

# MAHARASHTRA METRO RAIL CORPORATION LTD.

(Nagpur Metro Rail Project)

## REQUEST FOR PROPOSAL (RFP)

FOR

**“Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years.”**

TENDER NO. N1PD-19/2020



**January - 2020.**

**MAHARASHTRA METRO RAIL CORPORATION LTD.**

**“Metro Bhavan”, VIP Road, Near Diksha Bhoomi,  
Ramdaspath, Nagpur-440010**

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

### **Disclaimer**


**The Bid Documents for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.”**

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”) 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.

This tender document is prepared for the benefit of the prospective bidders with the purpose of eliciting their response. Maha-Metro will not be liable for any inaccuracy/deficiency in the documents. It is the responsibility of the bidders to fully examine the site conditions and contents/conditions of this tender document at their own cost including market/ marketability of the space. Maha-Metro shall have no responsibility whatsoever in these matters or any other matters including but not limited to any applicable law/rules related to the subject matter.

MAHA-METRO reserves the right to cancel the bid at any stage, reject all or any of the bidders or bids without assigning any reason whatsoever and without any responsibility towards the bidders.

**Maharashtra Metro Rail Corporation Ltd.**

 <p style="text-align: center;"><b>महा मेट्रो</b> <b>NAGPUR METRO</b></p>	<p><b><u>TENDER NOTICE</u></b></p> <p><b>MAHARASHTRA METRO RAIL CORPORATION LTD</b> (Nagpur Metro Rail Project) (A joint venture of Govt. of India &amp; Govt. of Maharashtra) "Metro Bhavan", VIP Road, Near Diksha Bhoomi, Ramdaspath, Nagpur-440010 E-mail:md.nmrc.tenders@gmail.com Website:www.metrorailnagpur.com Telefax:0712-2554217</p>
Tender Notice No.: N1PD-19/2020	Date: 01/01/2020
<p><b>Name of work:</b> Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.</p>	
<p><b><u>KEY DETAIL</u></b></p>	
<b>License Period:</b>	09 Years from the date of signing of License Agreement, inclusive of applicable fitment period.
<b>Documents on sale:</b>	Documents can be purchased from 17.00 hrs of 07/01/2020 to 16.00 Hrs of 07/02/2020 from Procurement Section, 1 <sup>st</sup> Floor, Metro Bhavan, Opposite to Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur - 440010.
<b>Cost of documents:</b>	INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) non-refundable (inclusive applicable taxes) by way of Demand Draft from Nationalised/Scheduled Commercial Bank, in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur.
<b>Pre-bid Meeting:</b>	21.01.2020 at 11.00 Hours at Procurement Section, 1 <sup>st</sup> Floor, Metro Bhavan, Opposite to Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur - 440010.
<b>Last date of submission of queries for Pre-bid:</b>	Till 11.00 Hrs on 21.01.2019 at Email: md.nmrc.tenders@gmail.com
<b>Tender/Bid Security:</b>	To be paid in the form of Demand Draft from Nationalised/ Scheduled Commercial Bank, in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur. Refer clause no. 6.17.1 of RFP.
<b>Date &amp; Time of submission of Tender:</b>	Physical submission up-till 16.00 Hrs on 07/02/2020 at Procurement Section, 1 <sup>st</sup> Floor, Metro Bhavan, Opposite to Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur - 440010.
<b>Date &amp; Time of Opening of Tender:</b>	On 07/02/2020 at 16.30 Hrs at Procurement Section, 1 <sup>st</sup> Floor, Metro Bhavan, Opposite to Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur – 440010.
<ol style="list-style-type: none"> <li>1. Sale of document, submission and other details are available at Procurement Section, 1<sup>st</sup> Floor, Metro Bhavan, Opposite to Dr. Babasaheb Ambedkar College, Near Diksha Bhoomi, Nagpur - 440010.</li> <li>2. To view this tender notice along with tender documents, interested Agencies may visit the Maha- Metro website "www.metrorailnagpur.com".</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),  
Maharashtra Metro Rail Corporation Ltd.**

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## 1. INTRODUCTION

### 1.1. Brief Background:

1.1.1. The MAHARASHTRA METRO RAIL CORPORATION LTD. (hereinafter referred to as “**MAHA-METRO**”), a joint venture of the Government of India (GOI) and the Government of the Maharashtra, for implementing and operating 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. Nagpur Metro Rail Project consist of 38.215 Km metro corridor, 38 stations and 2 Depots. The entire stretch is divided into 2 alignments or corridors i.e.

- North-South Corridor with Rail length approx. 19.658 Kms with 18 stations
- East-West Corridor with Rail length approx. 18.557 Kms with 20 stations.

1.1.2. This tender is called by Maha-Metro to License the prime property business spaces in the vicinity of residential, institutional, commercial and recreational areas at certain metro stations for a period of 9 years. The details of the stations and the areas of the PB spaces for which the tender is called for is enclosed at Annexure – 1: Details of Property Business Space offered for Licencing.

Sr. No.	Station Name	Property Business Space Number	Level/Floor	Location (Paid/Unpaid)	Area (in Sq.m.)
1	Khapri Metro Station	KHP/PD-03	Mezzanine Level	Unpaid Area	36.20
2	Airport Metro Station	NAO/PD-08	Concourse Level	Unpaid Area	65.68
3	Airport Metro Station	NAO/PD-09	Concourse Level	Paid Area	79.65
4	Airport Metro Station	NAO/PD-10	Concourse Level	Unpaid Area	35.00
5	Jaiprakash Nagar Metro Station	JIN/PD-11	Concourse Level-1	Paid Area	61.64
6	Lokmanya Nagar Metro Station	HLY/PD-01	Concourse Level	Unpaid Area	14.73
7	Lokmanya Nagar Metro Station	HLY/PD-03	Concourse Level	Unpaid Area	10.20
8	Lokmanya Nagar Metro Station	HLY/PD-04	Concourse Level	Paid Area	11.47
9	Subhash Nagar Metro Station	SUB/PD-01	Concourse Level	Unpaid Area	17.56
10	Institution of Engineers Metro Station	IOE/PD-02	Concourse Level	Unpaid Area	14.92
11	Jhansi Rani Square Metro Station	JQE/PD-01	Concourse Level	Unpaid Area	16.00
12	Jhansi Rani Square Metro Station	JQE/PD-02	Concourse Level	Unpaid Area	15.00

1.1.3. The site plans for the specific spaces are at **Annexure – 2: Site Plans** . The prospective tenderers are entitled to bid for one or more of the PB spaces as specified above.

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 licensed.

1.1.5. The proposed property business space in this bid, shall be provided to successful bidder/s on license basis for a period of 09 Years. It shall be responsibility of the successful bidder to

furish/finish, operate and maintain the respective commercial space at Khapri Metro Station, Airport Metro Station, Jaiprakash Nagar Metro Station, Lokmanya Nagar Metro Station, Subhash Nagar Metro Station, Institution of Engineers Metro Station and Jhansi Rani Square Metro Station (as earmarked in key plans) as per terms and conditions as laid down in this RFP Document along with other timely directives and approvals/instructions provided by Maha-Metro.

- 1.1.6. An information document covering the purpose of the license, tender notice, details of space available, bidding process for Khapri Metro Station, Airport Metro Station, Jaiprakash Nagar Metro Station, Lokmanya Nagar Metro Station, Subhash Nagar Metro Station, Institution of Engineers Metro Station and Jhansi Rani Square Metro Station may be downloaded from Maha-Metro's website "www.metrotrainagpur.com".
- 1.1.7. The list of preferable usage and the list of non-permissible usage is enclosed at '**Annexure – 3: List of Preferable Usage and Banned/Dis-allowed Usage.**'

## 2. Notice Inviting Bid

- 2.1 Maha-Metro invites open tenders from single entities for selection of a Licensee to grant licensing of property business spaces at Khapri Metro Station, Airport Metro Station, Jaiprakash Nagar Metro Station, Lokmanya Nagar Metro Station, Subhash Nagar Metro Station, Institution of Engineers Metro Station and Jhansi Rani Square Metro Station on the Reach-1 and Reach-3 of Nagpur Metro Rail Project on “as is where is basis”. The allotted property business spaces can be utilised for commercial activities other than the banned list of usages as detailed in ‘**Annexure – 3: List of Preferable Usage and Banned/Dis-allowed Usage.**’.
- 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 tender notice published for submission of bids (the “**Bid Due Date**”).
- 2.3 The RFP document, tender notice, details of space available, bidding process, addendum/corrigendum, license Agreement and any other relevant document can be downloaded from Maha-Metro’s website ‘[www.metrotrainnagpur.com](http://www.metrotrainnagpur.com)’. **The cost of tender document is INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) non-refundable (inclusive applicable GST)** and shall be paid at the time of submission of the tender document, by way of Demand Draft from Scheduled Commercial Bank, in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur.

### OR

The RFP Document can be purchased from the Office of ED (Procurement), Maha-Metro, during office hours, by paying the tender document cost by way of Demand Draft from Scheduled Commercial Bank in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur.

The bid document cost shall be paid only once, irrespective of whether the bidder wishes to participate in one or more than one property business space.

- 2.4 Now, Maha-Metro intends to select suitable applicant/s (the “Bidder(s)”), for licensing the property business spaces, through an open competitive bidding process in accordance with the procedure set out in this RFP Document.
- 2.5 Bids are invited for the property business spaces 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 a bidder applies for more than one space, the financial evaluation shall be done separately for each space.



- 2.6 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 property business spaces are as follows:

Sr. No.	Station Name	Property Business Space Number	Area	Bid Security
			(In Sq. Mts.)	(Amount in Rupees)
1	Khapri Metro Station	KHP/PD-03	36.20	25,500/-
2	Airport Metro Station	NAO/PD-08	65.68	46,000/-
3	Airport Metro Station	NAO/PD-09	79.65	56,000/-
4	Airport Metro Station	NAO/PD-10	35.00	24,500/-
5	Jaiprakash Nagar Metro Station	JIN/PD-11	61.64	43,500/-
6	Lokmanya Nagar Metro Station	HLY/PD-01	14.73	10,400/-
7	Lokmanya Nagar Metro Station	HLY/PD-03	10.20	7,500/-
8	Lokmanya Nagar Metro Station	HLY/PD-04	11.47	8,000/-
9	Subhash Nagar Metro Station	SUB/PD-01	17.56	12,500/-
10	Institution of Engineers Metro Station	IOE/PD-02	14.92	10,500/-
11	Jhansi Rani Square Metro Station	JQE/PD-01	16.00	11,500/-
12	Jhansi Rani Square Metro Station	JQE/PD-02	15.00	10,600/-

Bidders submitting bids for more than one property business space shall be required to submit separate bid security/EMD for each property business space for which bid is submitted. The payment of Bid Security shall be made in the form of Demand Draft from Scheduled Commercial Bank, in favour of Maharashtra Metro Rail Corporation Ltd., payable at Nagpur. Separate Demand Draft shall be submitted for each business space. The application shall be summarily rejected if it is not accompanied with appropriate bid security.

- 2.7 Before submission of the bid, bidders must examine the tendered space/s in greater detail in all matters including the usability, marketability, fitment requirements and operational constraints etc.
- 2.8 All the submitted documents in tender submission should be numbered properly and arrange systematically.
- 2.9 Any queries or request for additional information pertaining to this RFP should be send to the following **e-mail id: md.nmrcl.tenders@gmail.com**. Any such request shall be entertained if received on or before the pre-bid meeting. Maha-Metro shall respond to all queries in writing and shall upload the same on '<http://www.metrotrainagpur.com/tenders.aspx>', as a corrigendum, no bidder shall be informed individually.
- 2.10 Schedule of Various Stages shall be in accordance with Clause 6.24(g) of the RFP document.:
- 2.11 The bids shall be valid for a period of 180 days from the Bid Due Date.
- 2.12 All bidders are required to submit the physical bid on bid due date and time, during office hours in the office of –

**Executive Director (Procurement)**  
Maharashtra Metro Rail Corporation Ltd.

Metro Bhawan, VIP Road, Near Dikshabhoomi,  
Ramdaspath, Nagpur-440010.

Failure or omission to submit the original documents, as above, shall disqualify the bidder for this bid.

2.13 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 Bhawan, VIP Road, Near Dikshabhoomi,  
Ramdaspath, Nagpur-440010.

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

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

2.14 MAHA-METRO reserves right to reject any or all bids without assigning any reason and the same shall be at the entire discretion of MAHA-METRO. MAHA-METRO's decision in this respect shall be final and binding.

2.15 Conditional bids shall be summarily rejected.

2.16 Bidder should ensure that the none of the part of Financial Bid should be attached/submitted in anywhere in the technical envelope, if the bidder does so then his bid will be summarily rejected.

2.17 If bidder furnishes false information, false & forged certificate/documents with the bid, the same shall lead to disqualification from the tender process and forfeiture of Bid Security/EMD and or termination of the license even after execution of License Agreement, including forfeiture of Security Deposit.

**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) For purpose of this RFP, entity shall mean
  - i. Sole Proprietorship firm
  - ii. Partnership firm,
  - iii. Company registered under Companies Act, 1956/2013.
  - iv. Trust registered in India
  - v. Limited Liability Partnership's registered in India,
  - vi. Society 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.

#### 3.2. Eligibility of Bidders:

##### 3.2.1 Qualification and Eligibility

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

The minimum average annual turnover of the Bidder or the gross aggregate turnover required for each property business space (the 'Financial Capacity') in the last 3 (three) financial years immediately preceding the Bid Due Date shall be as follows:

Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Average Annual Turnover in last three financial years (Amount Rupees in Lakhs)	Gross Aggregate Turnover in last three financial years (Amount Rupees in Lakhs)
1	Khapri Metro Station	KHP/PD-03	36.20	13	39
2	Airport Metro Station	NAO/PD-08	65.68	15	45
3	Airport Metro Station	NAO/PD-09	79.65	16	48
4	Airport Metro Station	NAO/PD-10	35.00	13	39
5	Jaiprakash Nagar Metro Station	JIN/PD-11	61.64	14	42
6	Lokmanya Nagar Metro Station	HLY/PD-01	14.73	11	33
7	Lokmanya Nagar Metro Station	HLY/PD-03	10.20	11	33
8	Lokmanya Nagar Metro Station	HLY/PD-04	11.47	11	33
9	Subhash Nagar Metro Station	SUB/PD-01	17.56	12	36
10	Institution of Engineers Metro Station	IOE/PD-02	14.92	11	33

Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Average Annual Turnover in last three financial years (Amount Rupees in Lakhs)	Gross Aggregate Turnover in last three financial years (Amount Rupees in Lakhs)
11	Jhansi Rani Square Metro Station	JQE/PD-01	16.00	12	36
12	Jhansi Rani Square Metro Station	JQE/PD-02	15.00	11	33

Bidders submitting bids for more than one property business space shall have to fulfil the cumulative turnover requirement of the property business spaces for which bid is submitted.

The Bidder can quote for multiple number of property business spaces, however while checking the eligibility of the Bidder, the turnover requirement shall be added for each property business 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 property business spaces for which bids are submitted by him.

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

- i. The Bidders shall along with its Eligibility Proposal enclose the following -
- ii. Various formats prescribed in this Bid Document.
- iii. Financial Eligibility: certificate(s) from its Statutory Auditor/Chartered Accountant specifying Average Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date.

### 3.2.3 Other Conditions

- (a) As on date of Tender submission
  - i. MAHA-METRO/MOUIDD/MOUHUA/Gol/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: Affidavit (Duly Notarized)
- (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) 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. General Terms and Conditions of Licensing

##### 4.1. General Terms and Conditions:

1. The property business spaces available at various metro stations 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-03	Mezzanine Level	Unpaid Area	36.20
2	Airport Metro Station	NAO/PD-08	Concourse Level	Unpaid Area	65.68
3	Airport Metro Station	NAO/PD-09	Concourse Level	Paid Area	79.65
4	Airport Metro Station	NAO/PD-10	Concourse Level	Unpaid Area	35.00
5	Jaiprakash Nagar Metro Station	JIN/PD-11	Concourse Level-1	Paid Area	61.64
6	Lokmanya Nagar Metro Station	HLY/PD-01	Concourse Level	Unpaid Area	14.73
7	Lokmanya Nagar Metro Station	HLY/PD-03	Concourse Level	Unpaid Area	10.20
8	Lokmanya Nagar Metro Station	HLY/PD-04	Concourse Level	Paid Area	11.47
9	Subhash Nagar Metro Station	SUB/PD-01	Concourse Level	Unpaid Area	17.56
10	Institution of Engineers Metro Station	IOE/PD-02	Concourse Level	Unpaid Area	14.92
11	Jhansi Rani Square Metro Station	JQE/PD-01	Concourse Level	Unpaid Area	16.00
12	Jhansi Rani Square Metro Station	JQE/PD-02	Concourse Level	Unpaid Area	15.00

2. The proposed property business space in this bid, shall be provided to successful bidder/s on license basis for a period of 09 Years. The Successful Bidder shall be solely responsible for refurbishing/finishing, operation and maintenance of above-mentioned property business spaces at Khapri Metro Station, Airport Metro Station, Jaiprakash Nagar Metro Station, Lokmanya Nagar Metro Station, Subhash Nagar Metro Station, Institution of Engineers Metro Station and Jhansi Rani Square Metro Station (as earmarked in key plan) for a period of 09 Years.
3. The detail terms and conditions of licensing shall be as per the Article 2 of Draft License Agreement.
4. Maha-Metro reserves the right to amalgamate/sub-divide the available Property Business Space(s).
5. The License Agreement based on Draft License Agreement annexed at Volume – II shall be executed after payment of 1<sup>st</sup> Instalment of licence fees and submission of security deposit. 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.

6. The successful bidder shall be entitled to sub-license the tendered/ licensed space with prior approval of Maha-Metro. However, for any such sub-license the guiding principles as detailed in Draft License Agreement shall be scrupulously observed.
7. The Successful Bidder shall have “First Right of Refusal” at the end of license tenure, provided no default is made in the payments of License fees to Maha-Metro and the Successful Bidder participates in the tender invited then and agrees to match the highest bid received.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conferences of the Bidders shall be convened as per the Schedule of Bidding Process, at the date, time and place as mentioned in the tender notice.
- 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 Maha-Metro’s website “<http://www.metrotrainagpur.com/tenders.aspx>”, 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:
  - Technical Bid: Eligibility Proposal from Bidders, in order to shortlist bidder/s in Bid form I to VII;
  - and
  - Financial Bid comprising License Fees per sqm per month for each property business space, from each Bidder as per **BID FORM – VIII: Format for Financial Bid** (amount in both words and Figures).
- b. In the event if the Bidder is willing to submit the bid for more than one business space, then the bidder shall submit its financial offer for all the interested property business spaces in the same form only. However, while evaluating the financial offers received, Maha-Metro shall consider only those offers for which Bid Security is received and the Bidder is found technically eligible.
- c. No Bidder shall submit more than one financial quote for each business space.
- d. The Bidders are expected to carry out the surveys, investigations and other detailed examination of this property business spaces, 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 License Fees quoted by the Bidder per Sq. Mt. per month for the various property business areas, payable to Maha-Metro for undertaking the aforesaid property business space in accordance with the RFP Document and the draft 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 '**BID FORM – VIII: Format for Financial Bid**'.
- j. Representative of the Bidder, who chooses to attend, may attend the opening of the Financial Bids.

- k. The Bidding Documents including this Bid Document and all attached documents, provided by Maha-Metro are and shall remain the property of Maha-Metro and are transmitted to the Bidders solely for preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Maha-Metro will not return to the Bidders any Bid, document or any information provided along therewith.
- l. This RFP/Bid Document is non-transferable.
- m. Any allotment of the license space pursuant to this Bid Document shall be subject to the terms of Bidding Documents.
- n. The following conditions shall be adhered to while submitting a Bid:
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
  - (b) Information supplied by a Bidder must apply to the Bidder
  - (c) At the time of responding to the qualification submissions, Bidder should demonstrate their capability in accordance with this Bid Document.

## **6.2. Cost of Bidding:**

- 6.2.1. The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process.
- 6.2.2. In the event the Bidder is identified as the Successful Bidder, 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.
- 6.2.3. Maha-Metro will not be responsible or in any way liable for any cost of any type, 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 respective Property Business space/s and Bidders shall be deemed to have understood and ascertained for themselves the site conditions, location, surroundings, availability of power, water and other utilities, access to PB Space, handling and storage of materials, sewerage disposal, applicable laws and regulations including market and marketability of the space 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 Maha-Metro Officials as per details given at Clause 2.13.
- 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 to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of the available Property business space, applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Successful



Bidder/ Licensee's performance under the License Agreement pursuant to the Bidding Documents and License Agreement;

- 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 6.3.1 above (the Bidding Process) and the entire RFP document;
- satisfied itself about all matters, things and information including matters referred to in clause 6.3.1 hereinabove, necessary and required for submitting an informed Bid, 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 6.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Maha-Metro, or a ground for termination of the License Agreement by the Licensee.
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertakings provided by it under and in terms hereof.

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 either on its own or through its agent or directly from the bidder itself and the bidder shall be obliged to comply to all the requirements of Maha-Metro. Any such verification shall not relieve the Bidder of its obligations or liabilities hereunder.

6.4.3. Maha-Metro reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the times specified by Maha-Metro, the supplemental information sought by Maha-Metro for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder.

6.4.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that 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 Successful Bidder 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. In such an event, Maha-Metro shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to Maha-Metro under the Bidding Documents and/or the License Agreement, or under Applicable Law, or otherwise.

## **B. RFP DOCUMENTS**

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

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

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

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

#### **BID FORMS**

- Bid Form-I: Covering Letter for the Bid
- Bid Form-II: Details of Bidder
- Bid Form-III: Eligibility of Bidders
- Bid Form-IV: Format for Power of Attorney for Signing of Bid
- Bid Form-V: Affidavit For not being barred.
- Bid Form VI: Undertaking for Downloaded Tender Document
- Bid Form-VII: Format for Financial Bid
- Bid Form-VII: Checklist

#### **ANNEXURES**

- Annexure – 1: Details of Property Business Space offered for Licencing
- Annexure – 2: Site Plans showing PB Spaces
- Annexure – 3: List of Preferable Usage and Banned/Dis-allowed Usage.

#### **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 Tender document may notify Maha-Metro in writing or by e-mail to **md.nmrc.tenders@gmail.com**. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. Maha-Metro shall upload all its responses on its website "<http://www.metrotrainnagpur.com/tenders.aspx>", as a corrigendum/addendum (if any). No bidder shall be informed individually.
- 6.6.2. Maha-Metro may also on its own motion, if deemed necessary, issue interpretations and clarifications in writing. Such clarifications and interpretations shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way, or any manner be binding on Maha-Metro.

**6.7. 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 corrigendum/addendum.
- 6.7.2. Any Addendum issued hereunder will be uploaded on the web-site of Maha-Metro i.e. Maha-Metro's website '<http://www.metrotrainnagpur.com/tenders.aspx>', 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. The Bid shall be page numbered on each page and should be arranged systematically. Maha-Metro will evaluate only those Bids that are received as per the prescribed formats provided in the RFP Document and complete in all respects, as well as duly signed by the authorised signatory on all pages including the tender documents and all its addendums/corrigendum's. Incomplete and /or conditional Bids shall be liable for rejection.
- 6.8.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed by the authorised signatory of Bidder.

## 6.9. Submission of physical bid.:

6.9.1. The bid is to be submitted in physical format / hard copy

- a. The bids shall be submitted in hard copy in four sealed envelopes –
  - Envelope ‘1’ shall contain Envelope ‘2’, Envelope ‘3’ and Envelope ‘4’.
  - Envelope ‘2’ shall contain -
    1. Demand Draft(s) for Bid Security
    2. Demand Draft/Receipt of Tender Document cost”
  - Envelope ‘3’ shall contain the “Technical Bid”
  - Envelope ‘4’ shall contain the “Financial Bid”.
- b. The Bidders will be required to fill up formats for Technical Bid and submit the same along with all the supporting documents under Technical Bid envelope. Additionally, the Technical Envelope shall also include valid Bid Security to be submitted along with the proposal failing which the bid will be summarily rejected.
- c. The above-mentioned envelopes shall be properly sealed on the outside and should bear the name of the company submitting the bid along with its logo/seal/stamp. The Envelope ‘2’, Envelope ‘3’ and Envelope ‘4’ shall be again put into Envelope ‘1’, properly sealed and named ***“Proposal for Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a Nagpur Metro Rail Project for a period of 09 Years”***. This should be addressed to –

Designation: **ED (Procurement), MAHA-METRO**  
 Project: Nagpur Metro Rail Project  
 Address: Metro Bhawan, VIP Road, Near Dikshabhoomi,  
 Ramdaspath, Nagpur-440010.

- d. The envelope shall be delivered in person so as to reach before the prescribed date and time. Courier/facsimile submission of bid is not permissible.
- e. Tenders received after due date and time will not be accepted and shall be returned without opening.
- f. The contents of Technical Bid and Financial Bid shall be as mentioned in Clause 6.10 below.
- g. 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.

## 6.10. Contents in BID:

The Technical proposal shall be submitted in Envelope No. ‘2’ and Envelope No. ‘3’ and shall comprise of following -

6.10.1. The contents of Envelope No. ‘2’ includes -

- a) Demand Draft / receipt of payment of Bid Document Fee.

- b) The Bid Security in the form of Demand Draft(s), separate for each Property Business space.
- 6.10.2. The contents of “**Technical Bid Envelope**” i.e. Envelope No. ‘3’ shall be as follows -
- i. The duly filled Checklist as per the format at Bid Form-VII;
  - ii. Covering Letter for Bid in the prescribed format Bid Form-I to Bid Form-VI.
  - iii. Power of Attorney for signing the Bid as per the format at Bid Form-IV; (not required in case Sole proprietorship Firm)
  - 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 balance sheets 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. Copy of Tender Document duly signed and sealed/stamped by the Authorised Signatory of the Bidder.
- 6.10.3. The Financial Proposal should be submitted in the format as prescribed at ‘**BID FORM – VIII: Format for Financial Bid**’. The Financial Bid Envelope should be properly sealed on the outside and should bear the logo/name of the company submitting the bid and should be super scribed “**Financial Bid for Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a Nagpur Metro Rail Project for a period of 09 Years**”.
- 6.10.4. It is to be noted that the Financial Bid shall be submitted in the “Financial Envelope” only. In the event if the financial bid is submitted in the “Technical Envelope”, the bids shall be summarily rejected.

#### **6.11. Bid Due Date:**

- 6.11.1. Bidders shall submit their Bids in physical on or before the Bid Due Date and time given in the Schedule of Bidding Process. Any change in the Bid Due Date shall be informed by uploading it on Maha-Metro’s Website : <http://www.metrotrainnagpur.com/tenders.aspx>.
- 6.11.2. 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 at its sole discretion, extend the Bid Due Date uniformly for all Bidders, in accordance with the provisions of the Bid Document.

#### **6.12. Modifications/ Substitution/ Withdrawal of Bids:**

- 6.12.1. The Bid once submitted shall not be allowed to be modified, substituted or withdrawn by the Bidder during the entire bidding process.

#### **6.13. Rejection of Bids:**

- 6.13.1. Notwithstanding anything contained in this Tender document, Maha-Metro reserves the right not to proceed with the bidding process or 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.

#### 6.14. Validity of Bids:

6.14.1. 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.

#### 6.15. Confidentiality:

6.15.1. Information relating to the examination, clarification, evaluation and recommendation of this bidding process shall not be divulged by Maha-Metro to anyone except 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.

#### 6.16. Correspondence with the Bidder:

6.16.1. 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

#### 6.17. Bid Security:

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

Sr. No.	Station Name	Property Business Space Number	Area (In Sq. Mts.)	Bid Security (Amount in Rupees)
1	Khapri Metro Station	KHP/PD-03	36.20	25,500/-
2	Airport Metro Station	NAO/PD-08	65.68	46,000/-
3	Airport Metro Station	NAO/PD-09	79.65	56,000/-
4	Airport Metro Station	NAO/PD-10	35.00	24,500/-
5	Jaiprakash Nagar Metro Station	JIN/PD-11	61.64	43,500/-
6	Lokmanya Nagar Metro Station	HLY/PD-01	14.73	10,400/-
7	Lokmanya Nagar Metro Station	HLY/PD-03	10.20	7,500/-
8	Lokmanya Nagar Metro Station	HLY/PD-04	11.47	8,000/-
9	Subhash Nagar Metro Station	SUB/PD-01	17.56	12,500/-
10	Institution of Engineers Metro Station	IOE/PD-02	14.92	10,500/-
11	Jhansi Rani Square Metro Station	JQE/PD-01	16.00	11,500/-
12	Jhansi Rani Square Metro Station	JQE/PD-02	15.00	10,600/-

- 6.17.2. Bidders submitting bids for more than one property business space shall be required to submit separate bid security/EMD for each property business space for which bid is submitted. The payment shall be made in the form of Demand Draft from Scheduled Commercial Bank 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.
- 6.17.3. Maha-Metro shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free.
- 6.17.4. Bidders are required to 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.
- 6.17.5. The Bid Security submitted by Bidders (except the First and Second Highest bidder) shall be refunded, subject to terms herein, no later than **60 (sixty) days** after award of contract to the successful bidder by Maha-Metro.
- 6.17.6. 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 Successful Bidder's Bid Security will be adjusted against the Security Deposit to be paid by him. The Bid Security of the Second Highest Bidder shall be refunded upon signing of License Agreement by the Successful Bidder.
- 6.17.7. **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.
  - e. In the case of Successful Bidder, if it fails within the specified time limit any of the following –
    - to sign and return the duplicate copy of LOA unconditionally;
    - to furnish Security Deposit
    - to deposit the first payment of License Fees;
    - to sign the License Agreement as per the draft License Agreement, without imposing any conditions;
  - f. In case the Successful Bidder, before signing the License Agreement, commits any breach hereof.

#### **6.18. Security Deposit:**

- 6.18.1. The Successful Bidder shall deposit an amount equivalent to Six Months license fee as the Security Deposit for the respective Property Business Spaces.

- 6.18.2. Security Deposit shall be interest free deposit and shall be paid in the form of Demand Draft/Banker's Cheque/NEFT/RTGS and shall be retained by authority for the entire license period.
- 6.18.3. The Interest Free Security Deposit shall be escalated by 20% on compounding basis after completion of every three (3) year.
- 6.18.4. The EMD/ Bid Security already submitted with bid shall be adjusted towards the Security Deposit, in case of successful bidder. Balance amount shall be paid by successful bidder in form of Demand Draft payable in the name of "Maharashtra Metro Rail Corporation Limited"
- 6.18.5. 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/Successful Bidder.

## E. EVALUATION OF BIDS

### 6.19. 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 property business spaces at Khapri Metro Station, Airport Metro Station, Jaiprakash Nagar Metro Station, Lokmanya Nagar Metro Station, Subhash Nagar Metro Station, Institution of Engineers Metro Station and Jhansi Rani Square Metro Station on Reach - 1 and Reach - 3 of Nagpur Metro Rail project. The various property business spaces are delineated in '**Annexure – 1: Details of Property Business Space offered** for Licencing'. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the "**Bid**") against this RFP in a single step only.
- ii. The first step (the "**Qualification Step**") of the process involves qualification (the "**Qualification**") of interested parties based on the Technical Bid submitted by the Bidders in accordance with the provisions of RFP.
- iii. At the end of the Qualification Step, Maha-Metro expects to announce short-listed qualified bidders (the "**Qualified Bidders**").
- iv. The Qualified Bidders will be eligible for participation in the second step of Bidding Process (the "**Bid Step**"). ***In the Bid Step, Financial Bids of only Qualified Bidders shall be opened and evaluated for identification of the Successful Bidder.***
- v. In the event of two or more Bidders quote the same License Fees per Sq. Mt. per month (the "**Tie Bidders**"), Maha-Metro shall identify the Successful Bidder based on the turnover of the Bidder. The Bidder whose Turnover is more shall be termed as Highest Bidder.
- vi. In this RFP, the term "**Highest Bidder**" shall mean the Bidder quoting the 'highest License Fees per sqm per month' as payable to the Maha-Metro. The evaluation of financial proposal submitted to the authority shall be assessed separately for each property business space available. The Bidder can quote for any number of property business spaces. The Bidder quoting the highest license per sqm per month for the particular property business space shall be declared as highest bidder for the respective property business space.



- vii. 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.

#### **6.20. Contacts during Bid Evaluation:**

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

#### **6.21. Opening and Evaluation of Bids:**

The bidders have only option to submit their bids by way of Physical Submission. The bid opening procedure shall be as under:

- i. The Technical Envelope / Packages of Submitted Bids shall be opened by the opening committee on due date and time of Bid opening at the office of ED (Procurement), Maharashtra Metro Rail Corporation Ltd., Metro Bhawan, VIP Road, Near Dikshabhoomi, Ramdaspath, Nagpur-440010. in presence of the Bidders who choose to attend.
- ii. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened and the bid security shall be forfeited.
- iii. Prior to evaluation of the Eligibility of Proposals received, Maha-Metro shall determine the responsiveness of proposals as per Clause 6.22 – Test of Responsiveness.
- iv. Technical Bids of those Bidders who are found non-responsive shall not be evaluated.
- v. Maha-Metro will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document. Bidders are advised that qualification of Bidders will be strictly as per the provisions of the Bid Document.
- viii. At the end of the Technical Evaluation, Maha-Metro shall announce the “Qualified Bidders”.
- vi. The Financial/ Commercial Envelope of Qualified Bidders shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Successful bidder electronically (E-mail).
- vii. The Bidder quoting the ‘Highest License Fees per sqm per month’ as payable to the Maha-Metro shall be termed as “**Highest Bidder**” for the respective business space.
- viii. 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 the said property business space(s) is subsequently licensed to it on the basis of such information.
- ix. 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.

- x. In the event if any information is found to be patently false or amounting to a material representation, Maha-Metro reserves the right to reject the Bid in accordance with the provisions of the Bid Document.
- xi. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

**6.22. 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; and
- ii. Similarly, prior to evaluation of Financial Bids, Maha-Metro shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if:
  - (a) it is received as per the format at BID FORM – VIII: Format for Financial Bid;
  - (b) it is signed, sealed/stamped 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.

**6.23. Communication of Award:**

- (a) After the selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by Maha-Metro to the Successful Bidder. Within 10 (ten) days of the receipt of LOA, the Successful 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 Successful 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 Successful Bidder to acknowledge the LOA.
- (c) The LOA will constitute the contract between the Successful Bidder and Maha-Metro for fulfilling the requirements specified in the LOA by the Successful Bidder prior to execution of the License Agreement. Notwithstanding anything contained in the LOA and the Bidding Documents, the rights of the Successful 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 Successful Bidder / Licensee.

#### **6.24. Execution of License Agreement:**

- (a) The Successful Bidder shall be required to appear in person at the office of ED (Procurement), Maha-Metro, as the case may be, or if the Bidder is a firm, a duly authorized representative shall so appear and execute the License Agreement within 45 (Forty Five) days of issue of LOA by Maha-Metro after fulfilling following conditions -
  - i. Acknowledgement of Letter of Award issued by Maha-Metro, within 10 (ten) days of its receipt by signing and returning its duplicate copy to Maha-Metro;
  - ii. Payment of License Fees for the first 05 months period of License Agreement.
  - iii. Payment of appropriate Stamp duty as applicable for signing of License Agreement.
  - iv. Submission of appropriate value Stamp paper for signing of agreement.
  - v. Submission of Security Deposit equivalent to First Year's Annual License Fee.
- (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 Draft License Agreement provide as 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 Successful 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 Successful Bidder shall have to follow the following timelines:

Stage of Activity	Time Period
<b>Issuance of Letter of Award form Maha-Metro:</b>	Within 15 days of acceptance of proposal from the authority.
<b>Issuance of Letter of Acceptance by the Successful Bidder:</b>	Within 10 (ten) days of receipt of Letter of Award or Within 15(fifteen) days of issuance of Letter of Award, whichever is earlier.
<b>Deposition of Interest Free Security Deposit to MAHA-METRO:</b>	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
<b>Payment of half yearly Licence Fees to MAHA-METRO by Licensee.:</b>	<p>Within 30 days from acceptance of Letter of Award by the Successful Bidder</p> <p>The License Fees shall be paid on half yearly basis and shall be paid in advance.</p> <p>Delay in payment of License fee shall attract a penalty of 25% of the license fees and interest @ 18 % per annum on outstanding balance on due date.</p>
<b>Signing of Licence Agreement:</b>	Within 10 days of fulfilment of conditions precedent for signing of license agreement.
<b>Licensing space(s) to be handed over to Successful Bidder.:</b>	Within 10 days of signing of License Agreement.
<b>Commencement of License Agreement:</b>	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.
<b>Commencement of License Period:</b>	Immediately upon completion of moratorium period or commercial operation date of the station, whichever is later.

## 7. FRAUD AND CORRUPT PRACTICES

- 7.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, Maha-Metro shall reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Maha-Metro shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro towards, inter alia, time, cost and effort of Maha-Metro, without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise.
- 7.2 Without prejudice to the rights of Maha-Metro under Clause 7.1 hereinabove and the rights and remedies which Maha-Metro may have under the LOA or the License Agreement or otherwise, if a Bidder or Licensee, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by Maha-Metro during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 7.3 For the purposes of this Article 7, the following terms shall have the meaning hereinafter respectively assigned to them:
- 7.3.1 **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Maha-Metro who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Maha-Metro, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the property business spaces 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 spaces;
- (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 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**

**Dated:**

To

**The ED/Procurement**

**Maharashtra Metro Rail Corporation Limited**

**(Nagpur Metro Rail Project)**

Metro Bhawan, VIP Road, Near Dikshabhoomi,

Ramdaspath, Nagpur-440010.

**Subject: Bid for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years 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 property business spaces on License Fees basis at Khapri Metro Station, Airport Metro Station, Jaiprakash Nagar Metro Station, Lokmanya Nagar Metro Station, Subhash Nagar Metro Station, Institution of Engineers Metro Station and Jhansi Rani Square Metro Station of Nagpur Metro Rail Project. The Bid is unconditional and unqualified. The Property business 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	Order of Preference
			(In Sq. Mts.)	(Amount in Rupees)	

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/tender 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 Successful 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 Bid Security is submitted as follows:

Sr. No.	Property Business Space Number	Bid Security (Amount in Rupees)	Demand Draft Number	Name of issuing Bank	Date

The Bid Security shall be in favour of Maharashtra Metro Rail Corporation Ltd. and shall be payable at Nagpur. The documents accompanying the Bid, as specified in Tender Document, have been submitted in 'Envelope No. – 2'.

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 cost associated for re-furbishing/renovation/ up-gradation and operation and maintenance of the property business space(s).
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 hereby confirm that PB Space mentioned at Serial No. 1 will be most preferred property business space for us. PB Space mentioned at Serial No. 2 shall be the second preferred PB Space and so on. In case it is found that the Average Annual Turnover as mentioned in the proposal is not sufficing the cumulative turnover requirement for the number of Property Business Spaces for which the proposal is submitted, the Property Business Space(s) should be considered for evaluation based on the preference mentioned by us i.e. the least preferred space, amongst the quoted spaces, should be rejected first and so on.

15. 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:**

- a) 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.
- b) 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. Other documents as per the prescribed formats

**BID FORM - II: Details of Bidder**

**(To be filled by Bidder)**

**Dated:**

**Name of Project: Bid for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.”**

1. Details

a. Full Name of Bidder (in block letters):

.....

b. Country of incorporation/ registration/ nationality (whichever is applicable):

.....

c. Address of the corporate headquarters and its branch office(s), if any, in India :

.....

.....

d. Date of incorporation and/ or commencement of business/ date of registration: .....

e. Registration Number: .....

f. PAN/TAN Number: .....

g. GST Registration Number (if applicable): .....

h. Other Documents:

.....

.....

2. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities:

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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) E-Mail Address: .....

(g) Fax Number: .....

4. Particulars of the Authorised Signatory of the Bidder:

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

5. Bank Account Details for refund of Bid Security

- a. Name of Account Holder –
- b. Account Number –
- c. Bank Name –
- d. Branch Name –
- e. IFSC Code –

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

**Enclosed:**

- 1. Copy of Incorporation/ Registration Certificate
- 2. Copy of PAN Card of firm
- 3. Copy of GST Registration
- 4. Copy of PAN Card of Individual/partners/directors.
- 5. Other additional documents as necessary

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

**Dated:**

**Name of Project:** Bid for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.”

Name of Bidder	Turnover of Bidder (Rs. in Lakhs)		
	Year 1 (.....)	Year 2 (.....)	Year 3 (.....)
<b>Aggregate 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) : .....

**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**

**Dated:**

**Name of Project: Bid for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.”**

*(This Bid Form is to be submitted by all Bidder except Sole Proprietorship firm)*

*(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 Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.”**, proposed by Maharashtra Metro Rail Corporation Ltd. (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 spaces and/or up on award thereof to me/us and/or till the entering into of the License Agreement with Maha-Metro.

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

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

Date:

Place:

For.....

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

Accepted

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

Witnesses:

- 1.
- 2.

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

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

**Instructions:**

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

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

(To be given on Stamp Paper of Rs. 100/-)

Date: .....

**Name of Project: Bid for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.”**

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 Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a 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 11 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

**Verified at ....., on this ..... .day of.....,2019.**

**DEPONENT**

**BID FORM - VI: Undertaking for Downloaded Tender Document****Dated:**

**Name of Project: Bid for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years for a period of 09 Years.”**

We here by confirm that, we have downloaded / purchased and read the complete set of Tender documents /addendum/clarifications along with the set of enclosures hosted on Maha-Metro’s Website [www.metroinagpur.org](http://www.metroinagpur.org). We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

We/I hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

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

Company Seal:

**BID FORM – VII: Format for Checklist****Dated:**

**Name of Project:** Bid for “Licensing of Property Business Spaces having area less than 100 Sqm at selected metro stations at Reach – 1 and Reach – 3 of Nagpur Metro Rail Project for a period of 09 Years 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 (Envelope No. '2')</b>			
1	Bid Security		
2.	Bid Document Fee or receipt thereof		
<b>TECHNICAL ENVELOPE (Envelope No. '3')</b>			
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		
8	Copy of Bid Document (signed and Sealed)		

**NOTE:**

1. All the documents should be submitted along with the bid.
2. All pages to be numbered serially;
3. Each page of the document to be initialled in Blue ink by the Authorized Signatory.

Yours faithfully,

Date

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

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

**Attached as a separate file.**

**The duly filled (signed and stamped)  
Bid Form shall be submitted separately in  
Envelope No. '4' and should not be made part of  
Technical Bid.”**

# Annexures



**Annexure – 1: Details of Property Business 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-03	Mezzanine Level	Unpaid Area	36.20
2	Airport Metro Station	NAO/PD-08	Concourse Level	Unpaid Area	65.68
3	Airport Metro Station	NAO/PD-09	Concourse Level	Paid Area	79.65
4	Airport Metro Station	NAO/PD-10	Concourse Level	Unpaid Area	35.00
5	Jaiprakash Nagar Metro Station	JIN/PD-11	Concourse Level-1	Paid Area	61.64
6	Lokmanya Nagar Metro Station	HLY/PD-01	Concourse Level	Unpaid Area	14.73
7	Lokmanya Nagar Metro Station	HLY/PD-03	Concourse Level	Unpaid Area	10.20
8	Lokmanya Nagar Metro Station	HLY/PD-04	Concourse Level	Paid Area	11.47
9	Subhash Nagar Metro Station	SUB/PD-01	Concourse Level	Unpaid Area	17.56
10	Institution of Engineers Metro Station	IOE/PD-02	Concourse Level	Unpaid Area	14.92
11	Jhansi Rani Square Metro Station	JQE/PD-01	Concourse Level	Unpaid Area	16.00
12	Jhansi Rani Square Metro Station	JQE/PD-02	Concourse Level	Unpaid Area	15.00

**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 property business spaces offered on license basis are available on “as is where is basis”.
3. All property business spaces can be utilised for any activity except the activities specified in banned list as detailed in **Annexure – 3: List of Preferable Usage and Banned/Dis-allowed**.

**Annexure – 2: Site Plans showing PB Spaces**

**Site Plan Showing PB Spaces at Khapri Metro Station, Airport Metro Station, Jaiprakash Nagar Metro Station, Lokmanya Nagar Metro Station, Subhash Nagar Metro Station, Institution of Engineers Metro Station and Jhansi Rani Square Metro Station**

**Attached as a separate PDF File.**

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**Annexure – 3: List of Preferable Usage and Banned/Dis-allowed Usage****A. List of Preferable Usage**

- a. 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:
- Departmental Store, Discount Store, Daily Needs, Retail Stores, General Stores
  - Restaurants, Fast Food Stalls (only electric based re-heating will be allowed), Small Eateries, Café's, Ice-Cream Parlours etc.
  - Offices, i-Banks / e-lounge
  - Coaching Centre, Computer Training Centres
  - Store
  - Clinics, Saloons,
  - Showrooms for Consumer goods like Garments, Mobile, Electronics / Electrical Items, General Utilities etc.

**B. List of Banned/Dis-allowed Usage 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. Sale of tobacco and tobacco products.
5. Slaughterhouses
6. Coal/Gas based cooking strictly prohibited.
7. Advertisement at any location and in any format.
8. Banqueting and similar activities
9. Restaurant, food courts, etc. with the use of cooking gas or any other combustible material for preparation of food.