

MAHARASHTRA METRO RAIL CORPORATION LTD.2

(Nagpur Metro Rail Project)

REQUEST FOR PROPOSAL (RFP)

FOR

**Licensing of Co-Branding Rights of Selected Metro Stations
of Nagpur Metro Rail Project, for a period of 05 years**

TENDER NO. N1PD-79/2023



November - 2023

MAHARASHTRA METRO RAIL CORPORATION LTD.

"Metro Bhavan",

East High Court Road (VIP Road),

In front of Dr. Babasaheb Ambedkar College,

Near Dikshabhoomi, Ramdaspath, Nagpur-440010

Website: <http://www.metro railnagpur.com>

Disclaimer

The Bid Documents for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years”

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

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

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

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


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

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

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

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

Maharashtra Metro Rail Corporation Limited

 <p>महा मेट्रो NAGPUR METRO</p>	<p align="center">E-TENDER NOTICE MAHARASHTRA METRO RAIL CORPORATION LTD (Nagpur Metro Rail Project) (A joint venture of Govt. of India & Govt. of Maharashtra) "Metro Bhavan", East High Court Road (VIP Road), In front of Dr. Babasaheb Ambedkar College, Near Dikshabhoomi, Ramdaspath, Nagpur-440010 E-mail:md.nmrcl.tenders@gmail.com Website:www.metrotrainagpur.com Telefax:0712-2554217</p>
<p>Tender Notice No.: N1PD-79/2023 Date: 02-11-2023</p>	
<p>Name of work: "Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years."</p>	
<p>KEY DETAIL:</p>	
<p>License Period:</p>	<p>05 years from the date of signing of License Agreement, inclusive of applicable fitment period.</p>
<p>Documents on sale:</p>	<p>Documents can be downloaded from 17.00 hrs on 08-11-2023 to 16.00 Hrs of 07-12-2023 from Maha-Metro's e-tender Portal.</p>
<p>Cost of documents:</p>	<p>INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) non-refundable (inclusive applicable taxes) though e-payment by Credit Card/Debit Card/Net Banking as per procedure given in e-tender portal</p>
<p>Pre-bid Meeting:</p>	<p>21-11-2023 at 11.00 Hours at Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur - 440010</p>
<p>Last date of submission of queries for Pre-bid.:</p>	<p>Bidder's Queries must be submitted through e-mail ID: md.nmrcl.tenders@gmail.com with subject "Prebid queries for N1PD-79/2023" till 17:00 hrs. on 23-11-2023.</p>
<p>Tender Security:</p>	<p>To be paid online through Net Banking/RTGS/NEFT/Credit Card/Debit Cards. Refer Clause no. 6.18 of the bid document.</p>
<p>Date & Time of submission of Tender:</p>	<p>Online submission up-till 16.00Hrs. on 07-12-2023 at Maha-Metro's e-tender portal.</p>
<p>Date & Time of Opening of Tender:</p>	<p>On 08-12-2023 at 16.30Hrs. or as decided by Maha-Metro at Procurement Section, 1st Floor, Metro Bhavan, Opposite to Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur - 440010</p>
<ol style="list-style-type: none"> Sale of document, e-payment procedure, submission, and other details are available on Maha-Metro's tender portal under section in e- tenders https://mahametrorail.etenders.in To view this tender notice, interested Bidders may visit Maha-Metro website www.mahametro.org or CPP website https://eprocure.gov.in 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. 	

SD/-

General Manager (Town Planning)
Maharashtra Metro Rail Corporation Ltd., Nagpur

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1. INTRODUCTION

1.1. Background

1.1.1. Brief Background

- a. 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 (NMRP) in Nagpur City. Maharashtra Metro Rail Corporation Ltd. earlier known as Nagpur Metro Rail Corporation Ltd. was incorporated on 17th February 2015 with a vision to create safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Nagpur City along with Nagpur Metro Region. As part of its existing mandate Maharashtra Metro Rail Corporation Ltd. (Maha Metro) has undertaken to capture value from real estate and other non-fare box revenue in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand it shall benefit the businessmen/advertisers within the city by providing innovative ways to their branding and advertisement needs.

In view of above, Maha-Metro has come up with an idea to provide co-branding rights of the various metro stations of Nagpur Metro Rail Project. Thus, Maha-Metro decides to call tenders for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years”.

The selected metro stations proposed for Co-branding are across the route of Nagpur Metro Rail project. The Orange Line is the North-South Line of Nagpur Metro Rail Project and includes all stations from between Khapri Metro Station – Automotive Square Metro Station Similarly, the Aqua line is the East-West line of Nagpur Metro Rail project and includes all stations from between Lokmanya Nagar Metro Station - Prajapati Nagar Metro Station.

- b. Through this Bid Maha-Metro intends to select one or more ‘Licensee/s’ to take up the said metro stations on license basis for the work of “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years”. The list of stations for which co-branding partners are invited is provided at point no. 1.1.1 (c) below. Only one ‘Licensee’ per station shall be selected for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years”.
- c. The Authority has, therefore, decided to carry out the bidding process for selection of a private entity/ies as the Successful bidder to whom the co-branding rights may be awarded. The co-branding rights in this bid, shall be provided to successful bidder/s on license basis for a period of 05 (five) Years. The project shall include the co-branding rights of selected metro station, advertisement/branding at selected metro station for a period of 05 (five) Years. The list of various stations proposed for co-branding of stations are proposed as follows -

Serial Number	Name of Metro Stations	Location
1	Airport Metro Station	Reach - 1
2	Automotive Square Metro Station	Reach - 2

Serial Number	Name of Metro Stations	Location
3	Subhash Nagar Metro Station	Reach - 3
4	Bansi Nagar Metro Station	Reach - 3
5	Cotton Market Metro Station	Reach – 4
6	Telephone Exchange Metro Station	Reach – 4
7	Prajapati Nagar Metro Station	Reach – 4

- d. The Successful Bidder shall have to utilise the station premises for co-branding as per the timely directives and approvals/instructions issued by Maha-Metro.
- e. An information document covering the purpose of the license, tender notice, scope of work, details of space available, bidding process may be downloaded from the website “<https://mahametrorail.etenders.in>” and from the Maha-Metro’s website “www.metrotrainnagpur.com”.

2. Definitions

“Advertisements” or **“Advertising”** means display of any advertisement material including pictures, printed material, electric / electronic media, smart posters, holographic images, visual display or any other innovative advertising media, etc which are not objectionable or prohibited under various statutes, codes, policies, etc as applicable from time to time.

“Advertising Tax” means any amount payable to local government authorities as a result of public display of commercial messages or any other Branding campaign.

“Agreement” means the License Agreement to be executed between Maha-Metro and the selected bidder.

“Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

“Bidder” means any registered entity which is a Sole-Proprietorship Firm, Partnership Firm/ Company/LLP having registered office in India, which is submitting its bid pursuant to RFP Documents.

“Bid Security” means the refundable amount to be submitted by the Bidder along with RFP documents to Maha-Metro

“Co-branding Rights” mean the right assigned to the Licensee to only suffix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the agreement.

“Commencement Date” means the date of commencement of License Agreement which shall commence immediately after handing over of the station, as defined in RFP document.

“License” means the Co-branding Rights granted by Maha-Metro to the Licensee at Metro Station under terms and conditions of the License Agreement.

“Licensee” means the Selected Bidder, who has executed the License Agreement with Maha-Metro pursuant to the conclusion of the bidding process.

“License Fee” means the amount payable by the Licensee to Maha-Metro as per terms and conditions of the License Agreement.

“License Period” means a period of 05 (five) Years including fitment period after handing over of the station.

“Maha-Metro” means Maharashtra Metro Rail Corporation Limited.

“Security Deposit” means interest free amount to be deposited by the Licensee with Maha-Metro as per terms and conditions of License Agreement as a security against the performance of the License agreement.

“Places available for Branding” or “Advertising Spaces” means the LCD/LED/LFD screens/panels, video walls or any similar the digital screens installed at selected Nagpur Metro Stations where Co-branding Rights are proposed to be granted as per terms and conditions of the agreement.

“Selected Bidder” means the bidder who has been selected by Maha-Metro, pursuant to the bidding process for award of License.

3. Notice Inviting Bid

3.1 Maha-Metro invites open E - Tenders from suitable bidders registered in India who may be a sole proprietorship firm, a partnership firm, a company incorporated under the Companies Act in India, Limited Liability Partnership having registered office in India, for selection of a Licensee to grant the “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years”. The stations shall be provided to the Licensee on “as is where is basis”.

A Bidder may be registered Sole-Proprietorship Firm, Registered Partnership firm, Companies registered under Companies Act in India, Limited Liability Partnership, registered in India.

3.2 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 Clause 3.11 for submission of bids (the “**Bid Due Date**”).

3.3 The list of various stations available for Co-Branding rights are as follows –

Serial Number	Name of Metro Stations	Location
1	Airport Metro Station	Reach - 1
2	Automotive Square Metro Station	Reach - 2
3	Subhash Nagar Metro Station	Reach - 3
4	Bansi Nagar Metro Station	Reach - 3
5	Cotton Market Metro Station	Reach – 4
6	Telephone Exchange Metro Station	Reach – 4
7	Prajapati Nagar Metro Station	Reach – 4

Note:

- The 3D View and/or site plan of various Metro Stations as mentions above is attached below at Annexure – 4 (attached separately) for ready reference.

3.4 The RFP document, tender notice, details of station, bidding process, addendum/corrigendum, license Agreement and any other relevant document can be downloaded from e-tendering website for free. The Document can be purchased from e-tendering portal on payment of Non-refundable document fee of INR **11,800/- (Rupees Eleven Thousand Eight Hundred Only)** to be paid via online Payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website: <https://mahametrorail.etenders.in>. The bid document cost shall be paid only once irrespective of whether the bidder submits the bid for co-branding of one or more metro station.

3.5 Now, Maha-Metro intends to select suitable applicant/s (the “Bidder/s”), for awarding the co-branding rights, through an open competitive bidding process in accordance with the procedure set out in this RFP Document.

- 3.6** Bids are invited for the Project based on the highest Annual License Fee per station to be quoted in the Financial Bid (the "**Annual License Fees**"). The Bidder who quotes the **highest Annual License Fees** in their Financial Bid shall be termed as Highest Bidder for the respective station.
- 3.7** The Bidder shall along with its technical and financial proposal submit the bid security (the "**Bid Security**"). The list of metro stations being offered for licensing to grant the co-branding rights along with the required EMD/Bid Security for bid is as follows:

Serial Number	Name of Metro Stations	Location	Bid Security Amount
1	Airport Metro Station	Reach - 1	70,000.00
2	Automotive Square Metro Station	Reach - 2	71,000.00
3	Subhash Nagar Metro Station	Reach - 3	72,000.00
4	Bansi Nagar Metro Station	Reach - 3	73,000.00
5	Cotton Market Metro Station	Reach – 4	74,000.00
6	Telephone Exchange Metro Station	Reach – 4	75,000.00
7	Prajapati Nagar Metro Station	Reach – 4	76,000.00

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

- 3.8** During the bidding process, bidders are invited to examine the metro station in detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the said license including Co-branding Rights, advertisement, branding and operation & maintenance of the premises.
- 3.9** 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.
- 3.10** Any queries or request for additional information pertaining to this RFP shall be send to the following e-mail id: md.nmrcl.tenders@gmail.com. The Authority shall respond to all queries including explanation of the query in writing and shall upload the same on e-tendering portal.
- 3.11** The brief schedule of bidding process shall be as per the dates mentioned in the e-tender notice published for the said work.
- 3.12** The bids shall be valid for a period of 180 days from the Bid Due Date.
- 3.13** In case of any information/queries regarding this tender, the bidders are advised to contact:
- a. The General Manager (Town Planning)**
Maharashtra Metro Rail Corporation Ltd.
Procurement Section, 1st Floor, Metro Bhavan, VIP Road
Near Dikshabhoomi, Ramdaspath, Nagpur - 440010
 - b. The General Manager (Property Development)**
Maharashtra Metro Rail Corporation Ltd.
Property Development, 2nd Floor, Metro Bhavan, VIP Road

Near Dikshabhoomi, Ramdaspath, Nagpur - 440010

- 3.14** 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.
- 3.15** Conditional bids shall be summarily rejected.
- 3.16** Late bids (received after date and time of submission of bid) shall not be accepted.
- 3.17** Bidder should ensure that the none of the part of Financial Bid should be uploaded in anywhere in the technical section, if the bidder does so then his bid will be summarily rejected.
- 3.18** 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.
- 3.19** Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at <https://mahametrorail.etenders.in>

- 3.20** Annexure – 2: Tool Kit for using E-Tender. 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): +91-9167246753** (Helpline for online submission of bid only).

**General Manager (Town Planning)
Maharashtra Metro Rail Corporation Limited**

4. Eligibility of Bidders

4.1. Qualification of Bidders

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

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

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

- 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.

4.2. Eligibility of Bidders

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

For demonstrating eligibility of the bidder (the “**Financial Capacity**”) for each metro station., the Bidder shall be required to have any one of the following –

A. Average Annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date:

Serial Number	Name of Metro Stations	Location	Average Annual Turnover Requirement in last three financial years (Amount In lakhs)
1	Airport Metro Station	Reach - 1	50.00
2	Automotive Square Metro Station	Reach - 2	50.00
3	Subhash Nagar Metro Station	Reach - 3	50.00
4	Bansi Nagar Metro Station	Reach - 3	50.00
5	Cotton Market Metro Station	Reach – 4	50.00
6	Telephone Exchange Metro Station	Reach – 4	50.00
7	Prajapati Nagar Metro Station	Reach – 4	50.00

B. Net-Worth as on 31st March, 2023

Serial Number	Name of Metro Stations	Location	Net-worth as on 31 st March 2023 (Amount In lakhs)
1	Airport Metro Station	Reach - 1	50.00
2	Automotive Square Metro Station	Reach - 2	50.00
3	Subhash Nagar Metro Station	Reach - 3	50.00
4	Bansi Nagar Metro Station	Reach - 3	50.00
5	Cotton Market Metro Station	Reach – 4	50.00
6	Telephone Exchange Metro Station	Reach – 4	50.00
7	Prajapati Nagar Metro Station	Reach – 4	50.00

Bidders submitting bids for co-branding rights of more than one station shall have to fulfil the turnover requirement of that respective metro station for which bid is submitted.

The Bidder can quote for co-branding rights of multiple number of stations, however while checking the eligibility of the Bidder, the **Turnover / Net-Worth** shall be added for each metro station for which bids are submitted i.e. to qualify for the financial evaluation of proposal, the bidder may be required to satisfy the cumulative **Turnover / Net-Worth** as required for availing the co-branding rights of metro stations for which bids are submitted.

In case the of a new company, the company can showcase its net-worth at the close of last financial year to become eligible for participation in the tender process.

4.2.1. Eligibility Documents to be submitted along with technical bid

- i. The Bidders shall enclose with its Eligibility Proposal, to be submitted as per the formats prescribed in this Bid Document, the following:

Financial Eligibility:

- certificate(s) from its statutory auditor / Chartered Accountant specifying the Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date or the Net-worth of the Bidder as on 31st March 2023, as the case may be.
 - Bidders duly audited Financial Statements such as Cashflow Statement, 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).
- ii. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this document.

4.2.2. Other Conditions

The bidder is required to provide an affidavit/undertaking as per Bid Form – V for the following -

- (a) The Bidder is As on date of Tender submission, the Bidder must not have been barred by the Central Government / State Government or any entity Controlled by it, from participating in

any Govt. project (BOT, BOOT, DBFOT or Operations and Maintenance etc. or otherwise), and where the bar subsists as on the Bid Due Date, or has been declared by Maha-Metro as non-performer/blacklisted would not be eligible to submit its Bid.

- (b) The Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
- (c) As on date of Tender submission, Maha-Metro/MOUDD/MOUHUA/GOI/Govt. of Maharashtra must not have banned business with the bidder.
- (d) As on date of Tender submission, 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).
- (e) The Bidder should not be associated with any of the negative items as listed in Annexure – 1: Restricted activities on Maha-Metro premises.

5. Scope of the work:

5.1. General Scope of Work and Conditions for Bidders

5.1.1 The following stations are proposed to be given for Co-branding Rights.

Serial Number	Name of Metro Stations	Location
1	Airport Metro Station	Reach - 1
2	Automotive Square Metro Station	Reach - 2
3	Subhash Nagar Metro Station	Reach - 3
4	Bansi Nagar Metro Station	Reach - 3
5	Cotton Market Metro Station	Reach – 4
6	Telephone Exchange Metro Station	Reach – 4
7	Prajapati Nagar Metro Station	Reach – 4

5.1.2 The selected bidder shall have Co-branding Rights at the selected Metro stations(s) in Nagpur Metro Rail Project of Maha-Metro. The offered station/s as referred above will be provided on “as is where is basis”.

5.1.3 The bidder will be allowed to suffix his desired brand name only on all station name signage’s at the respective Metro stations i.e. The station be listed as “XYZ [Brand Name]”, where XYZ is the name of the selected metro station, however, prior same should be in accordance with the format prescribed at Annexure – 3: Format For Co-branding at Stations In Nagpur Metro Rail Project (Suffix Only). The font and size, material of signage boards etc. should match with the existing approved design and theme of Maha-Metro. The proposed installation will have to be pre-approved by Maha-Metro before installation.

The Bidder shall not be allowed to display the brand name and/or advertisement on any other signages (except the station name signages)/stickers/registers/Artwork etc. at the metro station, OCC structure or any other place.

5.1.4 The following activities shall also be permitted as a part of branding:

- The Station name shall be suffixed with brand name on all station name signage’s of respective Metro stations. The station be listed as “XYZ [Brand Name]”, where XYZ is the name of the selected metro station.
- Installing logo and neon sign (of the same brand) on top of the entrance gate of the selected station.
- The bidder shall be provided with following advertisement area for display of advertisement of the same brand whose name has been permitted for Co-branding.

Sr. No.	Name of Metro Stations	Reach	Maximum Advertisement Space available at metro station (in Sq.mt.)
1	Airport Metro Station	1	100.00
2	Automotive Square Metro Station	2	100.00
3	Subhash Nagar Metro Station	3	100.00
4	Bansi Nagar Metro Station	3	100.00
5	Cotton Market Metro Station	4	100.00

Sr. No.	Name of Metro Stations	Reach	Maximum Advertisement Space available at metro station (in Sq.mt.)
6	Telephone Exchange Metro Station	4	100.00
7	Prajapati Nagar Metro Station	4	100.00

5.1.5 The advertisement area/space as provided to bidder shall be used for advertising his own brand (specific brand alone) i.e. the brand name which has been approved for suffix with the station name under co-branding rights only.

5.1.6 The format for co-branding at stations In Nagpur Metro Rail Project is attached at Annexure – 3. The co-branding should be in line with and should not disturb the aesthetics/look of the station.

5.1.7 During the license period, the bidder shall be permitted to change the brand name and/or Logo at the station only after prior approval from Maha-Metro.

The bidder shall be allowed to change the advertising inventory at its own cost after prior written approval from Maha-Metro. However, to avoid frequent changes the specific advertisement must be displayed for a period of **at least one months**.

5.1.8 Audio advertisement in any form is not permitted and there will be no change in Maha-Metro's station (name) announcement / train announcement / notification / inside train name / or any other document due to co-branding of the station.

5.1.9 The display of name of co-branding partner shall be showcased on information display screen of the respective metro station, by way of strip display. However, such display/ strips shall not be showcased at the platform level of the respective metro station.

5.1.10 The bidder shall be permitted to use and display the logo of the brand at the selected station.

5.1.11 The bidder shall be responsible for the following activities, with respect to the co-branding rights and advertisement space made available to him:

- a) The bidder shall provide the advertisement as per their requirement, subsequent to the prior approval of Maha-Metro, as stipulated.
- b) Preparation of an advertising plan for each advertisement space which must clearly earmark exact locations and type of advertisement planned for each advertising site and other relevant details. Maha-Metro shall consider the plan with respect to Aesthetics, Operational Feasibility, Safety and Security concerns. If the part of plan is not approved by Maha-Metro, bidder is required to submit revised plan for approval. All future modifications/ revisions to approved plan shall be got approved by Maha-Metro.
- c) Designing of all advertising units / structures to complement station architecture for advertising sites.
- d) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected metro stations only and no advertisement shall be allowed on outer side of the metro stations. Advertisement spaces inside selected metro stations may include all possible spaces including staircases, escalators, platform screen doors, turnstile, frisking panels/equipment's, fixed/moveable panels, floor or roof branding, logo other than that of Maha-Metro on the roof, elevator spaces, smart posters,

visual display by electronic media (without audio), projectors/holography or any other innovative advertisement media, etc, subsequent to the approval of Maha-Metro, as stipulated. Advertisement inventory shall include smart posters, QR codes/graphics, canopy, etc to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping. Licensee is expected to provide certain display area for e-commerce at each station. The minimum chargeable area at each station shall be as per Annexure – 1.

The maximum area available for advertisements at each station shall be as per clause 5.1.4.(c). The advertisement space shall be provided on inside of the Metro Station. The Licensee shall accordingly prepare the plan for approval of Maha-Metro. The area of jurisdiction at interchange stations shall be decided by Maha-Metro and in case of any dispute regarding the area of jurisdiction at interchange stations, the decision of Maha-Metro shall be final and binding.

- e) Appoint an architect to interact with nodal representative of Maha-Metro to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- f) Operate, manage and maintain the entire advertisement plans.
- g) Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.
- h) Design of themes depicting Nagpur culture and its natural beauty and Nagpur tourism for display at the advertising sites as per the tender conditions.
- i) Create new innovative advertising opportunities including Experiential Marketing, advertisements by visual aids and smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
- j) 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.
- k) Comply with all statutory requirements in connection with License Agreement.
- l) 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.

5.1.12 The bidder shall have obligations to perform the following:

- a) Obtain all necessary approvals, permits, etc. concerned with the co-branding rights and advertisements, from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- b) Comply with all statutory requirements in connection with License Agreement.
- c) Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per License Agreement.
- d) All Applicable taxes including Municipal/Advertisement Taxes, Goods and Service tax and all other statutory dues where applicable shall be borne solely by the licensee without any contest.

- e) At present, Maha-Metro is not liable to share its revenue generated from advertisements with local bodies including Nagpur Municipal Corporation, Nagpur Improvement Trust and Nagpur Metro Region Development Authority etc. However, if Maha-Metro becomes liable to share revenue with local bodies from advertisements in future, then such revenue sharing/advertisement taxes with NMC/civic agency, if applicable/demanded will be borne by the Successful bidder separately.

5.1.13 The bidder will be responsible for installation, operation, maintenance and removal of the materials/installations made with respect to the co-branding rights tender, including but not limited to materials used for displaying brand name (of any material/neon lights), station name signages. While Maha-Metro shall provide security at stations, Maha-Metro shall not be responsible for any vandalism, theft or damage to anything/material put up/installed by Licensee on the station.

5.1.14 The bidder shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance, and removal of brand name, signages at any location of the stations. The works related to installations and removal of signages shall be done only after taking prior written permission of Maha-Metro. The branding/display plan prepared by bidder shall also be in compliance with technical parameters of **Nagpur Municipal Corporation's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India.**

5.1.15 Maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The Successful bidder shall also ensure that the installation within tendered area is not a safety hazard for Maha-Metro civil structures and public at large.

5.2. Sub- Licensing

- a. The successful bidder shall be entitled to sub-license the co-branding rights and/or advertisement spaces made available through this RFP Document with prior approval of Maha-Metro.

5.3. Execution of License Agreement

The License Agreement based on Draft License Agreement annexed at Volume – II shall be executed within 30 days of payment of 1st year's Annual License Fees, Security Deposit and any other payment as due on Licensee then.

5.4. License Tenure

- a. The co-branding rights of the said station shall be made available for a period of 05 (five) Years unless otherwise terminated by Maha-Metro or surrendered by the successful bidder, in term of provisions of License Agreement.
- b. The tenure of License Agreement shall commence from the date of providing permission to erect the branding name of company along with station name or start of commercial service date of the selected station, whichever is later.

- c. There shall be a lock in period of two (2) years from the date of commencement of License Agreement or the date of handing over of station premises for branding, whichever is later.
- d. The Successful bidder shall have option to exit from the License Agreement after completion of lock in period of 2 (two) years. For it, the Successful bidder shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after two (2) years. The exit clause shall be as per provisions of Draft License Agreement annexed as Volume - II.
- e. The tenure shall be inclusive of fitment period of 30 days.
- f. For detailed terms & conditions, kindly refer Draft License Agreement annexed as Volume – II separately.

5.5. Charging of License Fee

- a. The License fee shall be charged as per the financial proposal submitted by the bidder and shall be paid to Maha-Metro in advance on half yearly basis.
- b. The charging of license fee shall commence immediately after handing over of station premises to the Licensee for erection/installations of branding name or the commercial operations of the metro station, whichever is later and shall be charged until the termination/completion of agreement/Contract.
- c. The Annual License Fees shall be computed for Twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.
- d. The license fee shall be paid in advance, i.e. at least 15 days before the commencement of that half year. This has also been illustrated below for better understanding of licensee –

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

- e. In the event if the license tenure at the start and end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.
- f. The first payment of license fees applicable for the first six (06) months, as applicable from the date of agreement and up to the 31st day of March or October, as the case may be, shall be paid within 30 days of issuance of LOA by the Maha-Metro. The agency of Licensee fee shall be paid in accordance with the payment schedule as mentioned in the Draft License Agreement annexed as Volume – II.
- g. **The license fee shall be escalated by 10% Year-on-Year**, on compounding basis.
- h. 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 fabricate, install and commission the co-branding and advertisement spaces/panels.
- i. Along with License Fee, Licensee shall also pay other dues i.e. Goods and Service Tax, Statutory

- dues / liabilities, electricity charges, damage/ penal charges, pending arrears, etc. as applicable time to time.
- j. All other statutory taxes, statutory dues, local levies, third party dues (i.e. water, electricity consumption charges etc..) as applicable shall be charged extra and shall have to be **remitted to Maha-Metro on quarterly basis.**
 - k. The successful bidder shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure will also be applicable.
 - l. The utility charges including consumption of electricity, etc. 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. The sub-meter shall be installed by the licensee for calculating the consumption of water and electricity, if any. Necessary charges for the same shall be borne by the Licensee. The sub-meter shall be installed for licensee for calculating the consumption of electricity, if any. Necessary charges for the same shall be borne by the Licensee.
 - m. In case of default in payment of any amount due, the co-branding agency have to pay the same along with interest within 90 days of due date failing which Security Deposit shall be forfeited, and the license shall be liable for termination.
 - n. Any delay in payments of Licensee Fees shall attract interest @ SBI base rate plus 3% **or** 15% per annum, whichever is higher, on the amount outstanding (calculated on a per day basis for a maximum period of 90 days), till the time the respective payments have been received by Maha-Metro.
 - o. 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.

5.6. Fitment period

- a. The maximum fitment period of 30 days is provided for integration of the brand name with all the station name signages along with installation of signages from the date of handing over. The Fitment period shall be inclusive of tenure of license.

5.7. Registration of License Agreement

- a. 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.

5.8. Grace Period

- a. The Grace period of 30 days is proposed for the project. The Grace period shall be at the end of License tenure.
- b. The Grace period shall be free of cost i.e. no License Fee will be charged for this period
- c. If, the Licensee fails to vacate the premises within the grace period penalty of twice the prevalent monthly Licensee Fee shall be chargeable for occupation for this 30-day period. And after lapse of this 30 days grace period, Maha-Metro shall take over the goods / property treating at NIL value, even if it is under lock & key: and Maha-Metro shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty applicable in case of non-vacating of premises, the same shall be adjusted from the Interest Free Security Deposit available with Maha-Metro. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

5.9. Other Conditions

- a. If the co-branding rights partner/ bidder is requiring any Property Business space within the metro station, the selected bidder/licensee shall have first right of refusal for the property business spaces within the respective metro station of which co-branding rights is allotted to it. However, this shall be subject to participation in the tender process initiated for allotment of property business spaces and matching the highest bidder then.
- b. Security and other services:
Maha-Metro shall provide reasonable security services in the Metro Station/s. General cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by Maha-Metro may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc Maha-Metro shall not be liable for any compensation to be paid to the Licensee. However, Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.
The successful bidder shall be solely responsible for taking care of all the inventory and panels/material installed at the station premises for branding/advertisement/co-branding purpose. In the event of any theft or mishap Maha-Metro shall not be liable for any compensation to the Licensee.
- c. If during the Lease period, any loss of property and/or life takes place, the loss on account of the same shall be borne entirely by the bidder and Maha-Metro shall not be liable for any such claims. The bidder would be responsible for the payments arising out of any third-party claims. The bidder is advised to procure insurance for meeting such liabilities at his own cost.
- d. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party associated with the development and operations/maintenance of the project. All civil and criminal liability shall be the responsibility of the Licensee.
- e. The bidder shall not employ any person who is under the age of 18 years.
- f. The bidder shall not have any right to infringe the Maha-Metro premises (other than the area leased to him) and normal business, operation and commuters' facilities of Metro Rail Services.

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

h. **First Right of Refusal:**

The Successful Bidder/Licensee shall have the right of first 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.

6. INSTRUCTIONS TO BIDDERS

A. GENERAL

6.1. General terms of Bidding

- a. Scope of Bid – At the Bid Stage, Maha-Metro wishes to receive Bids comprising the following:
 - Eligibility Proposal from Bidders, in order to shortlist experienced and capable Bidders; and
 - Financial Bid comprising Annual License Fees for availing the co-branding of each metro station, from each Bidder for Project.
- b. No Bidder shall submit more than one financial quote per metro station.
- c. The Bidders are expected to carry out the surveys, investigations, and other detailed examination of the metro stations, at their own cost, before submitting their Bids.
- d. 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.
- e. The Eligibility/Technical Proposal of the Bid should be furnished only in the formats at Bid Forms I to VII attached to this Bid Document and Financial Proposal of the Bid should be furnished only in the format at Bid Form-VIII 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.
- f. The Financial Bid shall consist of an offer/ bid of Annual License Fees quoted by the Bidder for the respective metro stations, payable to Maha-Metro for undertaking the aforesaid co-branding rights in accordance with the Bidding Documents and the License Agreement.

The License Fees to be quoted by the Bidders in their Bid shall be for the co-branding rights of Stations, Advertisement rights at the station and its operation and maintenance as permitted under the License Agreement.
- g. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid as a non-responsive Bid and shall be disqualified/rejected.
- h. 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 - VIII in the name of "Financial Bid".
- i. 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.
- j. Documents mentioned to be submitted in this Bid Document to Maha-Metro are required to be submitted by the Bid Due Date.
- k. 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.

- I. This Bid Document is not transferable.
- m. Any award of this co-branding rights pursuant to this Bid Document shall be subject to the terms of Bidding Documents.
- n. 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.
- o. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

6.2. Cost of Bidding

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

6.3. Site visit and verification of information

- 6.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the Project Site and Bidders shall be deemed to have understood and ascertained for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, sewerage disposal, applicable laws and regulations, and any other matter considered relevant by them. The Authority assumes no responsibility or liability in respect thereof. Prior to carrying out Site visit, Bidder may contact the Officer-In-Charge as per details given at Clause 3.14.
- 6.3.2. Acknowledgment by Bidder - It shall be deemed that by submitting a Bid, the Bidder has:
 - a. made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents;

- b. 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 at the metro station premises, 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;
 - c. 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;
 - d. received all relevant information requested from Maha-Metro;
 - e. 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 the RFP Document above (the Bidding Process) and the entire RFP document;
 - f. satisfied itself about all matters, things and information including matters referred in the RFP Document, 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;
 - g. 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 in the RFP Document 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.
 - h. acknowledged that it does not have a Conflict of Interest; and
 - i. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 6.3.3. The Authority does not accept any responsibility and shall not be liable for any omission, mistake, inaccuracies or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Maha-Metro as their verification is the responsibility of the Bidder.

6.4. Verification and Disqualification

- 6.4.1. Notwithstanding anything contained in this Bid Document, Maha-Metro reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.
- 6.4.2. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document or the Bidding Documents and the Bidder shall, when so required by Maha-Metro, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Maha-Metro shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Maha-Metro there under. Notwithstanding anything to the contrary contained in the Bid Document, Maha-Metro may, at its sole discretion, waive

any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation or does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the Bid Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a contract; (b) that limits, in any substantial way, inconsistent with the Bidding Documents, Maha-Metro's right or the Selected Bidder's obligations under the contract; or (c) where rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.

- 6.4.3. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any-time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the 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.
- 6.4.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder/SPC has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by Maha-Metro to the Selected Bidder or the Licensee, as the case may be, without being liable any manner whatsoever to the Selected Bidder or Licensee In such an event, Maha-Metro shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to Maha-Metro under the Bidding Documents and/or the License Agreement, or under Applicable Law, or otherwise.

B. RFP DOCUMENTS

6.5. Contents of the Bid Document

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

VOLUME I - INSTRUCTION TO BIDDERS

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

BID FORMS

- BID FORM – I: Covering Letter for The Bid
- BID FORM – II: Details of Bidder
- BID FORM – III: Eligibility of the Bidder
- BID FORM – IV: Power of Attorney for signing of
- BID FORM – V: Affidavit (Duly Notarized)
- BID FORM – VI: Undertaking for Downloaded Tender Document
- BID FORM – VII: Format for Checklist BID FORM – VIII: Format for Financial Bid

ANNEXURES

- Annexure – 1: Restricted activities on Maha-Metro premises
- Annexure – 2: Tool Kit for using E-Tender
- Annexure – 3: Format For Co-branding at Stations In Nagpur Metro Rail Project (Suffix Only)
- Annexure – 4: 3D views

VOLUME II

EXHIBIT - Draft License Agreement & General Conditions of Development Agreement

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

6.6. Clarifications

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

- 6.6.2. The Authority shall endeavour 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.
- 6.6.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Maha-Metro shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or any manner be binding on Maha-Metro.
- 6.6.4. In case of any clarification or correspondence, the Officer-In-Charge to be contacted is as under:

Officer 1:

Designation: **GM (Town Planning), Maha-Metro**

Address: Procurement Section, 1st Floor, Metro Bhavan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur - 440010

Officer 2:

Designation: **GM (Property Development), Maha-Metro**

Address: Property Development, 2nd Floor, Metro Bhavan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur - 440010

6.7. Amendment of Bid Document

- 6.7.1. At any time prior to the Bid Due Date, Maha-Metro may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda.
- 6.7.2. Any Addendum issued hereunder will be uploaded on the 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 Authority for any addendum/ amendment which shall be submitted along with the Bid and will be binding on all Bidders. No separate information will be issued either by post, fax or e-mail to prospective Bidders who have purchased the Bid Document.

C. PREPARATION AND SUBMISSION OF BIDS

6.8. Format and Signing of Bid

- 6.8.1. Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. 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.

- 6.8.2. The Bidder shall provide all the information/ documents sought under this Bid Document by way of online submission of scan copy of 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. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects, as well as duly signed for submission. Incomplete and /or conditional Bids shall be liable to rejection.
- 6.8.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed by the authorised signatory of Bidder. The Bid shall be page numbered.

6.9. Submission of online bid.

- 6.9.1. The bid is to be submitted electronically through E-Tendering of Maha-Metro E-Tender portal <https://mahametrorail.etenders.in>.
- The Bid shall be uploaded under two heads – Technical Bid and Financial Bid.
 - The Bidders will be required to fill up formats for Technical Bid; scanned it and upload the same along with all supporting documents under head Technical Bid.
 - The Bidder shall submit the Financial Bid in the Financial/ Commercial Bid option available online.
 - The contents of Technical Bid and Financial Bid shall be as mentioned in Clause 6.10 below

6.10. Contents in BID

- 6.10.1. The Technical Proposal should be uploaded in the “**Technical option**” available on the online e-tendering portal and should contain the following:
- The receipt/ proof of payment of Bid Document Fee.
 - The receipt/ proof of payment of Bid Security.
 - The duly filled Checklist as per the format at Bid Form-VII;
 - Duly signed Bid Document including Volume-I & II;
 - Covering Letter for Bid in the prescribed format (Bid Form-I) along with Bid Forms – II to VI
 - Power of Attorney for signing the Bid as per the format at Bid Form-IV;
 - Copies of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership firm then a copy of its partnership deed and other charter documents, PAN card etc., as the case may be; and
 - Bidder’s duly audited Financial Statements such as Cashflow Statement, 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).
 - The Financial Bid should be uploaded in the “**Financial**” Section available on the online e-tendering portal and shall be submitted as per Bid Form-VIII.

6.11. E-Tender Submission

A. Technical Package:

- 6.11.1. The Technical Package shall be submitted in “Commercial Section” on E-Tender Portal of Maha-Metro.
- 6.11.2. The Bidder shall submit/ upload (through digital signature on e-tender portal of Maha-Metro) in the “Technical Package” / “Technical Section”.
- 6.11.3. Bidder shall first download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender using his DSC (i.e. DSC of POA/ DSC of authorized person/Owner) read & examine the document & process carefully.
- 6.11.4. For submission of Tender Document and Corrigendum, a 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 and its clauses. By clicking on the tick (✓) the bid documents & corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- 6.11.5. If the bidder has completed the submission process of his bid before due date & time of submission and in the meantime, employer issue a corrigendum, in this circumstance the bidder has to re-submit his bid by “clicking tick (✓)” 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.
- 6.11.6. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- 6.11.7. All other enclosure (Physically Signed by authorized person) as per requirement of Bid Document, described in various sections of Bid Document may be attached at appropriate Technical Template or “Additional Document” section of “Technical Envelope/Section” of E-Tender Portal.
- 6.11.8. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- 6.11.9. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Section / Technical Envelope of E-Tender Portal.
- 6.11.10. Each entity of Technical Section / Technical Envelope have a capacity to upload a document of 10 MB.
- 6.11.11. If any enclosures is more than 10 MB, it may be split by bidder to the size of 10 MB or less & proceed further for up loading in Technical Section / Technical Envelope.
- 6.11.12. If the technical enclosures are more in numbers than the fixed entity of Technical Section / Technical Envelope. Bidders have option to upload any number of documents in “Additional Document” section of “Technical Envelope/ Technical Section” of E-Tender Portal.
- 6.11.13. No information pertaining to “Financial Bid” shall be uploaded or disclosed anywhere in “Technical Bid” Technical Section/ Technical Envelope of E-Tender Portal.
- 6.11.14. All up-loaded enclosures should bear page numbers and Indexed properly. The first file uploaded by the bidder in the technical section shall be “Index of Enclosures”

B. Financial Package

- 6.11.15. The Financial Package to be **submitted in “Financial Section”** on E-Tender Portal of Maha-Metro.
- 6.11.16. The Financial bid / Price bid shall be filled online in Financial Section / Financial Envelope of E-Tender Portal. However, in certain cases the BOQ may be required to fill manually & scanned copy may require to be uploaded on Financial Envelope / Financial Section of E-Tender Portal of Maha-Metro.
- 6.11.17. Bids submitted by hard copy, fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 6.11.18. It is to be noted that the Financial Bid shall be submitted in the **“Financial”** section only. In the event if the financial bid is submitted in the **“Technical”** Section of the online e-tendering portal, the bids shall be summarily rejected.
- 6.11.19. The Successful Bidder shall have to submit the original Power of Attorney for signing the bid before signing of License Agreement;

6.12. Bid Due Date

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

6.13. Modifications/ Substitution/ Withdrawal of Bids

- 6.13.1. As the bid process is through e-tendering portal of Maha-Metro only, any amendment/ modification/substitution of bid can be done by going back into the Re-work option of the e-tender portal prior to the submission of bid.
- 6.13.2. Withdraw of already uploaded & submitted bid is not possible.
- 6.13.3. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date & time.

- 6.13.4. The bidder should further note that in case the bidder deposited the Bid Security through the e-tender portal & choose not to participate in the bid further, in this case the already deposited bid security amount shall be refunded only after completion/annulment of entire bid process for the proposed project.

6.14. Rejection of Bids

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

6.15. Validity of Bids

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

6.16. Confidentiality

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

6.17. Correspondence with the Bidder

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

D. BID SECURITY

6.18. Bid Security

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

Serial Number	Name of Metro Stations	Location	Bid Security Amount
1	Airport Metro Station	Reach - 1	70,000.00
2	Automotive Square Metro Station	Reach - 2	71,000.00
3	Subhash Nagar Metro Station	Reach - 3	72,000.00
4	Bansi Nagar Metro Station	Reach - 3	73,000.00
5	Cotton Market Metro Station	Reach – 4	74,000.00
6	Telephone Exchange Metro Station	Reach – 4	75,000.00
7	Prajapati Nagar Metro Station	Reach – 4	76,000.00

6.18.2. Bidders submitting bids for co-branding rights of more than one metro station shall be required to submit bid security/EMD applicable for each metro station for which bid is submitted.

6.18.3. The Bid Security can also 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>. The Application shall be summarily rejected if it is not accompanied with bid security.

6.18.4. The Authority shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free.

6.18.5. The refund of Bid Security shall be through the online portal <https://mahametrorail.etenders.in>.

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

6.18.7. The Bid Security of Successful Bidder shall be retained by Maha-Metro till the submission of submission of Security Deposit and signing of the License Agreement.

6.18.8. The Selected Bidder's Bid Security will be adjusted in the Security Deposit, upon submission of balance amount of Security Deposit in accordance with the provisions thereof.

6.18.9. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that Maha-Metro will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Bid Document. No relaxation of any kind on Bid Security shall be given to any Bidder.

6.18.10. **Forfeiture of Bid Security-** The Bid Security shall be forfeited and appropriated by Maha-Metro as mutually agreed genuine pre-estimated compensation and damages payable to

Maha-Metro for, inter alia, time, cost and effort of Maha-Metro without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise, under any of the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- b. If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
- c. If a Bidder imposes any condition within the Bid validity period or the extended period;
- d. If bidder submits any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & forfeiture of EMD / Bid Security (Partial of full).
- e. In the case of Selected Bidder, if it fails within the specified time limit:
 - I. to sign and return the duplicate copy of LOA unconditionally;
 - II. to sign the License Agreement as per the draft License Agreement, without imposing any conditions; or
 - III. to furnish the Security Deposit; or to deposit the first Years Annual License Fees; or
- f. In case the Selected Bidder, before signing the License Agreement, commits any breach hereof.

6.19. Security Deposit

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

Serial Number	Name of Metro Stations	Location	Security Deposit
1	Airport Metro Station	Reach - 1	Rs.15,00,000/- or Amount equivalent to Last Year's / Final Year's of Annual License Fees as quoted by Bidder, whichever is higher for each metro station
2	Automotive Square Metro Station	Reach - 2	
3	Subhash Nagar Metro Station	Reach - 3	
4	Bansi Nagar Metro Station	Reach - 3	
5	Cotton Market Metro Station	Reach - 4	
6	Telephone Exchange Metro Station	Reach - 4	
7	Prajapati Nagar Metro Station	Reach - 4	

6.19.2. The Security Deposit shall be Rs.15,00,000/- or Amount equivalent to Last Year's / Final Year's Annual License Fees as quoted by Bidder, whichever is higher for each metro station. The Security Deposit shall be retained for the period equivalent to "entire tenure of co-branding rights plus six months".

The Security Deposit shall be submitted as minimum 25% of Annual License Fees in the form of Cash/Account payee demand draft/NEFT/RTGS and 75% in the form of Bank Guarantee.

The Security Deposit shall be refunded after the end of “entire tenure of co-branding rights plus six months”.

- 6.19.3. 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.
- 6.19.4. The EMD/ Bid Security already submitted with bid shall be adjusted with the Security Deposit, in case of successful bidder. Balance amount shall be paid by successful bidder in form of Demand Draft payable in the name of “Maharashtra Metro Rail Corporation Limited”.
- 6.19.5. Maha-Metro reserves the right for deduction dues from Licensee’s Interest Free Security Deposit for: -
- a. Any penalty imposed by Maha-Metro for violation of any terms and conditions of agreement committed by the Licensee.
 - b. Any amount which Maha-Metro becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - c. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d. Any outstanding payment/ claims of Maha-Metro remained due after completion of relevant actions as per agreement.

E. EVALUATION OF BIDS

6.20. Opening and Evaluation of Bids

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

- 6.20.1. The Technical Envelope / Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening at the office of GM/Town Planning, Maharashtra Metro Rail Corporation Ltd., Procurement Section, 1st Floor, Metro Bhavan, 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.
- 6.20.2. 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.
- 6.20.3. After evaluation of Technical Bid received electronically via E-Tender portal of Maha-Metro, the Financial/ Commercial Package/ Envelope of bid of technically successful bidder only shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).
- 6.20.4. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.

- 6.20.5. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document.
- 6.20.6. 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.
- 6.20.7. 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.
- 6.20.8. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 6.20.9. 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.
- 6.20.10. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

6.21. Tests of responsiveness

- 6.21.1. 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
- 6.21.2. Similarly, prior to evaluation of Financial Bids, Maha-Metro shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if:
 - (a) it is received as per the format at Bid Form-VII;
 - (b) it is signed, sealed and marked as stipulated; and
 - (c) it does not contain any condition or qualification.
- 6.21.3. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Maha-Metro in respect of such Bid. The decision of Authority on the responsiveness of the Bid shall be final, conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever.

- 6.21.4. To facilitate checking the responsiveness and evaluation of Bids, Authority may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Authority for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.
- 6.21.5. No Bidder shall have the right to give any clarification unless asked for by Authority or to request either Authority and/or MOR and/or any ministry or department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.

6.22. Contacts during Bid Evaluation

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

6.23. Bidding process

- 6.23.1. 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 Co-branding rights at selected metro station of Nagpur Metro Rail Project and advertisement rights on pre-identified area of the same station wherein co-branding rights are granted. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the “**Bid**”) against this RFP in a single step only.
- 6.23.2. 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.
- 6.23.3. At the end of the Qualification Step, Maha-Metro expects to announce short-listed qualified bidders (the “**Qualified Bidders**”).
- 6.23.4. 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.***
- 6.23.5. In the event that two or more Bidders quote the same Annual License Fees (the “Tie Bidders”), Maha-Metro shall identify the Selected Bidder based on the turnover/net-worth of the Bidder. The Bidder whose Turnover/net-worth is more shall be termed as Highest Bidder.
- 6.23.6. In this RFP, the term “**Highest Bidder**” shall mean the Bidder quoting the ‘Highest Annual License Fees’ for availing the co-branding rights of selected/respective metro station, as payable to the authority. The Bidder shall quote separately for metro station. The evaluation

of financial proposal submitted to the authority shall be assessed separately for each station. The Bidder can quote for any number of station/s, however, the Bidder quoting the Highest Annual License Fees for the metro station/s shall be declared as highest bidder for the respective metro station.

- 6.23.7. Generally, the Selected Bidder for each station shall be the Highest Bidder for that respective metro station. 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.
- 6.23.8. 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.

6.24. Communication of Award

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

6.25. Execution of License Agreement

- (a) The Selected Bidder shall be required to appear in person at the office of Maha-Metro or concerned Officer In Charge for this Project, as the case may be, or if the Bidder is a firm, a duly authorized representative shall so appear and execute the License Agreement within 45 (Forty Five) days of issue of LOA by Maha-Metro after fulfilling following conditions –
- i. Acknowledgement of Letter of Award issued by Maha-Metro, within 10 (ten) days of its receipt by signing and returning its duplicate copy to Maha-Metro;
 - ii. Payment of annual license fees as applicable for the first year of operations.
 - iii. Payment of appropriate Stamp duty as applicable for signing of License Agreement.
 - iv. Submission of appropriate value Stamp paper for signing of agreement.
 - v. Submission of Security Deposits.
- (b) The License Agreement, in terms of this Bid Document, shall be executed in single copy. The Original duly registered License Agreement will be retained by Maha-Metro and the colour

copy of the agreement shall be handed over to the Licensee for further reference. The License Agreement is required to be executed by the Bidder as per specimen specified in **Volume – II** of this Bid Document.

- (c) The stamp duty and registration fees for the License Agreement, if required under Applicable Laws, shall be borne and paid by the Licensee.
- (d) In case of delay in signing the License Agreement either on account of delay in fulfilling the above conditions within the specified time limit or otherwise, Authority may extend the period specified above, for a maximum period cumulatively not exceeding 90 (Hundred) days from the LOA.
- (e) Failure to fulfil any of the conditions specified hereinabove shall constitute a breach of the contract submitted by the Bidder in which case the full value of the Bid Security shall stand forfeited without prejudice to any other rights or remedies & the LOA shall be treated as cancelled.
- (f) In the event the Selected Bidder refuses to execute the License Agreement as hereinabove provided, Authority may at its sole discretion, conclude that such Bidder has abandoned the contract and thereupon its Bid, LOA and acceptance thereof shall be treated as cancelled and Authority shall be entitled to forfeit the full amount of the Bid Security and/or security deposit or any other payments made by the Licensee, as damages for such default.
- (g) Schedule of Various Stages: The Selected Bidder shall have to follow the following timelines:

Stage of Activity	Time Period
Issuance of Letter of Award form Maha-Metro	Within 15 days of acceptance of proposal from the authority.
Acknowledgement of Letter of Award by the Selected Bidder	Within 10 (ten) days of issuance of Letter of Award
Payment of Security Deposit to Maha-Metro	to be submitted within 30 days from the date of acceptance of LoA. by the Successful Bidder.
Payment of Annual Licence Fees to Maha-Metro by Licensee.	within 30 days from the date of acceptance of LoA. by the Successful Bidder.
Signing of Licence Agreement	Within 15 days from the date of deposition of Annual License Fees, and Security Deposit.
Station Area to be handed over to Selected Bidder for designing concept and installation	Within 7 days of signing of License Agreement.
Commencement of License Period	Immediately after signing of License Agreement <u>or</u> the date of handing over of station for co-branding purpose, whichever is later.

7. FRAUD AND CORRUPT PRACTICES

- 7.1 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.
- 7.2 Without prejudice to the rights of Maha-Metro under Clause 7.1 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.
- 7.3 For the purposes of this Clause 7, the following terms shall have the meaning hereinafter respectively assigned to them:
- 7.3.1 **“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.

8. PRE-BID CONFERENCE

- 8.1 Pre-Bid conferences of the Bidders shall be convened as per the Schedule of Bidding Process, at the date, time and place as mentioned in Clause 3.11 of the RFP Document. Maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 8.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Maha-Metro. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
- 8.3 Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.
- 8.4 The Authority, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.
- 8.5 The replies to queries shall be uploaded on website '[https://mahametrorail.etenders.in.](https://mahametrorail.etenders.in)' of Maha-Metro as per the Schedule of Bidding Process along with amendments, if any.

9. MISCELLANEOUS

- 9.1.** 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.
- 9.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to 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.
- 9.3.** 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.
- 9.4.** 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.
- 9.5.** If a Bidder finds discrepancies in or omissions in any of the Bid Forms or if it is in doubt as to their meaning, it should at once notify Maha-Metro on or before the date specified by Maha-Metro for pre-bid queries, which may send written instructions to all Bidders. It shall be understood that every endeavour shall be made to avoid any error which can materially affect the basis of the Bid and the successful Bidder shall take upon itself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on this account thereof.

BID FORMS

(On the Letter Head of the Bidder)

BID FORM – I: Covering Letter for The Bid

Bid Document No.:

Dated:

To,

The GM/Town Planning

Maharashtra Metro Rail Corporation Limited

(Nagpur Metro Rail Project)

Procurement Section, 1st Floor, Metro Bhavan,

VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur - 440010

Sub: Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”

Dear Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid licensing the co-branding rights at selected metro stations of Nagpur Metro Rail Project. The Bid is unconditional and unqualified.

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 to supplement 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 you 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 various stations of Nagpur Metro Rail Project. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Maha-Metro or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
 9. I/ We offer due Bid Security to Maha-Metro in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender Document, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
 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.

15. I/ We hereby submit bid documents i.e. tender documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

16. I / We declare that the submitted tender documents are same as available on.....
I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing, and all pages are legible and indelible. I / We have properly and carefully submitted the Tender Documents. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at <https://mahametro rail.etenders.in>, Maha-Metro shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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:

1. 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.
2. Maha-Metro at its sole discretion may accept or reject the response of any respondent without assigning any reason thereof. The decision of Maha-Metro in matters of selection of station names should be final and binding.
3. EMD/Bid Security has to be submitted while submitting the bid for each metro station. In case the EMD/Bid Security submitted is not in accordance with the Bid Security requirements of the tender documents, then the offer submitted shall be summarily rejected.

Enclosed:

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

BID FORM – II: Details of Bidder

(To be filled by Bidder)

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”

I. Details

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

II. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities in this Project:

III. 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) E-Mail Address:
- (g) Fax Number:

IV. Particulars of the Authorised Signatory of the Bidder:

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

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder)

BID FORM – III: Eligibility of the Bidder

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”

A. For Bidder’s fulfilling the Turnover Criteria

(In Rs. Lakhs)

Name of Bidder	Turnover of Bidder		
	Year (2022-23)	Year (2021-22)	Year (2020-21)
Bidder			
Aggregate Turnover for last three financial years			
Average Annual Turnover			

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

(In Rs. Lakhs)

Name of Bidder	Net-Worth of Bidder
	As on 31 st March, 2023
Bidder	

(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 4.2 of the RFP Document.

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) be certified/audited by a statutory auditor/Chartered Accountant;
 - (b) be complete, including all notes to the financial statements; and
 - (c) 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.

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

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”

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

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

Know all men by these presents, I/We, {.....} (insert name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of {.....} and presently residing at {.....}, who is presently employed with me/us and holding the position of {.....}, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Bid for the **Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”**, proposed by Maha-Metro (the “Authority”) including but not limited to signing and submission of the Bid and all other documents and writings, participate in Bidders’ and other conferences and providing information/responses to 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, name, designation, and address of the Attorney)

Witnesses:

- 1.
- 2.

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

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:

Instructions:

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

BID FORM – V: Affidavit (Duly Notarized)

(To be given on Stamp Paper of appropriate value)

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

1. I say that I am the authorised signatory of(insert name of company/Bidder) (hereinafter referred to as “Bidder”) and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our eligibility for Maharashtra Metro Rail Corporations’ (hereinafter referred to as “Maha-Metro”) Tender Document for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years” and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by Maha-Metro to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by Maha-Metro.
4. I say that if any point of time including the License period, in case Maha-Metro requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of Maha-Metro within time stipulated by them.
5. I/we do hereby undertake that as on date of Tender submission that neither Maha-Metro/MOUD/Maharashtra Govt. has banned business with the bidder nor any Central/State Government Department/PSU/Other Government entity or local body have banned business with the us (bidder) which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce)”
6. I/we do hereby undertake that as on date of Tender submission, I/we have not have been barred by the Central Government / State Government or any entity Controlled by it, from participating in any Govt. project (BOT, BOOT, DBFOT or Operations and Maintenance etc. or

otherwise), and where the bar subsists as on the Bid Due Date, or has been declared by the respective authority as non-performer/blacklisted would not be eligible to submit its Bid.

7. I/we do hereby undertake that, I/we during 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 us, 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 us.
8. I/we do hereby undertake that as on date of Tender submission, Maha-Metro/MOUDD/MOUHUA/GOI/Govt. of Maharashtra has not banned business with the us (bidder).
9. I/we do hereby undertake that, I/we are not associated with any of the negative items as listed in

10. Annexure – 1: Restricted activities on Maha-Metro premises.
11. 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.
12. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:

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

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

DEPONENT

BID FORM – VI: Undertaking for Downloaded Tender Document

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”

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

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

Company Seal:

BID FORM – VII: Format for Checklist

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”

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

S. No.	Item	Checked by Bidder	Remarks of Maha-Metro
TECHNICAL ENVELOPE			
1	Bid Security		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 etc.		
3	BID FORM - III: Eligibility of The Bidder		
3a.	Duly supported by Certificate from Chartered Accountant / Statutory Auditor		
3b.	Financial Documents such as Balance Sheet and Profit and Loss Account for last three financial years.		
3c.	ITRs for last three financial years.		
4	BID FORM - IV: Power of Attorney for Signing of Bid		
	Board Resolution/Partners Resolution		
5	Bid Form-V: Affidavit For not being barred		
6	Bid Form VI: Undertaking for Downloaded Tender Document		
7	Bid Form-VII: Checklist		
8	Additional Documents		

NOTE:

1. All the documents should be uploaded online
2. All pages to be numbered serially;
3. Each page of the document to be 63initialled in Blue ink by the Authorized Signatory.

Yours faithfully,

Date

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

BID FORM – VIII: Format for Financial Bid

Bid Document No.:

Dated:

To,

The GM/Town Planning

Maharashtra Metro Rail Corporation Limited

(Nagpur Metro Rail Project)

Procurement Section, 1st Floor, Metro Bhavan,

VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur - 440010

Subject: Financial Bid for “Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years.”

The Financial Bid for Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years is to be filled in the Bill of Quantity (BOQ) format available on

Name of the Tender: RFP for Licensing of Co-Branding Rights of Selected Metro Stations of Nagpur Metro Rail Project, for a period of 05 years

Period of License: Ten (05) years, with lock-in period of 2 (two) years.

I / We hereby offer the following Amount of fixed Annual License Fee in Rupees for Co-branding Rights for the Selected Metro Station as specified below, payable to Maha-Metro as per terms and conditions of this tender.

Sr. No.	Station Name	Location	Amount of Annual License Fee (in Rupees for each station)	
			Fees for availing co-branding rights of metro station along with advertisement rights for area inside of metro station, in 1 st (First) (base) year	
			Financial Quote for Annual License Fees for the station (in figure)	Financial Quote for Annual License Fees for the station (in words)
1	Airport Metro Station	Reach - 1		
2	Automotive Square Metro Station	Reach - 2		
3	Subhash Nagar Metro Station	Reach - 3		
4	Bansi Nagar Metro Station	Reach - 3		
5	Cotton Market Metro Station	Reach – 4		
6	Telephone Exchange Metro Station	Reach – 4		
7	Prajapati Nagar Metro Station	Reach – 4		

Note: The advertisements and branding shall be in accordance with the factors as mentioned in Annexure – 1: Restricted activities on Maha-Metro premises.

- (a) I/We shall pay to Maha-Metro a License fees as quoted above along with applicable taxes/GST for the co-branding of the respective metro station, payable on yearly basis for a period of 05 years from the date of handover of the metro station for co-branding purpose.
- (b) The recurring payments such as license fees shall be escalated by 10% every year on compounding basis for the entire of license period.
- (c) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.
- (d) The electricity charges shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality.
- (e) All statutory taxes, local levies, statutory dues, etc. except property tax, as applicable from time to time shall be levied additionally.

I/We shall submit the interest free security deposit as requested within 30 days of date of the LOA along with the advance license fee for the first 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.

I/We agree that the license period shall commence from the date of possession of the station for co-branding purpose or the date mentioned in letter or notice for taking over possession of advertisement space, as and when the same is communicated by Maha-Metro to do so. Failure in taking possession shall amount to deemed hand over and License fee and other dues shall commence immediately after expiry of fitment period of 30 days from the date of handing over the advertisement space(s).

I/We confirm that I/We have read and understood the rules and regulations regarding the bidding process for co-branding of the metro station and O&M of advertisement space as per 5.1.4 (c), inspected the various conditions as present in the site and have also inspected the physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the license as per the terms and conditions contained herein in this bid documents.

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

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

Signatory/Authorized signatory

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

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____

Annexures

Annexure – 1: Restricted activities on Maha-Metro premises and Factors Governing Selection of Permissible Advertisements

A. Restricted activities on Maha-Metro premises

1. The licensee is not permitted to display, post or place any of the below stated content and/or material on metro stations assets and premises:
 - Usage of any kind of combustible material shall not be permitted on entire Maha-Metro Station premises.
 - Any material or information that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations.
 - Advertisements, posters or other displays that promote or oppose candidates for elective offices, political campaign material, petitions or directly relate to issues of public debate on economic, political or social issues.
 - Naming of stations in the name of person/s either living or dead and parties should not be allowed. The branding/co-branding of station should be in the name of brand/product/company and not any person/s or individual.
 - Advertisements and images soliciting or promoting the sale or use of alcoholic beverages and tobacco products.
 - Any material or information that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
 - Obscene and offensive content: “Obscene” means displays or information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner nudity as sexual conduct and which, taken as a whole, does not have serious literary, artistic or scientific value, or otherwise qualifies as vulgar or indecent. “Offensive” means display of information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that portrays individuals as inferior, evil or contemptible because of their race, colour, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, sexual orientation or any other characteristic protected under the Fundamental Rights defined by Constitution of India.
 - Any content that threaten or adversely affect the public image of the Maha-Metro/ State/ Central Government or Maha-Metro’s ability to operate its facilities or the Maha-Metro’s ability to attract and maintain the patronage of passengers.
2. Permitting any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of licensed facilities.
3. Causing structural damage to the station structure, facilities or any other permanent structure.
4. Installation of idols/statues shall not be permitted anywhere within the station premises
5. Commercial activity is not allowed beyond the spaces designated for the such activities by Maha-Metro.

6. The audio advertisement in any form is not permitted and there will be no change in the respective Metro's station announcement / train announcement / notification / inside train name / or any other document due to co-branding of the station.
7. The mandatory signage as required for metro rail project shall be kept unchanged. No branding shall be permitted on the mandatory signage.
8. List of negative products.
 - Product/services propagating racial, community or ethnic differences.
 - Drugs, alcohol, cigarette or tobacco items etc
 - Product/services having sexual overtone.
 - Product/services related to animal cruelty.
 - Lottery tickets, sweepstakes entries, slot machines and related product
 - Weapon and related items (such as firearms, firearm parts and magazines, Ammunition, explosive items etc.)
 - Any other product banned by State and Central Govt. from time to time.

B. 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) Any type of audio / video advertisement shall not be allowed.
- g) All advertisement creative has to be approved by Maha-Metro before display.

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 – 2: Tool Kit for using E-Tender

(Tool Kit for using E-Tender Portal of Maha-Metro)

TENDERING PROCEDURE

A] Tender Forms.

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

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

i. Enrolment of Contractors on Electronic Tendering System:

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

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

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

ii. Obtaining a Digital Certificate:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Preparation of online Briefcase:

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

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

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

ii. Online viewing of Detailed Notice Inviting Tenders:

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

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

iii. **Download of Tender Documents:**

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

iv. **Online Submission of Bid:**

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash component Payment of EMD, which bidder has to pay online using any one online pay mode as **RTGS, NEFT, Debit Card, Credit Card & Net Banking** through payment gateway of E-Tender Portal. For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid. *
- d. Bidder have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- g. **For submission of Tender Document and Corrigendum, Tick (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. By clicking the tick (v) 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 these circumstances the bidder has to re-submit his bid by “clicking tick (v)” 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 download 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 wilfully 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 – 3: Format For Co-branding at Stations In Nagpur Metro Rail Project (Suffix Only)

नागपूर मेट्रो
स्टेशनचे नाव

Maha-Metro Logo

Nagpur Metro station
Name

ब्रँडचे नाव

Brand Logo

Brand Name

Annexure – 4: 3D views

Annexure Attached Separately

Annexure – 5: Examples showing Co-branding Rights of various Metro Stations

Annexure Attached Separately