

“Running and Maintenance of Parking at Various Locations for a period of Three Years.”

MAHARASHTRA METRO RAIL CORPORATION LTD.

(Nagpur Metro Rail Project)

Tender Papers

FOR

“Running and Maintenance of Parking at Various Locations for a period of Three years.”

TENDER NO. N1PD- 89/2024



August - 2024

MAHARASHTRA METRO RAIL CORPORATION LTD.

Metro Bhavan, Near Dikshabhoomi,
Ramdaspath, Nagpur - 440010

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

Brief Background

The MAHARASHTRA METRO RAIL CORPORATION LTD. (hereinafter referred to as “Maha-Metro”), a joint venture of the Government of India (GOI) and the Government of the Maharashtra, for implementing the Nagpur Metro Rail Project in Nagpur City. Maha-Metro was incorporated on 18th February 2015 with a vision to create safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Nagpur City and Nagpur Metro Region. Maha-Metro is solely responsible for the successful and timely completion of the project & its operations subsequently. Nagpur Metro Rail Project consist of 38.215 Km metro corridor, 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.

Maha-Metro with a view to earn more non-fare box revenue, invites tender from individual / reputed agencies having experience of Running and Maintenance of Parking for the minimum period of Three years.

The Reach – 1 and Reach-2 line is the North-South Corridor and Reach - 3 line is the East-West Corridor of Nagpur Metro Rail Project. The terminal station of the Reach-1 is Khapri Metro Station near Mihan and Sitaburdi Interchange Station being in the centre of the City, further the terminal stations of the Reach-2 are Automotive Square Metro Station and Sitaburdi Interchange Station, similarly the terminal stations of the Reach-3 is Lokmanya Nagar Metro Station near Hingna Depot and Sitaburdi Interchange Station.

Through this Bid, Maha-Metro intends to select one or more ‘Licensee/s’ to take up the Running and Maintenance of Parking at Various Locations for a period of Three Years on ‘License basis’. The proposed parking spaces are in close vicinity of residential/ institutional /commercial areas of the Nagpur City.

The Running and Maintenance of Parking rights in this bid, shall be provided to Selected Bidder/s on license basis for a period of 03 years.

This tender is called by Maha-Metro to License the parking spaces in the vicinity of residential, institutional, commercial and recreational areas at certain metro stations for a period of 3 years. The details of the parking areas of the Parking spaces for which the tender is called for is enclosed at Annexure – 1: Details of Parking Space offered for Licencing.

| Sr. No. | Location | Area | Area |
|---------|---|-----------------|------------------|
| | | in sq. m. | in sq. ft. |
| 1 | Maha-Metro Land adjacent to Sitabuldi Metro Station. | 1,081.00 | 11,635.79 |
| 2 | Maha-Metro Land Near Zero-Mile Freedom Park Metro Station and Sitabuldi Police Station. | 4,000.00 | 43,055.64 |
| 3 | Maha-Metro Land near Prajapati Nagar Metro station. | 1,874.67 | 20,178.73 |
| | TOTAL | 6,955.67 | 74,870.15 |

A. ELIGIBILITY CRITERIA OF APPLICANT

1. Who can apply?

The Bidder should be:

- i. Any Individual, Partnership firm, Private Limited Company / Public Limited Company registered under Company's Act in India/ Society registered under Society's Act in India/ Trust registered under trust act in India.
- ii. Legally competent to enter into contract as per prevailing laws.
- iii. Financially sound.

2. The Successful Bidder having at least 3 years of experience of running parking stand, the documents along with tender are to be enclosed.

3. For demonstrating **financial eligibility** of the bidder (the "Financial Capacity") for each Parking space, the Bidder shall be required to have following Average annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date –

| Sr. No. | Location | Area in sq. m. | Minimum Average annual turnover (Rupees in Lakhs) |
|---------|--|----------------|---|
| 1 | Maha-Metro Land adjacent to Sitabuldi Metro Station | 1,081.00 | 4.00 |
| 2 | Maha-Metro Land Near Zero-Mile Freedom Park Metro Station and Sitabuldi Police Station | 4,000.00 | 13.00 |
| 3 | Maha-Metro Land near Prajapati Nagar Metro station. | 1,874.67 | 6.00 |

Bidders submitting bids for more than one Parking space shall have to fulfil the cumulative financial eligibility requirement of the respective Parking Spaces for which bids are submitted.

Documents to be submitted -

- i. Financial Eligibility: certificate(s) from its Statutory Auditors / Chartered Accountant specifying the Annual Turnover for the last 3 (three) financial years

immediately preceding the Bid Due Date. Along with Income Tax Returns for last three financial years.

4. The Bidder can quote for multiple number of parking spaces, however while checking the eligibility of the Bidder, the turnover requirement shall be added for each parking 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 parking spaces for which bids are submitted by him.
5. Along with bid an affidavit should be submitted to Maha-Metro that bidder was not involved in any anti-social activities or criminal offense, or any case is registered against him in any police station.
6. The Bidder should submit recommendation letter / certificate from the past / previous organisations for satisfactory completion of the parking contract.
7. The bidder should submit the undertaking on Rs. 500 stamp paper stating that the bidder is not convicted / blacklisted, as per **Annexure-E**
8. The Bidder who had filed litigation or arbitration proceeding against Maha-Metro or failed to deposit payable deposit/fee on scheduled dates to Maha-Metro and due to which the bidder is disqualified for participation in tender process of Maha-Metro shall not be eligible for participation in tender.
9. Any entity which has been barred by the Central Government / State Government or any entity Controlled by it, from participating in any Govt. project (BOT, BOOT, DBFOT or Operations and Maintenance etc. or otherwise), and where the bar subsists as on the Bid Due Date or has been declared by Maha-Metro as non-performer/blacklisted would not be eligible to submit its Bid.
10. 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.
11. 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.

B. TERMS AND CONDITIONS

1. Cost of Tender Document is Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only), non-refundable (inclusive applicable taxes), through Demand Draft drawn on Scheduled Commercial Bank in favour of “Maharashtra Metro Rail Corporation Ltd.” payable at Nagpur Scanned copy of the Demand Draft to be uploaded in the Technical Section of e-tender portal i.e., <https://mahatenders.gov.in> and the original Demand Draft to be

submitted on or before the date of opening of Tender.

2. Earnest money deposit / Bid security:

- a. Earnest money deposit for each parking space is Rs.50,000/- and is to be paid through separate Demand Draft(s) for each space on Scheduled Commercial Bank, in favour of “**Maharashtra Metro Rail Corporation Ltd.**” payable at Nagpur. Scanned copy of the Demand Draft to be uploaded in the Technical Section of e-tender portal i.e., <https://mahatenders.gov.in> and the original Demand Draft(s) to be submitted on or before the date of opening of Tender.
- b. Bidders submitting bids for more than one parking space shall be required to submit bid security/EMD for each space separately for which bid is submitted. To be paid through separate Demand Draft(s) for each parking location drawn on Scheduled Commercial Bank, in favour of “Maharashtra Metro Rail Corporation Ltd.” payable at Nagpur. Scanned copy of the Demand Draft to be uploaded in the Technical Section of e-tender portal i.e., <https://mahatenders.gov.in> and the original Demand Draft(s) to be submitted on or before the date of opening of Tender.
- c. Maha-Metro shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free.
- d. 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.
- e. 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.
- f. 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.

3. First Right of Refusal:

The Successful Bidder/Licensee shall have the right of first refusal, provided no default is made in the payments of License fees to Maha-Metro and the Licensee participates in the tender invited then and agrees to match the highest bid received.

4. Security Deposit:

- a. The Successful Bidder shall deposit an amount equivalent to Six Months license fee of third Year as the Security Deposit for the respective Parking space.
- b. 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.
- c. 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”

- d. 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. Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee to Maha-Metro and after successful completion of license tenure and after successful handing over of license parking space to Maha-Metro.

5. Payment of License Fees:

- a. License Fees for the first six months shall be paid within 15 days of issuance of LOA.
- b. The License Fees shall be paid on half yearly basis and shall be paid in advance.
- c. The license fee shall be paid in advance within 15 days of the commencement of that half year. This has also been illustrated below for better understanding of licensee:

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

- d. The Annual License Fee shall be escalated by 10% every year, on compounding basis.
 - e. Delay in payment of license fees shall attract penal interest @ 15 % per annum on outstanding balance on due date.
 - f. All payments of License Fees be made by Licensee through online payment gateway mode, Demand draft and Cheques in the Bank Account of Maha-Metro.
6. Maha-Metro shall provide the Parking land to the Successful Bidder on as is where is basis.
 7. The charges for four (4) hours will be as follows –
 - a. Cycle: Rs. 5/-
 - b. Scooter / Motorcycle / Moped: Rs. 20/-
 - c. Car: Rs. 40/-
 8. No construction or storing / bringing in / unloading or keeping heavy articles to damage the premises or any other use or subsidiary use is allowed on the land permitted other than parking of the vehicles only. No advertisement/hoarding are permitted. If it is learned on site that The Successful Bidder has used the land other than parking purpose and created advertisement hoarding on land It will be considered as breach of agreement. Maha-Metro will immediately terminate the contract and forfeit the Security Deposit deposited by The Successful Bidder.
 9. Successful bidder should deposit tender amount within fifteen days from LoA to Maha-Metro, failing which no permission for running of parking stand will be given and EMD

be forfeited.

10. The sign boards of parking should be displayed at parking site and charges are to be recovered as per the rates displayed on board. In case of recovering more charges and allowing vehicle parking at other places a fine of Rs. 5,000/- per day will be charged in each case.
11. The permission granted for running parking stand shall be for Three (03) years period.
12. The registration of agreements should be done within 15 days of signing of agreement, by the Successful Bidder (registration fees, stamp duty etc. to be fully borne by the Successful Bidder/lessee) and the duly registered documents to be submitted to Maha-Metro for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to Maha-Metro for record.
13. The Successful Bidder has to run parking stand over the land/place designated for parking stand. No construction or any other use is allowed on the land permitted other than parking of vehicles. If it is observed, it will be treated as breach of agreement. The land of parking stand will be allotted on as is where is basis other facilities are to be provided by the service provider at its own expenses.
14. The Successful Bidder is not allowed to sublet the allotted work of running parking stand. If it is observed, it will be treated as breach of agreement.
15. The licensee shall not allow the leased premises to be used by hawkers, betel or cigarettes seller, cold drinks, coffee / tea vendor or any other commercial use.
16. The Successful Bidder should make its own arrangement for monitoring the parking of vehicles at proper place and security etc.. The successful bidder / licensee shall keep adequate lighting, battery operated lights / emergency lights should be kept for emergency purpose
17. After completion of agreement period or because of violation of terms and condition of agreement, The Successful Bidder should vacate the premises on 7 days' notice. afterwards no claim of the Successful Bidder will be entertained.
18. The Successful Bidder having past experience of running parking stand will be given preference. Hence the documents along with tender are to be enclosed with online submission.
19. All rights, regarding acceptance or rejection of any or all tenders are reserved by, Maha-Metro, Nagpur.
20. EMD will be refunded after 120 days from the date of opening of tender.
21. The Successful Bidder should submit **Customer registration form** duly filled in enclosed at **Annexure-A** full postal address with proof (such as electric bill/ telephone bill/ corporation tax. etc.) Moreover after getting contract he should submit identity cards and residential address proofs of employees to Maha-Metro.
22. The Successful Bidder should install board, displaying “PARKING PROJECT OF MAHARASHTRA METRO RAIL CORPORATION LIMITED” before installation the same should be got approved from Maha-Metro.

23. It is mandatory for the Successful Bidder to allow parking vehicles of Maha-Metro officers and employee with 50% discount.
24. The authorized personnel shall ensure that no living and/or dead human / objectionable content, and/or animal, goods of combustible or inflammable nature / liquid / gas fuel are inside the vehicle. Post confirmation of the above the car shall be allowed to park.
25. The Successful Bidder shall be solely responsible for the vehicles parked at the Parking stand and in case of damage, any loss, theft etc. the bidder shall be solely responsible for the same and if required shall pay the claim/expenses etc. arising thereof. Maha-Metro shall not be liable for payment on account of any of such claim/expenses. The Successful Bidder should submit undertaking (Indemnity Bond) to that effect.
The Successful Bidder shall have to submit an undertaking (Hamipatra) for the same (**Annexure -B**). The Bidder is advised to take necessary Insurance Cover for the Cars to be Parked in the Premises. Cost of Insurance Cover shall be borne solely by the Successful Bidder.
26. The Successful Bidder shall take utmost care to ensure safety of the public at large. The licensee shall always keep the licensed premises clean and in sanitary condition and shall remove all waste / junk material. If it is found that any accident / mishap occurs owing to poor maintenance or negligence on the part of Successful Bidder or his staff, the Successful Bidder shall remain solely responsible for the same and shall bear all cost associated with such accident/mishap and losses arising thereof.
27. The Successful Bidder can only use the area for parking which is shown in the plan. The use of area other than the area specified for parking will be treated as encroachment.
28. The expenditure incurred on development of parking facilities will not be refunded to the Successful Bidder after completion of contract. It will be a part of asset of Maha-Metro in case of termination or completion of contract.
29. The Successful Bidder should not enter into any other Agreement, contract, transaction, arrangement or understanding in relation to the same Project or part of the Project with any third party, or the sale, concession assignment or other disposition in whole or in part in respect of the said land other than the disclosed in this agreement.
30. After expiry of the contract period the Successful Bidder shall:
 - a. Handover the land premises, free of cost and without any encumbrance to the Maha-Metro.
 - b. There shall not be any further renewal of the contract period by the Maha-Metro.
 - c. The Maha-Metro shall be free to dispose of the said land and assets as per the prevailing rules and regulations.
31. The Successful Bidder shall hand over the premises, to Maha-Metro in good condition after completion of contract period of Three (03) years failing which the Successful Bidder shall pay Rs. 5,000/- per day to Maha-Metro till the date of actual handing over of the premises. The Successful Bidder shall inform Department of joint inspection of premises prior to 01 Month before scheduled date of completion of

contract.

32. The licensee shall neither have right nor any other interest in the licensed parking site and the legal possession and ownership of the parking site, shall always continue to vest with the Maha Metro.
33. The licensee shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as Civic Authorities, State Administration and other authorities in the matter of running the business without any extra claim on this account to Maha Metro and keeping the site in proper condition and also abide by the instructions as may be given by Maha Metro from time to time. He shall also pay all municipal taxes/other local body taxes or fees as due.
34. That the licensee shall have no right, title or interest in the premises licensed to him for managing and operating the metro parking site nor shall he, be deemed to have exclusive possession thereof, except the permission to use the said site during the currency of the license agreement and as per terms and conditions of this Agreement.
35. Maha Metro reserves the right to curtail the area of Parking at any point of time during the currency of License agreement for any developmental work or any reasons whatsoever. No claim or compensation will be entertained on this account.
36. There may be decrease/ increase in the parking area due to operational and other requirements and the same shall be accepted and honoured by the licensee without any claim.
37. If there is any dispute related to the area of parking space, representation to this effect can be made only within 15 days from the date of handing over of the site by Maha Metro. After expiry of this period no request related to area will be entertained by Maha Metro.
38. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of or over, in or upon the demised premises which is the property of the Maha Metro. That the dealing of the successful bidder/his employees with the commuters/ visitors shall be polite and courteous and they shall not indulge in any activity, which may cause harm to the reputation and interest of Maha Metro.
39. The parking is primarily for metro commuters. However, other users may also be allowed to park their vehicles as per availability of parking space after satisfying the need of metro commuters.
40. Proper electronic and/ or physical record of vehicles shall be maintained by the licensee on daily basis. The details of all vehicles like time/date of entry/exit will be recorded.
41. The licensee shall submit the report of revenue earned on monthly basis to nominated HOD/Operation Maha-Metro by 10th of every month.
42. The licensee shall not permit the use of the parking site by hawkers, betel or cigarettes

sellers, cold drinks and tea vendors, etc, if done penalty shall be imposed for such unauthorized or irregular/improper activities.

43. The employees of the licensee shall wear proper uniform and required to be carry & display an Entry Permit Card. The employee of the licensee shall observe highest standards of courtesy, manners and professionalism while dealing with customers and visitors. The successful bidder / licensee shall immediately remove any of his employee from the licensed premises in case of nuisance and misbehaviour or in case directed by Maha-Metro.
44. The employees of the licensee shall under no circumstances be construed as employees of MAHA Metro, and the licensee will be fully responsible, liable and indemnifies Maha Metro against any claims whatsoever made by Licensee’s employees in this regard. However, the licensee shall abide by the rules and notifications of Minimum Wages issued by the GoM and other applicable laws.
45. That the licensee shall pay all dues invoiced by the due date stipulated by Maha Metro including Penalties, Interests, electricity charges, GST etc. No claim for waiver/representation will be entertained if the invoiced amount is not paid in time. Maha Metro reserves the right to terminate the license agreement and forfeit the security deposit after adjustment of any outstanding dues payable to Maha Metro on account of non-payment of dues.
46. Dispute Resolution:
 - a. In the event of any dispute, difference of opinion or dispute or claim arising out of/or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by Conciliation.
 - b. All disputed relating to this agreement or on any issue whether arising during the providing of the services or after the completion or abandonment of the license agreement or any matter directly or indirectly connected with this license agreement shall in the first place be referred to a sole conciliator appointed/nominated by GM/HOD/PD Maha-Metro on receipt of such requests from either parties.
 - c. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.
 - d. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as that of an arbitration award.
 - e. Any dispute that cannot be settled through Conciliation procedure shall be referred to Arbitration in accordance with the Arbitration procedure.
47. Arbitration Procedure:
 - a. If the efforts to resolve all or any of the disputes through Conciliation fails, then such disputes shall be referred within 30 days to a sole arbitrator appointed by MD/Maha Metro. The award of the sole arbitrator shall be binding on all parties.

48. Jurisdiction of Courts: The court of Nagpur shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

49. Termination (Additional Clause): Maha-Metro shall terminate the license agreement, if the government required the said licensed space for public purpose, the licensee should hand over the same to Maha-Metro without any delay, demur and without any claim.

50. Force Majeure

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

- a. Earthquake, Flood, Inundation, Landslide.
- b. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c. Fire caused by reasons not attributable to the Licensee.
- d. Acts of terrorism
- e. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.

51. Notice of Force Majeure Event

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

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

52. Performance of Obligations

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

- a. Due notice of the Force Majeure Event has been given to the other party as required by the preceding Clause 52;
- b. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. There shall be no Termination of this Agreement due to Force Majeure Event except as provided in Clause 54;
- d. Where the Licensee is the Affected Party, the various deadlines set forth in this Agreement and the License Period shall be extended by the period for which such Force Majeure Event shall subsist.
- e. Where the Licensee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the facilities in the Licensed Space(s) as a result of the Force Majeure Event and to restore the facilities in the Licensed Space(s) , in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- f. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder. The nonissue of such notice being no excuse for any delay for resuming such performance;
- g. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- h. Any proceeds of Insurance taken to safeguard force majeure events, received by the Licensee shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry Practice, unless otherwise agreed to by Maha-Metro.

53. Termination due to a Force Majeure Event

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

54. Breach of License Agreement/ Licensee’s Events of Default:

54.1 Following shall be considered as Material Breach of the License Agreement by Licensee resulting in Licensee’s Events of Default:

- a. If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to Maha-Metro without any contributory factor of the Licensee.

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- b. If the Licensee fails to pay Annual License Fee, utility charges, common area charges, penalty or Damage herein specified or any other dues to be paid by the Licensee to Maha-Metro by the stipulated date.
- c. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- d. If the Licensee is in persistent non-compliance of the written instructions of a Maha-Metro officials.
- e. If the Licensee or any of its representatives cause an incident or accident that results in injury or death to Maha-Metro employees/ commuters or loss to Maha-Metro property.
- f. If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from Maha-Metro fails to cure the Default to the satisfaction of Maha-Metro.
- g. If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.
- h. If the Licensee engaging or knowingly has allowed any of its employees or agents to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- i. If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.
- j. If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.
- k. If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Maha-Metro, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.
- l. If the Licensee has abandoned the Licensed Space.
- m. If the licensee violates banned usage other than parking.
- n. If the licensee submitted false undertaking regarding not blacklisted / not banned by Central/ State Government Department/ Public Sector Undertaking/ Other Government Entities or Local Body.

55. Termination of License Agreement by Maha-Metro:

- a. In the event of application of clauses 54.1(a) and (b) above, Maha-Metro shall issue a 30 (Thirty) days' Notice to cure the default prior to considering the events specified therein as Licensee's events of default, to pay the outstanding Annual license fees and/or other dues along with an interest of 15% (Fifteen percent) per annum on the outstanding dues after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of Annual License Fees and/or other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual

day(s) of delay in payment.

- b. In the event of the Licensee failing to deposit the outstanding License Fee and other dues within the 30(Thirty) days' cure notice, Maha-Metro shall issue a Termination Notice to make payment of outstanding License Fee and other dues within next 15 (Fifteen) days.
- c. In the event of Licensee failing to deposit the dues within fifteen (15) days from the date of issue of Termination Notice, it shall constitute Licensee's Event of Default under this Agreement and shall entitle Maha-Metro to forfeit the Security Deposit and terminate the License Agreement.

56. On Operational Ground:

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

57. Termination for Force Majeure:

- a. The License Agreement may be terminated for Force Majeure Reasons as specified in Article -50.

58. Other Terms & Conditions:

58.1 On termination of License Agreement:

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

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

- i. On termination of the license agreement, the Licensee shall handover the vacant possession of premises to the Maha-Metro's authorized representative within 30 days from the date of termination of License Agreement, after removal of plants, equipment, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to Maha-Metro structures. The Licensee shall be allowed to remove their temporary structures, assets like furniture, almirahs, air conditioners, DG sets, equipment's, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages,

compensation, or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, Maha-Metro reserves the right to deduct/ recover damage charges. No grace period shall be provided to licensee if licensee terminates the contract within the lock in period.

- ii. If the Licensee fails to vacate the premises within the grace period of thirty (30) days, penalty of twice the prevalent monthly License Fee shall be chargeable for occupation for these thirty (30) days period. And, after lapse of these 30 (thirty) days grace period, Maha-Metro shall take over the goods / property treating at NIL/ Zero value, even if it is under lock & key; and shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit available with Maha-Metro. No grace period shall be provided to licensee if licensee terminates the contract within the lock-in period.
- iii. After vacating the premises, the Licensee shall submit a vacation certificate from the Maha-Metro’s authorized representative as a proof of Licensee having vacated the site. Licensee’s statement regarding vacation, without a vacation certificate from the Station in-charge or its authorized representative, shall not be accepted.
- iv. The termination of this Agreement shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to Maha-Metro including electricity, chiller and other utility charges under this agreement without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the Depot in charge or his authorized representative subsequent to termination of License Agreement.
- v. On termination of Agreement, Maha-Metro shall have rights to re-enter, re-market or to seal/ lock the Licensed Space.

59. Rights of Maha-Metro on Termination

- 59.1 Notwithstanding anything contained in this Agreement, Maha-Metro shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Licensed Space(s).
- 59.2 In cases of termination of License agreement due to default of Licensee, Maha-Metro shall have the exclusive rights to cut electricity connection to the Licensed area and also start process for eviction of Licensee from Maha-Metro property.

60. Right to re-market the said Licensed Space(s) on Termination

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

C. GENERAL INDEMNITY

- I. The Successful Bidder hereby agrees to indemnify, defend, save harmless the Maha-Metro and its officers, employees, agents and consultants against any and all claims, suits, proceedings, actions, demands and third party claims for any loss, damage, charges, cost and expense of whatever kind and nature arising out of any breach by The Successful Bidder of any of its obligations under this Agreement or any related Agreement, To which Maha-Metro becomes subject to or which it may have to pay or held liable thereof by reason of injury to person, reputation or property suffered or sustained by any third party or an agent or employee of Maha-Metro or arising out of any activity or negligence or omission of the licensee or its agent employee while in or about the licensed premises or other premises of Maha-Metro.
- II. The successful bidder / licensee agrees that Maha-Metro in no way be liable for any loss or claims arising out of any untoward incident like theft, fire, riots, floods, natural calamity, etc. and the licensee indemnify Maha-metro from all or any claims in this regard.
- III. In case licensee / bidder suffer any loss on account of it being unable to carry on its business or it is restrained by Maha-Metro for contravention of any terms and conditions of this license, the licensee shall have no claim on Maha-Metro.

D. SUBMISSION OF BIDS and Evaluation:

- 1) **Cost of Bidding:** The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. In the event the Bidder is identified as the Successful Bidder at the Bid Stage, it shall be solely responsible for all the costs associated with execution of the License Agreement, including applicable stamp duty and registration fee etc. payable thereon. Maha-Metro will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2) Maha-Metro reserves the right to terminate the bidding process at any stage and Maha-Metro will not be responsible for any loss or damages that The Successful Bidder incurs in the process. The bids can be rejected without assigning any reason.
- 3) Conditional Bid shall not be entertained. Financial bid should be submitted online in commercial option only on <https://mahatenders.gov.in>
- 4) No over writing/ cutting/insertion in the bid document is allowed. The bid once Submitted would be binding on a bidder and any subsequent alteration / amendment will not be entertained.
- 5) All the pages of bid document must be digitally signed by the authorized signatory of the applicant. In case of proprietorship/ partnership firm and in case of company authorization from the Chairman of the Company, copy of the resolution along with

attested signature of the signing authority, should be submitted, failing which the bid will be treated invalid.

- 6) In case of The Successful Bidder refuses to accept the offer for award of license, he will be debarred from participating in the bid process of the future projects of Maha-Metro and the submitted EMD shall be forfeited.
- 7) The financial bid submitted by the Agencies will remain valid for 120 days (One hundred twenty days) from the date of opening of tender.
- 8) In case of dispute pertaining to the final award of license, the Maha-Metro reserves the right to award the license to a suitable The Successful Bidder or other party pending resolution of the said dispute.
- 9) Maha-Metro reserve the right of relaxation, interpretation of clauses of tender documents.

10) Determination of Successful Bidder

- Bids are invited for the Parking space be quoted in the Financial Bid (the "**Annual License Fee**"). The Bidder who quotes the **Highest Annual License Fee** in their Financial Bid shall be termed as Highest Bidder, for the respective Parking space. In case a bidder applies for more than one Parking space, the financial evaluation shall be done separately for each space.
- Maha-Metro shall declare the Bidder, whose Proposal is unambiguous and as per the format and has quoted the “Highest Annual License Fees” for the project as the Successful Bidder. Such Successful Bidder would be issued a Letter of Intent in due course of time.

11) Maha-Metro reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not respond promptly and thoroughly to requests for supplementary information required for evaluation of the Proposal.
- c. The Proposal deviates from the parameters of this Tender document.

E. TERMINATION OF CONTRACT:

1. The contract shall be liable to be terminated if the Successful Bidder breaches or violates any of the terms and conditions mentioned in the contract, submit the forged / false documents / undertaking, in such a case, the security deposit shall be forfeited.
2. Without prejudice to the above, in case there is violation of terms and conditions then also on its own violation by the contract may be terminated by either party giving to the other not less than 30 days’ notice in writing of its intention to terminate it and upon expiration of such notice this contract stands cancelled and revoked but without prejudice to the rights of either parties against the other in respect of any matter or thing

antecedent to such termination. If the contract is terminated by the Successful Bidder, then also the security deposit shall not be refunded to the Successful Bidder.

F. Notices:

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

If to Maha-Metro:

Address: Maharashtra Metro Rail Corporation Limited
“Metro Bhavan”, VIP Road, Near Dikshabhoomi,
Ramdaspath, Nagpur- 440010

Telephone: 0712 –

Fax:

Email:

Kind Attention: Managing Director

Cc: Maha-Metro Representative

If to the Licensee

Name: M/s

Address: “.....”

Telephone: 0712 –

Fax:

Mobile:

Attention:

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

Tenders to be submitted on-line at <https://mahatenders.gov.in>

EMD & CERTIFIED COPIES OF DOCUMENTS OF PREQUALIFICATION.

- A. Information regarding income tax circle/ or ward of the district in which he/they is/are assessed to income tax with reference number of assessment year and permanent Account No. in case of proprietary firm I.T. Certificate/details of proprietors Tax returns shall be considered.
- B. Earnest money of Rs. 50,000/- (Fifty thousand only) for each parking space should be paid through separate Demand Draft(s) for each space on Scheduled Commercial Bank, in favour of “Maharashtra Metro Rail Corporation Ltd.” payable at Nagpur. Scanned copy of the Demand Draft to be uploaded in the Technical Section of e-tender portal i.e., <https://mahatenders.gov.in> and the original Demand Draft(s) to be submitted on or before the date of opening of Tender.
- C. Power of Attorney on behalf of organization to sign. Tender documents and agreement.
- D. Forwarding (Covering) letter along with lists of all documents forms/ Statements/ Specification/ Conditions.
- E. Certified copy of financial statements such as Balance Sheet and Profit and Loss Account for last three financial years.
- F. Financial Eligibility: certificate(s) from its Statutory Auditors / Chartered Accountant specifying the Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date. Along with Income Tax Returns for last three financial years.
- G. Character certificate of Gazetted Officer Should be submitted by the Successful Bidder. Also, the affidavit should be submitted to Maha-Metro that bidder/ agency was not involved in any anti-social activities or criminal offense, or any case is registered against him, in any police station.
- H. The Successful Bidder having past experience of running parking stand will be given preference, Hence, the documents along with tender are to be enclosed.
- I. Bidders may refer to e-tender procedures (Toolkit for using e-tender portal). In case of support or help required during online submission or difficulty encountered during online submission, the bidders may contact Mr. Kunal Guhe: +91- 7410004081 (Helpline for online submission of bid only).

Customer Registration Form

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

“Running and Maintenance of Parking at Various Locations for a period of Three Years.”

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

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

HAMIPATRA

On Rs. 500/- Stamp Paper

Affidavit

I _____ age ____ year ____ residing at _____ with this
affidavit I solemnly declare that I am Proprietor /Partner / Owner of this company / firm

I have submitted this application for bidding for the following Tender **"Running and Maintenance of Parking at Various Locations for a period of Three Years."**

All the documents including the documents in the form of Appendix, Annexures are true and valid to that effect. I solemnly declare on oath that these documents are neither erroneous nor illegitimate. These documents don't contain any information which is misleading or false or incomplete.

Also, I declare under oath that my firm will be solely responsible for the Cars parked in the Parking premises. In the event of any damage/loss/theft etc., my firm shall be solely responsible for the same and if required shall pay the claim/expenses arising thereof. Maha-Metro shall not be liable for payment on account of any of such claim/expenses.

I understand that if found otherwise I am liable for legal action.

Name:

Signature

Address:

Date:

Firm /Company Seal:

ANNEXURE - C

BID FORM – V: Affidavit (Duly Notarized)

(To be given on Stamp Paper of Rs. 500/-)

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 Partners/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 “Running and Maintenance of Parking at Various Locations for a period of Three 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 contract 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 / we confirm that we/our firm is financially sound and no insolvency / liquidation proceeding against us / our firm is pending.
- 11. 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 10 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of.....,20.....

DEPONENT

Tool Kit for using E-Tender

Tool Kit for using E-Tender Portal of Maharashtra Government

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

The screenshot displays the Maharashtra eProcurement System portal. The header includes the logo, 'Tenders Maharashtra', and navigation links. A sidebar on the left contains various menu items. The main content area features sections for 'Latest Tenders' and 'Latest Corrigendums'. A right sidebar contains a 'Click here to Login' button and a list of links, with 'Bidders Manual Kit' highlighted in a blue box.

Latest Tenders

| Tender Title | Reference No | Closing Date | Bid Opening Date |
|---|----------------------------|----------------------|----------------------|
| 6. CONSTRUCTION OF RCC GUTER AND ROAD FROM PANDHARPUR BANK TO GUNGE HOME AT BHIMNAGAR, WARD NO 9 BARSHI | 202324_BNP_CED_Notice_14_7 | 19-Oct-2023 04:00 PM | 20-Oct-2023 05:00 PM |

Latest Corrigendums

| Corrigendum Title | Reference No | Closing Date | Bid Opening Date |
|---------------------|--------------------------|----------------------|----------------------|
| 1. Date Extension I | E Tender/ Media /2023-24 | 18-Oct-2023 03:00 PM | 19-Oct-2023 03:05 PM |

Right Sidebar Links:

- Click here to Login
- Online Bidder Enrollment
- Generate / Forgot Password?
- Find My Nodal Officer
- Tender Search
- Help For Contractors
- Information About DSC
- Guidelines for Hassle Free Bid Submission
- FAQ
- Feedback
- Bidders Manual Kit**

ANNEXURE - E

Format of undertaking Certifying statement that Entity / Director(s) of Entity is not blacklisted)

(To be given on Stamp Paper of Rs. 500/-)

Affidavit

I/ We M/s(Bidder), (the name and address of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of India or Government of Maharashtra or blacklisted by any other State Government or Central Government / Department / Successful Bidder/ in India from participating in project, as on(Mention the bid due date) We further confirm that we are aware that as per this undertaking given by us our Bid for the project for **"Running and Maintenance of Parking at Various Locations for a period of Three Years."** would be liable for rejection in case any material misrepresentation is made or discovered with regard to these requirements at any stage of the Bidding Process or thereafter during the Contact Agreement period.

Dated this Day of ,20.....

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

1- Please strike out whichever is not applicable

Format for Financial Bid

Dated:

To,

The GM (Town Planning / Procurement-PD)
Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
“Metro Bhavan”, VIP Road, Near Dikshabhoomi,
Ramdaspath, Nagpur-440010

Subject: “Running and Maintenance of Parking at Various Locations for a period of Three Years.”

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

| Sr. No. | Name of Parking Space/Location | Annual License Fees in figures (in Rupees) |
|---------|---|--|
| 1 | Maha-Metro Land adjacent to Sitabuldi Metro Station | |
| | (Annual License Fees in words) (in INR) | |
| 2 | Maha-Metro Land Near Zero-Mile Freedom Park Metro Station and Sitabuldi Police Station. | |
| | (Annual License Fees in words) (in INR) | |
| 3 | Maha-Metro Land near Prajapati Nagar Metro station | |
| | (Annual License Fees in words) (in INR) | |

- I/We shall pay to Maha-Metro a License fees as quoted above plus applicable taxes/GST for the specified Space for operating at the Licensed Premises for a period of Three years from the date of possession or date mentioned in letter or notice for taking over possession as and when the same is communicated by MAHA-METRO to do so.
- The License Fees shall be paid in advance plus applicable GST.
- The Annual License Fee shall be escalated by 10% every year, on compounding basis.
- The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.
- All statutory taxes, local levies, statutory dues, etc. as applicable from time to time shall be levied additionally.

I/We shall submit the interest free security deposit as requested within 30 days of date of the LOA along with the advance license fee for one year including all other charges and shall sign the License Agreement, on a convenient date, which may be decided and intimated by MAHA-METRO. The possession of licensed space shall be taken on date informed by Maha-Metro.

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

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

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

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

Signatory/Authorized signatory

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

Designation: _____

Company Name: _____

Address: _____ Tel (O): _____

_____ Tel (R): _____