

MAHARASHTRA METRO RAIL CORPORATION LIMITED
(PUNE METRO RAIL PROJECT)

Notice for Empanelment of Indian Newspaper Society (INS) Accredited Advertising
Agency/Agencies for
Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)

NOTICENO.

P1PR-04/2022

October-2022




Maharashtra Metro Rail Corporation Limited
101, The Orion,
Opposite Don Bosco Youth Centre,
Koregaon Park, Pune- 411001
E-mail: pr.pune@mahametro.org
Website: www.punemetrorail.org
Telephone: 9890419095

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SECTION-1Notice Empanelment of Indian Newspaper Society (INS) Accredited Advertising Agency/Agencies

	<p style="text-align: center;">MAHARASHTRA METRO RAIL CORPORATION LTD Pune Metro Rail Project (A joint venture of Govt. of India & Govt. of Maharashtra) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 E-mail: pr.pune@mahametro.org Website: www.punemetrorail.org</p>
Notice No. P1PR-04/2022	Date: 3.10.2022
<u>Name of Work: -</u> Empanelment of Indian Newspaper Society (INS) Accredited Advertising Agency/Agencies for Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project)	
<u>KEY DETAILS: -</u>	
Completion Period	12 (Twelve) Months (Reckoned from the 7 th Day from the date of issue of LOA
Documents for Empanelment	Documents can be downloaded from 16.00 Hrs on 03.10.2022 to 16.00 Hrs on 17.10.2022 from Maha-Metro's Web Site.
Cost of documents	NA
Last date of submission of queries in writing through e-mail from the Applicants	Up to 16.00 Hrs. 10.10.2022 through e-mail on ID: pr.pune@mahametro.org
Notice Security	NA
Date & Time of submission of Notice	Submission of hard copy of the documents up till 16.00 Hrs. on 17.10.2022 at 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 in sealed envelope.
Date & Time of Opening of bids	On 17-10-2022 at 16:30 Hours at 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.
1. To view this notice, interested Agencies may visit the Pune-Metro website " www.punemetrorail.org under Tenders" 2. The Applicants 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 applicants' process.	

Executive Director, (Admin/PR)

PMRP-Maharashtra Metro Rail Corporation Limited

1. DISCLAIMER

1.1 This document is being published in connection with the proposed empanelment of INS accredited Advertisement agencies on a non-exclusive basis as MAHA METRO PUNE reserves its right to empanel more than one applicant agency as per its needs and requirements.

1.2 This document does not constitute, nor should it be interpreted as an offer or invitation for the empanelment of Advertisement Agencies described herein.

1.3 This document is meant to provide information only and on the express understanding that recipients will use it only for the purpose of furnishing a proposal for being empanelled as Advertisement Agencies of MAHA METRO PUNE. It does not purport to be all-inclusive or contain all the information regarding the empanelment of Advertisement Agencies or be the basis of any contract. No representation or warranty, expressed or implied, will be made as to the reliability, accuracy, or completeness of any of the information contained herein.

1.4 While this document has been prepared in good faith, neither MAHA METRO PUNE nor any of its officers make any representation or warranty or shall have any responsibility or liability whatsoever with respect to any statements or omissions here from. Any liability is accordingly and expressly disclaimed by MAHA METRO PUNE and any of its officers, even if any loss or damage is caused by any act or omission on the part of MAHA METRO PUNE or any of its officers, or employee or consultant, whether negligent or otherwise will not be responsible.

1.5 By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of MAHA METRO PUNE. MAHA METRO PUNE or any of its respective officers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of Advertisement Agencies or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

1.6 MAHA METRO PUNE reserves the right to reject any or all proposals or cancel/withdraw the RFP/Notice for empanelment without assigning any reason whatsoever and in such case, no intending applicant agency shall have any claim arising out of such action. At any time prior to the deadline for submission of proposal/Expression of Interest (EOI), MAHA METRO PUNE may modify, for any reason deemed necessary, the RFP/Notice for empanelment by amendment notified on the Procurement portal of MAHA METRO PUNE and on MAHA METRO PUNE'S (<https://www.punemetrorail.org/tenders>)(Tenders section-for reference only) and such amendments shall be binding on them. The applicants INS accredited Advertisement agencies

should ensure to visit the site regularly to view any such amendments/corrigendum's etc. as a plea of ignorance of information uploaded on site would not be entertained.

1.7 The interested agency should carry out an independent assessment and analysis of the requirements for empanelment as INS accredited Advertisement Agencies and of the information, facts, and observations contained herein.

1.8 This document has not been filed, registered, or approved in any jurisdiction. The Advertisement agencies should inform themselves of any applicable legal requirements and conform to the same.

1.9 This document constitutes no form of commitment on the part of MAHA METRO PUNE. Further, this document confers neither the right nor an expectation on any party to participate in the proposed empanelment process of Advertisement Agencies.

1.10 This document confers neither a right nor an expectation on any party to offer for empanelment as an Advertisement agency.

1.11 MAHA METRO PUNE may not consider for the purpose of qualification, a proposal that is found to be incomplete in content and/ or attachments/ Notice processing fee and/or authentication, etc. or which is received after the specified date and time, or not delivered as per the specified procedure.

1.12 Without prejudice to any other rights or remedies available to MAHA METRO PUNE, Advertisement Agencies may be disqualified and their proposals rejected for any reason whatsoever including those listed below:

- a) Misrepresentation by the agency in the proposal.
- b) Failure by the agency to provide the information required to be provided in the proposal pursuant to relevant sections of this Notice for empanelment.
- c) If information becomes known, after the agency has been appointed, which would have entitled MAHA METRO PUNE to reject or disqualify the relevant Advertisement agency, MAHA METRO PUNE reserves the right to reject the agency at the time, or at any time after, such information becomes known to MAHA METRO PUNE.
- d) Any conviction by a Court of Law or indictment adverse order by a regulatory authority that casts a doubt on the ability of the agency to manage the newspaper NIT or other notices, etc.
- e) Any other valid reasons as may be deemed fit by MAHA METRO PUNE.
- f) The Applicants Advertisement agencies shall be under the obligation to disclose any situation of actual or possible conflict that may impact their capacity to serve the best interest of MAHA METRO PUNE or that may be reasonably perceived as having such effect.

1.13 When any proposal is submitted pursuant to this RFP, it shall be presumed by MAHA METRO PUNE that the applicants the agency has fully ascertained and ensured its eligibility to

act as an Advertisement Agency, in the event of it being selected ultimately to act as an Advertisement Agency, under the relevant governing laws, including applicable media laws and regulatory regimes, and that there is no statutory or regulatory prohibition or impediment to acting as an Advertisement Agency for MAHA METRO PUNE and it has the necessary approvals and permission to act as an Advertisement Agency and further suffers no disability in law or otherwise to act as such.

1.14 All proposals and accompanying documents submitted in the Pune metro office (101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001) in response to this notice will be considered as the final submission by the agency.

1.15 Reference to any laws/ regulations/ guidelines in this RFP document is applicable to laws/ regulations/ guidelines in India.

SECTION -2

INSTRUCTION TO APPLICANTS

GENERAL INSTRUCTIONS:

2.1 Maharashtra Metro Rail Corporation Ltd. (Maha-Metro) requires the services of a well-established reputed, experienced & Indian Newspaper Society (INS) registered firm/company/agency for providing “**Publication of Advertisement Services**” for publishing NITs and other general advertisement pertaining to MAHA-METRO.

2.2 The intending Applicants (agency) must read the terms and conditions carefully and should only submit his/her document if he/she considers himself/herself eligible and he/she is in possession of all the documents required. All applicants are requested to submit the necessary documents with each page signed and stamped in a seal envelope on **MAHARASHTRA METRO RAIL CORPORATION LTD. (Pune Metro Rail Project) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 (INDIA)**

2.3 The complete Notice Document can only be obtained online on the website <https://www.punemetrorail.org/tenders> For further information in this regard Applicants are advised to visit the above-mentioned website.

2.4 The contract for the proposed work shall continue for a period of **12 (Twelve) Calendar Months, reckoned from the date of issue of LOA**. The period of the contract may be further extended up to maximum **12 (Twelve) months** after completion of contract period on same Terms & Condition of original Contract Agreement, as per discretion of MAHAMETRO and if agreed by the successful Applicants.

2.5 The Service Provider shall submit an affidavit stating that the firm/ company is not / has not been black listed by Central /State Government/ any PSUs / Statutory Authority /Govt. Local Body/ World Bank etc. during last 5 years and such blacklisting is not effective on the date of bid submission.

2.6 Validity of the Notice for Empanelment of the agency/agencies shall be for a period of **60 days** from the date of submission of Notices.

2.7 MAHA-METRO reserves the right to cancel the notice at any stage, accept or reject any or all proposals without assigning any reasons. The Applicants shall not have any claim, whatsoever, against MAHA-METRO due to rejection of his proposal. No claims towards the notice document and expenses incurred towards the preparation & submission of bid shall be admissible in above circumstances.

2.8 Furnishing of any false information, false & forged experience certificate / documents by Applicants, which fails authenticity verification by MAHA-METRO, shall lead to disqualification from this Notice process and any future Notice of MAHA-METRO.

2.9 At any time, prior to the date of submission of the Notice, MAHA-METRO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicants, may modify/ amend the Notice documents by issuing in **Corrigendum**. Such amendments shall be notified by uploading at E-Tender portal of MAHA-METRO. It is responsibility of Applicants to visit the e-Notice portal frequently to get updated modifications till completion of the process. Any such amendments shall be part of bid document/agreement and amendments will be binding on Applicants.

2.11 All submitted enclosures / documents by Applicants must be numbered & the first page should be the Index of enclosure / documents clearly mentioning the name of the document & its page number. This index shall be put as the first file along with other enclosures as described in **Section-3 Eligibility & Evaluation Criteria**.

2.12 Applicants are requested to use various formats provided in Section-7: Applicants Form & Contract Form to furnish various information & necessary statutory / legal documents required to be submitted with the bid.

2.13 Definitions & Abbreviations

The following terms, if used anywhere in the Applicants Documents shall have the meaning and interpretations as under:

- i. 'Notice(s)' and 'Bid (s)' are synonymous
- ii. 'Employer's Requirements' and 'Work Requirements' and Scope of the work are synonymous
- iii. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Contractor.
- iv. "**Applicable law**" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- v. "**Applicants**" or "**Noticeer**" means "Contractor" who is intended to participate in submission of RFP for this work.
- vi. "**Base Date**" 28 days prior to the date of last date of submission of Bid
- vii. "**Client**" / "**Employer**" means **Maharashtra Metro Rail Corporation Limited i.e. Maha-Metro** that signs the Contract for the Services with the selected Agency/Agencies i.e.

- viii. **“Service Provider”/“ Agency”** means a legally-established professional firm or an entity that may provide or provides the Services to the Client/Employer after entering in to Contract with client/Employer.
- ix. **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- x. **“COD / ROD”** Commercial/ Revenue operation Date
- xi. **“Contract”** means a legally binding written agreement signed between the Client and the Contractor. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- xii. **“Data Sheet”** means an integral part of the Instructions to Contractors (ITC) Section-2 that is used to reflect specific information and assignment conditions to supplement, replace, and amend the provisions of the ITC.
- xiii. **“Day”** means a calendar day of English Calendar.
- xiv. **“Government”** means the government of the Client’s country.
- xx. **“LOI”/LOA:** means the Letter of Intent / Letter of Award being sent by the Client to the finally selected Contractors.
- xxi. **“RFP”** means Agreement for providing the proposed services.
- xxiv. **“SRFP”** means the Standard Request for Proposals, which may be used by the Client as the basis for the preparation of the RFP.
- xxv. **“TORs” / Scope of the work** means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Contractor, and expected results and deliverables of the assignment. The Request for Proposals to be prepared by the Client for the selection of Contractors, based on the SRFP.
- xxvi. **“Services”** means the work to be performed by the Contractor pursuant to the Contract Agreement.

xxvii. **“Service provider”** means, the successful Applicants legally binds under Contract

ANNEXURE-2A INFORMATION SHEET

1.	Name of the work: Empanelment of Indian Newspaper Society (INS) Accredited Advertising Agency/Agencies for Maharashtra Metro Rail Corporation Limited (Pune Metro Rail Project). Notice No: P1PR-04/2022
2.	The language of the Application is: English All correspondence/ exchange shall be in the English language . Language for translation of supporting documents and printed literature is English certified by a licensee translator.
3.	The application validity period shall be 60 days from the closing date of online submission of notice for empanelment to Maha –Metro.
4.	The accepted and awarded bid price/documents shall not be adjusted /modified /varied in event of delay of award or under any change in market condition thereafter.
5.	The currency of the Notice& bill of work done shall be Indian National Rupees (INR)
6.	The Employer is: Maharashtra Metro Rail Corporation Ltd. (MAHA-METRO)
7.	The successful Applicant should have a full-fledged office in Pune with sufficient full-time staff and adequate creative professionals.
8.	Source of Fund for the project: The name of the Employer is: <u>Maharashtra Metro Rail Corporation Ltd.</u> Funding for the proposed work: <u>Equity of GoI and GoM</u> Name of the project: <u>Pune Metro Rail Project.</u>
9.	Maximum number of members in the JV/Consortium shall be: - No JV/Consortium is permitted in this bid
10.	The Applicants must not have been banned or blacklisted or debarred or in exclusion list by any Central / State government department /PSU /Local Govt. Body, as on the date of notice submission. The Applicants should submit undertaking to this effect. Simultaneously the Applicants should not be listed in exclusion list of World Bank
11.	(a) Every Applicant is required to sign the notice for empanelment by authorized signatory, inter alia, to sign and submit the Bid. (Where ever physical signature is required) (b) In case the Applicant is proprietorship firm the owner of the applicants' firm / company may sign all the documents himself along with an Undertaking stating that it is proprietorship firm and signatory is the owner of the firm. (c) The applicants' entity (Proprietorship, Partnership, Private Limited, Public Limited, PSU, as the case may be) may sign the notice for empanelment through a legal

	<p>Power of Attorney (POA) duly signed and stamped, authorizing an individual as its authorized signatory, inter alia, to sign and submit the notice for empanelment. The formats of the Power of Attorney provided in Section-7: Application& Contract Forms.</p> <p>The mode of execution of the power of attorney should be in accordance with the procedure and the applicable law and the charter documents of Govt. Of Maharashtra and it is so required the same should be under common seal of executant affixed in accordance with the required procedure. This power of attorney should be registered at appropriate statutory authority in the jurisdiction & as per that law of the country, where the Power of Attorney is being issued and easily verifiable.</p> <p>MAHARASHTRA METRO RAIL CORPORATION LTD. (Pune Metro Rail Project) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 (INDIA)</p>
12.	The Applicants shall submit with the Bid full details of its ownership and control, full details of firm/company/ownership. The required information should be submitted as per Section-7 Forms
13.	Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of notice for empanelment will be an offence under laws of India. Such action will result in the rejection of the Bid, in addition to other punitive measures.
14.	<p>The applicants document consists the following:</p> <p>The Applicants Documents consist of, which include all the Sections specified below, and which should be read carefully before submitting it to the MAHARASHTRA METRO RAIL CORPORATION LTD. (Pune Metro Rail Project) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 (INDIA)</p> <p>Section -1. Notice for Empanelment of INS Accredited Advertising Agency/Agencies.</p> <p>Section- 2. Instructions to Applicants (ITB)</p> <p>Annexure-2 A. Information Sheet (BDS)</p> <p>Section- 3. Eligibility & Evaluation Criteria</p> <p>Section- 4. Terms of Reference</p> <p>Section-5. Scope of Work</p> <p>Annexure-5-A. Corrupt and Fraudulent Practices</p>

	<p>Section -6. Condition of Contract</p> <p>Section -7. Empanelment& Contract Forms</p> <p>Section-8. List of Document to be attached.</p>
	<p>The document including the notice for empanelment and all annexed documents provided by MAHA-METRO are and shall remain or becomes the property of MAHA-METRO and are transmitted to the Applicants solely for the purpose of preparation and the submission of a notice for empanelment in accordance herewith. The provisions of this Para shall also apply <i>mutatis mutandis</i> to the notices and all other documents submitted by the Applicants, and MAHAMETRO will not return to the Applicants any notice, document or any information provided along therewith.</p>
	<p><u>Employer's Address is:</u></p> <p>MAHARASHTRA METRO RAIL CORPORATION LTD.</p> <p>(Pune Metro Rail Project)</p> <p>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 (INDIA)</p> <p>E-mail address: pr.pune@mahametro.org</p> <p>Web page: www.punemetrorail.org</p>
	<p>All correspondence from MAHA-METRO pertaining to this notice for empanelment till award of the work shall be done by the authorized representative of MAHA-METRO. The Applicants are advised to regularly check "https://mahametrorail.etenders.in" for any update/ addendum/ corrigendum/ any other correspondence by the Employer</p>
	<p>Applicants may send any queries pertaining to this Notice up to 16.00 hrs. Dt. 10-10-2022 by e-mail at pr.pune@mahametro.org</p> <p>Any queries received after the above date & time shall not be taken into consideration for reply.</p>
	<p>Alternative applications shall not be permitted. No multiple applicants is permitted</p>
	<p>Time of Completion: - 12 (Twelve) Calendar Months (Reckoned from the date of issue of LOA)</p>
	<p>No discounts or content are allowed to be quoted by the Applicants in the Letter of Notice for empanelment.</p>
	<p>GST, & Other Taxes (If Any) upon Service: - Applicable as per Government of India & Govt. of Maharashtra rules & acts.</p>
	<p>The deadline for bid submission is:</p> <p>Date: 17-10-2022</p> <p>Time: 16:00 hrs.</p>

	<p>The Applicants shall furnish the information strictly as per the formats given in the notice for empanelment documents without any ambiguity. MAHA-METRO shall not be held responsible if the failure of any Applicants to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.</p> <p>In case of support or help required during submission or difficulty encountered, Applicants may seek any assistance, if required, regarding submission of Notice may contact</p> <p>Mr. Vinod Solanki: 9890419095</p> <p>Email Id: pr.pune@mahametro.org</p>
	<p>The notice for empanelment opening shall take place at the office of:</p> <p>MAHARASHTRA METRO RAIL CORPORATION LTD.</p> <p>(Pune Metro Rail Project)</p> <p>101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune 411001.</p> <p>Date: 24-10-2022 Time:</p> <p>16:30 hrs.</p> <p>No minimum number of notices are required in order to proceed to notice for empanelment opening. Its discretion of MAHA-METRO to proceed or not to proceed with opening of notices in the event that only single notice is received. The Applicants shall not have any claim or right regarding the above.</p>

SECTION - 3

ELIGIBILITY & EVALUATION CRITERIA

3.1 General Descriptions: -

1. The Applicants for this contract will be considered only from those firms (proprietorship firms, partnership firms, companies, corporations), who meet requisite eligibility criteria prescribed as under.
2. The Advertisement agency/agencies should be an Indian Newspaper Society (INS) accredited advertising agency only. On the date of submission of the bid the INS accreditation shall be valid. (INS accredited certificate required).
3. The INS accredited agency should have an office in Pune City (PMC & PCMC limits). The agency should manage an assignment in accordance with the guidelines issued by MAHA METRO PUNE from time to time.
4. The Applicants must not have been blacklisted or deregistered by any central/state government department or public sector undertaking of Govt. of India & State Government during last **5 years** and such black listing is not in force on the date of submission of bid.
5. The applicants' agency should have a full-fledged office in Pune (PMC & PCMC limits) with sufficient staff and adequate creative professionals.
6. The applicants' agency must give an undertaking that it will follow all codes of printing and publishing, guidelines as prescribed by the Ministry of Information and Broadcasting, codes and advertising ethics as prescribed by the Advertising and Standards Council of India (ASCI) and any other applicable laws governing the Media and Advertising industry.
7. The applicants' agencies should have executed assignments involving designing and publication of Advertisement Campaigns, recruitment advertisements, Notice notices, etc.
8. The details of documentary proof in this regard are to be submitted along with the offer document in the format **enclosed in Form II** Documents related to each of the

above qualifying criteria should be very clearly marked separately with the stickers/flags/super scribed.

9. MAHA METRO PUNE may empanel more than one applicant agency to fulfil the work requirements and the advertisements will be given on a rotation basis balancing the cost of advertisements among the empanelled agencies.

Note: In case of the discovery at any stage, of false information and submission of fake/tampered documents in support of the above or suppression of facts, the notice for empanelment shall be rejected and empanelment, if already done with MAHA METRO PUNE, shall be terminated. In such a case, MAHA METRO PUNE reserves the right to blacklist such agency/agencies for a period at its own discretion.

3.2 Minimum Eligibility Criteria: (Initial Filter)

- a) Statutory Registration:** Registration under Shop Act or Certificate of Incorporation under Indian Company Act-1956 or Registrar of Firms, Statutory Registration of firms as per act & norms of Govt. Of India or Any State Govt. Of India(As the case may be). Self-Attested Certificate of registration to be enclosed by Applicants.
- b) GST Registration:** The Applicants must have a valid GST registration under the relevant act. Applicants has to enclose a self-attested copy of the certificate of registration under GST Act.
- c) Income Tax Registration/PAN:**The Applicants must have a valid Income tax registration under the relevant act. Applicants has to enclose a self-attested copy of the PAN card.
- d) Accreditation of Indian Newspaper Society:** The Applicants agency must be **Indian Newspaper Society (INS)** accredited on the day of submission of bid. A self-attested copy of certificate must be enclosed/uploaded with the bid.
- Applicants must meet the above criteria of Initial Screening, failing which the notice for empanelment of Applicants shall not be evaluated further.

3.3.Special Notes: -

- i For average annual turnover for last three (03) audited financial year a certificate issued by Chartered Accountant shall be enclosed. Entire Balance Sheet need not to be enclosed. iv.**
- ii As a proof of office in the Pune ((PMC & PCMC limits) of Maharashtra State or other Cities, Electricity bill / Land line telephone bill / Water bill/ Municipal tax receipt/ Property Tax receipt/Lease Rent Agreement bearing the address, either in the name of applicant firm /company or in the name of or owner of applicants firm (in case Proprietor Ship firm).**
- iii Enclosing proof of year of establishing office.**
- iv No JV/Consortium is permitted to participate in this notice. Subletting / Sub-contracting of part of this work or entire work is not permitted.**

3.4.Notice for Empanelment EVALUATION

(i) Notices received shall be opened by authorized person on Maha- Metro and shall be evaluated by an authorized Evaluation Committee

- (ii) Documents Submitted without the documentary proof of **Minimum Eligibility Criteria (Initial Filter)** as stated above under **Cl. No. 3.2 (a, b, c, d and e) and 3.3** shall not be considered for further **Evaluation**.

SECTION- 4

Terms of reference

4. Terms of Reference

4.1 MAHA METRO PUNE intends to empanel INS accredited Advertisement Agencies to assist it in its endeavour to create awareness among the general public about the various **notices** so that the **social security benefits** envisaged by MAHA METRO PUNE or any such Scheme/Act reaches every employee in the country. Advertisement Agencies are required to carry out the publishing of **Newspaper Ads, Notice notices, etc.** as issued to them by MAHA METRO PUNE from time to time. The empanelment of Advertisement Agencies will be for a tenure of **one year** further extendable by one more year on performance basis.

4.2 The empanelled agencies shall be required to prepare and release creative in print media, Outdoor (OOH), multimedia including electronic media and digital media, or any other media platform that is existing or maybe propounded in the future, for MAHA METRO PUNE or its field offices/any other office with whom MAHA METRO PUNE may get associated in future.

4.3 Terms and conditions:

4.3.1 The Advertisement Agencies should be an Indian Newspaper Society (INS) accredited advertising agency only.

4.3.2 The INS accredited agency should have an office in Pune City (PMC & PCMC limits). The agency should manage an assignment in accordance with the guidelines issued by MAHA METRO PUNE from time to time.

4.3.2 The agency should maintain books and records about the assignments, and submit reports on the management of assignments to MAHA METRO PUNE at such intervals and in such manner as may be required or called for by MAHA METRO PUNE.

4.3.4 Take all reasonable steps and exercise due diligence to ensure that the management of an assignment is not contrary to the guidelines issued by MAHA METRO PUNE and the agreement between the Advertisement Agency and MAHA METRO PUNE. Exercise due diligence and care in all its decisions on the management of assignments in the best interest of MAHA METRO PUNE.

4.4 Advertisement Agencies will be selected for empanelment based on the evaluation process as prescribed and the selected Advertisement Agencies will be informed in writing.

4.5 MAHA METRO PUNE reserves the right to cancel the empanelment process, and call for a re-bid without assigning any reason thereof.

4.6 This document is a Request for Proposal (RFP)/Notice for empanelment for the empanelment of Advertisement Agencies for MAHA METRO PUNE. The applicants Advertisement agencies that wish to participate in the selection process must submit their proposals as per the process defined in the RFP/Notice for empanelment.

4.7 The applicants Advertisement agencies shall not be allowed to withdraw or modify the proposals after submission. Withdrawal and modification during the notice validity period shall lead to disqualification of applicants Advertisement agencies, besides other legal remedies available to MAHA METRO PUNE.

4.8 The average approximate expenditure incurred by MAHA METRO PUNE in releasing newspaper advertisements is Rs. 41,53,148.63 per annum.

4.9 MAHA METRO PUNE may empanel more than one INS accredited agency/agencies fulfilling eligibility criteria. In case of more than one agency empanelled, the advertisements will be distributed among the agencies on a rotation basis by balancing the total cost of the advertisements.

RIGHTS IN INTELLECTUAL PROPERTY AND MATERIALS:

4.10 All the rights relating to the Trademarks and Copy Rights in respect of the Publicity work including creatives, press advertisements, literature, scripts generated in-house by the empanelled agency, solely through its Personnel, to the exclusion of all Third Parties, on behalf of "MAHA METRO PUNE" shall, at all times vest with "MAHA METRO PUNE".

4.11 The applicant agency shall duly submit- all the materials generated by the applicants' agency in the execution of the assignments, including live paper cuttings of all the newspaper where the advertisement had appeared and the digital ad copy of the advertisement at national/local levels.

5. DURATION OF EMPANELMENT

5.1 The empanelment will be for a period of one year from the date of empanelment in MAHA METRO PUNE. Empanelment can be extended by one more year depending upon the performance and services of the agency/agencies and if desired by MAHA METRO PUNE.

5.2 Any extension will be by the way of written consent of empanelled agency to work on INS rates/Rates as determined by MAHA METRO PUNE.

5.3 The empanelment of the advertisement agency would stand terminated at the end of the term as specified in the letter of empanelment.

5.4 Notwithstanding anything contrary contained in the Notice documents, MAHA METRO PUNE reserves the right to terminate the empanelment of any agency by giving Three

weeks' notice in writing at any time, or, to go into fresh empanelment before One year, depending upon circumstances without assigning any reasons in this regard.

Section 5

Scope of Work

SCOPE OF WORK

Brief Scope of work is as under (subject to reviews and modification by MAHA METRO PUNE):

6.1 Publication, designing, and release of all forms of advertisement in general, etc. including notice inviting Notice (NIT), recruitment, classified ads, Notice of Train timings, and Fare. Etc. (Operation& Management updates), Information Notices, Project Update & various advertisements, etc.

6.2 The empanelled agencies shall adhere to strict timelines and schedules, time being the essence of the contract, and work as per the timeline given by MAHA METRO PUNE.

6.3 The empanelled agency shall have dedicated responsible person(s) who will interact with MAHA METRO PUNE officials. The agency must share the contact information of the responsible person(s) such as email id, phone number, telephone number, fax number, etc.

6.4 The empanelled agency shall provide the advertisement copies in form of print and digital after the release of the advertisement in the newspaper in the National, International, and City-level. All the copies should be submitted to MAHA METRO PUNE.

7. JOB ALLOCATION

i. The empanelled agencies will be required to provide services to MAHA METRO PUNE for creating/designing and releasing all types of advertisements. MAHA METRO PUNE reserves the right to contact any/all empanelled agencies to develop/submit the creative and assign the job of publishing the NIT etc. to any/all empanelled agencies. MAHA METRO PUNE also reserves the right to distribute the release of selected creative developed so amongst one or more empanelled agencies for further releases. Any avoidance/denial/delay in services will be treated as a serious failure based on which termination of empanelment may be carried out.

8. PAYMENT TERMS

a) The Applicants agrees that it will make claim for the payment of the completed activity only. No claim will be made for the advance payment. The payments shall be released only after completion of the assignment, on submission of the final statement of work having been executed as per the approved media plan, and upon submission of the copies of the newspaper, magazine, and digital platform where the advertisement has appeared. No chargers will be paid for making the creative for Notices and other advertisements.

b) The Applicants agrees to submit the bill for advertisement releases invariably supported by copies of the newspapers/magazines. Payment will be made after verifying these documents in each case.

- c) Empanelled Agencies will not be paid for the translation of content in English to Hindi or to any other vernacular language, if required, in case the advertisement campaign is launched/released through them. However, in case the add. In all the cases, the Intellectual Property Rights including copyright of creative (once submitted to MAHA METRO PUNE) shall for all the purposes, belong to MAHA METRO PUNE, and MAHA METRO PUNE shall have the right to use it in other campaigns, ad. etc.
- d) The Applicant agrees that the body of the bill should certify the following: -
- i) The amount claimed in the bill is against the completed activity as per the campaign approved by MAHA METRO PUNE.
 - ii) The amount claimed in the said bill has not been claimed in the past and there is no duplication of the claim.
 - iii) Copy of newspaper bill/invoice etc.
 - iv) Paper cutting of all the newspapers where the advertisement appeared
 - v) Digital copy or the e-advertisement copy of the ad from the digital/e-versions of the newspapers.
 - v) Payment will be done on monthly basis.

9. OTHER TERMS & CONDITIONS

9.1 Performance Security: NA

9.2 Periodical Review of Performance

- a) The performance and services of the empanelled agency will be subject to continuous reviews. Agencies showing poor performance and service may be warned and serious action including termination of empanelment may follow. At any stage, the decision of MAHA METRO PUNE will not be open to questions and will be treated as final. Further continuation of the services, thereafter, shall depend upon the satisfactory performance during the period under review.
- b) MAHA METRO PUNE reserves the right to terminate the services of any agency after giving one month's notice without assigning any reason whatsoever.
- c) MAHA METRO PUNE also reserves the right to terminate the empanelment of any agency without issuing any warning.
- d) MAHA METRO PUNE also reserves the right to extend the duration of empanelment by one more year after completion of the empanelment period i.e. one year.

9.3 Deficiency in Service / Penalty

- a) In case there is an error in the publication/Display/telecast/Broadcast of the advertisements as compared to the text material/script of the advertisement provided by MAHA METRO PUNE, the Agency shall arrange to publish/Display/telecast/Broadcast the corrected version of the advertisement/corrigendum immediately, under advice to MAHA METRO PUNE, at its own cost.
- b) In case it is observed by MAHA METRO PUNE that the work performed by the Agency is not as per the required standard or specified quality, the Agency will be served with the written notice to that effect calling upon to improve its performance. If the Agency's performance is found unsatisfactory even after issuance of such a notice, it will not be allotted any work on next three occasions as and when their turn comes up in rotation, if applicable.
- c) MAHA METRO PUNE shall have the right to terminate the empanelment of the defaulting advertising Agency(ies), if it deems necessary.

- d) MAHA METRO PUNE reserves the right to blacklist/de-list an applicant for a suitable period in case the Agency fails to honor its proposal without sufficient grounds.
- e) The Agency shall be responsible for all copyright issues, third party infringements concerning usage of images, footage, content, publicity/promotional material, etc. that it obtains from various sources. The empanelled agency shall be liable and responsible to fully indemnifying MAHA METRO PUNE in this regard.

9.4 Resolution of Disputes

If any dispute arises between parties, then there would be the following two ways for resolution of the dispute under the Contract.

i) Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however, at times dispute may arise about any interpretation of any term or condition of the Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of the dispute to the other party. The party receiving the notice of the dispute will consider the Notice of dispute to the other party. The party receiving the notice of the dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the RFP for Empanelment of Advertisement agency for MAHA METRO PUNE response of that party, then Clause 'Resolution of Disputes' of these "Other Terms and Conditions" of RFP shall become applicable.

ii) Arbitration

Any dispute, difference, or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to a sole arbitrator to be nominated by the Director, MAHA METRO PUNE, for arbitration under the Arbitration & Conciliation Act 1996, and the place of arbitration shall be Pune.

SECTION – 6**CONDITION OF CONTRACT****6.1. GENERAL**

- a. The period this contract shall be. **12 (Twelve) Calendar Months from the date of issue of LOA. “Letter of Acceptance”** means the letter issued by MAHA-METRO to the Service Provider communicating the date on which the work / services under the contract are to be commenced.
- b. The service provider shall not have any claim other than scope of the work defined in **Section-5** of the contract document & the scope of the work shall not be interpreted otherwise in any circumstances.
- c. The Service Provider’s personnel shall not have any right to claim any benefit /compensation / employment/ with MAHA-METRO under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
- d. MAHA-METRO shall not be under any obligation for providing employment to any of the worker of the Service Provider during and after the expiry of the contract. MAHAMETRO does not recognize any employee employer relationship with any of the workers of the Service Provider.
- e. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act and various other Acts as applicable from time to time with regard to the personnel engaged by the service provider.
- f. Any liability arising out of any litigation (including those in consumer courts or labour court or any court, dispute with publishers) due to any act of Service Provider’s personnel shall be directly borne by the Service Provider including all expenses/fines. The concerned Service Provider’s personnel shall attend the court as and when required.
- g. The Service Provider & his personal deployed with Maha-Metro shall not damage any property, asset and equipment of MAHA-METRO. Any such damage occurred by his personals shall be compensated by Service provider.

- h. During the course of contract, if any Service Provider's personnel are found to be indulging in any corrupt practices causing any kind of loss to MAHA-METRO, MAHAMETRO shall be entitled to terminate the contract forthwith duly forfeiting the Service Provider's Performance Guarantee & blacklisting / debarment from the all forthcoming Notices of Maha-Metro.
- i. The Service Provider shall indemnify and hold MAHA-METRO harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works /services any of his act, deeds under the contract provided by the Service Provider.
- j. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under this contract, it shall be recovered by MAHA-METRO from the agency.
- k. Any dispute regarding compensation to be paid to the workers of service providers deployed with Maha-Metro will be the responsibility of the Service Provider and no representation will be entertained on this issue by MAHA-METRO.
- l. The transportation to work place & back, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and MAHA-METRO will not entertain any claim in this regard.
- m. The Service Provider shall be accessible / contactable at all times and message sent by telephone /E-mail / Fax / Special Messenger from MAHA-METRO to the Service Provider shall be acknowledged & acted upon immediately on receipt on the same day.
- n. The service provider shall nominate coordinators, who would be responsible for immediate interaction with MAHA-METRO so that optimal services of the persons deployed by the service provider could be availed without any disruption.

6.2 PERFORMANCE BANK GUARANTEE: NA

6.3 CONTRACT AGREEMENT

The successful Applicant shall sign the Contract Agreement with Maha-Metro **within 15 (Fifteen) days** from the date of issue of LOA. The successful Applicants shall arrange the necessary Non-judicial stamp papers of requisite value (i.e. Rs.500 presently) and be present at the office of Maha-Metro in person to sign the Contract Agreement. The contract agreement can be signed by the Applicants himself or through a **Power of Attorney**. The person deployed for signing the agreement shall produce and submit the original Registered Power of Attorney to the office Of Executive Director/Admin & PR of Maha Metro.

7.2 ADVANCE PAYMENT

No advance payment is admissible in this contract

7.3 PAYMENT TERMS

- a) The payment shall be made as per number of task assigned to the successful Applicants. Successful Applicants shall not have any claim over minimum or maximum number of task to be assigned.

The payment shall be done on monthly basis upon submission of certified payment sheet by Maha-Metro officials. Along with the copy of ***“Original Invoice of Publishing Newspaper”***.

- b) The amount of payment is limited to the amount as per ***Original Invoice of Publishing Newspaper***”.
- c) No additional payment under any head shall be made to the service provider in any circumstances.
- d) The standard terms of payment are within 60 days from the date of submission of bills in duplicate along with certificate issued by the competent authority in MAHA-METRO. The payment will be made in INR.
- e) The payment shall be made through Cheque(s)/RTGS/NEFT/ECS. All other statutory liabilities will be paid by the Service Provider.
- f) 100% payment will be made as per actual completion of work and certified by competent authority of MAHA-METRO within 60 Days of submission of bill.
- g) With the bill/invoice given to Maha metro, newspaper cutting of the advertisement should be attached.
- h) No extra payment shall be made for translation of the advertisement to any vernacular language.

6.4 INCOME TAX & OTHER TAXES

The Income Tax / TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by MAHA-METRO.

6.5 GST

GST shall be paid extra as per actual.

6.6 PENALTY CLAUSE

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule for detailed activities. Any unjustified and unacceptable **DELAY** in delivery or **INFERIORQUALITY OF WORK** shall render the Applicants liable for liquidated damages and thereafter the Maharashtra Metro Rail Corporation Ltd. holds the option for cancellation of the order for pending activities and complete the same from any other agency. The Maha Metro may deduct such sum from any money in their hands due or to become due to Applicants. The payment or deduction of such sums shall not relieve the Applicants from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.

6.7 MINIMUM& MAXIMUM LIMIT OF PENALTY: -

- 2% in each case & maximum up to 10% of billed amount.

6.8 FORCE MAJURE

Force Majeure if at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, wars, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by

reason of the event beyond a period mutually agreed, either party may at its option to terminate the contract.

6.9 TERMINATION OF THE CONTRACT

- a) In case of any material violation (As described in Section-5-Condition of contract, Section-4-Scope of Work and any other terms and conditions described in bid documents) by the Service Provider, MAHA-METRO reserves its right to unilaterally terminate the contract.
- b) The contract may also be terminated if the service provider is involved in corrupt & fraudulent practices/activities, Resource deployed with MAHA-METRO is used by owner / Applicants in any illegal / unethical activity, which is prohibited by the law of the land.
- c) The contract may also be terminated before the contract period owing to deficiency in service by the selected Service Provider or substandard quality or resource or staff with poor performance or cessation of the requirement of work. MAHA-METRO, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing firm/company.
- d) In the event of termination of contract due to poor performance or breach of contract or not fulfilling the contractual obligations by successful service provider, the Performance Bank Guarantee shall be forfeited.

6.10 PAYMENT AFTER TERMINATION

In circumstances of termination, whatever the reason, all payable amount shall be reconciled by MAHA-METRO. The work done by service provider till the effective date of contract termination date shall be accounted for and paid to the service provider after deducting all statutory liabilities & penalties if any.

6.11 LIMIT OF LIABILITY

- i. The liability of service provider / successful contractor under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

- ii. The liability of service provider to MAHA-METRO shall be limited up to the awarded cost of the work
- iii. The service provider shall, subject to the limitation specified in Clause 6.13 (ii) above, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to:
 - (a) Deficiency in services rendered by the service provide.
 - (b) In case of the case of gross negligence or wilful misconduct on the part of the Service provider's or on the part of any person or a firm acting on behalf of the Service provider's in carrying out the Services, the Service provider's, with respect to damage caused by the Service providers to the Client's property. This limitation of liability shall not include: -
- vi. The service provider's liability, if any, for damage to Third Parties caused by the Service provider's or any person or firm acting on behalf of the Service provider's in carrying out the Services;
 - (a) be construed as providing the service provider with any limitation or exclusion from
 - (b) (b) Liability which is prohibited by the Applicable law.

6.12 STATUTORY OBLIGATIONS

- a) The Service Provider is required to obtain relevant statutory documents/license/permits from competent government authority as and when required and a copy of the same shall be made available to MAHA-METRO.
- b) The Service Provider shall be under obligation and solely responsible to comply with all statutory requirements in respect of the business and services provided by them. MAHA-METRO shall not be a party to any dispute arising out of such statutory requirements.
- c) The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against

liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.

- d) In case, the service providing firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof MAHA-METRO is put to any loss, obligation, monetary or otherwise, MAHA-METRO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the firm/company, to the extent of the loss or obligation in monetary terms.

6.13 FRAUD AND CORRUPT PRACTICES

- i. The Applicants applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Applicants Process. Not with standing anything to the contrary contained herein, MAHA-METRO may reject at ender without being liable in any manner whatsoever to the Applicants if it determines that the Applicants has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Applicants Process.
- ii. Without prejudice to the rights of MAHA-METRO under Clause-(i) herein above, if aApplicants 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 Applicants Process, such Applicants shall not be eligible to participate in any Notice floated by MAHA-METRO. iii. For the purposes of this Clause-(i), the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) “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 Applicants Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Applicants Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter

relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

- b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Applicants Process;
- c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Applicants Process;
- d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Applicants Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Applicants Process.

6.14EXTENSION OF CONTRACT PERIOD

The contract shall continue for a period of **12 (Twelve) months**. However, the period of the contract may be further extended after completion of contract period, as per discretion of MAHA-METRO for an additional period of maximum **12 (Twelve)months at a time**. The service provider has to provide his services during the extended period at the accepted contractual terms & conditions and rate. However, if further extension is necessitated the same may be extended on the mutually agreed rate. The other terms and conditions of contract shall remain same.

6.15 VARIATION& QUANTITIES

The quantities provided in Notice documents is provisional and may vary up to 100% (+/-) both ways. The service provider shall provide the services on accepted rate irrespective of quantum of variation. In case the negative variation the payment shall be made for actual number of resource deployed with Maha-Metro/ for the number of resource whose services are availed / the distance travelled. No compensation is payable to the service provider in case of reduction in number of deployment of resource / days of service availed by Maha-Metro. Payment shall be made as per actual service availed by Maha-Metro upon certification of officials of Maha-Metro.

6.16DISPUTE RESOLUTION.

- (a) Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties it shall be resolved amicably by the General Manager/admin (officer in charge). If not resolved at the level of Officer in Charge of the work the matter may be represented by service provider to the next higher authority of MAHA-METRO.
- (b) However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1996 with amendment up-to date.
- (c) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (d) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at Nagpur only.

e)Jurisdiction of Court

In case of any dispute which remains unresolved by mutual negotiation or ADR methods. The Judicature of Court shall be **High Court of Judicature at Bombay.**

ANNEXURE -6 A
CORRUPT AND FRAUDULENT PRACTICES POLICY

The Employer, the Implementing Agency and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance.

By signing the Statement of Integrity (form available as Appendix to Letter of Bid) the contractor, supplier or consultant declares that (i) *“it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice”*, and that (ii) *“the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud”*.

Moreover, the Agency requires including in the Applicants Documents and Agency-financed contracts a provision requiring that Applicants and contractors, suppliers and consultants will permit the Agency to inspect their accounts and records relating to the procurement and performance of the Agency-financed contract, and to have them audited by auditors appointed by the Agency.

The Agency/MAHA-METRO reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) reject a proposal for a contract award if it is established that during the selection process the Applicants that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anticompetitive practices in view of being awarded the Contract;
- b) declare mis procurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices.

The Agency defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a public officer means:
- the act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or
 - the act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
- (b) A "*public officer*" shall be construed as meaning
- any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
 - any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - any other person defined as a public officer by the national laws of the Employer.
- (c) Corruption of a private person means:
- the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
 - the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items,

to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

- any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply.
- any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it.
- any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

SECTION -7**APPLICANTS& CONTRACT FORM****FORMS FOR APPLICANTS****(Form-B-1 to Form-B-8 is to be submitted by Applicants)****FORM-B-1**

1. Applicant Agency's Name (Company Name) and Address	
2. Name of Proprietor/Partner/Director of Company	
3. Certificate of incorporation/ Statutory Registration /Shop Act License No. and Validity Period/Date. Certificate No & Date supported by copy of certificate. (If applicable)	
4. Nature of Business & Establishment Year (as mentioned in Incorporation certificate)	
5. Indian Newspaper Society Accreditation Certificate. Validity Period/Date. Certificate No & Date supported by copy of certificate.	

6.	Telephone Nos. of applicants <i>Mobile No.</i> <i>Fax Nos.</i> <i>E-mail</i>	
7.	Contact Person <i>Name</i> <i>Designation</i> <i>Mobile</i> <i>E-mail</i>	
8.	Organizational Capability (staff strength)	
	<i>Managers (Nos.)</i> <i>Supervisors (Nos.)</i> <i>Technicians</i>	
9.	GST/Service Tax No. Details:	
10.	PAN Details: <i>PAN No.</i> <i>Photocopy of PAN</i> <i>Latest Income tax clearance certificate</i>	

11.	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)	
12.	Name & Signature of the person furnishing the above statements	

Notes: -

- 1. Every statement made in the pre-qualification format should be supported by Documentary proof for consideration. Otherwise the Notice is liable to be rejected.*
- 2. Please note that quoting the lowest is not the criteria for selecting the Agency. It shall be based on the eligibility, experience and performance of the Agency.*

FORM-B-2**DECLARATION**

I, _____ Son / Daughter
/Wife of
Shri. _____ Proprietor/Director, authorized
signatory of the Applicants, mentioned above, is competent to sign this declaration and
execute this Notice document;

1. I have carefully read and understood all the terms and conditions of the Notice and undertake to abide by them;
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my Notice& forfeiture my Bid Security /EMD besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place

FORM-B3**Average Annual Turnover**

Applicant Name: _____

Date: _____

Notice No. and title: _____

Annual turnover data (For Similar work only) Ref. "C" of Section-3		
Sl.No.	Year	Amount Rs.
1	2021-2022	
2	2020-2021	
3	2020-2019	
	Average Annual Turnover*	

Note: -

- 1. Attach certified copy of summary of balance sheet by Chartered Accountant for each year mentioned above.**

Form-B-4**Summary of Experience**

Applicant Name: _____

Date: _____

Notice No. and title: _____

Starting Year*	Ending Year	Contract Identification	Total Amount Receipt
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	
		Contract name: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <i>E-Mail ID of Employer</i> _____	

Form-B-5**POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, We (name and address of the registered office of the Applicants firm, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....S/o-----
----- (name and residential address) who is presently employed with us and holding the position of _____, (name of the post of person in the applicants firm) as our Attorney to sign and execute the Contract Agreement and any other requisite document in our name and our behalf for '.....' _____ [name of the work] for Pune Metro Rail Project in response to the Applicants Document dated _____ (Notice No) issued by Maharashtra Metro Rail Corporation Limited (MAHA-METRO) (the Employer) and to do all or any of the acts, deeds or things necessary or incidental to the above.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Applicants Documents.

Signed by the within named

.....[Insert the name of the executant company] through the hand of

Mr.

duly authorized by the head of the firm to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

Common seal of applicants firm..... has been affixed

.....

Signature and stamp of Notary of the place of execution

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

FORM B-5A**UNDERTAKING**

(In case the applicants firm is proprietorship firm and proprietor are the signatory of bid and this undertaking enclosed in the bid in lieu of POA on letter head of applicants firm.)

I, _____ (name), S/O _____ (father's name)
_____ (address) is the proprietor of the applicant agency/firm named as
_____ (firm's name) and authorize signatory as the owner of the applicants firm.

I undertake and owe the full responsibility of statement and information furnished with this bid

and abide by all conditions of this bid.

_____(SIGN)

_____(NAME)

FORM-B-6**DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES**

We certify that in the last three years, 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 or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part. We declare that:

- a) 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 defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any Notice or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State.
- b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- e) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature:

Name & Designation with office Seal

FORM-B-7**AFFIDAVIT**

**(To be typed on Non-Judicial Stamped of appropriate value & notarized by
NotaryPublic)**

This affidavit is executed at (Place) _____ on _____ (Date) by _____ (Name of the authorized person) behalf of _____ (name of the applicants firm), who is applicants for the work _____ (Name of the work), vide Notice No _____ invited by Maharashtra Metro Rail Corporation Limited

I/We hereby declare that: -

The Applicants _____ (Name of the applicant agency/firm) have not been banned or blacklisted by any Central / State government department or public sector undertaking of Govt. Of India of any State Govt. of Indian Union, as on the date of Bid submission.

Simultaneously the Applicants has not been listed in exclusion list of **World Bank (Ref. Section V Cl. No 2 (vii))**.

I undertake that the above statement made by me is true & nothing has been concealed. I am aware that my candidature for the above bid shall be terminated by Maharashtra Metro Rail Corporation Limited at any stage of applicants or even after award of the work or during the execution stage of the above work. (In case of successful Applicants), if the above statement is found false or fabricated.

.....

(Signature of the executant)

(Name, designation and address of the executant)

Common seal of applicants firm..... has been affixed

.....

Signature and stamp of Notary of the place of execution

FORM-B-8

AFFIDAVIT

(To be typed on Non-Judicial Stamped of appropriate value & notarized by Notary Public)

This affidavit is executed at (Place)_____ on_____ (Date) by _____ (Name of the authorized person) behalf of _____ (name of the applicants firm), who is applicants for the work_____ (Name of the work), vide Notice No _____ invited by Maharashtra Metro Rail Corporation Limited

I/We hereby declare that: -

1. I / We shall not deploy any person under the 18 years of age, which is prohibited & punishable under Child Labour (Prohibition & Regulation) Act-1986 & its further amendments.
2. I/ We ensure that no case of sexual harassment/abuses take place at my premises / Office with the female employee out sourced to MAHA-METRO as per the provision of above bid, if awarded to me/us. I am aware of the provision of "The sexual Harassment of women at work place (Prevention. Prohibition & redressed act 2013)

I undertake that the above statement made by me is true & nothing has been concealed. I am aware that my candidature for the above bid shall be terminated by **Maharashtra Metro Rail Corporation Limited** at any stage of applicants or even after award of the work or during the execution stage of the above work. (In case of successful Applicants), if the above statement is found false or fabricated or violate the relevant act of Govt. of India and Govt. of Maharashtra, I / We shall be liable for punishment as per relevant act & law of Govt. of India and Govt. of Maharashtra

.....

(Signature of the executant)

(Name, designation and address of the executant)

Common seal of applicants firm..... has been affixed

.....

Signature and stamp of Notary of the place of execution

FORMS FOR CONTRACT**(To be used at the time of award of work to successful Applicants)****FORM-C-1****NOTIFICATION OF AWARD****Letter of Acceptance***[Letterhead paper of the Employer MAHA-METRO]*

[Date]

To: *[name and address of the Contractor]*

This is to notify you that your Notice dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Applicants, is hereby accepted by MAHA-METRO.

You are requested to furnish the Performance Security @ 10% of awarded cost within 15 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 7 – Applicants& Contract Forms, of the Applicants Documents

Authorized Signature: _____

Name and Title of Signatory: _____

Name of institution: _____

Attachment: Contract Agreement

FORM-C-2**CONTRACT AGREEMENT
(Notice No.)**

THIS AGREEMENT is made on the _____ day of _____, _____, between **Maharashtra Metro Rail Corporation Limited**, a company incorporated under company act 2013, vide CIN U60100MH2015SGC262054 having its registered office at “1261, Metro Bhawan , Opp. Dikshabhoomi , Near Ambedkar College, Nagpur – 440010 and Project Office addressed as **Pune Metro Rail Project, The Orion Building, 1st Floor, 101, Opp. Don Bosco Youth Centre, Koregaon Park, Pune-411001**, hereinafter referred “**the Employer**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to including his heirs, successors and legal representative) of the one part,

and

(*Contractor's Name*), having its registered office at (*Contractor's Address*) hereinafter referred “**the Contractor**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to including his heirs, successors and legal representative), of the other part:

WHEREAS the Employer desires that the Works known as “(*Notice Name*)” should be executed by the Contractor as the Employer has accepted the Bid of the Contractor for the execution and completion of these Works and the remedying of any defects therein, for a sum including all taxes and duties, input credit (if any) royalties, levies, custom tariff, cess, Goods and Service Tax (GST) etc. as specified in Bid/ Notice documents hereinafter referred as “the **Contract Price**” of INR ____ (*in figures*) (*INR (in words) Only*)

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) Performance Bank Guarantee No. _____ issued by (*Name of bank*) on _____.____ (*date of issue*) and valid up to _____.____ (*date of expiry*) for INR ____ (*in figures*) (*INR (in words) Only*) submitted by (*Contractor's Name*)

- (ii) The Letter of Acceptance bearing No. _____ dated __.__.____ (date of issue of LOA) along with all its annexures.
- (iii) The Financial package opened on __.__.____ (date of submission)
- (iv) The Letter of Bid and Appendix to Bid.
- (v) The addenda /corrigenda Nos. _____ issued by Maha-Metro.
- (vi) The entire bid documents issued by Maha-Metro by letter and e-mail.
- (vii) The entire bid documents covering Technical Package and Financial Package along with Notice clarifications, confirmations, and other compliances, duly accepted and submitted by Contractor on __.__.____ (date of submission).
- (viii) The completed Schedules and any other document forming part of the contract.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Employer: Maharashtra Metro

Contractor: (Name of Contractor)

Rail Corporation Limited

Signature

Signature

Name of Signatory:

Name of Signatory:

Designation:

Designation:

In the presence of:

In the presence of:

Witness:

Sign _____

Name

Address

Witness:

Sign _____

Name

Address

LIST OF DOCUMENTS TO BE ENCLOSED

The Noticing firm/company is required to enclose attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

SR. NO.	DESCRIPTION
1.	Information Index (Which shall include the description of document attached by Applicants with page No.)
2.	Relevant Experience certificates (Completed work) as per Cl. No.3.2.1 , Section-3
3.	Summary of balance sheet mentioning Turn over (Certified by CA) as per Cl. No. 3.2 (e), Section-3
4.	Copy of INS Accreditationonly registered in the name of Applicants as per Cl. No. 3.2 (d), Section-3
5.	GST Registration No. as per Cl. No. 3.2. (b), Section-3
6.	Income Tax Registration as per Cl. No. 3.2.(c), Section-3 (Copy of PAN card of Applicants to be attached)
7.	Certificate of Incorporation / Statutory Registration /Shop Act License certificate (As the case may be) as per Cl. No. 3.2.(a), Section-3
8.	Proof of registered office in Pune District as per Cl. No. 3.3 (ii), Section-3
9.	Applicants information (Section-7) Form- B-1
10.	Declaration (Section-7) Form- B-2
11.	Average annual turnover (Section-7) Form- B-3
12.	Summary of Experience, (Section-7) Form B-4
13.	Copy of Power of Attorney or Proprietor's undertaking (In case of proprietorship firm) signing the bid. (Section-7) Form- B-5 or B-5A whichever is applicable
14.	Declaration about corrupt & fraudulent practices (Section-7) Form-B-6
15.	Affidavit as per (Section-7) Form B-7
16.	Affidavit as per (Section-7) Form B-8
17.	All the documents should be self-tested with signature from the competent Authority along with firm stamp.

END OF THE NOTICE DOCUMENT

