

# MAHARASHTRA METRO RAIL CORPORATION LTD.

(Nagpur Metro Rail Project)

## REQUEST FOR PROPOSAL (RFP)

FOR

**Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.**

Tender Number - N1PD-17/2019



**December 2019.**

**MAHARASHTRA METRO RAIL CORPORATION LTD.**

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

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

## Disclaimer

### **The Bid Documents for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 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><b>महा मेट्रो</b> <b>NAGPUR METRO</b></p>	<p align="center"><b>E-TENDER NOTICE</b>  <b>MAHARASHTRA METRO RAIL CORPORATION LTD</b>  <b>(Nagpur Metro Rail Project)</b>  (A joint venture of Govt. of India &amp; Govt. of Maharashtra) "Metro House", 28/2, CK Naidu Marg, Anand Nagar, Civil Lines, Nagpur-440001  e-mail: <a href="mailto:md.nmrcl.tenders@gmail.com">md.nmrcl.tenders@gmail.com</a>  <b>Website:www.metrotrainagpur.com</b>  Telefax:0712-2554217</p>
<p><b>Tender Notice No.: N1PD-17/2019</b> <span style="float:right"><b>Date: 29/11/2019</b></span></p>	
<p><b>Name of work:</b></p>	<p>Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.</p>
<p><b>KEY DETAIL:</b></p>	
<p><b>License Period:</b></p>	<p><b>09 Years</b> from the date of signing of License Agreement, inclusive of applicable fitment period.</p>
<p><b>Documents on sale:</b></p>	<p>Documents can be downloaded from <b>17.00 hrs.</b> of <b>03.12.2019</b> to <b>16.00 hrs.</b> of <b>03.01.2020</b> from MAHA-METRO's e-tender Portal.</p>
<p><b>Cost of documents:</b></p>	<p><b>INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only)</b>  non-refundable (inclusive applicable taxes) though e-payment by Credit Card/Debit Card/Net Banking as per procedure given in e-tender portal</p>
<p><b>Pre-bid Meeting:</b></p>	<p><b>17.12.2019 at 11.00 hours</b> at Metro House, 28/2, Anand Nagar, Civil lines, Nagpur 440001</p>
<p><b>Last date of submission of queries for Pre-bid.:</b></p>	<p>Till <b>16.00 hrs</b> on <b>17.12.2019</b> at Email: <a href="mailto:md.nmrcl.tenders@gmail.com">md.nmrcl.tenders@gmail.com</a></p>
<p><b>Tender Security:</b></p>	<p>To be paid online through Net Banking/RTGS/NEFT/Credit Card/Debit Cards.  <b>Refer Clause 6.18 of the Bid Document.</b></p>
<p><b>Date &amp; Time of submission of Tender:</b></p>	<p>Online submission up-till <b>16.00 hrs.</b> on <b>03.01.2020</b> at MAHA-METRO's e-tender portal.</p>
<p><b>Date &amp; Time of Opening of Tender:</b></p>	<p>On <b>03.01.2020</b> at <b>16.30 hrs.</b> or as decided by the Maha-Metro at "Metro House, 28/2, Anand Nagar, Civil lines, Nagpur 440001"</p>
<ol style="list-style-type: none"> <li>1. Sale of document, e-payment procedure, submission and other details are available on Maha-Metro tender portal under section in e- tenders <a href="https://mahametrorail.etenders.in">https://mahametrorail.etenders.in</a></li> <li>2. To view this tender notice, interested Agencies may visit the Maha-Metro website "<a href="http://www.metrotrainagpur.com">www.metrotrainagpur.com</a>".</li> <li>3. The bidder shall bear all costs associated with the preparation and submission of the bid. Maha-Metro, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</li> </ol>	

**Executive Director/Procurement,**  
**MAHA-METRO, (Nagpur Metro)**

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## 1. INTRODUCTION

### 1.1. Brief Background

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

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

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

In view of above, Maha-Metro has developed certain commercial spaces at various levels of Metro Stations. Now, Maha-Metro decides for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years”. The Reach - 1 line is the North-South Line of Nagpur Metro Rail Project. The terminal stations of the line are Khapri Metro Station near Mihan and Sitaburdi Metro Interchange Station in the centre of the City.

1.1.3. Through this Bid MAHA-METRO intends to select one or more ‘Licensee/s’ to take up the said Built-up areas on ‘License basis’ as listed in Annexure-1 and shown in Annexure-3. The stations are in close vicinity of residential and commercial areas of the Nagpur City.

1.1.4. Maha-Metro has, therefore, decided to carry out the bidding process for selection of a private entity as the bidder to whom the commercial space may be awarded. The proposed built-up space in this bid, shall be provided to successful bidder/s on license basis for a period of 09 Years. The project shall include refurbishing/finishing, operation and maintenance of property business space at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station (as earmarked in key plans) for a period of 09 Years.



Brief details of the separate units of commercial space available in the station are as follows:

Sr. No.	Station Name	Property Business Space Number	Level/Floor	Location	Area
					(In Sq. Mts.)
1	Khapri Metro Station	KHP/PD-01	Mezzanine Level	Unpaid	210.86
2	Khapri Metro Station	KHP /PD-04	Mezzanine Level	Unpaid	196.55
3	New-Airport Station	NAP/PD-01	Road Level	Unpaid	101.27
4	Airport Metro Station	NAO/PD-01	Road Level (301.22 sqm)	Unpaid Area	615.42
		NAO/G-02	Basement (314.20 Sqm)		
5	Airport Metro Station	NAO/PD-05	Concourse Level	Unpaid Area	126.88
6	Airport Metro Station	NAO/PD-06	Concourse Level (399.50 Sqm)	Unpaid Area	543.34
		NAO/G-03	Basement (143.84 Sqm)		
7	Jaiprakash Nagar Metro Station	JIN/PD	Road Level	Unpaid Area	188.00
8	Jaiprakash Nagar Metro Station	JIN/PD-05	Concourse Level - 2	Unpaid Area	1189.36
9	Jaiprakash Nagar Metro Station	JIN/PD-07	Concourse Level - 3	Unpaid Area	800.00

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

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

## 2. Notice Inviting Bid

- 2.1 Maha-Metro invites open E - Tenders from suitable bidders who may be a sole proprietorship concern, a partnership firm or a company having registered office in India for selection of a Licensee to grant licensing of built-up spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station on the Reach-1 of Nagpur Metro Rail Project on *“as is where is basis”*. The allotted built-up spaces can be utilised for commercial activities other than the banned list of usages as detailed in **Annexure – 2**.
- 2.2 MAHA-METRO shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by Maha-Metro pursuant to this RFP as modified, altered, amended and clarified from time to time by Maha-Metro, (collectively the “Bidding Documents”) and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in the e-tender notice published, for submission of bids (the **“Bid Due Date”**).
- 2.3 The site plan of Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station is attached below at Annexure – 3 for ready reference.
- 2.4 The RFP document, tender notice, details of space available, bidding process, addendum/corrigendum, license Agreement and any other relevant document can be downloaded from e-tendering website on payment of Non-refundable document fee of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only)** ((inclusive of applicable GST) to be paid via online Payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website: <https://mahametrorail.etenders.in>. The bid document cost shall be paid only once irrespective of whether the bidder wishes to submit the bid for one or more built-up spaces.
- 2.5 Now, Maha-Metro intends to select suitable applicant/s (the “Bidder(s)”), for awarding the Project, through an open competitive bidding process in accordance with the procedure set out in this RFP Document.
- 2.6 Bids are invited for the Project based on of the License Fees per Sq. Mt. per month to be quoted in the Financial Bid (the **“License Fee per sqm per month”**). The Bidder who quotes the **Highest License Fee per sqm per month** in their Financial Bid shall be termed as Highest Bidder, for the respective Property Business Space. In case the bidder applies for more than one space, the financial evaluation shall be done separately for each space.
- 2.7 The Bidder shall along with its technical and financial proposal submit the bid security (the **“Bid Security”**). The EMD/ Bid Security required for licensing of various built-up spaces shall be as per clause 6.18 of this RFP Document. are as follows:
- Bidders submitting bids for more than one built-up space shall be required to submit bid security/EMD for each built-up space for which bid is submitted. The payment shall be made in the form of e-payment by Credit Card/Debit Card/Net Banking as per procedure given in e-tender portal and shall be in favour of “Maharashtra Metro Rail Corporation Ltd.” payable at Nagpur. The application shall be summarily rejected if it is not accompanied with bid security.

- 2.8 During the bidding process, bidders are invited to examine the tendered spaces in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the said license including refurbishing/finishing, operation and maintenance of the licensed premises.
- 2.9 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.
- 2.10 Any queries or request for additional information pertaining to this RFP shall be send to the following **e-mail id: md.nmrc.tenders@gmail.com**. The Maha-Metro shall respond to all queries including explanation of the query in writing and shall upload the same on e-tendering portal.
- 2.11 The brief schedule of bidding process shall be as per the dates mentioned in the e-tender notice published for the project.
- 2.12 Schedule of Various Stages shall be in accordance with Clause 6.25 (g) of the RFP document.
- 2.13 The bids shall be valid for a period of 180 days from the Bid Due Date.
- 2.14 All bidders are required to submit the Original power of attorney for signing of bid along with covering letter, on the Bid Due Date during office hours in the office of –

**The Executive Director (Procurement)**

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

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

- 2.15 In case of any information/queries regarding this tender, the bidders are advised to contact:
- a. **Executive Director (Procurement)**  
Maharashtra Metro Rail Corporation Ltd.  
Metro House, 28/2 Anand Nagar,  
C K Naidu Road, Civil Lines, Nagpur-440001.
- b. **Addl. General Manager (Property Development)**  
Maharashtra Metro Rail Corporation Ltd.  
Metro Bhawan, VIP Road, Near Dikshabhoomi,  
Ramdaspath, Nagpur-440010.
- 2.16 Reply of pre-bid queries shall be uploaded on E-Tender Portal of Maha-Metro as a corrigendum, no bidder shall be informed individually.
- 2.17 MAHA-METRO reserves right to reject any or all bids without assigning any reason and the same shall be at the entire discretion of MAHA-METRO. MAHA-METRO's decision in this respect shall be final and binding.
- 2.18 Conditional bids shall be summarily rejected.

- 2.19 Bidder should ensure that the none of the part of Financial Bid should be uploaded in anywhere in the technical section, if the bidder does so then his bid will be summarily rejected.
- 2.20 If bidder furnish false information, false & forged experience certificate/documents with the bid, which fails in authenticity verification by MAHA-METRO, shall lead to disqualification from the tender process and forfeitures of Bid Security/EMD and or termination of contract even after award of the contract, including forfeiture of Security Deposit. Such bidder may be debarred from participation in the future invitation of bids by MAHA-METRO.
- 2.21 Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at Annexure-4. In case of support or help required during online submission or difficulty encountered during online submission, the bidders may contact **Mr. Kailas Singh Thakur (Tender Executive): 9167246754** (Helpline for online submission of bid only).

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

### 3. Eligibility of Bidders

#### 3.1. Qualification of Bidders

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

- (a) The bidder for qualification and selection shall be a single entity.
- (b) A Bidder may be Individual, Registered Partnership firm, Companies, Trust, Limited Liability Partnership, Registered Societies registered in India.
- (c) **Conflict of Interest:** The bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified<sup>5</sup>. 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,

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

- its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - vi. such Bidder or any Associate thereof has participated as a consultant to Maha-Metro in the preparation of any documents, design or technical specifications of the Project.
  - vii. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Maha-Metro in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

(d) Undertaking For not being banned from Business

As on date of Tender submission

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

### **3.2. Eligibility of Bidders**

#### **3.2.1 Qualification and Eligibility**

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

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

Sr. No.	Station Name	Property Business Space Number	Area	Average Annual Turnover in last three financial years	Gross Aggregate Turnover in last three financial years
			(In Sq. Mts.)	(Rupees In Lakhs)	(Rupees In Lakhs)
1	Khapri Metro Station	KHP/PD-01	210.86	10.00	30.00
2	Khapri Metro Station	KHP/PD-04	196.55	9.00	27.00
3	New-Airport Station	NAP/PD-01	101.27	6.00	18.00
4	Airport Metro Station	NAO/PD-01 & NAO/G-03	615.42	44.00	132.00
5	Airport Metro Station	NAO/PD-05	126.88	12.00	36.00
6	Airport Metro Station	NAO/PD-06 & NAO/G-02	543.34	48.00	144.00
7	Jaiprakash Nagar Metro Station	JIN/PD	188.00	31.00	93.00
8	Jaiprakash Nagar Metro Station	JIN/PD-05	1189.36	187.00	561.00
9	Jaiprakash Nagar Metro Station	JIN/PD-07	800.00	129.00	387.00

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

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

### 3.2.2 Eligibility Documents to be submitted along with technical bid

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

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

### 3.2.3 Other Conditions

- (a) Any entity which has been barred by the Central Government / State Government or any entity Controlled by it, from participating in any Govt. project (BOT, BOOT, DBFOT or Operations and Maintenance etc. or otherwise), and where the bar subsists as on the Bid Due Date, or has been declared by Maha-Metro as non-performer/blacklisted would not be eligible to submit its Bid.
- (b) A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any

public entity nor have had any contract terminated by any public entity for breach by such Bidder.

- (c) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years immediately preceding the year for which the Audited Annual Report is not being provided.
- (d) The Bidder must not have been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.



#### 4. Scope of the work:

##### 4.1. General Terms and Conditions

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

Sr. No.	Station Name	Property Business Space Number	Level/Floor	Location	Area (In Sq. Mts.)
1	Khapri Metro Station	KHP/PD-01	Mezzanine Level	Unpaid	210.86
2	Khapri Metro Station	KHP/PD-04	Mezzanine Level	Unpaid	196.55
3	New-Airport Station	NAP/PD-01	Road Level	Unpaid	101.27
4	Airport Metro Station	NAO/PD-01 & NAO/G-03	Road Level (301.22 sqm) + Basement (314.20 Sqm)	Unpaid Area	615.42
5	Airport Metro Station	NAO/PD-05	Concourse Level	Unpaid Area	126.88
6	Airport Metro Station	NAO/PD-06 & NAO/G-02	Concourse Level (399.50 Sqm) + Basement (143.84 Sqm)	Unpaid Area	543.34
7	Jaiprakash Nagar Metro Station	JIN/PD	Road Level	Unpaid Area	188.00
8	Jaiprakash Nagar Metro Station	JIN/PD-05	Concourse Level - 2	Unpaid Area	1189.36
9	Jaiprakash Nagar Metro Station	JIN/PD-07	Concourse Level - 3	Unpaid Area	800.00

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

4.1.2. The proposed built-up space in this bid, shall be provided to successful bidder/s on license basis for a period of 09 Years. The scope of Licensee shall include furbishing/finishing of the licensed spaces, its operation and maintenance for a period of 09 Years. Further the license tenure can be increased by (06) Six years, as per then mutually agreed terms and conditions. The decision for extension of the licence tenure by further Six years will rest only within the discretionary powers of Maha-Metro.

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

- All necessary modification shall be carried out by the licensee at its own cost after taking valid permission from Maha-Metro. If there is any damage to any structure/asset of Maha-Metro their cost shall be borne by the licensee.
- The Bidder can use the parking facility available/provided at the project site. The usage of parking shall be subject to payment of applicable parking charges as decided by Maha-Metro/nominated agency from time to time.

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

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

- 4.1.5. The Successful bidder shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space without damaging the metro station structure or part thereof. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The Successful bidder shall also ensure that the refurbishing within tendered area is not a safety hazard for MAHA-METRO civil structures and public at large. The successful bidder shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful bidder shall not interfere or tamper with those installations at any time.
- 4.1.6. Notwithstanding anything mentioned above, the successful bidder is required to adhere to the provisions of the prevailing National Building Code applicable for metro stations for the various works to be undertaken within the tendered space.
- 4.1.7. The successful bidder shall be solely responsible for procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the tendered space for desired commercial purposes/ business. MAHA-METRO shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- 4.1.8. Firefighting and other infrastructure so created within the tendered space must be integrated with the infrastructure already provided /planned for the respective metro station by MAHA-METRO.
- 4.1.9. The successful bidder shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by MAHA-METRO in this regard.
- 4.1.10. Operate, manage and maintain the entire offered space with adequately trained and experienced team for responsibilities as defined in this tender document.
- 4.1.11. Under no circumstances, shall the tendered space or facilities constructed or installed at the licensed space / tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- 4.1.12. The licensee shall not be allowed to monetize the License area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts/etc.
- 4.1.13. The successful bidder ensures that no polythene baggage is utilised/used at the tendered area/ licensed area. Moreover, Successful bidder shall ensure the proper segregation of food waste i.e. dry and wet waste (if any) before disposal of same.
- 4.1.14. The Licensee shall be responsible to keep the license space and surrounding area neat and clean.
- 4.1.15. Comply with all statutory requirements in connection with this tender document.
- 4.1.16. Ensure regular and timely payments of all amounts due to MAHA-METRO and discharge all obligations as per provisions of this tender document.
- 4.1.17. Payment of all statutory taxes, service tax, local levies, statutory dues, etc. as and when due and as applicable.

#### **4.2. Handing over of tendered space**

- 4.2.1. After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the successful bidders. The tendered bare space, as mentioned in Annexure-1, shall be handed over for operations and maintenance within 10 (ten) days from the date of signing of License Agreement.
- 4.2.2. The successful bidder shall not be eligible to claim any compensation on account of any delay in handing over of respective property business space to him.
- 4.2.3. Areas indicated above are approximate. Actual area (built-up area) shall be measured at the time of handing over of space(s). If there is any variation in area the License Fees shall be charged on pro-rata/ actual area basis. Interest free security deposit will not be readjusted if the variation in area handed over is up to 10% else while security deposit will be readjusted according to actual area of the shop.
- 4.2.4. Subsequently, if the successful bidder applies for additional 'adjacent / same area' (even if for utility) up-to 10% variation in the tendered area within the fitment period (as defined below), the same shall be provided on pro-rata basis, if found feasible, at the sole discretion of MAHA-METRO. For area beyond this time frame and/or above 10% variation range of tendered area, the same shall be provided on negotiated / market rate, if found feasible, on the sole discretion of MAHA-METRO. MAHA-METRO is free to market, area beyond this time frame and/or above 10% variation on open/limited/single tender basis. The license fee for such additional space shall commence after the expiry of 30 days from the date of handing over of space.
- 4.2.5. Consequent to any alteration / renovation of the licensed / tendered space, for which prior approval from MAHA-METRO has been taken by the successful bidder, if resulting in any decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination / surrender or natural completion of contract, MAHA-METRO reserves the right to ask the successful bidder to restore the licensed premises as per original allotment.
- 4.2.6. If the successful bidder installs an awning with a fixed / stretchable length of 3 feet to shield the premises / commuters from sunlight/ rain/ adverse weather conditions, the same shall not be charged, provided licensed premises is having opening outside station building. Awning beyond fixed/stretchable length of 3 feet is not allowed.
- 4.2.7. As evident from the delineated plans, these areas mentioned in above table, apart from built-up area also include the area of balconies, refuge areas, common areas like staircase, lift lobby, ducts area etc. (the "**Common Area**"). The Licensee shall have no exclusive rights for using the Common Area which shall only be used for the intended purposes. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of the Common Area shall be construed as breach of the License Agreement inviting action as applicable for breach of the same.
- 4.2.8. *At the time of termination/natural completion of license, MAHA-METRO reserves the right to ask the successful bidder to restore the said tendered/ licensed space as per original allotment.*
- 4.2.9. For detailed terms & conditions, kindly refer Draft License Agreement annexed at Volume – II.

### **4.3. Execution of License Agreement**

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

### **4.4. Works to be executed**

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

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

- 4.4.2. In case where infrastructure facilities as required to be provided by MAHA-METRO are not available and provision of the same is likely to be delayed, MAHA-METRO may permit the Licensee to execute those infrastructure works in full or in part on behalf of MAHA-METRO.
- 4.4.3. The specifications and rates of these works shall be agreed upon between MAHA-METRO and the Licensee in writing. During execution, works shall be inspected by authorized representative of Maha-Metro to ensure their execution as per prescribed specifications.
- 4.4.4. The amount payable to Licensee for execution of above-mentioned infrastructure works, shall after their successful execution, be adjusted against bills raised on them for payment of recurring charges. The adjustment for amount so payable to the Licensee against payment for infrastructure works executed by him may also be made in part, to facilitate his cash flow without prejudice to adjustment of the final amount to be reckoned after completion of works.

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

#### 4.5. License Tenure

- 4.5.1. Licensing rights of said tendered bare space shall be for a period of nine (09) years unless otherwise terminated by Maha-Metro or surrendered by the successful bidder, in term of provisions of License Agreement.
- 4.5.2. The tenure of License Agreement shall commence from the date of handing over of space.
- 4.5.3. Tenure of the License Period of any additional space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over for such additional space.
- 4.5.4. There shall be a lock in period of three (5) years from the date of commencement of agreement/ handing over of licensed space.
- 4.5.5. The Successful bidder shall have option to exit from the License Agreement immediately after completion of lock in period of 5 (five) years. For it, the Successful bidder shall have to issue 180 days prior notice to MAHA-METRO. Such prior notice intimation can be given after four and half (4 ½) years however option to exit will be available only after three (5) years. The exit clause shall be as per provisions Draft License Agreement annexed as Volume - II.
- 4.5.6. The tenure shall be inclusive of fitment period as applicable for the tendered space.
- 4.5.7. For detailed terms & conditions, kindly refer Draft License Agreement attached as Volume - II.

#### 4.6. Payment to Maha-Metro.

- 4.6.1. In lieu of the rights transferred to the Lessee for the subject Site, the Lessee shall make following payments to Maha-Metro in manner given below:
- 4.6.2. **Part A: Fixed Upfront Premium as below:**

Sr. No.	Station Name	Property Business Space Number	Upfront Premium (Amount in Lakhs)
1	Khapri Metro Station	KHP/PD-01	8.00
2	Khapri Metro Station	KHP/PD-04	7.00
3	New-Airport Station	NAP/PD-01	4.00
4	Airport Metro Station	NAO/PD-01 & NAO/G-03	36.00
5	Airport Metro Station	NAO/PD-05	9.00
6	Airport Metro Station	NAO/PD-06 & NAO/G-02	40.00
7	Jaiprakash Nagar Metro Station	JIN/PD	25.00
8	Jaiprakash Nagar Metro Station	JIN/PD-05	155.00
9	Jaiprakash Nagar Metro Station	JIN/PD-07	107.00

The upfront premium quoted by bidder shall be paid within 30 days from the date of Issuance of Letter of Acceptance to the Successful Bidder.

4.6.3. **Part B: Annual License Fees as below:**

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

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

4.6.5. The applicable Goods and Service Tax (GST) along with applicable cess (if any) or any other taxes as applicable shall be payable in addition to the Upfront Premium and Annual License Fees to be paid by the Successful Bidder.

4.6.6. The charging of Annual license fee shall commence immediately after the end of moratorium period as applicable for the respective property business space. The payment of Annual License Fees applicable for the first year (prorate basis) shall be made made within 30 days of issuance of LOA by the Maha-Metro. Thereafter, the Annual License Fees shall be paid on advance basis shall be due one month prior to the commencement of each agreement year.

4.6.7. The Annual License Fee shall be escalated by 20% after every three Years on compounding basis.

4.6.8. Apart from the area mentioned, the additional area on terrace and the ground floor or elsewhere (to the extent available and provided subject to technical feasibility) for the installation of utilities and services such as water tanks, AC plants, Generators, etc. shall be charged additionally, on annual basis. The Licensee shall accept the area made available for utilities and services by the MAHA-METRO against written request from the Licensee. No part payment or instalments will be allowed in this regard.

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

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

4.6.10. All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the respective Government agencies.

4.6.11. The successful bidder shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure or Govt. guidelines will be imposed on the tendered separately.

4.6.12. The Licensee shall also be required to pay Common Area Maintenance Fees for the respective property Business spaces allotted to him. The fees for the initial three years from the date of

handover shall be **Rs. 10 per Sqft per month**. For consequent license tenure, the common area maintenance fees shall be in accordance with the timely revision made by by Maha-Metro in this regards.

- 4.6.13. The water and electric meter/sub-meter shall be installed at the licensee's premises for calculating the consumption of water and electricity. The charges for the electricity and water shall be recovered from Licensee on actual consumption basis, as per the applicable commercial rates charged by the respective authorities.
- 4.6.14. In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the License Fee and maintenance fee shall be counted from the commencement date.
- 4.6.15. In the event of default of Licensee in making payments of License fees, maintenance charges (as applicable), charges for electric supply, air conditioning charges, taxes or any other dues towards MAHA-METRO in prescribed time, MAHA-METRO shall be entitled to discontinue / disconnect the service of electricity /air conditioning / water / sewer etc in licensed premises and debar the Licensee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, MAHA-METRO shall also have the rights including but not limited to restrict the access of Licensee in licensed premises and recover all dues along with interest.

#### **4.7. Fitment period**

- 4.7.1. For carrying out the fit-outs, finishing works etc., successful bidder would be permitted with fitment period which is as follows -
- Bare shell Built Up Area > 100 Sqm but < 500 Sqm - **90 days**
  - Bare shell Built Up Area > 500 Sqm but < 1000 Sqm - **120 days**
  - Bare shell Built Up Area > 1000 Sqm - **180 days**
- 4.7.2. The fitment period shall commence from the date of handing over of business space to licensee. The successful bidder shall have to complete in all respects the development of the tendered / licensed space, within the allowed fitment period. The agreement shall be valid for a period of 09 Years from the date of handover of property business space, irrespective of extension of fitment period by Maha-Metro.

#### **4.8. Moratorium Period**

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

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



#### **4.9. Sub- Licensing**

- 4.9.1. The Licensee shall be entitled to sub-license the built-up space to any person or entity (the “**Sub-Licensee**”), only after adding the necessary structures and utility services. Further sub-licensing by a Sub-Licensee is not permitted.
- 4.9.2. The Sub-license shall be co-terminus with the period of the license agreement. The sub-license shall however be for the use of the License Space(s), during the subsistence of the License Period only with a clear stipulation that all such sub-licenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Licensee shall specifically stipulate this covenant of termination of the rights of the Sub-Licensees, and further that such Sub-Licensee shall not have any claim or seek any compensation from Maha-Metro for such termination.
- 4.9.3. The Licensee shall prepare a draft standard format of the sub-license agreement, which will be required to be signed by the Sub-Licensee for use of the Licensed Space(s). Prior written approval of Maha-Metro shall be obtained by the Licensee in respect of such standard draft. Maha-Metro may specify certain covenants to be incorporated in the sub-license agreement to protect its interests. Only after such covenants are incorporated in the sub-license agreement, the Licensee will be entitled to enter into sub-license agreement and shall be required to submit copies of each such sub-license agreement to Maha-Metro for verification and record. In case of any deviation from the above-mentioned standard draft sub-license agreements, the Licensee shall obtain the prior written consent and approval of the Maha-Metro before entering into an agreement with a Sub-Licensee. Maha-Metro reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.
- 4.9.4. At any point of time, the Licensee shall not enter or cause any of its Sub-Licensees to enter into any sub-license agreement with any person or entity for transfer of its rights which would adversely affect the interests of Maha-Metro or is not available to the Licensee in the first place. Any such act of the Licensee or Sub-Licensee(s) shall render the license Agreement liable for termination at the sole cost and expense of the Licensee.

#### **4.10. Property Tax and Registration of License Agreement**

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

#### **4.11. Infrastructure Services**

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



- 4.11.3. The Licensee shall be required to take prior approval from the respective departments of MAHA-METRO regarding the use of available infrastructure like electricity, water, air conditioning etc.
- 4.11.4. The licensee shall follow the Guidelines of National Building Code, codal provisions of relevant Indian standard Codes and "General Fitout Guidelines", if any, issued by Maha-Metro and comply with the same and its further amendments as issued from time to time.
- 4.11.5. The Licensee shall submit all plans / drawings and specification of material whatsoever including but not limited to construction, internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of MAHA-METRO before start of any work/s inside the Licensed Area.

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

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

The MAHA-METRO reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations at the property business spaces. All materials to be used including electrical materials should be fire resistant and should meet the minimum specifications as mentioned in the respective National Building Code applicable for metro stations and other relevant IS Codes. The prior approval of the MAHA-METRO is mandatory before commencement of the installation.

- 4.11.6. The Maha-Metro officials of Property Development Department, Civil Department, Electrical Department and MEP (Fire-Fighting) Department of the MAHA-METRO will have full and unfettered access to inspect and check the materials before and after the installation, and during the license period. All instructions issued by them in this regard will be complied by Licensee in full and within time stipulated by the said officials. No claim or compensation will be sought by the Licensee on this account.

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

- i. The Licensee shall have to take power connection from Maha-Metro grid, Maha-Metro will supply electric power @ 0.29 KVA /Sqm for each tendered space, at one point located at respective floor of each property business space (existing panel/isolators installed at electrical rooms of respective metro stations). Licensee will be charged at commercial rate. Further, LT transformation and distribution will be the responsibility of the successful bidder. The tariff and all terms and conditions will be as per the appropriate electric authority regulations as applicable from time to time. Licensee shall have to maintain its power demand within the power allocated.
- ii. DG power available in MAHA-METRO network will not be made available to successful bidder.
- iii. All costs of shifting of existing lighting/small power sockets circuits/ AHUs etc. if any, that are in tendered space, would be borne by the successful bidder. This would include all cost involved in shifting/modification/addition.
- iv. Successful bidder has to carry out all works for functioning of tendered area on their own with all cost including installation & commissioning of MCB/MCCB/ELCB in spare space of Panel at

- respective floor, ongoing feeders from panel, cable laying, cable trays, hangers in cable route, earthing, internal wiring, lighting, power distribution etc.
- v. Any addition / up-gradation/ modification of existing electrical power system works if required, are to be taken up subjected to technical feasibility and approval from MAHA-METRO, If approved, same work can be carried out by successful bidder along with associated costs.
  - vi. Successful bidder shall install only LED electrical lights and energy efficient Air-Conditioners to ensures energy conservation.
  - vii. Kindly refer Draft License Agreement attached as Volume – II for detailed terms & conditions for Air Conditioning in the tendered area.
  - viii. For detailed terms & conditions pertains to infrastructure service and rules / procedures to be followed for electricity supply, installation of DG sets, Air-conditioning, kindly refer Draft License Agreement annexed as Volume - II.

#### 4.11.8. Fire Fighting & Fire Protection:

- i. All equipment's, pumps & common piping etc required to be installed outside Licensed Area for firefighting arrangements will be provided by MAHA-METRO up-to one point outside or near the Licensed Area, from where the Licensee will take the tap off & make further arrangement inside licensed areas for fire-fighting.
- ii. Inside the Licensed Area, all fire-fighting arrangements, including the fire alarm & detection system for above & below false ceiling shall have to be provided by the Licensee including repeater panel at station control room and integrated in seamless manner with the MAHA-METRO system. Such fire-fighting arrangements would conform to the National Building Code, relevant Building Byelaws/ IS Codes, Fire Safety (Fire Prevention) Rules & any other instructions issued by MAHA-METRO in this regard.
- iii. Only after certification by the O&M officer / authorized representative of MAHA-METRO, shall the Licensee be permitted to occupy and use the Licensed Space(s) for commercial purposes.
- iv. The MAHA-METRO reserves the right to inspect the Licensed Space(s) at any time during the License Period in connection with fire-fighting readiness. MAHA-METRO may also issue directives in this regard, which shall have to be adhered to and complied by Licensee. Any additional works as may be indicated on this account will also be carried out by the Licensee at its own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by the MAHA-METRO.

#### 4.11.9. Water supply:

Water supply will be arranged by MAHA-METRO and provided at one point within the station premises. The successful bidder will have to make their own arrangements for drawing pipelines from aforesaid point to tendered / licensed area at their own cost. Further, successful bidder will have to make its own arrangement for distributions of water including the installation of meters, storage and purification at its own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the successful bidder at their own costs and in this connection, it shall follow all the directives as may be issued by the authorized representative of the MAHA-METRO. The water charges shall be charged on actual basis and shall be charged as per commercial rate of water, as decided by Nagpur Municipal Corporation from time to time.

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

4.11.10. Civil Utilities:

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

4.11.11. Disposal of Waste:

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

4.11.12. Security and other services:

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

4.11.13. Space for chiller plant:

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

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

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

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

4.11.15. Further, it is clarified that the Licensee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of the fire safety system that is exclusively under scope and control of Licensee. The MAHA-METRO shall not be responsible for any loss of life and property in PD premises due to any malfunctioning of the fire system in case of any fire emergency within the Licensed Area.

#### **4.12. Signages and Advertisements**

4.12.1. The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to conform to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall also need to obtain a written approval from MAHA-METRO before putting up any form of signage and MAHA-METRO reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by MAHA-METRO. Signage should be used only for the business being run by the Licensee in the licensed premises. In addition, the Licensee shall also be required standard materials as per standards prevalent in MAHA-METRO, for which he shall seek necessary approval from MAHA-METRO.

4.12.2. Space for 1 common totem pole shall be provided by the MAHA-METRO without any additional License fee at a suitable location. Space for Totem pole will be provided on the Ground/ Concourse floor of appropriate size. The totem pole shall be backlit. Branding of all the property Business spaces shall be done on the common totem pole. The installation cost, electricity consumption charges, taxes etc. (if any) shall be borne by the Licensee.

4.12.3. No advertisement in any format shall be permitted on the outer surface of the Licensed Space. However, the licensee shall be allowed to use interior of the Licensed Spaces for display of advertisement only about the business / commodity being run / sold by the Licensee in the Licensed Space(s).

4.12.4. The Licensee shall need to obtain a written approval from MAHA-METRO by way of a notice before putting up any form of signage/ advertisement within/outside their premises and MAHA-METRO reserves the right to refuse or to suggest an alternation to the same. The signage/ advertisement shape and location etc are subject to architectural controls to be issued by MAHA-METRO.

4.12.5. Placement of signage/ advertisement without the permission of MAHA-METRO or placement in non-approved locations shall attract a penalty of Rs.5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of persistence default, MAHA-METRO reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance License fee paid in its favour.

4.12.6. MAHA-METRO shall not unreasonably interfere with the signage/ advertisement plan. If MAHA-METRO is not satisfied and raises any objections, the licensee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek MAHA-METRO approval once again

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

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

**4.14. Other Conditions**

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

shall have right to impose a penalty of Rs. 5000/ per day. This penalty shall be in addition to License Fees & other taxes payable to Maha-Metro. In the event if penalty is imposed on Licensee for 3 times during the entire License tenure, then the agreement shall be liable for termination, subject to decision of Maha-Metro.

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

**5. PRE-BID CONFERENCE**

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

## **6. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **6.1. General terms of Bidding**

- a. Scope of Bid – At the Bid Stage, Maha-Metro wishes to receive Bids comprising the following:
  - Eligibility Proposal from Bidders, in order to shortlist experienced and capable Bidders; and
  - Financial Bid comprising the License Fees per Sq. Mt. per month, to be paid to Maha-Metro for the built-up space(s), from each Bidder.
- b. In the event if the Bidder is willing to submit the bid for more than one business space, then the bidder shall submit separate financial bid for each property business space.
- c. No Bidder shall submit more than one financial quote for the respective business space.
- d. The Bidders are expected to carry out the surveys, investigations and other detailed examination of this built-up areas, at their own cost, before submitting their Bids.
- e. Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- f. The Eligibility/Technical Proposal of the Bid should be furnished only in the formats at Bid Forms I to VII attached to this Bid Document and Financial Proposal of the Bid should be furnished only in the format at BID FORM – VIII: Format for Financial Bid with amount in both figures and words, in Indian Rupees and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- g. The Financial Bid shall consist of an offer/ bid of the of the License Fees per Sq. Mt. per month, to be paid to Maha-Metro, for licensing of the property business space in accordance with the Bidding Documents and the License Agreement.
- h. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- i. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (signed wherever required) shall be submitted on or before the Bid Due Date in the prescribed format given in this Bid Document. No other mode of submission is acceptable. Bid Parameter duly filled in is to be submitted in the format provided in the “BID FORM – VIII: Format for Financial Bid”.
- j. Representative of the Bidder, who chooses to attend, may attend the opening of the Financial Bids. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the Bidder on his letter head.
- k. Documents mentioned to be submitted in this Bid Document to Maha-Metro are required to be submitted by the Bid Due Date.
- l. The Bidding Documents including this Bid Document and all attached documents, provided by Maha-Metro are and shall remain the property of Maha-Metro and are transmitted to the Bidders solely for preparation and the submission of a Bid in accordance herewith. Bidders are



to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Maha-Metro will not return to the Bidders any Bid, document or any information provided along therewith.

- m. This Bid Document is not transferable.
- n. Any award of this property business space(s) pursuant to this Bid Document shall be subject to the terms of Bidding Documents.
- o. The following conditions shall be adhered to while submitting a Bid:
  - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
  - (b) Information supplied by a Bidder must apply to the Bidder, Member or subsidiary named in the Bid and not, unless specifically requested, to other associated companies or firms; and
  - (c) At the time of responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with this Bid Document.
- p. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## 6.2. Cost of Bidding

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

## 6.3. Site visit and verification of information

- 6.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the property business space(s) and Bidders shall be deemed to have understood and ascertained for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, sewerage disposal, applicable laws and regulations, and any other matter considered relevant by them. Maha-Metro assumes no responsibility or liability in respect thereof. Prior to carrying out Site visit, Bidder may contact the Officer-In-Charge as per details given at Clause 2.11.4.
- 6.3.2. **Acknowledgment by Bidder** - It shall be deemed that by submitting a Bid, the Bidder has:
  - made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents;

- made complete and careful examination of the property business space(s) requirements to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of the available built-up space, applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Selected Bidder/ Licensee's performance under the License Agreement pursuant to the Bidding Documents and License Agreement;
  - determined to its satisfaction the nature and extent of all difficulties, hazards and risks involved in performance of the obligations involved and accepts all such risks and responsibilities directly or indirectly connected with the operation and maintenance of the property business space(s);
  - received all relevant information requested from Maha-Metro;
  - accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Maha-Metro relating to any of the matters specified in clause 5.5.1 above (the Bidding Process) and the entire RFP document;
  - satisfied itself about all matters, things and information including matters referred to in Clause 5.5.1 hereinabove, necessary and required for submitting an informed Bid, execution of the property business space(s) in accordance with the Bidding Documents and performance of all of its /Licensee's obligations there under;
  - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 5.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Maha-Metro, or a ground for termination of the License Agreement by the Licensee.
  - acknowledged that it does not have a Conflict of Interest; and
  - agreed to be bound by the undertakings provided by it under and in terms hereof.
- 6.3.3. Maha-Metro does not accept any responsibility and shall not be liable for any omission, mistake, inaccuracies or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Maha-Metro as their verification is the responsibility of the Bidder.

#### **6.4. Verification and Disqualification**

- 6.4.1. Notwithstanding anything contained in this Bid Document, Maha-Metro reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.
- 6.4.2. Maha-Metro reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document or the Bidding Documents and the Bidder shall, when so required by Maha-Metro, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Maha-Metro shall not relieve the Bidder of its obligations or liabilities

hereunder nor will it affect any rights of Maha-Metro there under. Notwithstanding anything to the contrary contained in the Bid Document, Maha-Metro may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation or does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the Bid Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a contract; (b) that limits, in any substantial way, inconsistent with the Bidding Documents, Maha-Metro's right or the Selected Bidder's obligations under the contract; or (c) where rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.

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

## **B. RFP DOCUMENTS**

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

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

#### **VOLUME I - INSTRUCTION TO BIDDERS**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices  
Section 5. Pre-Bid Conference  
Section 6. Miscellaneous

### **BID FORMS**

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

### **ANNEXURES**

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

### **VOLUME II**

EXHIBIT I- Draft License Agreement

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

### **6.6. Clarifications**

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

## **6.7. Amendment of Bid Document**

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

## **C. PREPARATION AND SUBMISSION OF BIDS**

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

- 6.8.1. Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.
- 6.8.2. The Bidder shall provide all the information/ documents sought under this Bid Document by way of physical submission of original copy of the information/documents comprising the Bid to Maha-Metro, on or prior to the Bid Due Date and also as mentioned in the Bid Notice. Maha-Metro will evaluate only those Bids that are received in the required formats and complete in all respects, as well as duly signed for submission. Incomplete and /or conditional Bids shall be liable to rejection.
- 6.8.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed by the authorized signatory of Bidder. The Bid shall be page numbered.

### **6.9. Submission of online bid.**

- 6.9.1. The bid is to be submitted electronically through E-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 5.11 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:

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

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

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

Designation: **Addl. GM (Property Development), MAHA-METRO**  
 Project: Nagpur Metro Rail Project  
 Address: Metro Bhawan, VIP Road, Near Dikshabhoomi,  
 Ramdaspath, Nagpur-440010.

### **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 (v) submission Process has been enabled in Technical Section of E-Tender Portal of MAHA-METRO. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums and its clauses. By clicking on the tick (v) the bid documents & corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- 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 circumstances the bidder has to re-submit his bid by "clicking tick (v)" to the newly added corrigendum, in case

the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it prior to final date & time of submission of bid.

- 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. 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.
- 6.11.9. Each entity of Technical Section / Technical Envelope have a capacity to upload a document of 10 MB.
- 6.11.10. If any enclosures is more than 10 MB, it may be split by bidder to the size of 10 MB or less & proceed further for up loading in Technical Section / Technical Envelope.
- 6.11.11. If the technical enclosures are more in numbers than the fixed entity of Technical Section / Technical Envelope. Bidders have option to upload any number of documents in "Additional Document" section of "Technical Envelope/ Technical Section" of E-Tender Portal.
- 6.11.12. No information pertaining to "Financial Bid" shall be uploaded or disclosed anywhere in "Technical Bid" Technical Section/ Technical Envelope of E-Tender Portal.
- 6.11.13. All uploaded enclosures should bear page numbers and Indexed properly. The first file uploaded by the bidder in the technical section shall be "Index Of Enclosures"

#### **B. Financial Package**

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

#### **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. Maha-Metro shall not be responsible for any delay in submission for any reason. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Maha-Metro may in its sole discretion, extend the Bid Due Date uniformly for all Bidders, in accordance with the provisions of the Bid Document.
- 6.12.3. Bidders shall submit their Bids in through website- <https://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 property business space(s).

### **6.14. Rejection of Bids**

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

### **6.15. Validity of Bids**

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



## 6.16. Confidentiality

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

## 6.17. Correspondence with the Bidder

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

## D. BID SECURITY

### 6.18. Bid Security

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

Sr. No.	Station Name	Property Business Space Number	Area	Bid Security
			(in Sq. Mts.)	(in Rupees)
1	Khapri Metro Station	KHP/PD-01	210.86	70,000/-
2	Khapri Metro Station	KHP/PD-04	196.55	60,000/-
3	New-Airport Station	NAP/PD-01	101.27	40,000/-
4	Airport Metro Station	NAO/PD-01 & NAO/G-03	615.42	2,90,000/-
5	Airport Metro Station	NAO/PD-05	126.88	80,000/-
6	Airport Metro Station	NAO/PD-06 & NAO/G-02	543.34	3,30,000/-
7	Jaiprakash Nagar Metro Station	JIN/PD	188.00	2,10,000/-
8	Jaiprakash Nagar Metro Station	JIN/PD-05	1189.36	12,50,000/-
9	Jaiprakash Nagar Metro Station	JIN/PD-07	800.00	8,60,000/-

6.18.2. Bidders submitting bids for more than one built-up space shall be required to submit bid security/EMD for each built-up space 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.

- 6.18.3. The Bid Security shall be submitted through online Payment Gateway mode on the e-tendering portal. The information of E-Payment Gateway available on E-Tendering website <https://mahametrorail.etenders.in>.
- 6.18.4. Maha-Metro shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free. Bidders may provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details) for refund of Bid Security.
- 6.18.5. Any Bid not accompanied by the Bid Security shall be summarily rejected by Maha-Metro as non-responsive.
- 6.18.6. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an NEFT/RTGS/Online Transfer /Cheque in favour of the unsuccessful Bidders.
- 6.18.7. The Bid Security submitted by Bidders (except the First and Second Highest bidder) shall be refunded, without any interest, and will be returned, subject to terms herein, through the online portal <https://mahametrorail.etenders.in>, no later than **60 (sixty) days** after award of contract to the successful bidder by Maha-Metro. The Bid Security of the Second Highest Bidder shall be refunded upon signing of License Agreement by the Successful Bidder.
- 6.18.8. The Bid Security of Successful Bidder shall be retained by Maha-Metro till the deposition of Security Deposit and signing of the License Agreement. The Selected Bidder's Bid Security will be returned, without any interest, upon submission of Security Deposit and signing of the License Agreement in accordance with the provisions thereof.
- 6.18.9. Maha-Metro shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that Maha-Metro will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Bid Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 6.18.10. **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–
    - to sign and return the duplicate copy of LOA unconditionally;
    - to sign the License Agreement as per the draft License Agreement, without imposing any conditions; or

- to furnish Security Deposit; or to deposit the first payment of License Fees; or
- f. In case the Selected Bidder, before signing the License Agreement, commits any breach hereof.

### 6.19. Security Deposit

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

Sr. No.	Station Name	Property Business Space Number	Area	Security Deposit
			(In Sq. Mts.)	(Amount In Rupees)
1	Khapri Metro Station	KHP/PD-01	210.86	Amount equivalent to 1 <sup>st</sup> Year's Annual License Fees for respective Property Business Space.
2	Khapri Metro Station	KHP/PD-04	196.55	
3	New-Airport Station	NAP/PD-01	101.27	
4	Airport Metro Station	NAO/PD-01 & NAO/G-03	615.42	
5	Airport Metro Station	NAO/PD-05	126.88	
6	Airport Metro Station	NAO/PD-06 & NAO/G-02	543.34	
7	Jaiprakash Nagar Metro Station	JIN/PD	188.00	
8	Jaiprakash Nagar Metro Station	JIN/PD-05	1189.36	
9	Jaiprakash Nagar Metro Station	JIN/PD-07	800.00	

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

## E. EVALUATION OF BIDS

### 6.20. Opening and Evaluation of Bids

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

- i. The Technical Envelope / Packages of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening at the office of ED (Procurement), Maharashtra Metro Rail Corporation Ltd., Metro House, 28/2 Anand Nagar, C K Naidu Road, Civil Lines, Nagpur-440001 in presence of the Bidders who choose to attend. No minimum number of bids is required in order to proceed to bid opening.
- ii. Bid Security will be checked, and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected.
- iii. After evaluation of Technical Bid received electronically via E-Tender portal of MAHA-METRO, the Financial/ Commercial Package/ Envelope of bid of technically successful bidder only shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).
- iv. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.
- v. Maha-Metro will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document.
- vi. Bidders are advised that qualification of Bidders will be entirely at the discretion of Maha-Metro. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- vii. Any information contained in the Bid shall not in any way be construed as binding on Maha-Metro, its agents, successors or assigns, but shall be binding against the Bidder if the property business space(s) is subsequently awarded to it on the basis of such information.
- viii. Maha-Metro reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- ix. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, Maha-Metro may, in its sole discretion, exclude the relevant information from the evaluation of the Bidder.
- x. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### **6.21. Tests of responsiveness**

- i. Prior to evaluation of the Eligibility Proposals, Maha-Metro shall determine whether each Eligibility Proposal is responsive to the requirements of the Bid Document. An Eligibility Proposal shall be considered responsive only if:
  - (a) it is received by the Bid Due Date including any extension thereof;
  - (b) it is accompanied by the full amount of Bid Security and in specified format;
  - (c) it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
  - (d) it is received as per prescribed formats (Bid form I to VII) and all other required information as per the tender documents;
  - (e) it is signed, sealed/stamped, and marked as stipulated;
  - (f) it does not contain any condition or qualification;

- ii. Similarly, prior to evaluation of Financial Bids, Maha-Metro shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if:
  - (a) it is received as per the format at Bid Form-VII;
  - (b) it is signed, sealed and marked as stipulated; and
  - (c) it does not contain any condition or qualification.
- iii. Maha-Metro reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Maha-Metro in respect of such Bid. The decision of Maha-Metro on the responsiveness of the Bid shall be final, conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever.
- iv. To facilitate checking the responsiveness and evaluation of Bids, Maha-Metro may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Maha-Metro for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, Maha-Metro may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.
- v. No Bidder shall have the right to give any clarification unless asked for by Maha-Metro.

#### **6.22. Contacts during Bid Evaluation**

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

#### **6.23. Bidding process**

- i. MAHA-METRO has adopted a single stage two steps process (referred to as the "**Bidding Process**") for selection of a suitable highest bidder to grant Licensing Rights for the commercial activities inside pre-identified built up spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station on Reach – 1 of Nagpur Metro Rail project. The various built-up areas are delineated in Annexure-1.
- ii. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the "**Bid**") against this RFP in a single step only.
- iii. The first step (the "**Qualification Step**") of the process involves qualification (the "**Qualification**") of interested parties based on the Technical Bid submitted by the Bidders in accordance with the provisions of RFP.
- iv. At the end of the Qualification Step, Maha-Metro expects to announce short-listed qualified bidders (the "**Qualified Bidders**").

- v. The Qualified Bidders will be eligible for participation in the second step of Bidding Process (the “**Bid Step**”). ***In the Bid Step, Financial Bids of only Qualified Bidders shall be opened and evaluated for identification of the Selected Bidder.***
- vi. The evaluation of financial proposal submitted to the authority shall be assessed separately for each property business space available. The qualified Bidder whose Financial Bid is adjudged as responsive in terms of the Bid Document and who quotes the Highest License Fees per Sqm per month, offered to Maha-Metro, shall be declared as the Highest Bidder (the “Highest Bidder”) for the respective property business space and who shall then be declared as the Selected Bidder for that business space.
- vii. In case the Highest Bidder becomes Selected Bidder and fails to fulfil the requirements of Maha-Metro or execute the License Agreement or in case Selected Bidder withdraws or is disqualified for any reason, Maha-Metro may, in its discretion, annul the Bidding Process.
- viii. In the event that two or more Bidders quote the same License Fees per Sqm Per Month (the “Tie Bidders”), the bidder having highest average Annual Turnover during last three financial years shall be termed as Selected Bidder. In the event that the ‘tie bidders’ quote the same upfront premium, Maha-Metro shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Bidders who choose to attend.
- ix. In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), Maha-Metro may invite the Second Highest Bidder to revalidate or extend his respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, the Second Highest Bidder matches the highest Bidder, it shall be the Selected Bidder.
- x. Generally, the Successful Bidder for each space shall be the Highest Bidder for that respective space. The remaining Bidders shall be kept in reserve. In the event if the bid submitted by highest bidder is withdrawn or is not selected for any reason, the remaining bidders may be invited to match the Bid submitted by the Highest Bidder. In the event if none of the other Bidders match the Bid of the highest bidder, Maha-Metro may, in its discretion may annul the Bidding Process and invite fresh Bids

#### **6.24. Communication of Award**

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

effective until the License Agreement has been executed by the Licensee and Maha-Metro and conditions precedent, if any, has been fulfilled by Selected Bidder / Licensee.

#### **6.25. Execution of License Agreement**

- (a) The Selected Bidder shall be required to appear in person at the office of Maha-Metro or concerned Officer In Charge for the property business space(s), as the case may be, or if the Bidder is a firm, a duly authorized representative shall so appear and execute the License Agreement within 45 (Forty Five) days of issue of LOA by Maha-Metro after fulfilling following conditions -
- i. Acknowledgement of Letter of Award issued by Maha-Metro, within 10 (ten) days of its receipt by signing and returning its duplicate copy to Maha-Metro;
  - ii. Payment of Upfront Premium Fees within 30 days of issuance of LOA.
  - iii. Payment of Annual License Fees for the first year (prorate basis) within 30 days of issuance of LOA.
  - iv. Payment of Interest Free Security Deposit within 30 days of issuance of LOA.
  - v. Payment of appropriate Stamp duty as applicable for of signing of License Agreement.
  - vi. Submission of appropriate value Stamp paper for signing of agreement.
- (b) The License Agreement, in terms of this Bid Document, shall be executed in single copy. The Original duly registered License Agreement will be retained by Maha-Metro and the colour copy of the agreement shall be handed over to the Licensee for further reference. The License Agreement is required to be executed by the Bidder as per specimen specified in Volume - II of this Bid Document.
- (c) The stamp duty and registration fees for the License Agreement, if required under Applicable Laws, shall be borne and paid by the Licensee.
- (d) In case of delay in signing the License Agreement either on account of delay in fulfilling the above conditions within the specified time limit or otherwise, Maha-Metro may extend the period specified above, for a maximum period cumulatively not exceeding 90 ((ninety) days from the LOA.
- (e) 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, Maha-Metro may at its sole discretion, conclude that such Bidder has abandoned the contract and thereupon its Bid, LOA and acceptance thereof shall be treated as cancelled and Maha-Metro shall be entitled to forfeit the full amount of the Bid Security and/or Security Deposit or any other payments made by the Licensee, as damages for such default.
- (g) Schedule of Various Stages: The Selected Bidder shall have to follow the following time lines:

<b>Stage of Activities</b>	<b>Time Period</b>
Issuance of Letter of Award form Maha-Metro	Within 15 days of acceptance of proposal from the authority.



Issuance of Letter of Acceptance by the Successful Bidder	Within 10 (ten) days of receipt of Letter of Award or Within 15(fifteen) days of issuance of Letter of Award, whichever is earlier.
Payment of Upfront Premium	Within 30 days of issue of Letter of Acceptance (LOA).
Deposition of Interest Free Security Deposit to MAHA-METRO	Amount equivalent to 1 <sup>st</sup> Year Annual License Fees, to be submitted within 30 days from acceptance of Letter of Award by the Successful Bidder
Payment of Annual License Fee for 1 <sup>st</sup> year (pro-rata basis after deduction of moratorium period)	Within 30 days of issuance of LOA by the Maha-Metro.
Signing of Licence Agreement	Within 10 days of fulfilment of conditions precedent for signing of license agreement.
Licensing space(s) to be handed over to Successful Bidder.	Within 10 days of signing of License Agreement.
Commencement of License Agreement	From the date of handing over of possession <b>OR</b> date mentioned in letter/notice for taking over possession of licensed space(s), whichever is earlier.
Commencement of License Period	Immediately upon completion of moratorium period or commercial operation date of the station, whichever is later.



## 7. FRAUD AND CORRUPT PRACTICES

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, Maha-Metro shall reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Maha-Metro shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro towards, inter alia, time, cost and effort of Maha-Metro, without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise.
- 6.2 Without prejudice to the rights of Maha-Metro under Clause 6.1 hereinabove and the rights and remedies which Maha-Metro may have under the LOA or the License Agreement or otherwise, if a Bidder or Licensee, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by Maha-Metro during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 6.3 For the purposes of this Clause 7, the following terms shall have the meaning hereinafter respectively assigned to them:
- 6.3.1 **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Maha-Metro who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Maha-Metro, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the property business space(s) or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of Maha-Metro in relation to any matter concerning the property business space(s);
- (a) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

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

**8. MISCELLANEOUS**

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

# BID FORMS

(On the Letter Head of the Bidder)

**BID FORM - I: Covering Letter For The Bid****Bid Document No.:** .....**Dated:**

To,

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

Metro House, 28/2 Anand Nagar,

C K Naidu Road,Civil Lines, Nagpur-440001

**Sub: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.”**

Dear Sir,

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

Sr. No.	Station Name	Property Business Space Number	Area	Bid Security	Bid Submitted For (Tick Mark the space for which bid is being submitted)
			(In Sq. Mts.)	(Amount In Rupees)	
1	Khapri Metro Station	KHP/PD-01	210.86	70,000/-	
2	Khapri Metro Station	KHP /PD-04	196.55	60,000/-	
3	New-Airport Station	NAP/PD-01	101.27	40,000/-	
4	Airport Metro Station	NAO/PD-01 (301.22 Sqm)	615.42	2,90,000/-	
		NAO/G-02 (314.20 Sqm)			
5	Airport Metro Station	NAO/PD-05	126.88	80,000/-	
6	Airport Metro Station	NAO/PD-06 (399.50 Sqm)	543.34	3,30,000/-	
		NAO/G-03 (143.84 Sqm)			
7	Jaiprakash Nagar Metro Station	JIN/PD	188.00	2,10,000/-	
8	Jaiprakash Nagar Metro Station	JIN/PD-05	1189.36	12,50,000/-	
9	Jaiprakash Nagar Metro Station	JIN/PD-07	800.00	8,60,000/-	

1. I/ We acknowledge that MAHA-METRO shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to MAHA-METRO any additional information it may find necessary or require supplementing or authenticate the Bid.
3. I/ We acknowledge the right of MAHA-METRO to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by MAHA-METRO; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any Bid or tender document issued by or any agreement entered into with MAHA-METRO; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) the undertakings given by me/us along with the Application in response to the Tender for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that Maha-Metro may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MAHA-METRO in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned subject License Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
8. I/ We have studied all the Bidding Documents carefully and also surveyed the MAHA-METRO Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by MAHA-METRO or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
9. I/ We offer due Bid Security to MAHA-METRO in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender Document, have been submitted in a separate envelope and marked as "Enclosures of the Bid". The Bid Security is provided
10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
12. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.

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

Yours faithfully

Date:.....

(Signature of the Authorised signatory)

Place:.....

(Name and designation of the Authorized signatory)

(Name and Seal of Bidder)

**Note:-**

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

**Enclosed:-**

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



**BID FORM - II: Details of Bidder****(To be filled by Bidder)****Bid Document No.:** .....**Dated:****Name of Project: Bid for "Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years."**

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

(e) Landline Number:

(f) Fax Number:

(g) E-mail Address:

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder/Lead Member)

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

Bid Document No.: .....

Dated:

**Name of Project: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.”**

**(In Rs. Lakhs)**

Name of Bidder	Turnover of Bidder		
	Year 1 (.....)	Year 2 (.....)	Year 3 (.....)
Bidder			
<b>TOTAL of Turnover for last three financial years</b>			
<b>Average Annual Turnover</b>			

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

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

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

1. “The Bidder should provide details of its own Financial Capability as per “Clause 3.2.1- Qualification and Eligibility”.
2. The Bidder shall attach copies of audited financial statements such as balance sheets and Profit and Loss Accounts for 3 (three) financial years immediately preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder.

- 
- (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
  4. In case this Bid Form consists of more than one-page, Statutory Auditor/ Chartered Accountant Authorised Signatory shall sign and seal on all pages.
  5. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due falls within 3 (three) months of the close of the latest financial year.
  6. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect on bidder's letterhead and the Statutory Auditor/Chartered Accountant shall certify the same. In such a case, the Bidder shall provide the Audited Annual Accounts (Balance Sheet and Profit and Loss Account) for 3 (three) financial years immediately preceding the year for which the Audited Annual Accounts (Balance Sheet and Profit and Loss Account) is not being provided.

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

**Name of Project: Bid for "Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years."**

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

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

Know all men by these presents, I/We, {.....} (insert name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of {.....} and presently residing at {.....}, who is presently employed with me/us and holding the position of {.....}, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Bid for the **Bid for "Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years."**, proposed by Maha-Metro (the "Maha-Metro") including but not limited to signing and submission of the Bid and all other documents and writings, participate in Bidders' and other conferences and providing information/responses to Maha-Metro, representing me/us in all matters before Maha-Metro, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with Maha-Metro in all matters in connection with or relating to or arising out of my/our Bid for the said property business space(s) and/or up on award thereof to me/us and/or till the entering into of the License Agreement with Maha-Metro.

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

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

Date:

Place:

For.....

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

**Accepted**

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

Witnesses:

- 1.
- 2.

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

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

**Instructions:**

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

**BID FORM – V: Affidavit (Duly Notarized)**

(To be given on Stamp Paper of appropriate value)

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

1. I say that I am the authorised signatory of .....(insert name of company/Bidder) (hereinafter referred to as “Bidder”) and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our eligibility for Maharashtra Metro Rail Corporations’ (hereinafter referred to as “Maha-Metro”) Tender Document for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.” and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by Maha-Metro to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by Maha-Metro.
4. I say that if any point of time including the License period, in case Maha-Metro requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of Maha-Metro within time stipulated by them.
5. I say that we do hereby undertake that as on date of Tender submission that neither Maha-Metro/MOUD/Maharashtra Govt. has banned business with the bidder (any member in case of JV) nor any Central/State Government Department/PSU/Other Government entity or local body have banned business with the bidder (any member in case of JV) which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce)”
6. I/We undertake that as on the bid due date of this tender
  - i. MAHA-METRO/MOUD/MOUHUA/Gol/Govt. of Maharashtra have not banned business with us.
  - ii. Any Central/State Government Department/PSU/Other Government entity or local body have not banned business with us, which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce).
7. I/We undertake that in the last 3 (three) years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any

public entity nor have had any contract terminated by any public entity for breach by such Bidder.

- 8. I/We undertake that we have not been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.
- 9. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Tender Document shall entitle us to be disqualified from the Tendering process for this tender. The costs and risks for such disqualification shall be entirely borne by us.
- 10. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:

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

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

DEPONENT



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**BID FORM - VI: Undertaking For Downloaded Tender Document****Bid Document No.:** .....**Dated:****Name of Project: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.”**

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

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

Company Seal:

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

**Name of Project: Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 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
<b>TECHNICAL ENVELOPE</b>			
1	Bid Security		Shall be paid on line on E-tender portal
2	Bid Document Fee or receipt thereof		Shall be paid on line on E-tender portal
1	Bid Form-I: Covering Letter for Bid		
2	Bid Form-II: Details of Bidder		
3	Bid Form-III: Eligibility of Bidders		
3a	Statutory Auditor/ Chartered Accountant Certificate		
3b	Audited Annual Accounts for last three financial years		
4	Bid Form-IV: Format for Power of Attorney for Signing of Bid (not required in case Sole proprietorship Firm)		
5	Bid Form-V: Affidavit For not being barred.		
6	Bid Form VI: Undertaking for Downloaded Tender		
7	Bid Form VII: Checklist		

**NOTE:**

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

Yours faithfully,

Date

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

**BID FORM – VIII: Format for Financial Bid**

Bid Document No.: .....

Dated:

To

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

Metro House, 28/2 Anand Nagar,

C K Naidu Road, Civil Lines, Nagpur-440001

**Subject: Financial Bid for “Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.”**

Dear Sir,

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

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

Sr. No.	Station Name	Property Business Space Number (A)	Area (In Sq. Mts.) (B)	License Fee per Sq. mt. per month (C)	Annual License Fees in figures (D) = (C) * (B) * 12 (In Rupees)	Proposed Usage
1	Khapri Metro Station	KHP/PD-01	210.86			
	<b>(Annual License Fees in words) (in INR)</b>					
2	Khapri Metro Station	KHP/PD-04	196.55			
	<b>(Annual License Fees in words) (in INR)</b>					
3	New-Airport Station	NAP/PD-01	101.27			
	<b>(Annual License Fees in words) (in INR)</b>					

4	Airport Station Metro	NAO/PD-06	301.22 sqm			
		NAO/G-03	314.20 Sqm			
		<b>Total</b>	<b>615.42</b>			
<b>(Total Annual License Fees in words) (in INR)</b>						
5	Airport Station Metro	NAO/PD-05	126.88			
		<b>(Annual License Fees in words) (in INR)</b>				
6	Airport Station Metro	NAO/PD-06	399.50			
		NAO/G-03	143.84			
		<b>Total</b>	<b>543.34</b>			
<b>(Total Annual License Fees in words) (in INR)</b>						
7	Jaiprakash Nagar Metro Station	JIN/PD	188			
		<b>(Annual License Fees in words) (in INR)</b>				
8	Jaiprakash Nagar Metro Station	JIN/PD-05	1189.36			
		<b>(Annual License Fees in words) (in INR)</b>				
9	Jaiprakash Nagar Metro Station	JIN/PD-07	800.00			
		<b>(Annual License Fees in words) (in INR)</b>				

(Note:

1. The usages proposed by the bidder shall be allowed only with prior permission of Maha-Metro. The usage should be other than the usages as mentioned in the banned list of usages, mentioned in 'Annexure – 2: List of Preferable Usage and Banned/Dis-allowed Usage.')

- (a) I/We shall pay to Maha-Metro an Annual License Fees as quoted above along with applicable taxes/GST for the specified license space.
- (b) In addition to the Annual License Fees I/we agree to pay Maha-Metro an Upfront Premium as quoted in **Clause No. 4.6.2**, for the respective property business space, within 30 days of date of acceptance of LoA.

- (c) The License Fees shall be paid on yearly basis for operating at the Licensed Premises for a period of nine (09) years from the date of possession or date mentioned in letter or notice for taking over possession as and when the same is communicated by MAHA-METRO to do so.
- (d) The recurring payments such as Annual License Fees shall be escalated by 20% after completion of every three year of license period, on compounding basis.
- (e) 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.
- (f) The other utility charges like electricity, water, chiller, etc. shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality.
- (g) All statutory taxes, local levies, statutory dues, etc. except property tax, as applicable from time to time shall be levied additionally.

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

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

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

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

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

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

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

**Signatory/Authorized signatory**

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

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

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

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

\_\_\_\_\_ Tel (R): \_\_\_\_\_

**Note:**

- *In the event if the Bidder is willing to submit the bid for more than one business space, then the bidder shall submit separate financial bid for each property business space.*

# Annexures

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

Sr. No.	Station Name	Property Business Space Number	Level/Floor	Location	Area
					(In Sq. Mts.)
1	Khapri Metro Station	KHP/PD-01	Mezzanine Level	Unpaid	210.86
2	Khapri Metro Station	KHP /PD-04	Mezzanine Level	Unpaid	196.55
3	New-Airport Station	NAP/PD-01	Road Level	Unpaid	101.27
4	Airport Metro Station	NAO/PD-01	Road Level (301.22 sqm)	Unpaid Area	615.42
		NAO/G-02	Basement (314.20 Sqm)		
5	Airport Metro Station	NAO/PD-05	Concourse Level	Unpaid Area	126.88
6	Airport Metro Station	NAO/PD-06	Concourse Level (399.50 Sqm)	Unpaid Area	543.34
		NAO/G-03	Basement (143.84 Sqm)		
7	Jaiprakash Nagar Metro Station	JIN/PD	Road Level	Unpaid Area	188.00
8	Jaiprakash Nagar Metro Station	JIN/PD-05	Concourse Level - 2	Unpaid Area	1189.36
9	Jaiprakash Nagar Metro Station	JIN/PD-07	Concourse Level - 3	Unpaid Area	800.00

**Note:**

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



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**Annexure – 2: Usage of the Property Business Space****A. List of Preferable activities**

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

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

**B. List of Banned/Dis-allowed Activities list**

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

**Annexure – 3: Site Plan****Site Plan of Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station***(Attached as a separate PDF File)*

Sr. No.	Station Name	Property Business Space Number	Level/Floor	Area	Refer Site Plan
				(In Sq. Mts.)	
1	Khapri Metro Station	KHP/PD-01	Mezzanine Level	210.86	<b>Annexure - 3 (A)</b>
2	Khapri Metro Station	KHP /PD-04	Mezzanine Level	196.55	<b>Annexure - 3 (A)</b>
3	New-Airport Station	NAP/PD-01	Road Level	101.27	<b>Annexure - 3 (B)</b>
4	Airport Metro Station	NAO/PD-01	Road Level (301.22 sqm)	615.42	<b>Annexure - 3 (C)</b> + <b>Annexure - 3 (E)</b>
		NAO/G-02	Basement (314.20 Sqm)		
5	Airport Metro Station	NAO/PD-05	Concourse Level	126.88	<b>Annexure - 3 (D)</b>
6	Airport Metro Station	NAO/PD-06	Concourse Level (399.50 Sqm)	543.34	<b>Annexure - 3 (D)</b> + <b>Annexure - 3 (E)</b>
		NAO/G-03	Basement (143.84 Sqm)		
7	Jaiprakash Nagar Metro Station	JIN/PD	Road Level	188.00	<b>Annexure - 3 (F)</b>
8	Jaiprakash Nagar Metro Station	JIN/PD-05	Concourse Level - 2	1189.36	<b>Annexure - 3 (G)</b>
9	Jaiprakash Nagar Metro Station	JIN/PD-07	Concourse Level - 3	800.00	<b>Annexure - 3 (H)</b>

**Annexure: 4 – Tool Kit for using E-Tender**

**(Tool Kit for using E-Tender Portal of MAHA-METRO)**

**TENDERING PROCEDURE**

A] Tender Forms.

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

B] Pre-requisites to participate in the Tenders processed by MAHA-METRO:

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

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

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

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

ii. **Obtaining a Digital Certificate:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**i. Preparation of online Briefcase:**

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

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

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

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

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

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

iii. **Download of Tender Documents:**

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

iv. **Online Submission of Bid:**

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

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

**Note:**

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

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

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

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

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

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

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

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

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

**Terms and Conditions for Online-Payments**

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

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

**Privacy Policy:**

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

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

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

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

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

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



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

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

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

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

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

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

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

**Miscellaneous Conditions:**

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

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

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

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

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

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

**Personal Information**

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

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

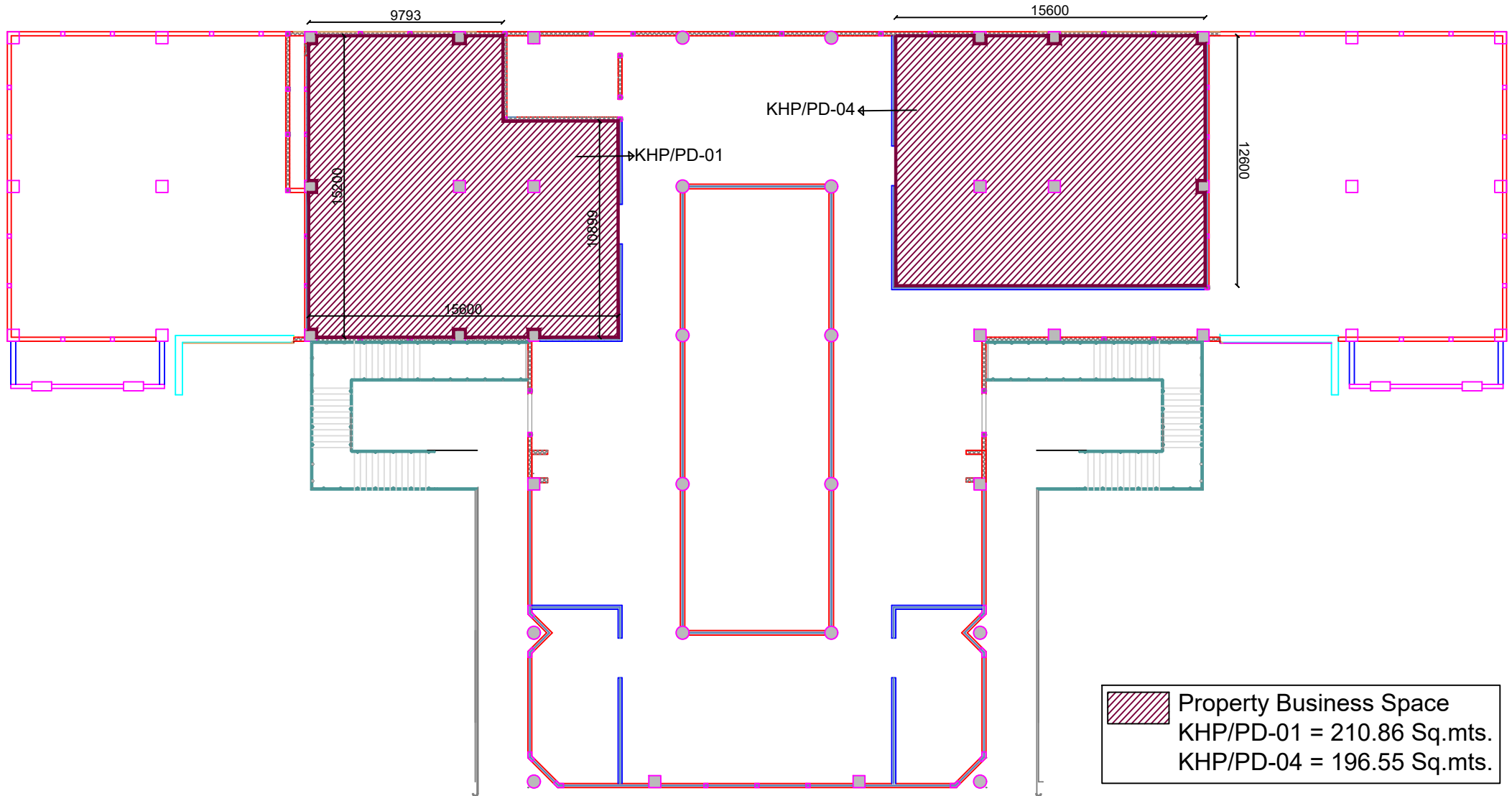
# KHAPRI METRO STATION

## ANNEXURE-3 (A)



← SITABURDI

MIHAN DEPOT →



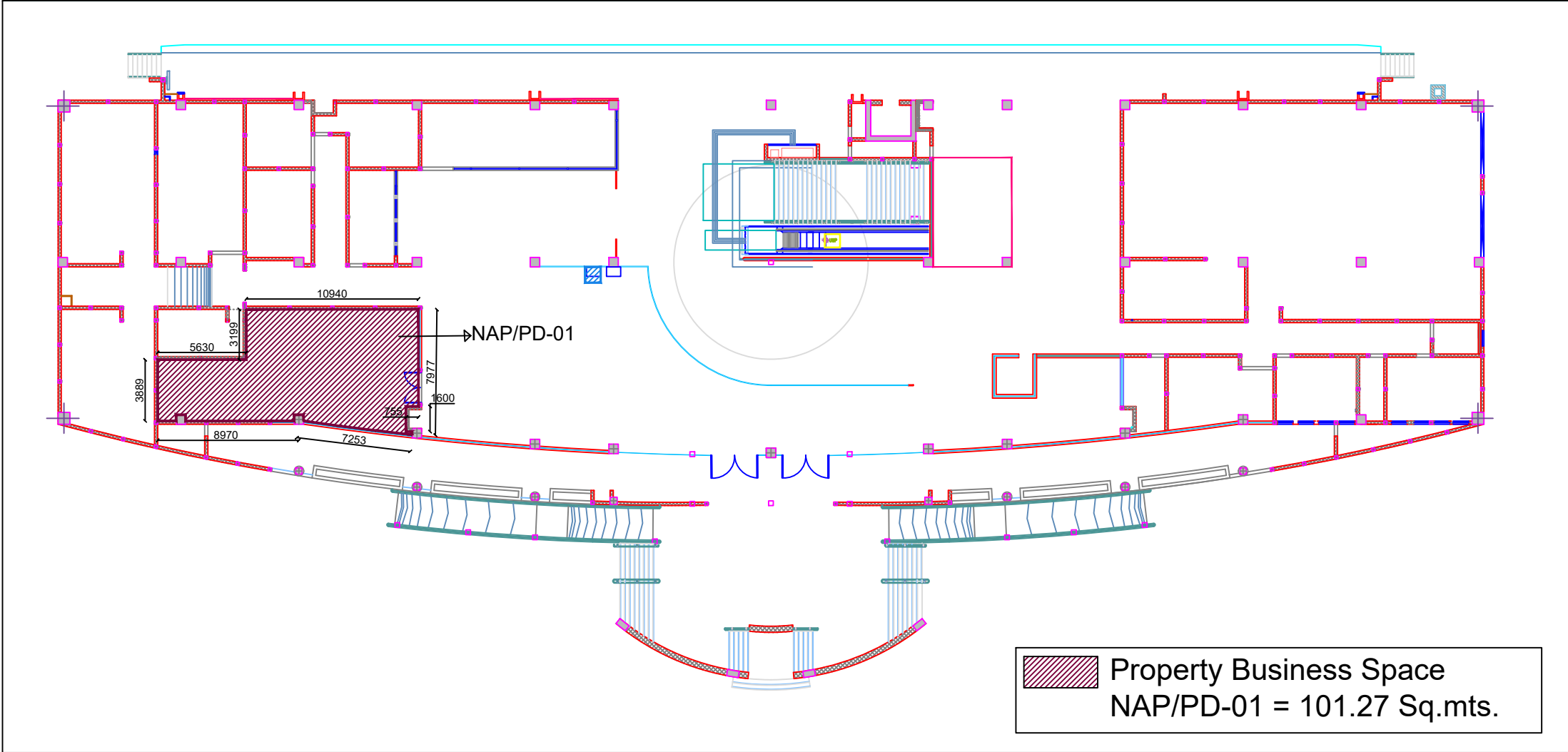
MEZZANINE LEVEL


# NEW AIRPORT METRO STATION



← SITABURDI

MIHAN DEPOT →



 Property Business Space  
NAP/PD-01 = 101.27 Sq.mts.

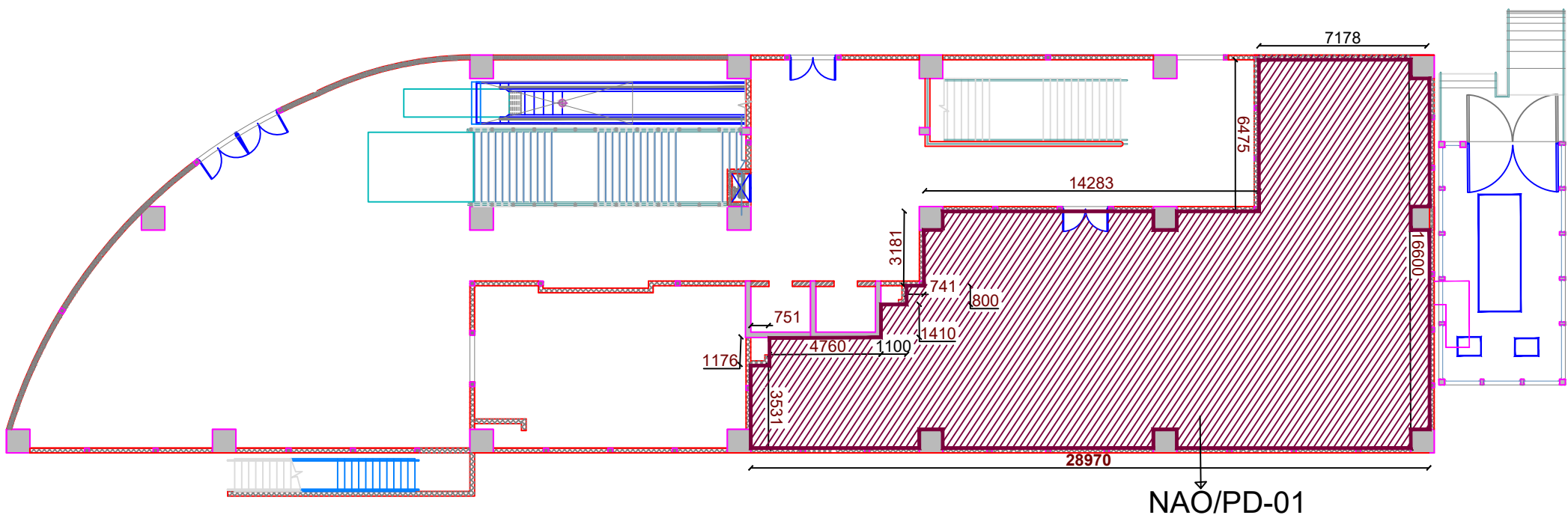
ROAD LEVEL


# AIRPORT METRO STATION



← SITABURDI

MIHAN DEPOT →



 Property Business Space  
NAO/PD-01 = 301.22 Sq.mts.

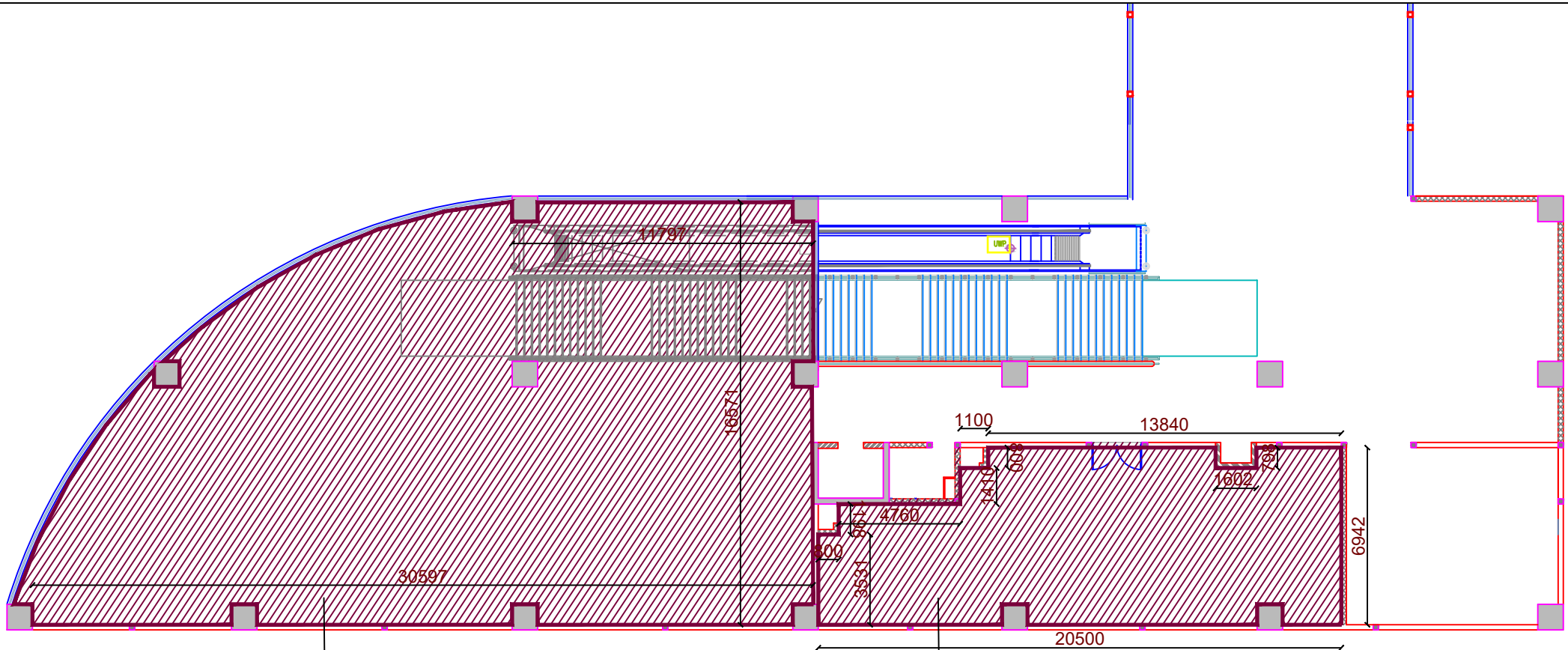
ROAD LEVEL

# AIRPORT METRO STATION




← SITABURDI

MIHAN DEPOT →



NAO/PD-06

NAO/PD-05

 Property Business Space  
NAO/PD-05 = 126.88 Sq.mts.  
NAO/PD-06 = 399.50 Sq.mts.

CONCOURSE LEVEL

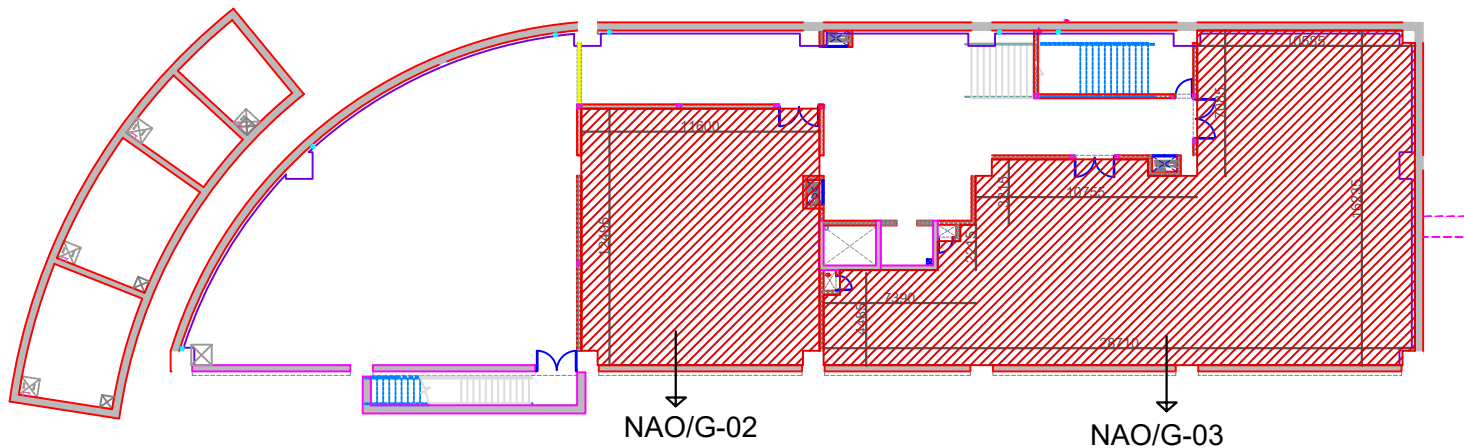



# AIRPORT METRO STATION



← SITABURDI

MIHAN DEPOT →



 Property Business Space  
NAO/G-02 = 143.84 Sq.mts.  
NAO/G-03 = 314.20 Sq.mts.

BASEMENT LEVEL

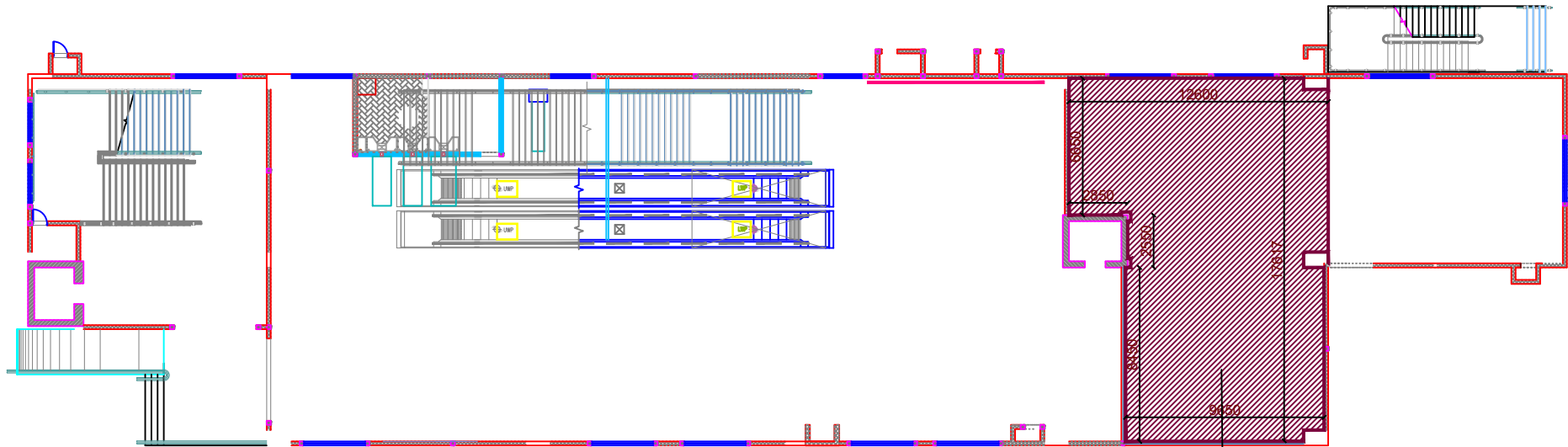
# JAIPRAKASH NAGAR METRO STATION

ANNEXURE-3 (F)



← SITABURDI

MIHAN DEPOT →



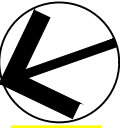
JIN/PD



Property Business Space  
JIN/PD = 188.00 Sq.mts.

ROAD LEVEL (E)

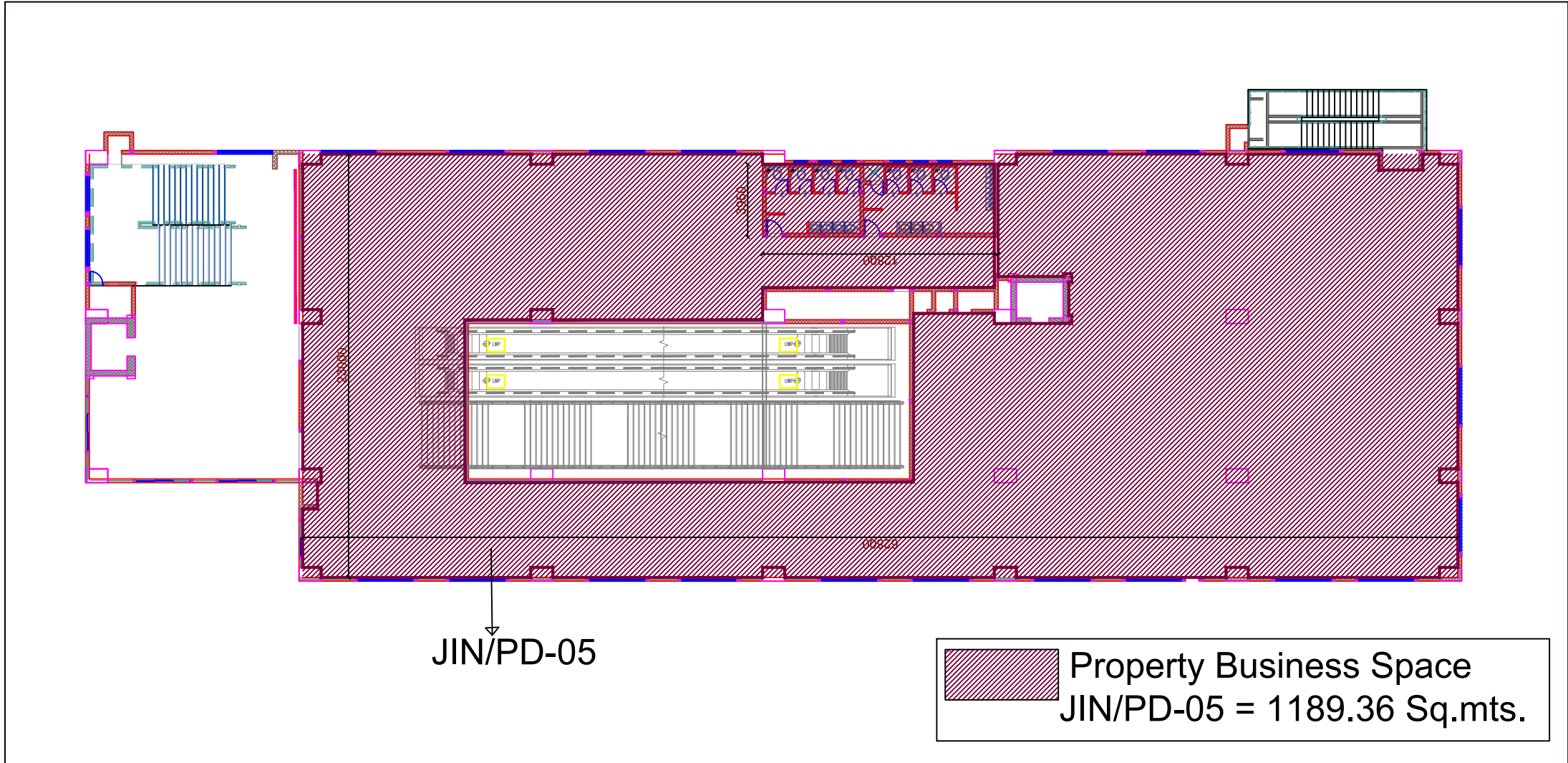
# JAIPRAKASH NAGAR METRO STATION



NORTH

← SITABURDI

MIHAN DEPOT →



CONCOURSE LEVEL - 02 (E)

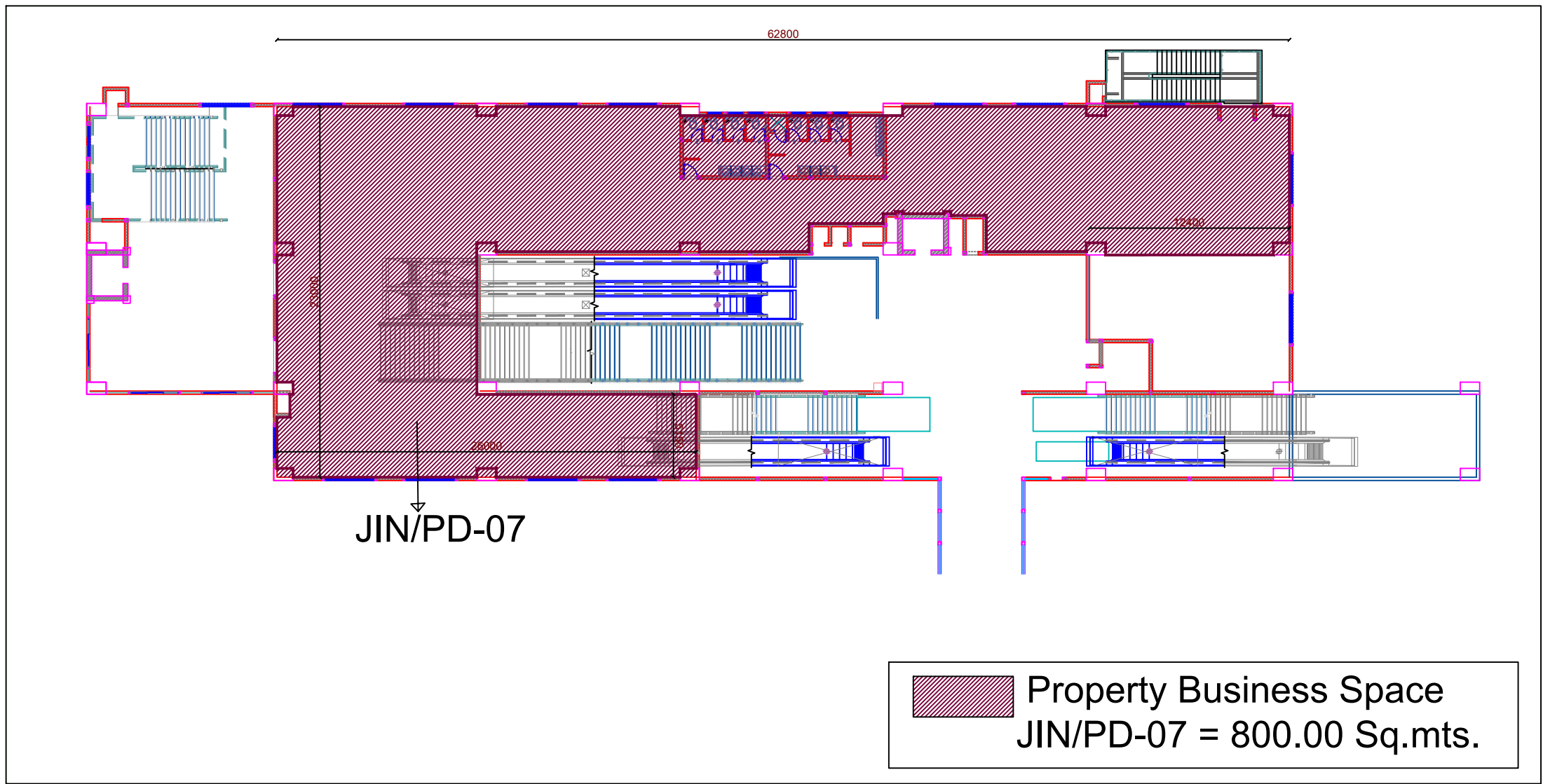
# JAI PRAKASH NAGAR METRO STATION

ANNEXURE-3 (H)



← SITABURDI

MIHAN DEPOT →



CONCOURSE LEVEL - 03 (E)

# **MAHARASHTRA METRO RAIL CORPORATION LTD.**

**(NAGPUR METRO RAIL PROJECT)**

## **Volume II - Draft License Agreement**

**For**

**Licensing of Built-up Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years.**

**Tender No: N1PD-17/2019**



**December 2019**

**MAHARASHTRA METRO RAIL CORPORATION LTD.**

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

**Website:** <http://www.metrorailnagpur.com>

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## LICENSE AGREEMENT

THIS AGREEMENT is entered into on this the ..... day of ....., 20.....

### BETWEEN

1. **Maharashtra Metro Rail Corporation Limited**, a company incorporated under the Companies Act, 1956/2013, having its registered office at “Metro House, 28/2 Anand Nagar, C K Naidu Road, Civil Lines, Nagpur-440001” (hereinafter referred to as “Maha-Metro”), which expression shall, unless it be repugnant to the subject or context thereof, include its administrators, successors and assigns)) of the ONE PART;

### AND

2. .... a company/Partnership Firm/Proprietorship Firm/Society/Trust incorporated/registered under the provisions of the ..... Act, ..... bearing registration Number ..... and having its registered office at ....., (hereinafter referred to as the “Licensee” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

### WHEREAS:

- (A) Maha-Metro, with a view to augment its revenues through non-operating measures/earnings, had invited open bids (by its Tender No. . \_N1PD-08/2019\_ dated 02.01.2019 (the “Request for Proposal” or “RFP”)) from the interested parties for “*Licensing of Property Business Spaces at Khapri Metro Station, New-Airport Metro Station, Airport Metro Station and Jaiprakash Nagar Metro Station of Nagpur Metro Rail Project for a period of 09 Years*”. After considering the offers, Maha-Metro has selected M/s. \_\_\_\_\_ as “Licensee” for assigning licensing rights of built-up space/s no. .... admeasuring ..... Sqm as given in ‘**Annexure – 1 Details of Built-up Space offered for Licencing’** at ..... Metro Station of Nagpur Metro Rail Project, hereinafter called “**Licensed Space**”, on “as is where is basis”.
- (B) Maha-Metro has agreed to provide to the Licensee, the Licensing Rights of Licensed Space (pre identified by Maha-Metro) on “as is where is basis”, on payment of Upfront Premium and Annual License Fee (combinely to be referred as the Total Consideration) and other charges to Maha-Metro on the terms and conditions hereunder contained in this License Agreement.
- (C) The Licensee shall be responsible to develop, furbish, finish, manage, operate and maintain the Licensed Space, licensed to them as specified in this Agreement, at its own cost and expense.
- (D) It is deemed necessary and expedient to enter into this Agreement to record the terms of the said Agreement..

**NOW THEREFORE**, in consideration of the mutual promise and consideration set out herein Maha-Metro and the Licensee (hereinafter collectively called "Parties") witnessed and hereby agree as follows:

A. The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for the Licensed Space bearing No. .... as assigned to him by Maha-Metro at ..... Metro Station of Nagpur Metro Rail project as given in '**Annexure – 1 Details of Built-up Space offered for Licencing**'. The Licensee shall be responsible to finish/furbish, manage, operate, maintain and use, the Licensed Space as specified in this Agreement at its own cost and expense.
- ii. Licensee irrevocably agrees to make all payments including the applicable Upfront Premium and the Annual License Fees as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from Maha-Metro in this regard.
- iii. The Licensee confirms having examined the potential locations inside the \_\_\_\_\_ Metro station in detail and fully understands and comprehends the technical requirements of the built-up structure. The Licensee also confirms full satisfaction as to the business viability of the Licensed Space inside the \_\_\_\_\_ metro station and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse grounds for non-payment of Annual License Fees and other amounts payable to Maha-Metro under this License Agreement.

B. That Maha-Metro and Licensee represent and warrant that they are empowered, authorized and able to make this agreement.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

.....-2019

.....- 2019

(.....)

(.....)

Authorized Signatory

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF Licensee

MAHARASHTRA METRO RAIL CORPORATION  
LIMITED

In Witness whereof the Licensee and the Maha-Metro have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

-----

Maha-Metro

-----

Licensee

## **ARTICLE 1 DEFINITIONS AND INTERPRETATION**

### **1.1. Definitions**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**“Accounting Year”** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

**“Agreement” or “License Agreement”** means this License Agreement to be executed between Maha-Metro and the Selected Bidder in the format approved by Maha-Metro and includes any amendments, annexure hereto made in accordance with the provisions hereof, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

**“Applicable Laws”** means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

**“Applicable Permits”** means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the respective property business space during the subsistence of this Agreement. ;

**“As is where is basis”** means License of the said built-up/property business space including all equipments, installations, fittings and fixtures is given on ‘as is where is basis’. The licensee may make additions or alterations in the licensed space, carry out various installations including electric installations and wiring, with the prior permission of Maha-Metro in writing at its own cost. Licensee shall not be entitled for any compensation with regard to additions carried out by them in the licensed property business space. Licensee shall be required to hand over the Licensed Space at the end of license period.

**“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include amendments to or any re-enactment thereof, as in force from time to time;

**“Maha-Metro Representative”** means such person or persons as may be authorised in writing by the Maha-Metro to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Maha-Metro under this Agreement;

**“Bank”** means any Nationalised/Scheduled Commercial Bank of Indian or Foreign origin having business office in India;

**“Bid”** means the documents in their entirety comprised by the bid submitted by the selected bidder in response to the Request for Proposals in accordance with the provisions thereof;

**“Bid Security”** means the security provided by the Licensee to the Maha-Metro along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

**“Commence Date ” or “Handover Date”** shall have the meaning set forth in Clause 9.1;

**“Commercial Operation Date”** shall mean the immediate next day of completion of moratorium period or commercial operation date of the station, whichever is later.

**“Change in Law”** means the occurrence of any of the following after the date of Bid:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the date of Bid;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
- (e) any change in the rates of any of the Taxes that have a direct effect on the Project;

**“Damages”** shall mean any claim of Maha-Metro against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which Maha-Metro shall be entitled to claim and adjust the Security Deposit/ Performance Guarantee.

**“Drawings”** means all of the drawings, calculations and documents pertaining to the property business space and shall include ‘as built’ drawings;

**“Effective Date”** means the date of signing of License Agreement or the date of handing over of property business space, whichever is later;

**“Emergency”** means a condition or situation that is likely to endanger the security of the individuals on or about the Nagpur Metro Rail project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

**“Force Majeure” or “Force Majeure Event”** shall have the meaning ascribed to it in ARTICLE 14 FORCE MAJEURE;

**“GOI” or “Government”** means the Government of India;

**“Interest Free 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 observance of License Agreement and the payment of all dues as per terms and conditions of the License Agreement.

**“License”** means the licensing rights granted by Maha-Metro to the Selected Bidder with respect to the property business space, based on the terms and conditions of the License Agreement.

**“Licensee”** means the Selected Bidder, who has executed the license agreement with Maha-Metro pursuant to bidding process for carrying out commercial activities (any activity excluding banned list of usage of premises) within the allotted property business space of ..... Metro Station.

**‘License Period’** means a period of 09 years from the Effective Date and ending on the Transfer Date;

**“Licensed Space”** means the specified Property Business space bearing space number \_\_\_\_\_ admeasuring \_\_\_\_\_ sqm. at \_\_\_\_\_ Metro station for commercial operations, handed over by Maha-Metro to the licensee under and in accordance with this License Agreement.

**“License Fees”** shall have the meaning set forth in ARTICLE 4 CONSIDERATION TO MAHA-METRO;

**“Parties”** means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

**“Permits”** shall mean and include all applicable statutory, regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

**“Re.”, “Rs.” or “Rupees” or “Indian Rupees”** means the lawful currency of the Republic of India;

**“Scope of the Project”** shall have the meaning set forth in

## ARTICLE 2 SCOPE OF WORK;

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

**“State”** means the State of Maharashtra and **“State Government”** means the government of that State;

**“Taxes”** means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies;

**“Termination”** means the expiry of the License period or termination of this Agreement and the License hereunder, whichever is earlier;

**“Transfer Date”** means the date on which this Agreement and the License hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

### 1.2. Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words **“include”** and **“including”** are to be construed without limitation and shall be deemed to be followed by **“without limitation”** or **“but not limited to”** whether or not they are followed by such phrases;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a **“business day”** shall be construed as a reference to a day (other than a Sunday) on which banks in Nagpur are generally open for business;

- (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (j) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (k) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) references to any gender shall include the other and the neutral gender;
- (n) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
- (o) “**indebtedness**” shall be construed so as to include any obligation (whether accrued as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (p) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Maha-Metro hereunder or pursuant hereto in any manner whatsoever;
- (r) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, in this behalf and not otherwise;
- (s) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (t) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
- (u) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and



(v) time shall be the essence in the performance of the Parties' of respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Licensee to the Maha-Metro shall be provided free of cost and in three copies, and if the Maha-Metro is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

### **1.3. Measurements and arithmetic conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

### **1.4. Priority of agreements, clauses and schedules**

i This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement; and
- (b) The Bid/Tender Document along with all the corrigendum issued.
- (c) all other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) and (c), (b) above shall prevail over the agreements and documents at (c) above.

ii Subject to the provisions of Clause i, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;

- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) between any value written in numerals and that in words, the latter shall prevail.

## ARTICLE 2 SCOPE OF WORK

The scope of the work (“the “Scope of the Project”) shall mean and include the following:

### 2.1. General Terms and Conditions

- a. Brief details of the separate units of commercial space available in the station are as follows:

Sr. No.	Station Name	Property Business Space Number	Level/Floor	Location (Paid/Unpaid)	Area (in Sq.m.)
1					

**Note : Separate License Agreement will be signed for each PB space.**

### 2.2. Scope of Work

- a. The Licensee shall, at its sole expense and risk, carry out the financing, construction, procurement, management, operations and maintenance of the Licensed Area in accordance with the provisions of this Agreement.
- b. The offered space/s as referred above will be provided on “as is where is basis” and Maha-Metro shall provide -
- o Electricity as per terms and conditions indicated in Annexure-4 of Draft License Agreement.
  - o All necessary modification shall be carried out by the licensee at its own cost after taking valid prior written permission from Maha-Metro. If there is any damage/loss to any structure/asset of Maha-Metro their cost shall be borne by the licensee.
  - o If available, the Bidder can use the parking facility available/provided at the project site. The usage of parking shall be subject to payment of applicable parking charges as decided by Maha-Metro/nominated agency from time to time.
- c. The built-up space shall be provided to Licensee/s on license basis for a period of 09 Years.
- d. It shall be responsibility of the Licensee to furbish/finish the entire offered space at their own cost and as per the specifications approved by of Maha-Metro and its thereafter its operation and maintenance for commercial utilization,.
- e. The usage of property business space shall be in accordance with the activities as listed in “**Annexure – 2 : Usage of the Property Business Space**”. The space(s) can be used for any activity except for activities as mentioned in list of banned usages/ negative list placed at “**Annexure – 2 : Usage of the Property Business Space**”. Maha-Metro shall ensure strictly that there is no violation in this regard.

- f. The Licensee may use or allow the use of the Licensed Area for other activities which are not envisaged in point no. (e.) above, only after taking prior written approval of Maha-Metro.
- g. The space(s) can be used for any activity except for activities mentioned in list of banned usages/ negative list placed at Annexure-2. Maha-Metro has full right to ensure strictly that there is no violation in this regard.
- h. The Licensee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space without damaging the metro station structure or part thereof. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Licensee. The Licensee shall also ensure that the refurbishing within tendered area is not a safety hazard for Maha-Metro civil structures and public at large. The Licensee shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the Licensee shall not interfere or tamper with those installations at any time.
- i. Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing National Building Code applicable for metro stations for the various works to be undertaken within the tendered space.
- j. The Licensee shall be solely responsible for procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the tendered space for desired commercial purposes/ business. Maha-Metro shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- k. Firefighting and other infrastructure so created within the tendered space must be integrated with the infrastructure already provided /planned for the respective metro station by Maha-Metro.
- l. The Licensee shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.
- m. Operate, manage and maintain the entire offered space with adequately trained and experienced team for responsibilities as defined in this tender document.
- n. Under no circumstances, shall the tendered space or facilities constructed or installed at the licensed space / tendered space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- o. The licensee shall not be allowed to monetize the License area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts/etc.
- p. The Licensee ensures that no polythene baggage is utilised/used at the tendered area/ licensed area. Moreover, Licensee shall ensure the proper segregation of food waste i.e. dry and wet waste (if any) before disposal of same.
- q. The Licensee shall be responsible to keep the license space and surrounding area neat and clean.
- r. Comply with all statutory requirements in connection with this tender document.
- s. Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per provisions of this tender document.

- t. Payment of all statutory taxes, service tax, local levies, statutory dues, etc. as and when due and as applicable.

### **2.3. Handing over of tendered space**

- i. After the evaluation of bids, Letter of Acceptance (LOA) will be issued to the Successful Bidder (separate LoA for each PB space). The tendered (bare) space, as mentioned in Annexure-1, shall be handed over for operations and maintenance within 10 (ten) days from the date of signing of License Agreement.
- ii. The Licensee shall not be eligible to claim any compensation on account of any delay in handing over of respective property business space to him.
- iii. Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of space(s). If there is any variation in area the License Fees shall be charged on pro-rata/ actual area basis. Interest free security deposit will not be readjusted if the variation in area handed over is up to 10% else while security deposit will be readjusted according to actual area of the shop.
- iv. Subsequently, if the Licensee applies for additional 'adjacent / same area' (even if for utility) up-to 10% variation in the tendered area within the fitment period (as defined below), the same shall be provided on pro-rata basis, if found feasible, at the sole discretion of Maha-Metro. For area beyond this time frame and/or above 10% variation range of tendered area, the same shall be provided on negotiated / market rate, if found feasible, on the sole discretion of Maha-Metro. Maha-Metro is free to market, area beyond this time frame and/or above 10% variation on open/limited/single tender basis. The license fee for such additional space shall commence after the expiry of 30 days from the date of handing over of space.
- v. Consequent to any alteration / renovation of the licensed / tendered space, for which prior approval from Maha-Metro has been taken by the Licensee, if resulting in any decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination / surrender or natural completion of contract, Maha-Metro reserves the right to ask the Licensee to restore the licensed premises as per original allotment.
- vi. If the Licensee installs an awning with a fixed / stretchable length of 3 feet to shield the premises / commuters from sunlight/ rain/ adverse weather conditions, the same shall not be charged, provided licensed premises is having opening outside station building. Awning beyond fixed/stretchable length of 3 feet is not allowed.
- vii. As evident from the delineated plans, these areas mentioned in above table, apart from carpet area also include the area of balconies, refuge areas, common areas like staircase, lift lobby, ducts area etc. (the "Common Area"). The Licensee shall have no exclusive rights for using the Common Area which shall only be used for the intended purposes. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of the Common Area shall be construed as breach of the License Agreement inviting action as applicable for breach of the same.
- viii. At the time of termination/natural completion of license, Maha-Metro reserves the right to ask the Licensee to restore the said tendered/ licensed space as per original allotment.

- ix. The Licensee acknowledges and accepts that the parking arrangements shall be as per the availability of parking spaces available at the respective metro rail station and no special arrangement or exclusive parking area shall be provided by Maha-Metro.

#### **2.4. Works to be executed**

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

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

- ii. In case where infrastructure facilities as required to be provided by Maha-Metro are not available and provision of the same is likely to be delayed, Maha-Metro may permit the Licensee to execute those infrastructure works in full or in part on behalf of Maha-Metro.
- iii. The specifications and rates of these works shall be agreed upon between Maha-Metro and the Licensee in writing. During execution, works shall be inspected by authorized representative of Maha-Metro to ensure their execution as per prescribed specifications.
- iv. The amount payable to Licensee for execution of above-mentioned infrastructure works, shall after their successful execution, be adjusted against bills raised on them for payment of recurring charges. The adjustment for amount so payable to the Licensee against payment for infrastructure works executed by him may also be made in part, to facilitate his cash flow without prejudice to adjustment of the final amount to be reckoned after completion of works.

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

## **2.5. Property Tax and Registration of License Agreement**

- a. The property tax applicable, if any, on the license space shall be borne by the Licensee. The property tax if applicable shall be paid by Maha-Metro and shall be recovered from Licensee, proportionate to the license area.
- b. Payment of stamp duty for execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by the Licensee.

## **2.6. Infrastructure Services**

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

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

The licensee shall follow the Guidelines of National Building Code, codal provisions of relevant Indian standard Codes and "General Fitout Guidelines", if any, issued by Maha-Metro and comply with the same and its further amendments as issued from time to time

3. The Licensee shall submit all plans / drawings and specification of material whatsoever including but not limited to construction, internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of Maha-Metro before start of any work/s inside the Licensed Area. The Maha-Metro reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations at the Project Site. All materials to be used including electrical materials should be fire resistant and should meet the minimum specifications as mentioned in the respective National Building Code applicable for metro stations and other relevant IS Codes. The prior approval of Maha-Metro is mandatory before commencement of the installation.
4. The Maha-Metro officials of Property Development Department, Civil Department, Electrical Department and MEP (Fire-Fighting) Department of the Maha-Metro will have full and unfettered access to inspect and check the materials before and after the installation, and during the license period. All instructions issued by them in this regard will be complied by Licensee in full and within time stipulated by the said officials. No claim or compensation will be sought by the Licensee on this account.
5. Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:
  - i) The Licensee shall have to take power connection from MSEDCL/respective power distribution company directly. The Licensee shall be responsible to pay its respective electricity bills directly to the concerned power distribution company.
  - ii) If the power is taken from Maha-Metro grid, Maha-Metro will supply electric power @ 0.29 KVA /Sqm for each tendered space, at one point located at respective floor of each property business space (existing panel/isolators installed at electrical rooms of respective metro stations). Further, LT transformation and distribution will be the responsibility of the

Licensee. The tariff and all terms and conditions will be as per the appropriate electric authority regulations as applicable from time to time. Licensee shall have to maintain its power demand within the power allocated.

- iii) DG power available in Maha-Metro network will not be made available to Licensee.
- iv) All costs of shifting of existing lighting/small power sockets circuits/ AHUs etc. if any, that are in tendered space, would be borne by the Licensee. This would include all cost involved in shifting/modification/addition.
- v) The Licensee has to carry out all works for functioning of tendered area on their own with all cost including installation & commissioning of MCB/MCCB/ELCB in spare space of Panel at respective floor, ongoing feeders from panel, cable laying, cable trays, hangers in cable route, earthing, internal wiring, lighting, power distribution etc.
- vi) Any addition / up-gradation/ modification of existing electrical power system works if required, are to be taken up subjected to technical feasibility and approval from Maha-Metro, If approved, same work can be carried out by Licensee along with associated costs.
- vii) The Licensee shall install only LED electrical lights and energy efficient Air-Conditioners to ensures energy conservation.
- viii) Any augmentation to existing fire protection system, if required for licensed space as per norms of Maha-Metro and Nagpur Fire Services Department, shall be done by the Licensee at his own risk & cost after obtaining necessary approval from Maha-Metro as well as Nagpur Fire Services Department.

#### 6. Fire Fighting & Fire Protection

- i. All equipment's, pumps & common piping etc required to be installed outside Licensed Area for firefighting arrangements will be provided by Maha-Metro up-to one point outside or near the Licensed Area, from where the Licensee will take the tap off & make further arrangement inside licensed areas for fire-fighting.
- ii. Inside the Licensed Area, all fire-fighting arrangements, including the fire alarm & detection system for above & below false ceiling shall have to be provided by the Licensee including repeater panel at station control room and integrated in seamless manner with the Maha-Metro system. Such fire-fighting arrangements would conform to the National Building Code, relevant Building Byelaws/ IS Codes, Fire Safety (Fire Prevention) Rules & any other instructions issued by Maha-Metro in this regard.
- iii. Only after certification by the O&M officer / authorized representative of Maha-Metro, shall the Licensee be permitted to occupy and use the Licensed Space(s) for commercial purposes.
- iv. The Maha-Metro reserves the right to inspect the Licensed Space(s) at any time during the License Period in connection with fire-fighting readiness. Maha-Metro may also issue directives in this regard, which shall have to be adhered to and complied by Licensee. Any additional works as may be indicated on this account will also be carried out by the Licensee at its own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by the Maha-Metro.

#### 7. Water supply:



Water supply will be arranged by Maha-Metro and provided at one point within the station premises. The Licensee will have to make their own arrangements for drawing pipe lines from aforesaid point to tendered / licensed area at their own cost. Further, Licensee will have to make its own arrangement for distributions of water including the installation of meters, storage and purification at its own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the Licensee at their own costs and in this connection it shall follow all the directives as may be issued by the authorized representative of the Maha-Metro. The water charges shall be charged on actual basis and shall be charged as per commercial rate of water, as decided by Nagpur Municipal Corporation from time to time.

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

8. Civil Utilities:

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

9. Disposal of Waste:

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

10. Security and other services:

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

11. Space for chiller plant.

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

12. The Licensee shall ensure that all relevant approvals / NOC for different commercial activities are obtained by him from respective departments. He shall also ensure:
  - a. Maintenance of its fire equipment's in good condition at all times.
  - b. Availability of trained staff round the clock at PD premises.
  - c. No additions/ alterations are done without the prior approval of competent authority of the Maha-Metro.
  - d. Record of periodic check of fire equipment's and installation is maintained as per relevant code of practice.
  - e. Deviation if any may be brought to the notice of the Maha-Metro on account of its being the controlling authority.
  
13. Further, it is clarified that the Licensee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of the fire safety system that is exclusively under scope and control of Licensee. The Maha-Metro shall not be responsible for any loss of life and property in PD premises due to any malfunctioning of the fire system in case of any fire emergency within the Licensed Area.

## **2.7. Signages and Advertisements**

- a. The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to conform to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall also need to obtain a written approval from Maha-Metro before putting up any form of signage and Maha-Metro reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by Maha-Metro. Signage should be used only for the business being run by the Licensee in the licensed premises. In addition, the Licensee shall also be required standard materials as per standards prevalent in Maha-Metro, for which he shall seek necessary approval from Maha-Metro.
- b. Space for 1 common totem pole shall be provided by the Maha-Metro without any additional License fee at a suitable location. Space for Totem pole will be provided on the Ground/ Concourse floor of appropriate size. The totem pole shall be backlit. Branding of all the property Business spaces shall be done on the common totem pole. The installation cost, electricity consumption charges, taxes etc. (if any) shall be borne by the Licensee.
- c. No advertisement in any format shall be permitted on the outer surface of the Licensed Space. However, the licensee shall be allowed to use interior of the Licensed Spaces for display of advertisement only about the business / commodity being run / sold by the Licensee in the Licensed Space(s).
- d. The Licensee shall need to obtain a written approval from Maha-Metro by way of a notice before putting up any form of signage/ advertisement within/outside their premises and Maha-Metro reserves the right to refuse or to suggest an alternation to the same. The signage/ advertisement shape and location etc are subject to architectural controls to be issued by Maha-Metro.
- e. Placement of signage/ advertisement without the permission of Maha-Metro or placement in non-approved locations shall attract a penalty of Rs.5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of

persistence default, Maha-Metro reserve the right to terminate the agreement with forfeiture of the (interest free) security deposit and advance License fee paid in its favour.

- f. Maha-Metro shall not unreasonably interfere with the signage/ advertisement plan. If Maha-Metro is not satisfied and raises any objections, the licensee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek Maha-Metro approval once again

## **2.8. Extension of Date of Commencement / Moratorium Period / License Period**

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

## **2.9. Grace Period**

- i. The Grace period of 90 (ninety) days is proposed for the project. The Grace period shall be at the end of License tenure.
- ii. The Grace period shall be free of cost i.e. no License Fee will be charged for this period
- iii. 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 90 days period. And after lapse of this 90 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 of 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-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with Maha-Metro. No grace period shall be provided to licensee if the licensee decides to terminate the contract within the lock-in period.

## **2.10. Other Conditions**

- a. If during the License period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee and Maha-Metro shall not be liable for any such claims. The Licensee would be responsible for all the payments arising out of any third

- party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.
- b. Licensee shall provide unfettered access to the authorized representative of Maha-Metro and its operation staff for the purpose of maintenance works (with respect to Nagpur Metro Rail Project), if applicable, inside the specified area at all times during the License period.
  - c. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party during and/or associated with the refurbishing/finishing and operations/maintenance of the property business space. All civil and criminal liability shall be the responsibility of the Licensee.
  - d. The Licensee shall not employ any person who is under the age of 18 years.
  - e. Entry and access in paid area by the workmen of the licensee shall be through smart card and its cost shall be borne by the licensee. Identity Cards shall be issued by Maha-Metro but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations. All the Licensee's personnel shall be required to possess ID card while working in Maha-Metro's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
  - f. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area licensed to him) and normal business, operation and commuters' facilities of Metro Rail Services.
  - g. Upon observation of any such infringement the Maha-Metro shall issue a notice of compliance. If the Licensee fails to comply with three such notice and continue such infringement, Maha-Metro shall have right to impose a penalty of Rs. 5000/ per day. This penalty shall be in addition to License Fees & other taxes payable to Maha-Metro. In the event if penalty is imposed on Licensee for 3 times during the entire License tenure, then the agreement shall be liable for termination, subject to decision of Maha-Metro.
  - h. It shall be mandatory for the Licensee to follow the operational timings of Nagpur Metro Rail.





### **ARTICLE 3 GRANT OF LICENSE**

#### **3.1. The License**

3.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, and in particular subject to the due fulfillment of all the obligations assumed towards Maha-Metro by the Licensee, Maha-Metro hereby grants and authorizes the Licensee to the following (the "Specified Purpose") :

- a. To have access to Licensed Space(s) during the License Period, develop, finance, commission, operate, manage and maintain the Licensed Space(s) during the License Period at the cost and risk of the Licensee. Any development made by the Licensee on the Licensed Space(s) shall be deemed to be the property of Maha-Metro and all the rights of the Licensee in the Licensed Space(s) shall relinquish in the favour of Maha-Metro.
- b. Subsequent to the Moratorium Period, to utilise the licensed space, at its own costs and risk, for carrying out activities stated at Point No. 2.2 (**Error! Reference source not found.**) during the License Period on the terms and conditions stated herein and derive income from it.

3.1.2 Maha-Metro may at its sole discretion, subject to availability and technical feasibility and if the same will not in any manner affect the operation of the other activities of Maha-Metro, shall provide to licensee additional area on terrace and/or on the ground floor of the Metro Station, for installation of utilities and services such as water tanks, air conditioning plants and generators etc. on commercial terms mentioned in this Agreement.

3.1.3 Nothing contained herein, including the act of granting permission to develop the Licensed Space(s) and use of the developed licensed Area or any part thereof shall vest or create any proprietary interest in the Licensed Area or any part thereof including any permanent fixtures, fittings, etc. installed in the Licensed Area in favour of the Licensee or any part thereof or any other person claiming through or under the Licensee. The Licensee shall not in any manner sell, transfer, assign, sub-lease, sub-license, mortgage, charge, create any lien or otherwise encumber or deal with the Licensed Area in any manner whatsoever.

3.1.4 Subject to and in accordance with the provisions of this Agreement, the License is hereby granted and shall oblige or entitle (as the case may be) the Licensee to:

- (a) Right of Way, access and licence to the property business area i.e. builtup area allotted for the purpose of and to the extent conferred by the provisions of this Agreement;
- (b) manage, operate and maintain the property business space allotted and regulate the use thereof by third parties;
- (c) demand, collect and appropriate revenue from the users for using the property business area or any part thereof;
- (d) perform and fulfil all the Licensee's obligations under and in accordance with this Agreement;
- (e) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Licensee under this Agreement; and
- (f) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the License hereby granted or on the whole or any part of the Project nor transfer, License or part possession thereof.

### **3.2. Grant subject to obligation**

- 3.2.1 It is clarified that the rights granted in respect of operation and maintenance of the property business space under this Article 3 to the Licensee are subject to the conditions attached to exercise of such rights and performance of its obligations as set out in the Agreement and other documents executed pursuant to the Agreement.

### **3.3. License Period**

- a. The License is hereby granted in favour of the Licensee for a total period of 09 (nine) years from the Commencement Date subject to unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder/Licensee, in term of provisions of License Agreement.
- b. The tenure of License Agreement shall commence from the date of handing over of the property business space.
- c. Tenure of the License Period of any additional space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over for such additional space.
- d. There shall be a lock in period of three (03) years from the date of commencement of agreement/handling over of licensed space.
- e. Licensee shall have option to exit from the License Agreement immediately after completion of lock in period of 3 (Three) years. For it, Licensee shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation can be given after four and half (2 ½) years however option to exit will be available only after three (03) years.
- f. At no time during the license tenure, the Licensee shall be allowed to surrender partial Licensed Space which has been handed over to the Licensee by Maha-Metro.
- g. At the end of License period or in the event of termination of this agreement prior to completion of license tenure, for any reason whatsoever, all rights given under this License Agreement shall cease to have effect and the premises shall revert to Maha-Metro, without any obligation to Maha-Metro to pay or adjust any consideration or other payment to the Licensee.
- h. The tenure shall be inclusive of fitment period as applicable for the tendered space.
- i. On completion/ termination of License Agreement, the Licensee shall hand over the space with normal wear & tear. The Licensee shall be allowed to remove its assets like temporary structure, furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.
- j. At the end of the License Period or sooner determination of this Agreement for any reason whatsoever all rights given under this License Agreement shall cease to have effect and the Licensed Area with all the furniture and fixtures and other assets permanently attached to the Licensed Area shall revert to Maha-Metro without any obligation on part of Maha-Metro to pay or adjust any consideration or other payment to the Licensee. The Licensee voluntarily gives Maha-Metro the right to seal the said Licensed Space(s) and remarket the same as part on its discretion upon Termination of this Agreement. No claim, compensation or damages will be entertained by Maha-Metro on this account.



**3.4. Restriction on sub-leasing/sub-licensing the use of the Licensed Area or any part thereof**

- 3.4.1 The Licensee shall be entitled to sub-license the built-up space to any person or entity (the “Sub-Licensee”), only after adding the necessary structures and utility services. Further sub-licensing by a Sub-Licensee is not permitted.
- 3.4.2 The Sub-license shall be co-terminus with the period of the license agreement. The sub-license shall however be for the use of the License Space(s), during the subsistence of the License Period only with a clear stipulation that all such sub-licenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Licensee shall specifically stipulate this covenant of termination of the rights of the Sub-Licensees, and further that such Sub-Licensee shall not have any claim or seek any compensation from Maha-Metro for such termination.
- 3.4.3 The Licensee shall prepare a draft standard format of the sub-license agreement, which will be required to be signed by the Sub-Licensee for use of the Licensed Space(s). Prior written approval of Maha-Metro shall be obtained by the Licensee in respect of such standard draft. Maha-Metro may specify certain covenants to be incorporated in the sub-license agreement to protect its interests. Only after such covenants are incorporated in the sub-license agreement, the Licensee will be entitled to enter into sub-license agreement and shall be required to submit copies of each such sub-license agreement to Maha-Metro for verification and record. In case of any deviation from the above-mentioned standard draft sub-license agreements, the Licensee shall obtain the prior written consent and approval of the Maha-Metro before entering into an agreement with a Sub-Licensee. Maha-Metro reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.
- 3.4.4 At any point of time, the Licensee shall not enter or cause any of its Sub-Licensees to enter into any sub-license agreement with any person or entity for transfer of its rights which would adversely affect the interests of Maha-Metro or is not available to the Licensee in the first place. Any such act of the Licensee or Sub-Licensee(s) shall render the license Agreement liable for termination at the sole cost and expense of the Licensee.

**ARTICLE 4 CONSIDERATION TO MAHA-METRO**

**4.1. Charging of Upfron Premium and Annual License Fees**

**4.1.1. Upfront Premium**

In lieu of the rights transferred to the Licensee for the property business space number ..... at ..... Metro Station, the Licensee on ..... has paid an upfront premium amounting to Rs. .... in the form of ..... bearing .....transaction reference No. .... from ..... Bank.

**4.1.2. The Annual License Fees**

a. In lieu of the rights transferred to the Licensee for the property business space number ..... at ..... Metro Station, the Licensee on has quoted an Annual License Fees of Rs. .... per Sqmt per month, to be paid to Maha-Metro during the entire license period. The Annual License Fees shall be paid on advance basis shall be due one month prior to the commencement of each agreement year.

b. The Annual License fee as applicable for the base year shall be computed as follows –

<b>Annual License Fees =</b>	<b>License Fee per Sqmt. as quoted by Licensee (rate per sqmt per month)</b>	<b>*</b>	<b>Actual area of property Business space allotted to the Licensee.</b>	<b>*</b>	<b>12 months</b>
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c. The charging of Annual license fee shall commence immediately after the end of moratorium period as applicable for the respective property business space, irrespective of scenario where fitment period is exceeding the allowed period.

d. The payment of Annual License Fees applicable for the first year (prorata basis) amounting to Rs. .... is paid in the form of ..... bearing .....transaction reference No. .... from ..... Bank..

e. The license fee shall be paid to Maha-Metro on yearly basis and shall be paid in advance by the last working day of the previous running year. This has also been illustrated below for better understanding of licensee –

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

The license fee can be paid by Demand Draft/ Pay Order/NEFT/RTGS in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur. The designated account number for Maha-Metro and IFSC Code for crediting the Lincense fees will be provided in the demand note generated.

f. The payment of Annual Licensee fee shall be paid in accordance with the payment schedule as mentioned below –

**Schedule of payment to be prepared and pasted.**

- g. The Annual license fee shall be escalated by 20% on compounding basis after completion of every three (3) years.

#### 4.1.3. Utility Area Charges

- a. Apart from the area mentioned, the additional area on terrace and the ground floor or elsewhere (to the extent available and provided subject to technical feasibility) for the installation of utilities and services such as water tanks, AC plants, Generators, etc. shall be charged additionally, on annual basis. The Licensee shall accept the area made available for utilities and services by the Maha-Metro against written request from the Licensee. No part payment or instalments will be allowed in this regard.
- b. The area provided to licensee, for installation of utilities, shall be charged on yearly basis and shall be as follows –

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

#### 4.1.4. Common Area Maintenance

- a. The Licensee shall also be required to pay Common Area Maintenance Fees for the respective property Business spaces allotted to him. The fees for the initial three years from the date of handover shall be **Rs. 10 per Sqft per month**. For consequent License tenure, the common area maintenance fees shall be in accordance with the timely revision made by by Maha-Metro in this regards.

#### 4.1.5. Other Conditions

- a. The date of handing over of premises shall be treated as the day of commencement of License period/tenure.
- b. In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the License Fee and maintenance fee shall be counted from the commencement date.
- c. The account shall be reconciled by Maha-Metro on annual basis.
- d. The Licensee agrees voluntarily and unequivocally to make all payments to Maha-Metro as may be due before the due date, without waiting for any formal advice from Maha-Metro. In the events of non-receipt of any invoice, the Licensee agrees to collect the same from the office of authorized representative of the Licensor.
- e. Licensee shall periodically advise the details of payment deposited with Maha-Metro. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of Maha-Metro), then others dues/ liabilities like electricity, etc. and lastly the Annual License fee shall be accounted for.
- f. If the Licensee fails to pay or partly pay the Annual license fee and/or any other dues required to be paid as per terms and condition of License Agreement by the due date, a 15 (Fifteen) days Cure Notice shall be issued to pay the outstanding Annual license fees and/or other dues

along with an interest of 15% (Fifteen percent) per annum on the outstanding dues after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of Annual License Fees and/or other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.

- i. In the event of the Licensee failing to deposit the outstanding License Fee and other dues within the 15 (fifteen) days' cure notice, Maha-Metro shall issue a termination notice to make payment of outstanding License Fee and other dues within next 30 (thirty) days.
- ii. In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of 30 (thirty) days termination notice, on 16th day of issuance of aforesaid termination letter, Maha-Metro shall disconnect all utilities provided to the Licensee.
- iii. In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of termination notice, it shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle Maha-Metro to encash the Security Deposit/Performance Security and terminate the License Agreement as per provisions stipulated in Chapter-15 of the License Agreement.
- g. In the event of default of Licensee in making payments of License fees, maintenance charges (as applicable), charges for electric supply, air conditioning charges, taxes or any other dues towards Maha-Metro in prescribed time, Maha-Metro shall be entitled to discontinue / disconnect the service of electricity /air conditioning / water / sewer etc in licensed premises and debar the Licensee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, Maha-Metro shall also have the rights including but not limited to restrict the access of Licensee in licensed premises and recover all dues along with interest
- h. In case Licensee makes default in payment of License Fees for 3 (three) times during the entire License Period, the agreement shall be liable for termination by the Maha-Metro.
- i. Other charges as applicable and detailed in the License agreement will have to be borne by the Licensee

#### **4.2. Taxes, Penalties and Third Party Dues**

- 4.2.1.** The applicable Goods and Service Tax (GST) along with applicable cess (if any) or any other taxes as applicable shall be payable extra, as applicable, from time to time.
- 4.2.2.** All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the respective Government agencies.
- 4.2.3.** The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure or Govt. guidelines will be imposed on the property business space separately.
- 4.2.4.** In the event of termination of the license agreement before the completion of the Lockin period, the License Fees and any other payment along with Performance Security and Security

Deposit as the case may be submitted to the Maha-Metro till date shall be forfeited and the Licensee shall be blacklisted.

#### **4.3. Charges for Electricity and Water**

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

## **ARTICLE 5 OBLIGATIONS OF THE Licensee**

### **5.1. Obligations of the Licensee**

- 5.1.1.** The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
- a. to obtain due permits, necessary approvals, clearances and sanctions from Maha-Metro and all other competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, telecommunication, etc.;
  - b. to comply and observe at all times with all Applicable Permits, approvals and Applicable Laws in the performance of its obligations under this Agreement including those being performed by any of its contractors;
  - c. to develop, operate and maintain the Licensed Area at all times in conformity with this Agreement;
  - d. to furnish Maha-Metro with the "As built" Drawings of the Licensed Space(s) within the Moratorium Period;
  - e. to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors etc.;
  - f. to take all reasonable steps to protect the environment (both on and off the property business space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
  - g. to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
  - h. to take all responsible precautions for the prevention of accidents on or about the property business space and provide all reasonable assistance and emergency medical aid to accident victims;
  - i. not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of the Licensed premises and/or other installed assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement;
  - j. to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Metro Station, metro commuters or Maha-Metro's activities.
  - k. at all times, to afford access to the Licensed Property Business Space to the authorised representatives of Maha-Metro, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Licensed Property Business Space, to inspect the Licensed Property Business Space and to investigate any matter within their authority and upon reasonable notice; and
  - l. use non-combustable material in the allotted space for creation/erection/installation of any kind of furniture, fixtures and or partitions within the space. Use of combustible

material within the property business space shall not be permitted under any circumstances.

m. to comply with the divestment requirements and hand over the Licensed Property Business Space to Maha-Metro upon Termination of the Agreement;

**5.1.2.** The Licensee shall be solely and primarily responsible to Maha-Metro for observance of all the provisions of this License Agreement on behalf of its employees and representatives and agents and any person acting under or for and on behalf of the Licensee, contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, its agents or employees.

**5.1.3.** Sub- Licensing: Licensee shall not be entitled to sub-license the licensed space allotted to him.

**5.1.4.** Licensee shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.

**5.1.5.** No tenancy/sub-tenancy is being created by Maha-Metro in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

- a. The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.
- b. The rights, which Licensee shall have in relation to the said licensed space, are only those set out in this Agreement.
- c. The relationship between Maha-Metro and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Principal Agent or Partnership or Association of persons is hereby being created or intended to be created between Maha-Metro on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

## **5.2. Employment of trained personnel**

- a. The Licensee shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- b. The Licensee shall also ensure that the persons employed for work are above 18 years of age, and no child labour is being engaged for the work.

## **5.3. Authorised Representative and Project Manager**

**5.3.1.** The Licensee shall, within 30 (thirty) days from the Effective Date, nominate its Authorised Representative and shall authorise him for all correspondence, communication, signing of

documents, participation in meetings etc. with Maha-Metro in respect of the Property Business Space and issues relating to or arising out of the Agreement.

- 5.3.2.** The Licensee shall at all times, take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct, by or amongst, his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Project, against such conduct. The Licensee alongwith his Contractors (if any) shall disclose a list of all their employees and workmen, who are involved in the operation and maintenance of the project. The Licensee shall ensure that under no circumstances, the employees and workmen of the Licensee or any Contractor, are otherwise deemed to be employees of Maha-Metro.

#### **5.4. Obligation with respect to Taxes, duties**

- 5.4.1.** The Licensee shall be solely responsible to pay all other statutory taxes, statutory dues, local levies, Property tax (proportionate to the Property Business space) as applicable on the agreement. The said taxes and all other third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the license fees for onward remittance to the Government. The Licensee 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 like introduction of GST as per Govt. guidelines will also be applicable.
- 5.4.2.** Any new levies, taxes, cess etc. if any, imposed by Government Authorities on Maha-Metro for awarding the contract shall be recovered from the Bidder separately by Maha-Metro. However it is to be noted that Income tax if any which is imposed on Maha-Metro shall be borne by Maha-Metro only.
- 5.4.3.** Payment of stamp duty on execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by Licensee.
- 5.4.4.** If the Licensee fails to pay any Taxes, charges, outgoing payments etc., which expenses he is required to bear, and the same are instead paid by the Maha-Metro, then Maha-Metro shall be entitled, to be reimbursed for such amounts by the Licensee along with interest at a rate of 15% (Fifteen percent) per annum. In addition the Licensee shall pay as damages to the Maha-Metro 25% (Twenty Five Percent) of the sum total of amount paid by Maha-Metro and interest payable to Maha-Metro.

#### **5.5. Approvals & Licences for the Project**

- 5.5.1.** The Licensee shall observe and conform to all Applicable Laws relating to the Property Business Space, the Property Business Space in any way and in particular but not limited to all public and labour related issues including health and sanitation in force for the time being. The Licensee shall ensure and shall remain responsible that its Contractors and End Users shall also adhere with Applicable Laws as required in the Agreement.
- 5.5.2.** The Licensee shall at all times, obtain and keep valid all Applicable Permits, which are required by Applicable Law, to undertake the Project/Property Business Space.
- 5.5.3.** Without prejudice to the foregoing:



- i. The Licensee and its Contractors shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 and the Rules made thereunder.
- ii. The Licensee and its Contractors shall be responsible to ensure compliance with the provisions of the Apprentice Act, 1961 and the Rules and orders issued thereunder from time to time in respect of apprentices.
- iii. The Licensee and its Sub-Contractors shall comply with the provisions of the Payment of Wages Act, 1936 and the rules thereunder.
- iv. The Licensee shall comply with the provisions of all labour laws, rules & Regulations in force and as modified from time to time, where ever applicable..
- v. The Licensee shall be responsible for the safety of all employees directly or through Contractor employed by it on the Project and shall report serious accidents to any of them however and wherever occurring on the Licensed premises to Maha-Metro Representative or Maha-Metro Representative's Representative and shall make every arrangement to render all possible assistance.
- vi. For the purposes of all Applicable Laws, the Licensee shall be deemed to be the principal employer of all workers working at the Licensed premises. The Licensee shall indemnify Maha-Metro from and against any Liabilities under any of the Acts or Rules thereunder mentioned in this Article or any other Applicable Laws, and in case through order of any Government Authority, Maha-Metro or the Railway has to pay any compensation in respect of the Licensed premises, Maha-Metro shall recover such amount of compensation so paid from the Security Deposit or otherwise from the Licensee under these conditions.

## **ARTICLE 6 OBLIGATIONS OF MAHA-METRO**

### **6.1. Obligations of Maha-Metro**

- 6.1.1.** Maha-Metro shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2.** Maha-Metro agrees to provide the support to the Licensee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) grant the Licensee the right of way to the respective property business space where the Licensee is selected as Highest Bidder.
  - (b) ensure that no barriers are erected or placed on or about the property business space by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
  - (c) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
  - (d) support, cooperate with and facilitate the Licensee in the usage, operation and maintenance of the property business space allotted in accordance with the provisions of this Agreement;

## **ARTICLE 7 REPRESENTATIONS AND WARRANTIES**

### **7.1. Representations and warranties of the Licensee**

The Licensee represents and warrants to Maha-Metro that:

- (a) it is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to undertake the said property business space in accordance with the terms of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) all its rights and interests in the property business space shall pass to and vest in Maha-Metro on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of Maha-Metro, and that none of the Licensed premises Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

- (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the License or entering into this Agreement or for influencing or attempting to influence any officer or employee of Maha-Metro in connection therewith; and
- (l) all information provided by the selected bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

## **7.2. Representations and warranties of Maha-Metro**

Maha-Metro represents and warrants to the Licensee that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on Maha-Metro's ability to perform its obligations under this Agreement;
- (f) it has complied with Applicable Laws in all material respects;
- (g) it has the right, power and authority to manage and operate the Licensed premises up to the Effective Date; and
- (h) it has good and valid ownership of the property business space, and has power and authority to grant a licence in respect thereto to the Licensee.

## **7.3. Disclosure**

In the event that any occurrence or circumstances comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

## **ARTICLE 8 DISCLAIMER**

### **8.1. Disclaimer**

- 8.1.1.** The Licensee acknowledges that prior to the execution of this Agreement, the Licensee has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Licensed premises, Specifications and Standards, built-up space, existing structures, local conditions, traffic volumes and all information provided by Maha-Metro or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Maha-Metro makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Licensee confirms that it shall have no claim whatsoever against Maha-Metro in this regard.
- 8.1.2.** Licensee acknowledges that prior to execution of this Agreement, they have extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 8.1.3.** Licensee acknowledges that prior to execution of this Agreement, they have carefully assessed of intended earnings from said business and that they will be fully responsible for all its assessment in this regard.
- 8.1.4.** Licensee confirms having seen / visited / assessed the intent of this License Agreement and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 8.1.5.** Licensee also confirms that it has fully analyzed to their fullest satisfaction, business viability of the Licensee and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 8.1.6.** Licensee hereby undertakes that as on date
- vii. Maha-Metro/MOUD/MOUHUA/Gol/Govt. of Maharashtra has not banned business with the Licensee or Any Central/State Government Department/PSU/Other Government entity or local body has not have banned business with the licensee which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce).
- 8.1.7.** The Lincesee acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that Maha-Metro shall not be liable for the same in any manner whatsoever to the Licensee or any person claiming through.

## ARTICLE 9 SECURITY DEPOSIT

### 9.1. Security Deposit

9.1.1. The Licensee shall, for the performance of its obligations hereunder during the entire License Period, provide to Maha-Metro within 30 Days of Letter of Acceptance, a Security Deposit.

9.1.2. The Security Deposit Amount for each property business space shall be as follows –

Sr. No.	Station Name	Property Business Space Number	Area	Security Deposit
			(In Sq. Mts.)	(Amount In Rupees)
				Amount equivalent to 1st Year of annual license fees for each Property Business Space.

9.1.3. The Security Deposit shall be submitted in the form of Cash/Demand Draft/Account Payee Cheque/NEFT/RTGS and shall be retained by authority for the entire license period. The EMD/ Bid Security already submitted with bid shall be adjusted with the Security Deposit, in case of Licensee, balance amount shall be paid by the Licensee to “Maharashtra Metro Rail Corporation Limited”

9.1.4. The Security Deposit shall be with Maha-Metro for the entire License Period and shall be treated as “Interest Free deposits”.

9.1.5. The Interest Free Security Deposit for the Property Business Spaces shall be equal to 100% of first year’s Annual License Fees and shall be renewed every three years for similar amount after incorporating escalation.

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

- Up to Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer.
- For amount more than Rs. 10 Lakhs, first Rs. 10 Lakhs in the form of DD/PO/ Online Account transfer; amount exceeding Rs. 10 Lakhs, minimum 50% in the form of DD/PO/ Online Account transfer (subject to maximum of Rs. 50.00 Lakhs) & balance amount in the form of Bank Guarantee.

9.1.6. The Interest Free Security Deposit shall be escalated by 20% on compounding basis after completion of every three (3) year.

9.1.7. 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.

9.1.8. Maha-Metro shall encash/adjust the Security Deposit against penalties as levied upon the Licensee during the entire License period.

### 9.2. Appropriation of Security Deposit

Upon occurrence of a Licensee’s Default, Maha-Metro shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts

from the Security Deposit as Damages for such Licensee Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Security Deposit, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be, and the Licensee shall, within the time so granted, replenish or furnish fresh Security Deposit as aforesaid failing which Maha-Metro shall be entitled to terminate this Agreement. Upon replenishment or furnishing of a fresh Security Deposit, as the case may be, as aforesaid, the Licensee shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Licensee Default, and in the event of the Licensee not curing its default within such Cure Period, Maha-Metro shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 15.

### **9.3. Release of Security Deposit**

The Security Deposit amounting to Rs. ....../- (Rupees ..... Lakhs) shall remain in force and effect for the entire License period. This Security Deposit shall be released upon Completion of entire License period and/or the termination (payable only in the event of non-Licensee default) date whichever is earlier. The Security Deposit shall be released subject to Maha-Metro's right to receive or recover amounts if any due from Licensee under this Agreement. No interest shall be paid on the Security Deposit.

## **ARTICLE 10 ENTRY TO COMMERCIAL SERVICE**

### **10.1. Effective Date**

The Effective Date shall mean the date of signing of License Agreement or the date of handing over of possession or date mentioned in letter or notice for taking over possession of licensed space(s), whichever is earlier.

### **10.2. Commercial Operation Date (COD)**

The Commercial Operation Date (COD) shall mean the immediate date upon completion of moratorium period or commercial operation date of the station, whichever is later.

### **10.3. Fitment period**

For carrying out the fit-outs, finishing works etc., Licensee would be permitted with fitment period which is as follows -

- Built Up Area > 100 Sqm but < 500 Sqm - **90 days**
- Built Up Area > 500 Sqm but < 1000 Sqm - **120 days**
- Built Up Area > 1000 Sqm - **180 days**

The fitment period shall commence from the date of handing over of business space to licensee. The Licensee shall have to complete in all respects the development of the tendered / licensed space, within the allowed fitment period. The agreement shall be valid for a period of 09 years from the date of handover of property business space, irrespective of extension of fitment period by Maha-Metro.

### **10.4. Moratorium Period**

For carrying out the fit-outs, finishing works etc., Licensee would be permitted to have a rent free moratorium period. The moratorium period shall be as follows –

- Built Up Area > 100 Sqm but < 500 Sqm - **90 days**
- Built Up Area > 500 Sqm but < 1000 Sqm - **120 days**
- Built Up Area > 1000 Sqm - **180 days**

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



## **ARTICLE 11 OPERATION AND MAINTENANCE**

### **11.1. O&M obligations of the Licensee**

**11.1.1.** During the Operation Period, the Licensee shall operate and maintain the premises in accordance with this Agreement and if required, modify, repair or otherwise make improvements to the premises to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Licensee hereunder shall include:

- (a) permitting safe, smooth and uninterrupted flow of visitors on the premises during normal operating conditions;
- (b) undertaking routine maintenance including prompt repairs;
- (c) undertaking routine maintenance of equipment if any;
- (d) preventing, with the assistance of concerned law enforcement agencies, any unauthorised use of the premises;
- (e) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the premises;
- (f) protection of the environment and provision of equipment and materials therefore;
- (g) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Licensed premises;
- (h) maintaining a public relations unit to interface with and attend to suggestions from the Users, government agencies, media and other agencies; and
- (i) complying with Safety Requirements in accordance with Article 18.

**11.1.2.** The usage of property business space shall be in accordance with the activities as listed in **Annexure – 2 : Usage of the Property Business Space**

**11.1.3.** Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound condition by maintaining it properly at their own cost during the License Period. Licensee shall bear the cost of minor day-to-day repairs, annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during augmentation of the Licensed Space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.

**11.1.4.** Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost.

**11.1.5.** Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.

**11.1.6.** In case of accident caused due to negligence of the Licensee resulting into injury/ death to Maha-Metro employees/ other users/ any person or loss to Maha-Metro property, Licensee

shall compensate the loss(es), pay compensation without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of Agreement.

- 11.1.7.** The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- 11.1.8.** The overall control and supervision of the premises shall remain vested with Maha-Metro who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license agreement.
- 11.1.9.** The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of Maha-Metro for inspection of Licensed Space or for repair of Maha-Metro utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the licensed area, proper protection as advised by Maha-Metro shall be done by Licensee.
- 11.1.10.** Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- 11.1.11.** The Licensee and their authorized representatives shall have free access to the licensed spaces at all the times. The necessary identity cards to such person(s) shall be issued by Maha-Metro in accordance with its extant policy. However, entry into paid area or travelling by Metro trains shall be as per general policy to Maha-Metro commuters.
- 11.1.12.** Encroachment: The Licensee shall not encroach upon common areas/circulating areas or any other space, and restrict their operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine/compensation @ Rs.1000/- on the first occasion, Rs.2,000/- on the second occasion and Rs.3,000/- after second occasion shall be imposed by Maha-Metro. Thereafter Maha-Metro reserves the right to revoke the license for breach of contract.
- 11.1.13.** Further, Maha-Metro can impose the fine on Licensee up to Rs.5,000/- per offence per week on the following offenses:
- i. Any staff of Licensee found in drunken condition/ indulging in bad conduct.
  - ii. Any staff of the Licensee found creating nuisance.
  - iii. Improper maintenance & defacement of the Metro Property.
  - iv. Dishonor of drafts and Cheques given by Licensee in favour of Maha-Metro.
  - v. Misbehavior with staff and commuters of Maha-Metro.
  - vi. Not following safety and security norms as may be indicated by authorized representative of Maha-Metro.
  - vii. Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
  - viii. Not following the instructions issued by Maha-Metro authorities from time to time

**11.1.14.** The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha-Metro official not below the rank of Deputy General Manager (DGM).

**11.1.15.** It shall be sole responsibility of the Licensee to maintain law and order in its licensed premises. Maha-Metro shall, in no way, will be responsible/accountable of any mis-happenings in the premises given on license basis to the Licensee.

## **11.2. Maintenance Requirements**

**11.2.1.** The Licensee shall at all times during the Operation Period of the Licensed premises conforms to the maintenance requirements. The Licensee shall repair or rectify any defect or deficiency occurred during Operation & Maintenance of the Licensed premises. The obligations of the Licensee in respect of maintenance requirements shall include repair and rectification of the defects and deficiencies occurred during operation of the Licensed premises.

## **11.3. Safety, breakdowns and accidents**

**11.3.1.** The Licensee shall ensure safe conditions within the premises and surrounding areas, and in the event of unsafe conditions, breakdowns and accidents, it shall follow the relevant operating procedures. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.

## **11.4. De-commissioning due to Emergency**

**11.4.1.** If in the reasonable opinion of the Licensee, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the property business space/ premises, the Licensee shall be entitled to de-commission and close the whole or any part of the property business space allotted to him so long as such Emergency and the consequences thereof warrant; provided that such decommissioning and particulars thereof shall be notified by the Licensee to Maha-Metro without any delay, and the Licensee shall diligently carry out and abide by any reasonable directions that Maha-Metro may give for dealing with such Emergency.

**11.4.2.** The Licensee shall re-commission the operations and maintenance of the premises or the affected part thereof as quickly as possible after the circumstances leading to its decommissioning and closure have ceased to exist or have so abated as to enable the Licensee to re-commission the property business space /premises. However the recommissioning of the space be done only after the written approval of Maha-Metro.

## **11.5. Authority's right to take remedial measures**

**11.5.1.** In the event the Licensee does not maintain and/or repair the Licensed premises and such breach is causing or likely to cause the safety and security of a public at a large, Maha-Metro shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Licensee, and to recover its cost from the Licensee. In addition to recovery of the aforesaid cost, a sum equal to 25% (twenty five percent) of such cost shall be paid by the Licensee to Maha-Metro as Damages.

**11.5.2.** Maha-Metro shall have the right, and the Licensee hereby expressly grants to Maha-Metro the right, to recover the costs and Damages specified in Clause 11.5.1 above .

**11.6. Overriding powers of Maha-Metro**

**11.6.1.** If in the reasonable opinion of Maha-Metro, the Licensee is in material breach of its obligations under this Agreement and, in particular, the maintenance requirements, and such breach is causing or likely to cause material hardship or danger to the Users, Maha-Metro may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Licensee to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

**11.6.2.** In the event that the Licensee, upon notice under Clause 11.6.1, fails to rectify or remove any hardship or danger within a reasonable period, Maha-Metro may exercise overriding powers under this Clause 11.6.2 and take over the performance of any or all the obligations of the Licensee to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by Maha-Metro shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by Maha-Metro in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and Maha-Metro shall be entitled to recover them from the Licensee in accordance with the provisions of Clause 11.5 along with the Damages specified therein.

**11.6.3.** In the event of a national emergency, civil commotion or any other act specified in Clause 11.4, Maha-Metro may take over the performance of any or all the obligations of the Licensee to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Licensed premises or give such directions to the Licensee as may be deemed necessary; provided that the exercise of such overriding powers by Maha-Metro shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by Maha-Metro. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 26. It is also agreed that the Licensee shall comply with such instructions as Maha-Metro may issue in pursuance of the provisions of this Clause 11.6, and shall provide assistance and cooperation to Maha-Metro, on a best effort basis, for performance of its obligations hereunder.

**11.7. Restoration of loss or damage to Licensed premises**

**11.7.1.** Save and except as otherwise expressly provided in this Agreement, in the event that the property business space/premises or any part thereof suffers any loss or damage during the License Period from any cause whatsoever, the Licensee shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the builtup area /premises allotted conforms to the provisions of this Agreement.

## **ARTICLE 12 INDEMNITY AND INSURANCE**

### **12.1. Insurance**

**12.1.1.** The Licensee shall, at its own cost and expense, purchase and maintain during the License Period insurance to cover against:

- a. Loss, damage or destruction of the Licensed Area, at replacement value;
- b. The Licensee's general liability arising out of this Agreement;
- c. Liability to third parties in the form of Injury, disability and death;
- d. The risks that may devolve on Maha-Metro as a consequence of any act of negligence or omission by the Licensee or its employees, agents, contractors etc.; and

Any other insurance that may be necessary under and in accordance with the financing documents, Applicable Laws to protect the Licensee and its employees, including all Force Majeure Events that are insurable, and not otherwise covered in items above.

**12.1.2.** The aggregate of the maximum sums insured under the insurance taken out by the Licensee pursuant to this Article 12 are herein referred to as the "Insurance Cover".

**12.1.3.** The Licensee shall, immediately upon obtaining any insurance policy as per the requirement of this Agreement, provide to Maha-Metro copies or appropriate endorsements, certifications or other satisfactory evidence of insurance including copies of all premium payment receipts or renewals of all such insurance policies.

**12.1.4.** Such insurance shall not be cancelled, changed or terminated until the expiration of at least 45 (forty five) days after written notice of such cancellation, change or Termination has been given to Maha-Metro in writing. If at any point of time the Licensee fails to maintain in force and effect any or all of the insurance policies required under this Agreement, Maha-Metro may, at its option, purchase and maintain such insurance at the cost and expense of the Licensee. All sums incurred by Maha-Metro thereon shall be reimbursed by the Licensee forthwith on demand, failing which the same shall be recovered by the Maha-Metro from the Security Deposit of the Licensee.

**12.1.5.** In the event of default i.e. failure of the Licensee to maintain the Insurance Cover, the Licensee agrees and undertakes to indemnify and hold the Maha-Metro harmless against any and all liabilities, losses, damages, claims, expenses suffered by the Maha-Metro.

### **12.2. Indemnity**

**12.2.1.** The Licensee hereby undertakes to indemnify, defend, save and hold harmless the Licensor and its officers, servants, agents, (hereinafter referred to as the "Licensor's Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatsoever kind and nature, whether arising out of any breach by the Licensee of any of its obligations under this Agreement or any related agreement or Applicable Laws or from any negligence of the Licensee under contract or tort or on any other ground whatsoever.

- 12.2.2.** The Licensee hereby undertakes to indemnify and hold Licensor Indemnified Persons harmless against all costs, damages, liabilities, expenses arising out of any third party claims, relating to non- completion of the Fit-Out Activities; quality of the Fit-out Activities, the activities related to development and operations of the Licensed Space(s).
- 12.2.3.** The Licensee hereby undertakes to indemnify Licensor Indemnified Persons against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 12.2.4.** The Licensee hereby indemnifies Licensor Indemnified Persons against any loss or damage to Project Site or otherwise for any act and omission of the Licensee including for breach of License Agreement or any Applicable Law by Licensee as the case may be.
- 12.2.5.** The Licensee hereby undertakes that Licensor Indemnified Persons shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of its contractors / sub contractors. The Licensee shall indemnify and keep indemnified Licensor Indemnified Persons against all such damages and compensation, all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 12.2.6.** Survival on Termination
- The provisions of this Clause '12.2' shall survive Termination.

## **ARTICLE 13 MONITORING OF OPERATION AND MAINTENANCE**

### **13.1. Reports of unusual occurrence**

The Licensee shall, prior to the close of each day, send to Maha-Metro, by facsimile or e-mail, a report stating accidents and unusual occurrences on the premises relating to the safety and security of the users/commuters and the Nagpur Metro Rail Project. For the purposes of this Clause, accidents and unusual occurrences on the Licensed premises shall include:

- (a) death or injury to any person;
- (b) damaged or dislodged of equipment;
- (c) any obstruction on the premises, which results in slow down of the services being provided by the Licensee or which may result in slowdown of the services provided by the Authority;
- (d) communication failure affecting the operation of premises;
- (e) smoke or fire;
- (f) flooding of Licensed premises; and
- (g) such other relevant information as may be required by Maha-Metro.

## **ARTICLE 14 FORCE MAJEURE**

### **14.1. Force Majeure**

**14.1.1.** Neither Maha-Metro nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- e. Earthquake, Flood, Inundation, Landslide.
- f. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- g. Fire caused by reasons not attributable to the Licensee.
- h. Acts of terrorism
- i. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- j. Strikes or boycotts, other than those involving the Licensor/ Licensee, its contractors, or their employees, agents etc.

### **14.2. Notice of Force Majeure Event**

**14.2.1.** As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (the "Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- a) The nature and extent of the Force Majeure Event ;
- b) The estimated period for which the Force Majeure Event is expected to last;
- c) The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

### **14.3. Performance of Obligations**

**14.3.1.** The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- a. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 14.2;
- b. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;



- c. There shall be no Termination of this Agreement due to Force Majeure Event except as provided in Clause 14.4;
- d. Where the Licensee is the Affected Party, the various deadlines set forth in this Agreement and the License Period shall be extended by the period for which such Force Majeure Event shall subsist.
- e. Where the Licensee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the Licensed Space(s) as a result of the Force Majeure Event and to restore the facilities in the Licensed Space(s) , in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- f. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder. The non issue of such notice being no excuse for any delay for resuming such performance;
- g. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- h. Any proceeds of Insurance taken to safeguard force majeure events, received by the Licensee shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by Maha-Metro.

#### **14.4. Termination due to a Force Majeure Event**

In case a Force Majeure Event subsists for a period of 180 (one hundred eighty) days or more within a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days prior Termination Notice in writing to the other Party without being liable in any manner whatsoever.

## **ARTICLE 15 BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT**

### **15.1. Surrender of License Agreement:**

- 15.1.1.** No partial surrender of licensed space or part of the licensed space which has been handed over to the Licensee by Maha-Metro shall be permissible during the tenure of the License Agreement.
- 15.1.2.** The Licensee shall have option to surrender the license agreement after three (03) years lock-in period provided -
- a. The Licensee successfully completes initial three (03) years lock in period.
  - b. There is no arrear pending with the Licensee on the date of issue of surrender notice.
  - c. Maha-Metro receives a 180 days advance notice, in writing, from licensee for its intention to surrender the license agreement. Such notice of 180 days can be given as per the provisions of this license agreement.
  - d. Licensee continues to pay all dues as per schedule to Maha-Metro till the date of premature closure of License Agreement.
  - e. Licensee hand over peaceful possession of the all Licensed space to Maha-Metro free from all encumbrances within 30 (thirty) days from the termination of License agreement.

If Licensee satisfies the above said conditions, Maha-Metro shall terminate the Agreement and refund interest free Security Deposit/ Performance Security after adjusting any outstanding amount on the part of Licensee.

- 15.1.3.** If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of three (03) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by Maha-Metro. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of Maha-Metro after adjustment of outstanding dues, if any, payable to Maha-Metro. No grace period shall be provided to Licensee in such a case. Maha-Metro may also recover the balance outstanding dues, if they are more than Interest Free Security Deposit, from the other contracts of Licensee in Maha-Metro. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Maha-Metro will seize their property at nil/ zero value. Maha-Metro shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 15.1.4.** There shall be a lock in period of three (03) years from the date of commencement of agreement. The Licensee shall have option to exit from the License Agreement immediately after completion of the lock in period. For it, the Licensee 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 three (03) years. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by Licensee. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee. Maha-Metro may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other

contracts of Licensee in Maha-Metro. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else Maha-Metro will seize their property at nil / zero value. Maha-Metro shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- 15.1.5.** If the Licensee is desirous of terminating the license after expiry of above said lock-in period without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Interest Free Security Deposit shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. Maha-Metro may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in Maha-Metro. Balance outstanding dues, if are more than Interest Free Security Deposit, shall also be recoverable from the licensee before Licensee is permitted to remove their establishment(s) or else Maha-Metro will seize their property at nil/ zero value. Maha-Metro shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

**15.2. Breach of License Agreement/ Licensee's Events of Default:**

- 15.2.1.** Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee's Events of Default:
- a. If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to Maha-Metro without any contributory factor of the Licensee.
  - b. If the Licensee fails to pay Annual License Fee, utility charges, common area charges, penalty or Damage herein specified or any other dues to be paid by the Licensee to Maha-Metro by the stipulated date.
  - c. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
  - d. If the Licensee is in persistent non-compliance of the written instructions of a Maha-Metro officials.
  - e. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to Maha-Metro employees/ commuters or loss to Maha-Metro property.
  - f. If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from Maha-Metro fails to cure the Default to the satisfaction of Maha-Metro.
  - g. If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

- h. If the Licensee engaging or knowingly has allowed any of its employees or agents to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- i. If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
- j. If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- k. If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Maha-Metro, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- l. If the Licensee has abandoned the Licensed Space.
- m. If the licensee violates banned usage as per list given in Annexure-II.
- n. If the licensee submitted false undertaking (as detailed on Clause No. 3.5 of Chapter-3) regarding not blacklisting / ban Licensee by Central/ State Government Department/ Public Sector Undertaking/ Other Government Entities or Local Body or termination of contract due to their nonperformance after award of contract during last three (03) years.

### **15.3. Termination of License Agreement by Maha-Metro:**

**15.3.1.** Provided that in the event of application of clauses 15.2 (a) and (b) above, Maha-Metro shall give to the Licensee 30 days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the Maha-Metro within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedy the default to the satisfaction of the Maha-Metro within the cure period, then Maha-Metro shall be within its rights to disconnect the utility services & terminate the License Agreement. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

### **15.4. On Operational Ground:**

**15.4.1.** Maha-Metro reserves the right to terminate the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months notice and the Security Deposit shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

### **15.5. Termination for Force Majeure:**

**15.5.1.** The License Agreement may be terminated for Force Majeure Reasons as specified in Article -14.

**15.6. Other Terms & Conditions:**

**15.6.1.** On termination of License Agreement:

- a. All third party agreements, entered by the Licensee with respect to the said property business space, shall stand terminated with immediate effect ;
- b. In case of termination of agreement on account of Licensee's Events of Default, the interest free Security Deposit and/or Performance Security shall be forfeited in favour of Maha-Metro. Any outstanding dues payable to Maha-Metro shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit, shall be recovered from the licensee.
- c. All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and

**15.6.2.** A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.

- i. On termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Maha-Metro's authorized representative within 30 days from the date of termination of License Agreement, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to Maha-Metro structures. The Licensee shall be allowed to remove their temporary structures, assets like furniture, almirahs, airconditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, Maha-Metro reserves the right to deduct/ recover damage charges. No grace period shall be provided to licensee, if licensee terminates the contract within the lockin period.
- ii. If the Licensee fails to vacate the premises within the grace period of ninety (90) days, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation for this thirty (30) days period. And, after lapse of this ninety (90) days grace period, Maha-Metro shall take over the goods / property treating at NIL/ Zero value, even if it is under lock & key; and shall be free to dispose-off the 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-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Security available with Maha-Metro. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.
- iii. After vacating the premises, the Licensee shall submit a vacation certificate from the Maha-Metro's authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.
- iv. The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge

any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to Maha-Metro including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot in charge or his authorized representative subsequent to termination of License Agreement.

- v. Rights of Maha-Metro on Termination: Maha-Metro shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or reemployment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed space.
- vi. On termination of Agreement, Maha-Metro shall have rights to re-market or to seal/ lock the Licensed Space.

#### **15.7. Rights of Maha-Metro on Termination**

**15.7.1.** Notwithstanding anything contained in this Agreement, Maha-Metro shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed Space(s).

**15.7.2.** In cases of termination of License agreement due to default of Licensee, Maha-Metro shall have the exclusive rights to cut water supply, electricity, sewerage connection to the Licensed area and also start process for eviction of Licensee from Maha-Metro property.

#### **15.8. Right to re-market the said Licensed Space(s) on Termination**

**15.8.1.** Notwithstanding anything contained in this Agreement, Maha-Metro shall have right to remarket the Licensed Space(s) on Termination of this Agreement for any reasons whatsoever.

## **ARTICLE 16 DISPUTE RESOLUTION/ARBITRATION**

### **16.1. Amicable Resolution**

#### **16.1.1. No legal action till Dispute Settlement Procedure is exhausted.**

Any and all Disputes shall be settled in accordance with the provisions of Article 16. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 16 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

#### **16.1.2. Notice of Dispute**

For the purpose of Sub-Clause 16.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of takeover of the License Space by Maha-Metro.

#### **16.1.3. Two Stages for Dispute Resolution**

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act- 1996" & amended by the Arbitration & Conciliation ( Amendment ) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. and in accordance with this Clause.

#### **16.1.4. Conciliation**

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Licensor. The Conciliator shall assist the parties to reach an amicable

settlement in an independent and impartial manner.

#### **16.1.5. Conciliation Procedure**

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Licensee who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996” of India & amended by the Arbitration & Conciliation (Amendment ) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of Maha-Metro who would be Deputy HOD level officer and above. The Licensor and the Licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

#### **16.1.6. Termination of Conciliation Proceedings**

The conciliation proceedings shall be terminated:

- a) by the signing of the settlement agreement by the parties on the date of agreement; or
- b) b) by written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
- c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) by a written declaration of a party to the other party and the conciliator, if appointed, to



the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

## **16.2. Arbitration**

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the License Agreement or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the Licensor, shall be referred to arbitration. Other matters shall not be included in the reference.
- b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Maharashtra Metro Rail Corporation Limited, Nagpur (MD/Maha-Metro).
- c. The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

### **16.2.1. Number of Arbitrators: The arbitral tribunal shall consist of:**

- i. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- j. 3 (Three) arbitrators in all other cases.

### **16.2.2. Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:**

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 03 names to the Contractor. The Licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Licensor. In case the Licensee fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha-Metro then MD/Maha-Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.

ii) In case of 3 Arbitrators:

- a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 5 names to the Licensee. The Licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Licensor.
- b) Licensor will decide the second Arbitrator. MD/Maha-Metro shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Licensee, within 30 days from the receipt of the consent for one name of the Arbitrator from the Licensee. In case the Licensee fails to give his consent within 30 days of dispatch of the request of the Licensor then MD/Maha-Metro shall nominate both the Arbitrators from the panel.
- c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Licensee or from the larger panel of Arbitrators to be provided to them by Licensor at the request of two appointed Arbitrators ( if so desired by them ) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / Maha-Metro, Nagpur.
- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Maha-Metro fails to act without undue delay, the MD/Maha-Metro shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The Licensor at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Licensee.

**16.2.3.** Qualification and Experience of Arbitrators (to be appointed as per sub-clause 16.2.2 above)  
: The Arbitrators to be appointed shall have minimum qualification and experience as under:

**Arbitrator shall be;**

a Working / Retired Officer (not below E-8 grade in a PSU with which Maha-Metro has no business relationship) of any discipline of Engineering or Accounts / Finance department, having experience in Contract Management;

or

a Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in Maha-Metro or a PSU with which Maha-Metro has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- 16.2.4.** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 16.2.5.** Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.
- 16.2.6.** It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation ( Amendment ) Act , 2015 or as amended up to date.
- 16.2.7.** If the Licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Licensor/ Conciliator that the final demand is ready, he/they will be deemed to have waived his/their claim(s) and the Licensor shall be discharged and released of all liabilities under the License Agreement in respect of these claims.
- 16.2.8.** Arbitration proceedings shall be held at Nagpur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 16.2.9.** The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based.

A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.

**16.2.10.** The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

**16.2.11.** A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award. party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**16.2.12.** Interest on Arbitration Award

Where the arbitral award is for the payment of money, interest @ 15% per annum shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

**16.2.13.** Cost of Conciliation / Arbitration

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the Licensor from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Licensor or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Licensor and the Licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by Maha-Metro are as per Schedule-D enclosed.

**16.2.14. Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, the court at Nagpur shall have the exclusive jurisdiction to try all disputes between the parties.

## **ARTICLE 17 REPRESENTATIONS AND WARRANTIES**

### **17.1. The Licensee represents and warrants to Maha-Metro that -**

- a. It is duly organized, validly existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the commercial utilization of Licensed bare space;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- g. There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- i. It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to Maha-Metro or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;

- k. The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Maha-Metro shall not be liable for the same in any manner whatsoever to the Licensee.
- l. The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of Maha-Metro. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

**17.2. Obligation to notify change:**

In the event that any of the representations or warranties made/given by the Licensee ceases to be true or stands changed, it shall promptly notify Maha-Metro of the same.

## **ARTICLE 18 MISCELLANEOUS**

### **18.1. Interest and Right of Set Off**

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at the rate of 15% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off. Provided that the stipulation regarding interest for delayed payments contained in this Clause 14.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

#### **18.1.1. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. The Courts at Nagpur shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

#### **18.1.2. Waiver**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

#### **18.1.3. Survival**

Termination of this Agreement (a) shall not relieve the Licensee or Maha-Metro of any obligations already incurred hereunder which expressly or by implication survives

Termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations

or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination

**18.1.4. Amendments**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

**18.1.5. No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. Maha-Metro is also not a principal employer in regard to the activities of the Licensee.

**18.1.6. Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**18.1.7. Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

**18.1.8. Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

**18.1.9. Employees of Licensee**

The employees/ staff of the Licensee shall not be deemed or construed to be the employees of the Maha-Metro. The Licensee understands and undertakes that its employees/ staff shall make no claim against the Maha-Metro for any reasons whatsoever. Further, the Licensee also agrees that the Maha-Metro shall not be liable for any accident/injury or claims of the workers/ employees during the execution of the developmental works under this



Agreement and the Licensee hereby indemnifies and undertakes to keep Maha-Metro indemnified in respect of the same.

**18.1.10. Encroachment**

The Licensee shall have no exclusive rights for using the Common Areas and restrict its operation to within the Licensed Area. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of Common Area shall be construed as breach of the License Agreement inviting action as applicable for breach of the License Agreement.

**18.1.11. Registration of Agreement:-**

The registration of License/lease agreements should be done within 30 days of signing of agreement, the licensee/ lessee (registration fees, stamp duty etc to be fully borne by the licensee/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.

In case the registration of the license/lease agreement /amendment is not done within the 30 days of signing of license/lease agreement/ amendment, it shall be treated as “Material Breach of Contract”. The Licensee will be given 30 days time to cure the defaults In case Licensee fail to remedy the default to the satisfaction of the Maha-Metro within the cure period, Maha-Metro may terminate the License agreement after expiry of cure period duly forfeiting the security deposit/ any other amount paid by Licensee.

**18.2. Miscellaneous**

**18.2.1.** All penalty amounts stipulated in the License Agreement shall become double after completion of every 5 (five) years from the date of commencement of License Agreement on rolling basis.

**18.2.2.** Licensee shall comply with the laws of land including Nagpur Pollution Control Board guidelines, building guidelines, fire norms etc. Maha-Metro shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.

**18.2.3.** Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker’s compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of Maha-Metro and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act,

Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify Maha-Metro from any claims that may arise in connection with above.

**18.2.4. Employees conduct:**

The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. Licensee shall arrange ID cards for their personnel from Pass Section/ Maha-Metro Ltd. as per extent rules for the same. All the Licensee's personnel shall be required to possess ID card issued by Maha-Metro while working in Maha-Metro's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

**18.2.5. Notices :**

- a. Maha-Metro and Licensee voluntarily and unequivocally agrees that any notices to be served with reference to the said agreement shall be sufficiently served and given if delivered to-

**If to Authority:**

Address : Maharashtra Metro Rail Corporation Limited  
Metro House, 28/2 Anand Nagar, C K Naidu Road,  
Civil Lines, Nagpur-440001  
Telephone : 0712 – .....  
Fax : .....  
Email : .....  
**Kind Attention : Managing Director**  
**Cc : Maha-Metro's Representative**

**If to the Licensee**

Name : M/s .....  
Address : "....."  
Telephone : 0712 – .....  
Fax : .....  
Mobile : .....  
**Attention : .....**

- b. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative. All Notice shall be addressed as follows:
- c. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of  
MAHA-METRO by:

(Signature)

(Name)

(Designation)

THE COMMON SEAL OF Licensee has been affixed pursuant to the resolution passed by the Board of Directors of the Licensee at its meeting held on the ..... day of 20..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and ....., company Secretary / Authorised Officer who has countersigned the same in token thereof  
§:

2.

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§ To be affixed in accordance with the articles of association of the Licensee.

## **Annexures**

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

<b>Sr. No.</b>	<b>Station Name</b>	<b>Property Business Space Number</b>	<b>Level/Floor</b>	<b>Location</b>	<b>Area (In Sq. Mts.)</b>

**Note :**

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

## **Annexure – 2 : Usage of the Property Business Space**

### **A. List of Preferable activities**

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

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

### **B. List of Banned/Dis-allowed Activities list**

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

**Annexure – 3 CPWD specifications for Non Residential buildings**

(Attached as a separate PDF File)

**Annexure – 4 Rules and Guidelines for Release of Electric Power**

**(Attached as a separate PDF File)**



**Annexure-5 : Handing Over Note**

Date: \_\_\_/\_\_\_/20.....

The Property Business Space bearing number \_\_\_\_\_, admeasuring \_\_\_\_\_ Sq.m.  
( \_\_\_\_\_ mt x \_\_\_\_\_ mt), at \_\_\_\_\_ of \_\_\_\_\_ of Reach-\_\_\_\_\_, is  
handed over to the Licensee, through \_\_\_\_\_ of

\_\_\_\_\_ of  
office at \_\_\_\_\_  
for its operation, on \_\_\_\_\_/\_\_\_\_\_/2019 at \_\_\_\_\_ : \_\_\_\_\_ hrs/am/pm, in the presence  
of representatives of PD Cell, O&M Cell and Reach-1 of Maharashtra Metro Rail Corporation  
Limited, Nagpur.

Licensee hereby acknowledge the receipt and assumes all responsibility of the above  
described site, as provided in the license Agreement, from the date and time stated above.

\_\_\_\_\_  
**Chief Project Manager  
(Reach-1)**

\_\_\_\_\_  
**General Manager  
(Planning-2)**

\_\_\_\_\_  
**General Manager  
(Operation & Maintenance)**

\_\_\_\_\_  
**Chief Project Manager  
(Electrical & Mechanical)**

\_\_\_\_\_  
**Station Manager / Station Controller / Station-in-charge**

**Possession of space taken over by me**

**Licensee**  
**(M/s. \_\_\_\_\_.)**

**Annexure 6 – Taking Over Note**

Date: \_\_\_ / \_\_\_ /20.....

Vacant possession of \_\_\_\_\_ Metro Station earlier assigned under SNR is taken over by SM/SC on \_\_\_\_\_ (Date) \_\_\_\_\_ (Time) from the Licensee \_\_\_\_\_

In the presence of representatives of \_\_\_\_\_.

The Vacant possession of property business space bearing number \_\_\_\_\_ and admeasuring \_\_\_\_\_ Sqm at \_\_\_\_\_ Metro Station earlier handed over to the Licensee, \_\_\_\_\_

for its operation and maintenance on (date). \_\_\_ at \_\_\_ (time), is taken over by SM/SC on \_\_\_\_\_ (Date) \_\_\_\_\_ (Time) from the Licensee \_\_\_\_\_

In the presence of representatives of \_\_\_\_\_

\_\_\_\_\_  
**Chief Project Manager  
(Reach-1)**

\_\_\_\_\_  
**General Manager  
(Planning-2)**

\_\_\_\_\_  
**General Manager  
(Operation & Maintenance)**

\_\_\_\_\_  
**Chief Project Manager  
(Electrical & Mechanical)**

\_\_\_\_\_  
**Station Manager / Station Controller / Station-in-charge**

**Possession of space handed over by me**

\_\_\_\_\_  
**Licensee**  
**(M/s. \_\_\_\_\_.)**



सत्यमेव जयते

भारत सरकार  
Government of India



# केन्द्रीय लोक निर्माण विभाग CENTRAL PUBLIC WORKS DEPARTMENT



## PLINTH AREA RATES 2019



DIRECTOR GENERAL, CPWD, NIRMAN BHAWAN, NEW DELHI



सत्यमेव जयते

भारत सरकार

Government of India

# **PLINTH AREA RATES 2019**

June 2019

Director General, CPWD, Nirman Bhawan, New Delhi

## SPECIFICATIONS FOR NON - RESIDENTIAL BUILDINGS

ITEM NO.	DESCRIPTION	SPECIFICATION
<b>1.0</b>	<b>FOUNDATION</b>	As per structural design based on soil investigation.
<b>2.0</b>	<b>SUPER STRUCTURE</b>	
2.1	Structure	R.C.C. framed construction with filler walls with fly ash bricks /brick work/ ACC blocks or load bearing construction in /brick work/fly ash bricks/ stone masonry with intermediate columns as per design.
2.2	Internal partitions.	
2.2.1		Light weight auto claved aerated concrete blocks.
2.2.2		Gypsum Blocks.
2.2.3		Non asbestos double skin cement boards.
2.2.4		Fly ash bricks.
<b>3.0</b>	<b>DOORS &amp; WINDOWS</b>	
3.1	Frames	
3.1.1	Door frames	Door frames of 2nd class Indian teakwood or equivalent in officer's room. Anodized/ Powder coated/ Polyester powder coated Aluminium sections/
3.1.2	Window frame	Standard sections of UPVC window frame members/Extruded Aluminium tubular sections
3.2	Door Window Shutters	
3.2.1	Door Shutter	Panelled type in 2nd class teak wood or flush door with teak veneered ply/ commercial ply as per CPWD Specifications/as per design.
3.2.2		Anodized/powder coated/ Polyester powder coated Aluminium shutters with toughened glass glazing/paneling where required.
3.2.3	Frame and shutters in wet area	PVC/FRP door frames & shutters in wet areas.
3.3	Window shutters	Factory made Anodised/ powder coated/ Polyester powder coated 'Z' section aluminium shutters/ standard UPVC section for windows with toughened glass glazing
3.4	Fittings	Anodized aluminium /stainless steel or equivalent.
3.5	Fire check door	As per fire safety specifications
<b>4.0</b>	<b>FLOORING</b>	
4.1	Main entrance hall	Pre polished granite flooring.
4.2	Corridors	Matt finished vitrified tiles/Granite flooring/combination of marble and granite
4.3	Rooms	Granite tiles/Vitrified tiles/Engineered wood flooring (in officers chambers)
4.4	Lavatory Blocks	Granite flooring.
4.5	Flooring in basement	Vacuum dewatered concrete.
4.6	Rest of the area	Kota Stone flooring.
<b>5.0</b>	<b>STAIRCASE</b>	
5.1	Internal staircases	Single piece Granite or marble flooring in treads & risers with dado of matching permanent finish specifications.
5.2	Fire escape staircase	Single piece Kota stone flooring in treads & risers with dado of matching permanent finish specifications.
<b>6.0</b>	<b>RAILING</b>	Stainless steel railings.
<b>7.0</b>	<b>TOILETS</b>	Granite flooring. Glazed tiles of size not less than 300 x 450/400 x 600 mm in dado upto ceiling height. Granite counters. Rimless counter sunk basins/Stainless steel sinks. Mirrors with moulded PVC frame. FRP/PVC doors with frames.

<b>8.0</b>	<b>ROOFING</b>	
8.1	Roof treatment	Coba treatment/over deck insulation with Puf slab.
8.2	False ceiling	False ceiling in office area & toilets to cover the services as per design requirement.
<b>9.</b>	<b>FINISHING</b>	
9.1	External	Dry stone cladding/washed grit plaster/water proof weather coat paints/ Structural Glazing/ ACP cladding conforming to Energy Conservation Building Code.
9.2	Internal	
9.2.1		Gypsum plaster in dry areas.
9.2.2		Cement plaster in wet areas
9.2.3		Dry acrylic distemper in service area & basement.
9.2.4		Acrylic emulsion paint/ Textured paint (low V.O.C)
9.2.5		Wall panelling as per approved Architecture Design upto sill level/1.2 meter, height or ceiling height.
9.3	Painting	Doors & windows – Painting/polishing on wood work as per design requirement.
<b>10.0</b>	<b>PROVISION FOR BARRIER FREE BUILDING</b>	Ramps, toilets for physically challenged, chequered tiles use of Braille signages & lifts etc.GRC (Glass reinforced concrete) tiles in Ramp area.

## **Annexure-IV**

### **Rules and Guidelines for Release of Electric Power**

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of MAHA-METRO at station, availing power supply from outside agencies in MAHA-METRO is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available MAHA-METRO power network, which is reliable having adequate Redundancy. However, if the Licensee proposes to install DG set, the same shall be conforming to MAHA-METRO's DG set Policy as per Annexure-IV(H)
3. Licensee may provide split ACs at his own cost conforming to detailed specifications attached at Annexure-IV(E). However, if the Licensee requires to provide any other type of AC system such as VRV, Central Plant, etc., the same shall be provided with prior approval of MAHA-METRO.
4. Electric connection up to each shop is already available. However, if bulk power supply is required, the same shall be made available from MAHA-METRO Switch Room. Licensee is required to pay the cost of electrical works required for extension of power from MAHA-METRO panel/ DB up to site on actual basis + MAHA-METRO service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under MAHA-METRO supervision and complying all codal provisions listed MAHA-METRO specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
5. MAHA-METRO provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
  - a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS cable (from source to nearest point) as per standard specifications.
  - b) Supplying and laying of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require

periodic recharge if timely recharge is not done then electric supply is automatically disconnected.

6. Licensee shall extend power supply from this Meter box at his own cost. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises, Annexure-IV(D). Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at AnnexureIV(F). The work executed by Licensee shall be inspected by MAHA-METRO representative for ensuring compliance of specifications/ stipulations of contract.
7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, electric meter, connected software, etc. shall be sole property of MAHA-METRO. The Licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.
8. Mode of power supply: If Licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.
9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.



Annexure-IV(A)

**Format of Application for Temporary Power Supply**

SN	Item		Details
1	Name of the Licensee	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8	Details of ELCB installed (make and rating)	:	
9		:	
10	Please confirm whether lockable DB with earthing has been provided and sealed by MAHA-METRO representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached/ Not Attached
12	Attach Electrical Declaration along with annexure on Rs.100/- Non-judicial Stamp paper	:	Attached/ Not Attached

**Procedure**

1. After ensuring lying of cable and meter box as per stipulations Licensee shall apply to concerned PD / PB department in above form.
2. Electrical Department shall release temporary electric connection after verification.
3. Licensee to ensure that rules and specifications for electrical works, fire safety requirements have been understood by them and necessary approval wherever required has been taken / applied for.

Annexure-IV(B)

**Format of Application for Permanent Power Supply**

SN	Item		Details
1	Name of the Licensee	:	
2	Station	:	
3	Reference to allotment letter (Copy to be attached)	:	
4	Load Requirement (KW)	:	
5	Details of submission of Advance Consumption Deposited as per load	:	
6	Details of Cable installed along with earthing (Make and rating) Attach cable test report	:	
7	Details of MCCB/MCB installed (make and rating)	:	
8		:	
9	Details of MDI / TOD Energy installed (Make and rating)  Attach Original Meter Test Report	:	
10	Please confirm whether lockable DB with earthing has been provided and sealed by MAHA-METRO representative	:	
11	Attach Cable layout plan (submitted by license & signed by concerned E & M supervisor)	:	Attached / Not Attached
12	Attach Electrical Declaration on Rs.100/- Nonjudicial Stamp paper	:	Attached / Not Attached
13	Attach Electrical Installation Test Report { In stipulated format } signed from Electrical contractor holding valid license	:	Attached / Not Attached

### **Procedure**

2. After ensuring completion of all electrical works as per stipulations and completion of all safety requirements i.e. Fire safety, clearance by local fire service etc. Licensee shall apply to concerned PD / PB department in above form.
3. Electrical Department and Fire Department shall carry out inspection at site and if found complied, permanent electric connection shall be released.

**Electrical Installation Test Report**

<b>SN</b>	<b>Description</b>	<b>Details</b>
1	Name & Address of the Licensee	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make  (Manufacturer's test report is to be enclosed)	

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of MAHA-METRO & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energizing.

It shall be responsible on behalf of Licensee for non -compliance of any of the above. Copy of my valid electrical Contractor license is attached.

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor  
(Holding Valid License )

Annexure-IV(D)

**Specifications for Electrical Works**

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of MAHA-METRO before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity shall be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For Elevated station load up to 10 KVA shall given in single phase & in case of underground stations load up to 5KVA shall be given. Load above this it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at MAHA-METRO end.
3. Cables up to 6 Sq.mm. shall be of copper conductor and above 6 Sq.mm. Aluminum conductors may be used. However in case of underground station use of Aluminum conductor cable is not allowed. Cables for single phase shall be three core, with one core as earth. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing. For underground stations 2 separate earth wire of 8 SWG copper conductor shall be used.
4. For elevated stations all wires shall be FRLS. Cables shall be armored, XLPE, FRLS. In case of Underground stations all wires and cables shall be armored, XLPE FRLSZH and conform to NFPA-70, BS-6724 and BS6724.
5. The meter along with MCB & ELCB box shall be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB are required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per below table-1.
6. Use of any PVC material is not permitted in the underground stations.
7. Licensee shall provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
8. All materials specification must follow standards, codes and specification as used by MAHA-METRO in the E&M works.

9. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection shall be on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, MAHA-METRO reserves the rights to revoke the license and forfeited the interest free Security Deposit/ Performance Guarantee.
10. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
11. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of underground stations.
12. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL – 94 standards on flammability of material.

**Table: 1 -- Rating of Electric Items**

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size Copper (Sq.mm.) DB to Licensee premises
ELEVATED STATION	0 - 0.1	0.5	16, 30	1.5
	0.1 - 0.2	1	16, 30	1.5
	0.2 - 0.5	2	16, 30	1.5
	0.5 - 0.7	3	16, 30	1.5
	0.7 - 0.9	4	16, 30	1.5
	0.9 - 1.2	5	16, 30	1.5
	1.2 - 1.4	6	16, 30	1.5
	1.4 - 2.3	10	16, 30	2.5
	2.3 - 3.7	16	16, 30	4
	3.7 - 4.6	20	25, 30	4
	4.6 - 7.4	32	32, 30	6
	7.4 - 9.2		40, 30	10
9.2 - 10.0	50	63, 30	16	
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm (for single phase )
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm (for single phase )
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm (for single phase )
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm (for single phase )

### List of Approved Makes

S.No.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS, PVC insulated wires	National, Ecko, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab
4.	Copper Conductor FRLSZH , PVC insulated wires	Polycab, Ducab Dubai, Cords Cables, KEI.
5.	FRLS Cables	Fort Gloster, NICCO, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal
6.	FRLSZH , PVC Cables	Polycab, Ducab Dubai, Cords Cables, KEI, Rashi Cables.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider)
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schnieder
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schnieder
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati.
11.	Luminaries	Philips / Schrader / Osram / Bajaj / Thorn / Crompton

Annexure-IV(E)

**Specification of Air Conditioner**

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

**General Technical Requirements**

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with overload protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS: 11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enameled finish preceded by undercoat of anticorrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enameled finish.



6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 meters. length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.
10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
  - i. Suction line copper pipe of 0.70mm thickness. ii. Liquid line copper pipe of 0.70mm thickness.
  - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
  - iv. Drain pipe (15mm dia flexible PVC pipe).
  - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
16. Installation: Location of ODU is to be finalized after approval from MAHA-METRO. The installation at site shall comprise the following work:

- i. Mounting/Fitting indoor & outdoor units at the respective locations.
- ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
- iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
- iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
- v. Leak testing the entire system.
- vi. Charging Refrigerant gas in the unit.
- vii. Suitable electric wiring between indoor and outdoor, up to switch AT location of indoor unit. Switch/Socket/Plug is also included.

Annexure-IV(F)

**Fire Safety Requirements**

**Kiosks:** This category includes ATMs, Retails Outlet provided as bare space for a maximum area of 100 Sq. m. Under this category, only fire Extinguishers are required is detailed in below in Table-2

**Table - 2**

TYPE & SPECIFICATAION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Liters can be converted in same ratio i. e. 5Kg = 9 Liters) Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity:-		
AREA		
Up to 10 Sq. m.	Above 10Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Liters Water Type

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table-2.

For Shops of area above 100 Sq. m. and less than 250 Sq. m., fire Extinguishers of capacity 10 KG and another of 18 Liters Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, Licensee is required to obtain details of recommended suppression and detection system from MAHA-METRO in the beginning.

Annexure-IV(G)

**Declaration [For Elevated Stations - On Non Judicial Stamp Paper of Rs. 100/-] duly notarized**

I \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ Resident of \_\_\_\_\_ (hereinafter to as the “Bidder”, which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

**OR**

\_\_\_\_\_, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at \_\_\_\_\_

(hereinafter as “Bidder”, which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Bidder is an occupant of the premises No. \_\_\_\_\_ at \_\_\_\_\_ having taken the premises from MAHA-METRO on the terms and conditions agreed to with MAHA-METRO which include that MAHA-METRO may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Bidder has requested the MAHA-METRO to provide an electricity connection at the above-mentioned premises in the Bidder’s name for the purpose mentioned in the application form.

The Bidder hereby agrees and undertakes:

1. That the Bidder desires to have and agrees with MAHA-METRO to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission’s Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. that the Bidder shall have no objection for the DISCOMs to carry out Inspections of the Bidders’ Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to MAHA-METRO, shall be binding on the Bidder for Attention/Compliance.
3. that MAHA-METRO shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Bidder, if the Bidder is in default of payment of the due charges.
4. that the Bidder shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by MAHA-METRO before the last

- date mentioned in such Monthly./Bimonthly Bill. Licensee shall provide Test Report/Calibration report in regard to Energy Meter installed. MAHA-METRO may ask Licensee to recalibrate the Energy Meter whenever considered necessary.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Bidder by MAHA-METRO, shall be paid and borne by the Bidder.
  6. that the Bidder agrees that MAHA-METRO would accept an application from the Bidder for Reduction in load only after two years from the original sanction. All applications for load enhancement by the Bidder would be dealt with by MAHA-METRO as a new connection and MAHA-METRO would follow the procedure as in the case of a new connection.
  7. that MAHA-METRO shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
  8. that all the electrical work done within the Bidder's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify MAHA-METRO against any loss accrued to the Bidder on this account. Further, the Bidder agrees that if there is any harm/loss to the property of MAHA-METRO or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the Bidder, all the loss shall be borne by the Bidder.
  9. to pay MAHA-METRO all costs and expenses that MAHA-METRO may incur by reason of a fresh service connection being given to the Bidder.
  10. to indemnify MAHA-METRO against all proceedings, claims, demands, costs, damages and expenses that MAHA-METRO may incur by reason of a fresh service connection given to the Bidder.
  11. to be bound by MAHA-METRO's conditions of supply, and all applicable acts and rules.
  12. that MAHA-METRO shall not be responsible for any interruption/diminution of supply.
  13. Others :
    - 13.1 Licensee shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by

the Bidder. The meter shall be installed and sealed by MAHA-METRO, either within the premises of the Bidder or at a common meter room/board. Bidder shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.

- 13.2 MAHA-METRO shall provide supply, if available, at one fixed point as per MAHA-METRO plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the Bidder. Approval to the layouts/schemes/details shall be taken from MAHA-METRO O&M wing.
- 13.3 Only FRLS cable of required size shall be used for tapping off supply from MAHA-METRO fixed supply to Licensee premises in rigid GI Conduit pipe.
- 13.4 Licensee shall also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light fan etc. shall be as per MAHA-METRO's approval).
- 13.5 MAHA-METRO shall provide Power Supply of single phase, 230V, 50Hz for a max. connected load up to 10kW, Electrical load requirement exceeding 10 KW shall be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 Licensee shall be given only normal power supply available in station premises. Licensee may use suitable voltage stabilizers and power factor correction equipment as per his requirement. MAHA-METRO shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Licensee shall not be permitted to use any standby Diesel Generator Sets. Licensee shall only be the permitted to use standby UPS/Inverter system shall also be taken as a part of total connected load.
- 13.8 The Total Demand Load& Total Connected load shall be treated as same. Licensee shall have to pay applicable demand charges as per the Total Connected Load Only.
- 13.9 Licensee shall use Energy efficient lighting& shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Licensee shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Licensee shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Licensee's cost shall carry the entire work. MAHA-METRO's representative may inspect and supervise the work.

- 13.11 Licensee shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the MAHA-METRO's Distribution Board or to any other place as directed by the MAHA-METRO. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder shall be submitted by the Licensee. Every shop/ property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Licensee shall not be allowed to provide Room Heating appliance of any kind.
- 13.13 The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum load to be given shall be 2 KVA on which the demand charges as applicable shall be paid by the Licensee. Additional power up to 10 kW on single phase and thereafter on three phase system if required by the Licensee shall be supplied subject to availability at an additional cost and conditions to be stipulated by MAHA-METRO.
- 13.14 In case, Licensee draws power more than the connected load, his electricity connection shall be disconnected. The electricity connection shall be provided back on first occasion only when Licensee pays necessary penalty as per State ERC norms and removes excess load. On the subsequent occasion, MAHA-METRO reserves the right to revoke the license and forfeit the interest free Security Deposit/ Performance Guarantee.
- 13.15 In case, the Licensee is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- shall be charged from him along with disconnection of power supply. Reconnection of power supply shall be done only after charging Rs. 100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of MAHA-METRO.
14. that the Bidder shall have no objection at any time to the rights of MAHA-METRO to supply energy to any other consumer from the service line or apparatus installed on the Bidder's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by MAHA-METRO and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Bidder's industry/trade has not been to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Bidder's premises.

18. that MAHA-METRO shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Bidder, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that MAHA-METRO shall be at liberty to transfer the dues remaining unpaid by the Bidder, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Bidder's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that MAHA-METRO shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority(ies)/court of Law, without prejudice to the MAHA-METRO's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Bidder undertakes to pay penalty imposed by MAHA-METRO on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. that all details furnished in this Requisition form are true to the Bidder's knowledge. If any information is found incorrect at a later date, the company shall have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The Bidder acknowledges and accepts that the relationship of the Bidder with MAHA-METRO is not that of a consumer and a Licensee but that of a commercial arrangement where the Bidder has taken on lease/license premises of MAHA-METRO and the Electricity connection is being provided as a part of the above arrangement.

The Bidder further agrees that this declaration given by him shall be construed as an agreement with the MAHA-METRO to the above effect.

Date:

Place:

**Signature of Bidder  
(Full name)**

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature\_\_\_\_\_

Signature\_\_\_\_\_



Full Name \_\_\_\_\_ Full  
Name \_\_\_\_\_ Complete Address  
\_\_\_\_\_ Complete Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ Phone  
No. \_\_\_\_\_

**List of Documents to be submitted along with Declaration**

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder.
2. Proof of allotment of the space/area leased out by MAHA-METRO in the form of the following:
  - Allotment/possession letters, Lease deed
  - General Power of Attorney together with proof of ownership of the executor. { Applicable in case of company }

## **Annexure-IV(H)**

### **Guidelines for use of DG set by PD Licensee at Metro Station**

1. DG set shall be allowed only as standby power supply arrangement, after release of permanent supply.
2. Capacity of DG set should not be more than sanctioned load. DG set supply should be fed only to essential loads.
3. Proper size cable should be laid as per capacity of DG set. Electrical drawings and layout plan should be got prior approval from MAHA-METRO/EIG.
4. Proper protection should be provided so that normal and DG supply are not mixed.
5. DG set should be silent type and noise and emission limits should be as per CPBC norms.
6. CPCB certificate of DG set should be submitted conforming the standards.
7. DG set should be installed in proper fencing/room so that inconvenience to commuters may be avoided.
8. Proper fire protection and suppression system should be provided for SG Set Room. Clearance shall have to be obtained from Fire Officer.
9. Proper maintenance of DG Set should be carried out so that parameters are within CPCB limits.
10. Proper separate double earthing of DG Set for body and neutral should be provided as per fault calculation. Neutral earthing should be of copper.
11. DG exhaust stack height should not be less than  $H=h+0.2 \sqrt{(KVA)}$ , where H= height of exhaust stack, h= height of building.
12. Diesel should only be stored in inbuilt tank of DG Set.
13. Area allotted for DG Set shall be billed for license fees.
14. EIG (Electrical Inspector General to Govt. of India) sanction is required before starting of DG Set. Inside metro premises, MAHA-METRO nominated officer act as EIG