in poor light.
- Advertisements banned by the Advertising Council of India or by Law.
- Advertisements glorifying violence.
- Advertisements of destructive devices and explosives depicting items, weapons and related items.
- Lottery tickets, sweepstakes entries and slot machines related advertisements.

- Advertisement which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.
- Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.

### **Annexure – 3: Images showing Tentative Locations of Advertisement Spaces**

Images showing Tentative Locations Of Advertisement Spaces Available at attached as follows –

Sr.No.	Advertisement location	Annexure
1	Advertisement Board at Chhatrapati square facing towards Narendra Nagar	<b>Annexure 3A</b>
2	Advertisement Board at Chhatrapati square facing towards Khamla square	<b>Annexure 3B</b>



**Annexure 3A**



**Annexure 3B**

**Annexure - 4: Tool Kit for using E-Tender****(Tool Kit for using E-Tender Portal of Maha-Metro)****TENDERING PROCEDURE**

## A] Tender Forms.

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

## B] Pre-requisites to participate in the Tenders processed by Maha-Metro:

**i. Enrolment of Contractors on Electronic Tendering System:**

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

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

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

**ii. Obtaining a Digital Certificate:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**D) Steps to be followed by Contractors to participate in the e-Tenders processed by Maha-Metro.**

**i. Preparation of online Briefcase:**

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

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

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

**ii. Online viewing of Detailed Notice Inviting Tenders:**

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

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

iii. **Download of Tender Documents:**

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

iv. **Online Submission of Bid:**

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

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

**Note:**

- \* **Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.**
- \* **NEFT/RTGS option will be depend on the amount of EMD.**
- \* **Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.**

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

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

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

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

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

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

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

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

**Terms and Conditions for Online-Payments**

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Maha-Metro Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Maha-Metro Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

**Privacy Policy:**

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

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

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

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

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

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

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

be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

**Limitation of Liability of Merchant/ Payment Gateway**

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

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

**Miscellaneous Conditions:**

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

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
  - i. Choose a new password, whenever required for security reasons.
  - ii. Keep his/ her User ID & Password strictly confidential.
  - iii. Be responsible for any transactions made by User under such User ID and Password.

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

#### **Debit/Credit Card, Bank Account Details**

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

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

**Personal Information**

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

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



**Annexure-A: Joint Load Measurement Report**

<b>Date of visit</b>	
<b>Station / Premise Name</b>	
<b>Name of the Shop / Shop Number</b>	

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)
<b>Total Load in kW</b>				
<b>Note: If required please attach separate pages.</b>				
<b>Remark:</b>				
<b>Signature</b>				
<b>Name of the Representative</b>				
<b>Department</b>	<b>O&amp;M</b>		<b>Finance / Account</b>	<b>Third Party User</b>
<b>Approved By</b>				
<b>Sign</b>				
<b>Manager (O&amp;M)</b>				