

MAHARASHTRA METRO RAIL CORPORATION LTD.**(Pune Metro Rail Project)****REQUEST FOR PROPOSAL (RFP)****FOR**

**“Licensing of Exclusive Outdoor Advertisement Rights between
the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for
a period of 05 years”**

TENDER NO. P1PD-08/2022**June- 2022****MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)**

(A joint venture of Govt. of India & Govt. of Maharashtra)

**101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001**

Email: tenders.pmrp@mahametro.org

Website: www.punemetrorail.org

Tel.: 020-26051072

Disclaimer

The Bid Documents for “Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years”.


This Tender Document is an invitation by Maha-Metro to the interested Bidders for participation in the e-tendering process for selection of Successful Bidder. This Tender Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by Maha-Metro. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Maha-Metro accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Maha-Metro may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions, or scope contained in this Tender Document. Maha-Metro, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.

The issuance of this Tender Document does not imply that Maha-Metro is bound to select a Successful Bidder or to appoint the Successful Bidder as a Licensee, as the case may be, for the grant of License and Maha-Metro reserves the right to reject any or all of the Bids without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of the Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

Maharashtra Metro Rail Corporation Limited

	<p align="center"><u>E-TENDER NOTICE</u></p> <p align="center">MAHARASHTRA METRO RAIL CORPORATION LIMITED (A joint venture of Govt. of India & Govt. of Maharashtra) (Pune Metro Rail Project) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune-411001 E-mail: tenders.pmrp@mahametro.org Website: www.punemetrorail.org Telephone: 020-26051074</p>
<p>Tender Notice No.: P1PD-08/2022 Date: 28/06/2022</p> <p align="center">Name of work: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years</p>	
Key Details	
License Period:	5 Years from the date of signing of License Agreement or handover of Advertising Site whichever is later, inclusive of applicable fitment period.
Documents on sale:	Documents can be downloaded from 15.00 Hrs 28/06/2022 to 15.00 Hrs of 28/07/2022 from Maha-Metro's e-tender Portal.
Cost of documents:	INR 47,200/- (Rupees Forty-Seven Thousand Two Hundred Only) non-refundable (inclusive of applicable taxes) though e-payment by Debit Card/Credit Card/Net banking, as per procedure given in e-tender portal
Bid Security	<p>INR 8,00,000 Only for Bid submitted for Reach-1 and INR 17,00,000 Only for Bid submitted for Reach-2 to be submitted through online mode as follows: Name of Beneficiary: MMRCL PUNE TENDER FEES AND EMD Account No: 39212708855 IFSC Code: SBIN0000454 UPI ID: ptfemd@sbi</p> <p>Bidder can bid for both the Reaches or a single Reach.</p>
Pre-bid Meeting:	12/07/2022 at 11.00 Hours at Conference Hall, Maharashtra Metro Rail Corporation Limited, Inside Mahatma Phule Museum, Ghole Road, Shivaji Nagar, Pune – 411005, Maharashtra.
Last date of submission of queries for Pre-bid.:	Till 17.00 Hrs on 13/07/2022 at Email: tenders.pmrp@mahametro.org
Date & Time of submission of Tender:	Online submission up-till 15.00 Hrs. on 28/07/2022 at Maha-Metro's e-tender portal.
Date & Time of Opening of Tender:	On 28/07/2022 at 16.00 Hrs. or as decided by Maha-Metro at Procurement Section Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco youth Centre, Koregaon Park Road, Pune 411 001
Authority to seeking clarifications and submission of completed tender document.	Executive Director (Procurement & Contracts), 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 E-mail: tenders.pmrp@mahametro.org Website: www.punemetrorail.org Telephone: 020-26051072

SD/-

Executive Director (Procurement)
Maharashtra Metro Rail Corporation Ltd.

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1. INTRODUCTION

1.1. Brief Background

- 1.1.1. The MAHARASHTRA METRO RAIL CORPORATION LTD. (hereinafter referred to as “Maha-Metro” or “Employer” or “Authority”), a joint venture of the Government of India (GOI) and the Government of the Maharashtra, for implementing the Pune Metro Rail Project (PMRP) in Pune City. Maharashtra Metro Rail Corporation Ltd. earlier known as Nagpur Metro Rail Corporation Ltd. was incorporated on 17th February, 2015 with a vision to create safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Pune City along with Pune Metro Region.
- 1.1.2. As part of its existing mandate, Maharashtra Metro Rail Corporation Ltd. (Maha-Metro) has undertaken to capture value from real estate and other non-fare box revenues such as advertisements, co-branding etc. in such a manner that on one hand it gives sustainable additional revenue to the Corporation, and on the other hand it shall benefit the businessmen/advertisers in providing innovative ways to their branding and advertisement needs.
- 1.1.3. The Corridor-1 is the North-South line between PCMC metro station to Swargate Metro station and Corridor-2 is the East-West Line between Vanaz Metro Station to Ramwadi Metro Station. Further, Reach-1 is demarcated as PCMC to Range Hill and similarly Reach-2 is demarcated between Vanaz to Civil Court. In the first phase, Maha-Metro is planning to undertake viaduct beautification and awarding advertisement rights on the median spans between PCMC upto Harris Bridge (near Bopodi) on Reach-1 and Vanaz to Deccan Corner (near Garware Chowk) on Reach-2 (the “**Sites**”).
- 1.1.4. Through this Bid, Maha-Metro intends to select the ‘Successful Bidder/Licensee’ to take up the Exclusive Outdoor Advertisement Rights between the select Piers of Reach-1 (between PCMC to Harris Bridge) and of Reach-2 (between Vanaz to Deccan Corner) of Pune Metro Rail Project, to be allotted, for a period of 05 years on ‘License basis’ (the “**Project**”). The metro alignments pass through densely populated residential/ institutional /commercial areas of the Pune and Pimpri Chinchwad cities.
- 1.1.5. Bids are invited under the Bidding Documents from eligible Bidders who can be either a Single Entity or Consortium of maximum 2 entities (collectively hereinafter referred to as “**Bidder**”). The advertisement rights in this Bid, shall be provided to Successful Bidder/s on license basis for a period of 05 years. The scope of work shall include but not be limited to the following:
- Soil filling including filling up the median spaces on the Sites with a mix of garden soil & farmyard manure in the ratio of 70:30 or suitable including loading & transportation charges, labour charges etc. all complete at the Site. The soil filling shall be done such that the median of width approx. 2 m and height 1 m is filled entirely. The Bidder shall be allowed to install credit sign boards of 6 sqft area to acknowledge the association with a particular entity that has sponsored the horticulture development in the spans.
 - Carry out the work of green wall or vertical garden including providing & installation of multicavity bio wall system with multi cavity, each cavity not less than 60 Cubic Inch in space, with dedicated water reservoir, securely hung on the 3 Fold GI section, moisture blanket, provision to screw modules securely to take

any wind velocity or vibrations, planted with approved vegetation suitable for climatic, micro-climatic conditions including shade path, supported with drip irrigation system along with vertical support members and GI horizontal support sections and supply& fixing of PVC drain trays etc. of approx. length of 5 meters starting from above the boom barrier on the following piers on all sides:

Reach	Pier Nos. considered for vertical gardens
Reach-1	P376, PC 10, NP-P4, Np-P8, P226, P224
Reach-2	CP7, CP8, VA10, P21, P82, P83, NS1, P139, P147, P148

The Bidder shall not be allowed to fabricate or install any structure or undertake any advertisements on the piers proposed herein for carrying out the subject work. However, the Bidder shall be allowed to install credit sign boards of 4 sqft area to acknowledge the association with a particular entity that has sponsored installation of the vertical gardens.

- c) Carry out electrical and mechanical works at site including supply & installation of electric cables (3.5 core, 400 sqmm AI conductors or suitable required for pumping and lighting works along the median and for the vertical garden wherever necessary.
Installation of pumps, drip irrigation system for regular watering of the shrubs and in the vertical garden piers wherever necessary.
- d) Carrying out horticulture works including Supply & plantation of shrubs as approved by Maha-Metro. The overall design, schematic, layout, plant varieties etc. shall be proposed by the Bidder and shall be approved by Maha-Metro prior to execution. Plantation shall be carried out as per the specifications provided in atleast 5 rows at a distance of 1.50 ft distance across the breadth of the span and covering across the length of the span or should uniformly cover the entire bed of the span, rolling with manual roller for compaction and facilitating rooting and maintaining for the initial development period of one month on completion of above, by following cultural practices for weeding, basin making, watering, application of plant protection measures by carrying out sprays of insecticides/ pesticides as and when required including replacement of mortalities if any complete as directed by the Competent Authority of Maha-Metro.
- e) Maintenance of the median plantation and vertical gardens in good and working condition including watering, manuring, pruning etc. to ensure maximum safety to road commuters for the License Period.
- f) Securing approvals from the civic agency including Pune Municipal Corporation (PMC)/ Pimpri Chinchwad Municipal Corporation (PCMC), Traffic Department, Police Department, MSEDCL etc. for execution of the subject work as per the scope of work provided herein.
- g) Securing electricity supply connection including all capital expenditures, permits, charges etc. thereof from MSEDCL/civic agencies or concerned government authorities as applicable.
- h) Maha-Metro shall provide the water supply connection through existing sources in Reach-2 whereas for Reach-1, the Bidder shall have to secure water supply

connections by liaisoning with the concerned civic agencies. However, if the source of water supply to be provided by Maha-Metro dries up, the Bidder shall be responsible to arrange the source of water supply at their own cost.

- i) Design, Procurement, installation, operation & maintenance of advertisement panels as per the design specifications of Maha-Metro and as per the prevailing guidelines and regulations in the spans to be used for advertisement purposes only as per the specifications of Maha-Metro.

The Bidder shall be allowed to install/erect two advertisement panels (both side display) on every alternate span on median of Road between Piers of Reach-1 & Reach-02. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height) which will be two way displays (back-to-back) and maximum 2 number of advertisement panels per span shall be allowed.

- j) Operation and maintenance including electricity expenses, water charges etc. for the License Period for all the spans being utilized for the advertisement panels as well as the spans having only horticulture development.

1.1.6. Brief details of Sites available are as follows:

Table No. 1: Details of Advertisement Spaces

Reach	Location Stretch	From / to Pier No.	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes	Approx. Advertisement Area in sq ft
Reach-1	PCMC to Harris Bridge	P 396 to HB-1	6.379	287	144	27,648
Reach-2	Vanaz to Deccan Corner	P-4 to P-150	4.002	201	101	19,392
Total	Reach-1 & Reach-2		10.381	488	245	47,040

Details of the schematic, layout section, elevation images etc. for reference is attached as Annexure-01.

(Note: The Successful Bidder shall be allowed to install advertisement panels/ hoardings at every alternate span positioned between every two piers of Reach - 1 and Reach-2 of Pune Metro Rail Project as per the terms and conditions of the tender documents.

1.1.7. The Successful Bidder shall operate & maintain the Sites as per the various terms and conditions as stated in the RFP Document along with other timely directives and approvals/instructions provided by Maha-Metro.

1.1.8. An information document covering the purpose of the license, tender notice, bidding process for awarding the Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 (on median of Road) of Pune Metro Rail Project for a period of 05 years shall be downloaded from the website “<https://mahametrorail.etenders.in>” and from the Maha-Metro’s website “www.punemetrorail.org”. The advertisement panels/ hoardings shall be

displayed/installed at every alternate span positioned between every two piers of Reach - 01 and Reach-02 of Pune Metro Rail Project.

2. Notice Inviting Bid

- 2.1 Maha-Metro invites open E - Tenders from suitable bidders who may be a single entity or group of entities (the “**Consortium**”) to whom the Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 (on median of Road) of Pune Metro Rail Project, for a period of 05 years, on “as is where is” basis (the “**Project**”). The Sites (to be identified by the Successful Bidder) can be utilised for advertisement permissible by law and as per Annexure – 2: Factors Governing Selection of Permissible Advertisements. The Successful Bidder shall not be allowed to showcase advertisements on the piers and portals of Pune Metro Rail. The advertisements shall be showcased only on advertisement panels to be procured and installed between Piers of Reach-1 and Piers of Reach-2 (on median of Road) of Pune Metro Rail Project (PMRP). The advertisement panels/ hoardings shall be displayed/installed at every alternate span positioned between every two piers of Reach - 1 and Reach-2 of Pune Metro Rail Project. The photograph showing the permissible way of advertising between the piers and tentative design of advertisement panel is attached below at **Annexure – 3** for ready reference.
- 2.2 Maha-Metro shall receive Bids pursuant to the RFP in accordance with the terms set forth in this RFP and other documents to be provided by Maha-Metro pursuant to this RFP as modified, altered, amended and clarified from time to time by Maha-Metro, (collectively the “Bidding Documents”) and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in the e-tender notice published for submission of bids (the “**Bid Due Date**”).
- 2.3 The RFP document, tender notice, details of advertisement spaces available, bidding process, addendum/corrigendum, License Agreement and any other relevant document can be downloaded from e-tendering website on payment of Non-refundable document fee of **Rs. 47,200/- (Rupees Forty-Seven Thousand Two Hundred Only)** ((inclusive of applicable GST) to be paid via online Payment Gateway mode only. The information of E-Payment Gateway is available on E-Tendering Website: <https://mahametrorail.etenders.in>.
- 2.4 Now, Maha-Metro intends to select a Bidder (the “**Successful Bidder**”), for awarding the advertisement rights, through an open competitive Bidding Process in accordance with the procedure set out in this RFP Document.
- 2.5 Bids are invited in this tender based on of the **Highest License Fees per Sqft per month, to be paid for Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project, for a period of 05 years as separate Reaches.**
- The Bidder who quotes the **Highest License Fees per Sqft per month for the respective Reaches (applicable for Base Year)** in their Financial Bid shall be termed as Highest Bidder for that respective Reach.
- 2.6 The Bidder shall along with its technical and financial Bid shall submit the bid security (the “**Bid Security**”) in accordance with Clause 5.18 of the Bidding Documents. The Bid shall be summarily rejected if it is not accompanied with Bid Security. The Bid Security shall be submitted through online Payment Gateway mode on the e-tendering portal. The information of E-Payment Gateway available on E-Tendering website <https://mahametrorail.etenders.in>

- 2.7 During the bidding process, bidders are invited to examine the advertisement opportunities and available spaces in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the said license including erection/installation furnishing/finishing, operation and maintenance of the licensed premises.
- 2.8 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.
- 2.9 Any queries or request for additional information pertaining to this RFP shall be send to the following **e-mail id: tenders.pmrp@mahametro.org**. Maha-Metro shall respond to all queries including explanation of the query in writing and shall upload the same on e-tendering portal.
- 2.10 The brief schedule of bidding process shall be as per the dates mentioned in the e-tender notice published for the project.
- 2.11 Schedule of Various Stages shall be in accordance with Clause 5.25(g) of the RFP document.
- 2.12 The bids shall be valid for a period of 180 days from the Bid Due Date.
- 2.13 In case of any information/queries regarding this tender, the bidders are advised to contact:
- a. The ED/Procurement & Contracts**
Maharashtra Metro Rail Corporation Limited
(Pune Metro Rail Project)
The Orion, First Floor, Opp Don Bosco Youth Centre,
Arjun Mansukhani Marg, Koregaon Park Road,
Pune 411 001
E-mail: tenders.pmrp@mahametro.org.
- 2.14 Maha-Metro reserves right to reject any or all bids without assigning any reason and the same shall be at the entire discretion of Maha-Metro. Maha-Metro's decision in this respect shall be final and binding.
- 2.15 Conditional bids shall be summarily rejected.
- 2.16 Bidder should ensure that none of the part of Financial Bid should be up-loaded in anywhere in the technical section, if the bidder does so then his bid will be summarily rejected.
- 2.17 The payment of the Tender Document Cost and Bid Security shall be made from the account of bidder only. Any deviation to the same shall be considered ineligible and shall be summarily rejected. The bidder is required to submit the transaction details along with their tender submission on e-portal.
- 2.18 If bidder furnish false information, false & forged experience certificate/documents with the bid, which fails in authenticity verification by Maha-Metro, shall lead to disqualification from the tender process and forfeitures of Bid Security and or termination of contract even after award of the contract, including forfeiture of Bid Security or encashment of Performance Guarantee, as applicable.
- 2.19 Bidders may refer to e-tender procedures (**Toolkit for using e-tender portal**) at Annexure – 4). In case of support or help required during online submission or difficulty encountered during online submission, the bidders may contact the helpline provided on the E-Tender portal for queries regarding online submission of bid only.

Executive Director (Procurement & Contracts)
Maharashtra Metro Rail Corporation Limited

3. Eligibility of Bidders

3.1. Qualification of Bidders

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

- (a) The bidder for qualification and selection shall be a single entity or Consortium of maximum 2 members.
- (b) For the purpose of this RFP, an Entity shall mean –
 - Sole Proprietorship Firm
 - Registered Partnership firm
 - Society of Trust registered under the Indian Societies Act or India Public Trust Act or its substitute thereof.
 - Company Registered under Companies Act in India
 - Limited Liability Partnership
 - OR any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium

The Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.1 (d) below.

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

- under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - vi. Such Bidder or any Associate thereof has participated as a consultant to Maha-Metro in the preparation of any documents, design or technical specifications of the Project.
 - vii. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Maha-Metro in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

(d) If a Bid is submitted by a JV/Consortium, following shall be abided by all its members:

- i. For the purpose of evaluation of Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium which shall be mentioned in the Joint Bidding Agreement and Annexure-1: Letter of Bid.
- ii. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
- iii. Any change in percentage stake of JV/Consortium members without prior written approval of Maha-Metro shall be treated as Material Breach of Contract entitling Maha-Metro to encash Performance Guarantee and/or to terminate the License Agreement after 30 days notice as per the terms and conditions of the License Agreement.
- iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 26%.
- v. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.

- vi. All members of such entity shall be jointly and severely liable for the performance of License agreement.
- vii. For the purpose of evaluation of the consortium/JV each member contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium of JV.

Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 65% equity holding in JV and 'B' is having 35% equity holding in JV. In such a condition, 65% of A's turnover and 35% of B's turnover will be taken for the calculation of eligibility of the JV.

(e) Undertaking For not being banned from Business

As on date of Tender submission

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

3.2. Eligibility of Bidders

3.2.1 Qualification and Eligibility

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

A. Financial Eligibility –

For demonstrating eligibility of the bidder (the “Financial Capacity”):

- a. the Bidder shall have the average annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date i.e. **2019-20, 2020-21 & FY 2021-22** as follows:

Eligibility	Average Annual Turnover for Last three financial years (FY 2019-20, 2020-21 & FY 2021-22) in INR
Reach-1	5,97,00,000
Reach-2	13,31,00,000
For both the Reaches	19,28,00,000

- b. The Bidder shall have the Networth in the last financial year immediately preceding the Bid Due Date of FY **2021-22** as follows:

Eligibility	Net-Worth for the Last financial year (FY 2021-22) in INR
Reach-1	4,98,00,000
Reach-2	11,09,00,000
For both the Reaches	16,07,00,000

Note:

- a. The Bidder shall have to provide a certificate from Statutory Auditor in this regard.
- b. The Turnover Certificate shall be duly certified by Statutory Auditor.
- c. The Bidders shall upload the audited/certified financial statements including Balance sheet and Profit and Loss Account for the above mentioned last three financial years, as applicable and stated above.

3.2.2 Eligibility Documents to be submitted along with technical bid

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

- i. Various formats prescribed in this Bid Document.
- ii. Financial Eligibility: certificate(s) from its Statutory Auditors specifying (i) Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date (FY 2019-20, FY 2020-21 & FY 2021-22 & (ii) Networth for the last year immediately preceding the Bid Due Date (FY 2021-22).
- iii. Power of Attorney as per the format at Bid Form-IV, authorising the signatory of the Bidder to submit the Bid. (Not required in case of Sole Proprietorship Firm).
- iv. Power of Attorney as per the format at Bid Form-V in case of consortium, authorising the Lead Member to submit the Bid.
- v. An undertaking stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.
- vi. In case audited financial statements of Financial Year 2021-22 is not available, the Bidder should submit provisional balance sheet and/or financial statements duly certified by Statutory Auditor.
- vii. Weightage of 5% (Compounded annually) for Indian currency and 2 % per year for foreign currency shall be given for equating the financial turnover of the previous year to the current year. In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years more than 26% of required Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years for the respective bidding schedule(s).
- viii. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this document.
- ix. For assessment of the eligibility of the Bidders, the financial year as applicable in the country of origin of the bidders would be considered. The 'last financial year' will be the latest financial year that ended on or before 31.03.2022.
- x. In case of foreign currency for assessment of the eligibility of the bidders, the Exchange (Selling) Rates at the close of business of the Reserve Bank of India 28 (twenty-eight) days before the latest date of Bid submittal. In case this particular day happens to be a holiday, the exchange rate at the opening of the business of the Reserve Bank of India on the next working day will be considered.
- xi. In case of JV/Consortium, the audited financial statements of each relevant member of Consortium for the last 3 financial years shall be submitted.

3.2.3 Other Conditions

- (a) Maha-Metro/ any other Metro Organization (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries or any other government institution (State Government Departments as well) must not have banned/debarred business with the Bidder (including any member in case of JV/consortium) or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 3.1 above as on the date of Bid submission. The Bidder should submit undertaking to this effect in Bid Form - VII: Affidavit of the Bidding Documents.
- (b) In case, at a subsequent date, the Successful Bidder is found to have been banned for business as given above, Maha-Metro shall be at liberty to and have full rights to cancel the allotment of license for Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project after adjusting any dues payable by the Successful Bidder. The bidder should submit undertaking for the above as per Bid Form - VII: Affidavit.
- (c) 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.
- (d) The Bidder must not have been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.
- (e) The Bidder should not be associated with any of the negative items as listed in Annexure – 1: Restricted activities on Maha-Metro premises.

4. Objectives and Scope

4.1. Objectives:

- To augment non-operational revenue of Maha-Metro through advertisements.
- Position Maha-Metro as a most sought-after location for advertising.
- Contribute to the aesthetical view of Maha-Metro through high quality advertising comparable to world class Airports, National Highways, Metro Railways and other leading destinations.
- Provide value to the Corporate who advertises in Maha-Metro.

4.2. General Terms and Conditions

The section offered under this tender for Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 (on median of Road) of Pune Metro Rail Project, for a period of 05 years. The offered space/s as referred above will be provided on “as is where is basis”. The offered sites are to be fabricated, installed and commissioned by the Successful Bidder with the prior approval of Maha-Metro.

The Successful Bidder shall be allowed to install/erect two advertisement panels (both side display) on every alternate span on median of Road between Piers of Reach-1 & Reach-02. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height) which will be two way displays (back-to-back) and maximum 2 number of advertisement panels per span shall be allowed.

Accordingly, details of Advertisement Spaces offered are as under:

Reach	Location Stretch	From / to Pier No.	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes	Approx. Advertisement Area in sq ft
Reach-1	PCMC to Harris Bridge	P 396 to HB-1	6.379	287	144	27,648
Reach-2	Vanaz to Deccan Corner	P-4 to P-150	4.002	201	101	19,392
Total	Reach-1 & Reach-2		10.381	488	245	47,040

For Outdoor advertisement work, advertisements will be permitted only on the road median under the elevated portion of the Pune Metro Rail. The advertisement works/ advertisement shall be erected between the piers of Pune Metro. Under no circumstances, the advertisement shall be permitted on the piers/portals/station walls/ exterior walls of any civil structure/ vertical garden sites of Pune Metro. The advertisement panels/ hoardings shall be displayed/installed at every alternate span positioned between every two piers of Reach - 1 and Reach-02 of Pune Metro Rail Project.

The advertisement sites shall be identified and then are to be fabricated, installed and commissioned by the Successful Bidder with the prior approval and as per laid down standards/guidelines of Maha-Metro for Outdoor Advertisements on Civil Structures and the

Outdoor Advertising Policy of Pune/ Pimpri Chinchwad Municipal Corporation /Pune Cantonment Board/ EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India.

The Successful Bidder shall be responsible for the following activities:-

- a) Preparation of an advertising plan for each panel along the Reach-1 & Reach-2 which must clearly earmark exact location and type of advertisement planned for each advertising site and other relevant details. Maha-Metro shall consider the plan with respect to aesthetics, operational feasibility, safety and security concerns. If the part of plan is not approved by Maha-Metro, Successful Bidder is required to submit revised plan for approval. All future modifications/ revisions to approved plan shall be got approved by Maha-Metro prior to installation.
- b) Undertaking soil filling, plantation, plumbing and mechanical works on the medians on Reach-1 and Reach-2 along with development of vertical gardens on select piers. The spans shall be designed to match the cultural requirements in the vicinity with the spans at regular intervals being designed on the theme of Pune Metro, design of which shall be approved by Maha-Metro before implementation on-site. The details of the works to be executed shall include the following:
 - Soil filling shall include the filling up the median spaces with a mix of garden soil & farmyard manure in the ratio of 70:30 or suitable including loading & transportation charges, labour charges etc. all complete at the Site. The soil filling shall be done such that the median of width approx. 2 m and height 1 m is filled entirely.
 - Carry out the work of green wall or vertical garden including providing & installation of multicavity bio wall system with multi cavity, each cavity not less than 60 Cubic Inch in space, with dedicated water reservoir, securely hung on the 3 Fold GI section, moisture blanket, provision to screw modules securely to take any wind velocity or vibrations, planted with approved vegetation suitable for climatic, micro-climatic conditions including shade path, supported with drip irrigation system along with vertical support members and GI horizontal support sections and supply& fixing of PVC drain trays etc. of approx. length of 5 meters starting from above the boom barrier on the following piers on all sides:

Reach	Pier Nos. considered for vertical gardens
Reach-1	P376, PC 10, NP-P4, Np-P8, P226, P224
Reach-2	CP7, CP8, VA10, P21, P82, P83, NS1, P139, P147, P148

However, the Bidder shall not be allowed to fabricate or install any structure on the piers of Maha-Metro for carrying out the subject work.

- Carry out electrical and mechanical works at site including supply & installation of electric cables (3.5 core, 400 sqmm Ai conductors required for pumping and lighting works along the median and on the piers considered for the proposed vertical garden wherever necessary.
- Installation of pumps, drip irrigation system for regular watering of the shrubs
- Carrying out horticulture works including Supply & plantation of shrubs as approved by Maha-Metro. The overall design, schematic, layout, plant varieties

etc. shall be proposed by the Bidder and shall be approved by Maha-Metro prior to execution. Plantation shall be carried out as per the specifications provided in atleast 5 rows at a distance of 1.50 ft distance across the breadth of the span and covering across the length of the span or should uniformly cover the entire bed of the span, rolling with manual roller for compaction and facilitating rooting and maintaining for the initial development period of one month on completion of above, by following cultural practices for weeding, basin making, watering, application of plant protection measures by carrying out sprays of insecticides/ pesticides as and when required including replacement of mortalities if any complete as directed by the Competent Authority of Maha-Metro.

- Maintenance of the plantation in good and working condition including watering, manuring, pruning etc. to ensure maximum safety to road commuters throughout the License Period.
- c) Appoint an architect/ Landscape designer to interact with nodal Maha-Metro's representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
 - d) Securing approvals from the civic agency including Pune Municipal Corporation (PMC)/ Pimpri Chinchwad Municipal Corporation (PCMC), Traffic Department, Police Department etc for execution of the subject work as per the scope of work provided herein
 - e) Operate, manage and maintain the entire advertisement areas, horticulture development carried out.
 - f) Maha-Metro shall have the right to undertake maintenance of the rain-water harvesting in its spans in case of break-down. In such a scenario, the work of removal and refilling of soil, replantation etc. shall be carried out by the Successful Bidder without any cost implication to Maha-Metro.
 - g) Management of sales & marketing of the advertising including providing adequate professionally trained manpower.
 - h) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, traffic department, police department, MSEDCL etc. at its own cost.
 - i) Comply with all statutory requirements in connection with License Agreement.
 - j) Ensure regular and timely payments of all amounts due to MAHA-METRO and discharge all obligations as per License Agreement.
 - k) To pay all applicable dues i.e. Goods and Service Tax, Statutory dues / liabilities, electricity charges, damage/ penal charges, pending arrears, local body charges etc. as applicable from time to time.
 - l) The applicable Advertisement Taxes/ Fees and charges as levied by local bodies/civic agencies etc. for the advertisement areas shall be borne by the Successful Bidder separately as per the applicable guidelines and regulations from time to time.
 - m) Innovations & New Media:
 - i. Subject to mutually agreed terms and conditions and with prior written approval and concurrence of the Maha-Metro, the Successful Bidder may introduce new media. If the Successful Bidder wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the AGM (Planning), Maha-Metro for approval and indication of the terms and conditions. The Licensor (Maha-Metro) at all times reserves the right not to give approval to such proposal/s

and the Successful Bidder agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of proposal.

- ii. The Successful Bidder can utilise any format of advertisement including and not limited to backlit panels etc.

a) **Innovations & New Media:**

- Subject to mutually agreed terms and conditions and with prior written approval and concurrence of the Maha-Metro, the Successful Bidder may introduce new media. If the Successful Bidder wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the General Manager-Planning, Maha-Metro for approval and indication of the terms and conditions. The Employer at all times reserves the right not to give approval to such proposal/s and the Successful Bidder agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of the proposal.
- The Successful Bidder can utilise any format of advertisement including and not limited to backlit panels, scrollers, floor branding, roof branding, digital display (without audio), canopy, etc. The area for which License Fees shall be charged as per Annexure-1 for each station and even if the Successful Bidder does not utilise the said area provided as mentioned in the Annexure, license fee & other dues shall be chargeable.
- The Successful Bidder can utilise any format of advertisement including and not limited to backlit panels, front lit panels, scrollers, digital display (without audio) etc. with prior approval of Maha Metro. Digital advertising (LCD/LED screen, video walls) shall be charged as per rate of 1.5 times the quoted rate of static advertisements (such as backlit, scrollers etc). The rate of License Fees to be charged for advertisement for display illustrated below:

Rate / Structure	Type of Advertisement Display	Rate of License Fee in Rs. per Sqft/ Month
R1	All Types of Format of Advertisement except Digital Advertisement Display in the Form of LED Screens, Video Walls, Scrollers etc.	"X" as bid & accepted by Maha-Metro subsequent to Bidding process.
R2	Digital advertisement Display in the form of LED screen, video walls, etc.	1.5 times the rate "X" as above (X*1.5)

- The area to be charged shall be the actual display area, exclusive of any border or width of framework. In case of LED/Digital Display/scrollers, the area to be charged shall be the actual display area of screen, exclusive of any border or non-digital width.

4.3. TENURE OF LICENSE

- a) Tenure of License Agreement shall be 05 (Five) years, unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder. The tenure of License Agreement shall commence from the date of signing of License agreement or handover of the median of Reach-

1 & Reach-2. The License period for additional advertisement space so handed over/allotted during the subsistence of the License Period will be co-terminus with original License Period.

- b) There shall be a Lock-in period of two years from the date of commencement of license agreement.
- c) If the Successful Bidder is desirous of terminating the License hereby created before expiry of the lock-in period of 02 years, the License Agreement shall be deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by Maha-Metro. In such a case, the performance guarantee shall be encashed after adjustment of outstanding dues, if any payable to MAHA-METRO. No grace period shall be provided to Successful Bidder in such a case.
- d) The Successful Bidder shall have option to exit from the License Agreement immediately after completion of lock-in period of 02 year. For this, the Successful Bidder shall give 90 days prior intimation to MAHA-METRO before completion of lock-in period. (In this case, prior intimation can be given after 21 months) but option to exit shall be available only after 02 years. In such a case, Performance Guarantee of the Successful Bidder shall be refunded after adjusting the outstanding dues, if any payable on part of Successful Bidder.
- e) If the Successful Bidder is desirous of terminating the license after expiry of lock-in period of 02 years without serving any prior intimation or shorter intimation than 90 days, the License Agreement shall be deemed to be terminated on completion of such short/improper intimation period. In such cases, the balance amount of Performance Guarantee shall be released to the Successful Bidder after adjustment of license fee for period shorter than 90 days (notice period) and outstanding dues, if any.
- f) In case of successful completion of the full term of the License period i.e. five (05) years of License Agreement, the Performance Guarantee of the Successful Bidder shall be returned after adjusting the outstanding dues, if any.
- g) MAHA-METRO may also recover the balance outstanding dues, if are more than the amount of the Performance Guarantee, from the other contracts of Successful Bidder in MAHA-METRO. Balance outstanding dues, if are more than Performance Guarantee shall also be recoverable from the Successful Bidder before Successful Bidder is permitted to remove the displayed media only or else MAHA-METRO will seize their property treating at "0"/NIL value. MAHA-METRO shall be free to dispose-off the seized property/goods in whatsoever manner as it deems fit. Successful Bidder shall have no claim for compensation or consideration / damages on this account.

4.4. Approval of Plans:

- a. Successful Bidder shall indicate the locations for advertising panel/s, design of media including their structural plans, electrical and cable routing plans, the advertising panels/type of advertisements for these locations and submit all the plans of proposed panels, including its fixing arrangements for Maha-Metro's approval within 15 days after payment of all dues as per LoA for utilization of space, giving full compliance to Technical Parameters or any other prevailing applicable advertising policy.
- b. Maha-Metro reserves the right to reject any or all of the said submissions without assigning any reasons whatsoever. Maha-Metro has the right to indicate alternate locations.

Maha-Metro also has the right to ask the Successful Bidder to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by Maha-Metro.

The Successful Bidder hereby agrees to comply with the directives of Maha-Metro regarding alternative sites/ locations and designs as may be specified by Maha-Metro. The Successful Bidder hereby agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- c. Successful Bidder shall submit the certificate regarding structural stability and safety from agency/firm approved by Maha-Metro along with detailed drawings for obtaining approval of installing panels at all locations. Specimen drawings for structure is enclosed for guidance. It may be noted that in case of non-granting of approval by Maha-Metro, Successful Bidder shall submit fresh proposal along with drawings for approval by Maha-Metro. For clarification purposes, the Bidder shall keep Maha-Metro indemnified against any accident, third party damages on account thereof.
- d. However, if the Successful Bidder wants to install additional advertisement area beyond minimum area, he may be permitted to do so after submission of drawings and approval thereto by Maha-Metro.
- e. At any given period, License Fee shall be charged for the total advertisement area or the actual advertisement area, whichever is higher.

4.5. Handing over of Sites

- a) Letter of Acceptance (LoA) will be issued to the Successful Bidders. The Sites shall be handed for carrying out the scope of work of the Project starting from date of acceptance of LOA to within 15 (Fifteen) days from the date of signing of License Agreement.
- b) In the event if the Successful Bidder fails to take-over the possession of the Sites within the time stipulated by Maha-Metro, the License period shall be deemed to have commenced from the date of signing of License agreement, irrespective of the date of actual handing over of the Advertising Space.
- c) The Successful Bidder shall not be eligible to claim any compensation on account of any delay in handing over of respective advertisement space to him.
- d) At the time of termination/natural completion of this Agreement, the Successful Bidder shall handover the spans along with the horticulture development undertaken therein (including soil filled, drip irrigation facilities, electric works etc.) along with the advertisement panel structures and its associated structures back to Maha-Metro in good working condition, having necessary structural suitability and on as-is where-is basis without any financial implication to either side. The Bidder shall ensure that all marketing and licensing shall be co-terminus with the License Period.
- e) For detailed terms & conditions, refer Draft License Agreement annexed at Volume – II.

4.6. Minimum Material Specifications:

- 4.6.1 Successful Bidder shall provide advertisement media / panels / fixtures conforming to the following minimum specifications or its equivalent:

- a. Steel used in making frames has to be arranged from primary sources, SAIL, TATA etc with proper treatment, Exterior Framework – SS 304 or equivalent. Frame finishes of Aluminium is also permissible
- b. Backing sheet of G.I.
- c. Internal cables of **Fire-Retardant Low Smoke type (FRLS)** for Elevated as specified in Electrical Procedure Order.
- d. TL tubes for back lighting/illumination with electronic ballast wherever applicable as per outdoor advertisement policy.
- e. Polycarbonate sheet as cover of GE make or equivalent
- f. Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
- g. **In order to have energy conservation, LED or any other energy saving devices confirming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.**

4.6.2 The advertising media should be of fire retardant and low smoke material and comply with EPCA standards and guidelines as well the Advertisement policy issued by the State Government.

4.7. Outdoor advertising structure criteria

Advertising panels / boards structures including the foundations, shall be designed and checked for extreme wind conditions, earthquakes, soil bearing capacity etc. and shall comply with relevant Indian structural design standards, codes of practice and the policy guidelines. The designs shall be certified by an experienced and practicing structural engineer and shall be submitted to the Maha-Metro before start of work at the site. For clarification purposes, the advertisement panels, structure, content, media inserts, operation & maintenance etc. shall be guided by the latest advertisement policy issued by the Government of Maharashtra or its latest amendments thereof. The Bidder shall keep Maha-Metro indemnified at all times against any penal charges, damages etc. in case of non- compliance to the same. Further, the following shall be applicable to the outdoor advertising structures:

- 4.7.1. The supporting structure shall have a non-reflective finish to prevent glare and its appearance, strength etc. shall be complying with the latest Advertisement Policy issued by the State Government
- 4.7.2. The panels / boards structure shall be well maintained at all times. It shall be painted in colours that are consistent with and enhance the surrounding area.
- 4.7.3. Official road furniture such as official signs and delineator guide-posts shall not be used as the supporting structure of an advertising device.
- 4.7.4. The name of the Successful Bidder should be placed in a conspicuous position on the advertising panels / boards.

4.8. Outdoor advertising electrical & water supply connection

The Bidder shall be responsible for securing electricity supply connection including all capital expenditures, permits, charges, levy, duties etc. thereof from MSEDCL/civic agencies or concerned government authorities as applicable.

The electrical connections and components in all advertising panels / boards shall be with accordance with relevant Indian Standards and designed to ensure there is no safety or traffic risk. A copy of the electrical contractor's test certificate shall be provided to Maha-Metro.

Use of generator running on diesel/ petrol/kerosene or any biofuel shall not be permitted for providing power for illumination of any outdoor advertising panels / boards.

Similarly, for water supply connections, Maha-Metro shall define the water supply source through its existing sources in Reach-2 from where the Bidder shall carry its pipe network for water supply on the medians whereas for Reach-1, the Bidder shall have to secure water supply source and its connections thereof by liaising with the concerned civic agencies. However, if the water supply source committed by Maha-Metro becomes non-operational or dries up, then the same shall be arranged by the Bidder at their own cost.

4.9. Charging of License Fee

4.9.1. The License fee shall be charged as per the Financial Bid submitted by the Bidder. At any given period, the License fee shall be charged for a total advertisement space/area as provided under the License Agreement.

4.9.2. The License fee shall be charged from the 91st day from the date of signing of License Agreement and shall be charged until the termination/completion of agreement/Contract.

4.9.3. The Annual License Fees shall be computed for twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.

4.9.4. 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:

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

4.9.5. The first payment of License Fees applicable for initial 06 months from the date of signing of License Agreement and shall be paid within 30 days of issuance of LOA by Maha-Metro.

4.9.6. The adjustment of License Fees duly considering fitment period and pro-rata adjustment to fit the billing period as mentioned in clause 4.9.4 shall be taken into consideration while charging of License Fees applicable for second half of first year tenure (i.e. 06 months to 12 months of the License Tenure.)

4.9.7. The License Fees shall be paid for complete 06 months tenure from the third instalment (1st instalment of 2nd calendar year) onwards by the Successful Bidder.

4.9.8. In the event if the license tenure at the end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.

4.9.9. The Annual License fee as applicable for the base year shall be computed as follows:

$$\text{Annual License Fees} = \text{License Fee per Sqft. as quoted by Successful Bidder for the respective span (Rate per Sq.ft. per month)} \times \text{Advertisement Space allotted to the Successful Bidder by Maha-Metro} \times 12 \text{ months}$$

- 4.9.10. The Annual License Fee shall be escalated by 10% every year, on compounding basis.
- 4.9.11. The Bidder voluntarily agrees not to seek any claim, compensation, damages, or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the advertisement spaces/panels.
- 4.9.12. Along with License Fee, Successful Bidder shall also pay other dues i.e. Goods and Service Tax, Statutory dues / liabilities, electricity charges, damage/ penal charges, pending arrears, local body charges etc. as applicable from time to time.
- 4.9.13. The utility charges including consumption of water, etc. shall also be payable by the Bidder to Maha-Metro in addition to above as per the existing policy of Maha-Metro in this regard and in accordance with terms & conditions of the License Agreement. These utility charges shall be payable by Successful Bidder during the whole tenure of Successful Bidder agreement as and when the demand raised by Maha-Metro as per the prevailing policy of Maha-Metro in this regard.
- 4.9.14. The Successful Bidder shall preferably make the payment of the license fee to Maha-Metro, as mentioned above, by electronic mode i.e. RTGS/NEFT/IMPS/Online Transfer after taking prior approval of Maha-Metro & complying with the laid down procedure.

4.10. Fitment Period

- 4.10.1. For carrying out the scope of work as per the tender documents, the Bidder would be permitted a fitment period of 180 days from the date of handing over of the space. The Successful Bidder shall have to complete in all respects the development of the tendered / advertisement space(s), within the period of 180 days from the date of 'handing over' of the space by Maha-Metro. However, the license fee would be applicable from 91st day of handing over of the spans and sites to the Successful Bidder.
- 4.10.2. The License Agreement shall be valid for a period of 05 years from the date of handover of advertisement space, irrespective of extension of fitment period by Maha-Metro.
- 4.10.3. The Bidder shall submit the Advertising plan along with the execution plan for horticulture development, vertical gardens as specified herein within 15 days from signing of License Agreement along with requisite documentation for approval of the Competent Authority of Maha-Metro. Maha-Metro shall endeavor to provide an approval to the same within 10 days of submission.
- 4.10.4. In the event that the Successful Bidder does not complete the works within the scheduled Fitment Period of 180 days and the delay has not occurred on account of a Force Majeure Event or a Authority Event of Default, then the Successful Bidder shall pay, forthwith, to Authority in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Guarantee

for each day's delay until the completion of the works, subject to a maximum of [18% (eighteen percent)] of the Performance Guarantee or within an additional period of 180 days from the scheduled completion of the Fitment Period. If upon completion of such extension in the Fitment Period, it is observed that the Successful Bidder has not made substantial progress, the Authority in its sole discretion, shall be entitled to terminate this Agreement.

4.11. Operation & Maintenance

- a) The Successful Bidder shall be allowed to install/erect two advertisement panels (both side display) on every alternate span on median of Road between Piers of Reach-1 & Reach-02. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height) which will be two way displays (back to back) and maximum 2 number of advertisement panels per span shall be allowed.
- b) The number of spans as indicated above, are approximate. Actual spans shall be measured at the time of handing over of advertisement space(s). If there is any variation in number of spans, the License Fees shall be charged on pro-rata/ actual area basis.
- c) Subsequently, if the Successful Bidder applies for additional area up-to 10% variation, the same shall be provided on pro-rata basis, if found feasible, at the sole discretion of Maha-Metro. For area beyond this time frame and/or above 10% variation range of tendered area, the same shall be provided on negotiated / market rate, if found feasible, on the sole discretion of Maha-Metro. Maha-Metro is free to market, area beyond this time frame and/or above 10% variation on open/limited/single tender basis. The license fee for such additional space shall commence after the expiry of 60 days from the date of handing over of space.
- d) The advertisement panels shall be in accordance with the various advertisement policies/ guidelines framed by various local authorities in Pune and Pimpri Chinchwad city (i.e. Pune Municipal Corporation, Pimpri Chinchwad Municipal Corporation etc.). The branding/display plan prepared by Successful Bidder shall also be in compliance with technical parameters of ***Pune/ Pimpri Chinchwad Municipal Corporation/ Pune Cantonment Board's Advt. policy/EPCA guidelines/directives given by Central Government/ State Government/Hon'ble courts, or any other prevailing policy as applicable in India.***
- e) Successful Bidder confirms that he/they fully understand and confirm that the panels/advertisements spaces shall, at all-time belong to Maha-Metro, and no interest in the same shall be created by the Successful Bidder. The Successful Bidder also agrees not to sub license, lease, sub lease or part with, partially or fully in any form, the panels/advertisement spaces.
- f) The advertising rights for panels will vest with the Successful Bidder only. Any persons wishing to advertise in the above-mentioned panels will have to deal directly with the Successful Bidder and Maha-Metro will have no dealing in this regard. At no time subletting of rights for advertisement to other advertising agencies/outdoor agencies, Out of Home advertising agencies, etc. would be permissible under the License Agreement. The Successful Bidder agrees voluntarily and unequivocally to place Maha-Metro messages at their own cost in the panels which lie vacant and not commercialized at any time after the rent-free fitment period of 90 days from date of handover.
- g) All the advertising panels shall belong exclusively to Maharashtra Metro Rail Corporation Ltd. at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and/or the advertising panels fabricated installed and commissioned. At the

time of termination/natural completion of license and its associated structures will become Maha-Metro property and shall be handed over back to Maha-Metro in good working condition, having necessary structural suitability and on as-is where-is basis without any financial implication to either side. The Bidder shall ensure that all marketing and licensing shall be co-terminus with the License Period.

- h) The Successful Bidder will not ask for any claim or seek any compensation from Maha-Metro if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts, and the panels handed over will be borne solely by the Bidder.
- i) The Bidders agrees to pay and will continue to pay the License fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Successful Bidder agrees that in the event of such dysfunction of the panels, Maha-Metro will not be liable to pay any compensation to the Successful Bidder.
- j) The Successful Bidder will have to maintain all the advertisement inserts in proper clean condition for the currency of the contract. The advertising media should be of fire-retardant low smoke/zero halogen material and of international standards and EPCA guidelines. The Successful Bidder must submit the media sample for Maha-Metro's approval to the office of the Additional General Manager/Planning before using the same. Maha-Metro reserves the right not to give such permission.
- k) The Successful Bidder fully understands and comprehend that all panels constructed / fabricated, installed and commissioned by him/her/them will become the sole property of Maha-Metro at the end of the license period.
- l) Successful Bidder shall keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/Maha-Metro to ensure safety of Maha-Metro commuters.
- m) The cost of installation of required electric wiring shall be borne solely by the Successful Bidder. The Successful Bidder shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the Successful Bidder at its own cost.
- n) In case of accident caused due to negligence of the Successful Bidder resulting into injury/ death to Maha-Metro employees/ other users/ any person or loss to Maha-Metro property, Successful Bidder shall compensate the loss (es), without prejudice to other actions under the License Agreement at the sole discretion of Maha-Metro, including termination of the License Agreement.
- o) The Successful Bidder voluntarily and unequivocally agrees not to seek any claims, damages, compensation, or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- p) The cost of preparation of the advertisements/media/inserts shall be borne solely by the Successful Bidder. The Successful Bidder shall also maintain all the media/ inserts and advertisements as per standards indicated by Maha-Metro.

- q) Successful Bidder and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, road traffic movement, passenger safety, safety of metro properties and its assets.
- r) The Successful Bidder shall comply with the laws of land including Court judgments/ court orders/Maharashtra Pollution Control Board and Fire Service guidelines for Pune city and/or other government regulatory bodies, regulating the advertisements/ displays and Maha-Metro can't be held liable for any change/modification in these laws which adversely affects this tender and the Successful Bidder voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- s) **Penalty Clauses** – The Successful Bidder shall be liable for damages or penal charges upon occurrence of the following offenses with respect to the scope of work as stipulated in this Agreement: -
- (i.) Improper maintenance & defacement of spans, advertisement panels, horticulture development, vertical gardens or an associated the Metro facilities as per the standards stipulated in this Agreement.
 - (ii.) Improper maintenance of the shrubs including its outgrowth causing hazard to the road users
 - (iii.) Unsatisfactory rectification of the defects or hazards causing any third party damages, accidents to the road users
 - (iv.) Misbehaviour with staff and commuters of Maha-Metro.
 - (v.) Not following safety and security norms as may be indicated by authorized representative of Maha-Metro while working on the sites.
 - (vi.) Utilizing advertisements at locations other than that approved by Maha-Metro.
 - (vii.) Non-submission of monthly statement of approved plan and actual utilized area of advertisement for the respective packages.
 - (viii.) Infringe into the Maha-Metro premises without prior approval or intimation of Maha-Metro.
 - (ix.) Dishonour of Cheques and Drafts submitted by Successful Bidder to Maha-Metro. Cheques will be accepted only in emergent conditions & with the approval of Maha-Metro by official not below the rank of General Manager.
 - (x.) Any staff of Successful Bidder found in drunken condition/indulging in bad conduct.
 - (xi.) Any staff of the Successful Bidder found creating nuisance.

In the event that the Bidder is in default of any of such offences in the opinion of the Authorised Representative of Maha-Metro for a continuous period of 7 days and the delay has not occurred on account of a Force Majeure Event or a Authority Event of Default, then the Successful Bidder shall pay, forthwith, to Authority in an amount calculated at the rate of 0.01% (zero point zero one per cent) of the Performance Guarantee for each day's delay until the rectification of the defects, subject to a maximum of 2.50% (two and half percent)] of the Performance Guarantee calculated cumulatively. If upon such encashment, it is observed that the Successful Bidder has not made substantial rectification with respect to the defects, the Authority in its sole discretion, shall be entitled to terminate this Agreement including recovery of outstanding dues from the Performance Guarantee.

The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha-Metro official not below the rank of GM (General Manager) (Head of Deptt or Authorised Representative.

4.12. Operation and Maintenance of Horticulture

- 4.12.1. The Successful Bidder shall be responsible to maintain the Horticulture / Landscaping developed by it on the median of road along the entire Reach- 1 and Reach-2 of Pune Metro as per the details provided in Annexure-01. For clarification purposes, horticulture maintenance shall be undertaken for all the spans being covered under the scope of the work of this tender, irrespective of whether the same is being utilized for advertisement purposes by the Bidder.
- 4.12.2. The Successful Bidder shall have to re-instate the road median/ horticulture works if there is any damages caused due to installation of advertisement panels.
- 4.12.3. The Successful Bidder shall maintain all existing trees, plants, shrubs and other suitable vegetation in the median and right of way strictly according to the desired density and ensure the conservation of all trees, shrubs and similar vegetation, in the median and within the right of way by promptly replacing the casualties. The Successful Bidder shall also take adequate and appropriate measures, during various seasons, to ensure the survival of the vegetation. Local plant species shall be selected for plantation which is suitable and acclimatize to the local weather conditions and require minimum maintenance. However, such plantation shall be in the form of shrubs only.
- 4.12.4. The Successful Bidder shall have to make his own arrangement of all tools and equipment's required for the work at his own cost.
- 4.12.5. The Successful Bidder shall have to engage sufficient labours for maintenance of the Horticulture present on median of roads. If it is found that the maintenance is not satisfactory because of Successful Bidder's failure to employ adequate manpower, the Successful Bidder shall be penalized, @ Rs. 5,000/- per instance.
- 4.12.6. The electricity supply for maintenance of Horticulture and advertisement panels shall have to be arranged by Successful Bidder at his own cost.
- 4.12.7. In case if the plants wilt or die the Successful Bidder shall have to replace the dead plants of same variety at his own cost.
- 4.12.8. Hedges, Shrubbery, Rosary and all other plants at median should be pruned regularly and should be observed in proper shape. For topiary work, Successful Bidder/Successful Bidder shall have to engage extra trained personals (Gardner/Malis).
- 4.12.9. The Successful Bidder shall be responsible for earthling up and spraying insecticides, fungicides as and when required at his own cost.
- 4.12.10. If felt necessary the Successful Bidder shall have to undertake new plantation of Hedges, Shrubbery, Rosary etc. for casualty replacement. The Officer In-charge Maha-Metro or his subordinates will suggest the species to be planted.
- 4.12.11. The median should be kept neat and clean, for the same, the Successful Bidder shall have to sweep the same at least twice every week.
- 4.12.12. The waste materials like polyethylene bags, garbage's on the median should be lifted immediately and the same should be dumped at appropriate place already notified by the civic agencies or suggested by the Officer In-charge of Maha-Metro.

4.12.13. Maintenance Intervention:

Sr. No	Defects	Criteria / Extent (% of sub section length)	Treatment / Action	Type of Maintenance
1	Median			
1.1	Vegetation growth on median	Any Kind	Vegetation growth be removed	Routine
1.2	Trees / Landscape	a. All kind	Trim and remove dead / diseased branches	Routine
		b. Fallen trees on carriageway	Remove immediately	Urgent

4.13. Execution and Registration of License Agreement

The License Agreement based on Draft License Agreement annexed at Volume – II shall be executed within 15 days after payment of Advance 1st payment of half yearly License Fees and submission of Performance Guarantee.

The registration of License Agreements should be done within 90 days of signing of agreement, with the entire costs towards registration fees, stamp duty etc. to be fully borne by the Successful Bidder and the duly registered documents to be submitted to Maha-Metro for records. Any amendment in the License 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.

4.14. Other Conditions

- a) The applicable Advertisement Taxes/ Fees and charges as levied by local bodies/civic agency for the advertisement areas shall be borne by the Successful Bidder separately as per the applicable guidelines and regulations from time to time.
- b) The Successful Bidder shall take into account all the aspects as mentioned in Annexure – 2: Factors Governing Selection of Permissible Advertisements.
- c) Advertisement spaces of around 5% shall be reserved with Maha-Metro to display any social messages or campaigns at no additional cost. For clarification purposes, such advertisement spaces shall be utilized only amongst that sites that lie vacant from time to time. Such sites shall be identified and agreed upon mutually by Maha-Metro and the Successful Bidder.
- d) If during the License period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Successful Bidder and Maha-Metro shall not be liable for any such claims. The Successful Bidder would be responsible for all the payments arising out of any third-party claims. The Successful Bidder is advised to procure necessary third party insurance for meeting such liabilities at his own cost.
- e) The Successful Bidder shall effect and maintain at its own cost, during the License Period, such insurances for such adequate sums as may be required under the applicable law, and such insurances (including professional indemnity, third party, works, buildings etc. insurance) as may be necessary or prudent in accordance with good industry practices. The Successful Bidder shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on Maha-Metro as a consequence of any act or omission of the Successful Bidder during

the License Period. Within 15 (fifteen) days of obtaining any insurance cover, the Successful Bidder shall furnish to Maha-Metro, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Successful Bidder to Maha-Metro.

- f) Maha-Metro shall not be made party in any litigation arising between the Successful Bidder and any third party during and/or associated with the refurbishing/finishing and operations/maintenance of the Sites. All civil and criminal liability, third party damages etc. shall be the responsibility of the Successful Bidder.
- g) The Successful Bidder shall not employ any person who is under the age of 18 years.

5. INSTRUCTIONS TO BIDDERS

A. GENERAL

5.1. General terms of Bidding

- a. Scope of Bid – At the Bid Stage, Maha-Metro wishes to receive Bids comprising the following:
 - Eligibility Proposal from Bidders, in order to shortlist experienced and capable Bidders; and
 - Financial Bid comprising License Fees per Sq.ft. per month for all the advertisement spaces on Reach -1 and Reach-2 of PMRP.
- b. No Bidder shall submit more than one financial quote for availing advertisement rights at each reach.
- c. The Bidders are expected to carry out the surveys, investigations and other detailed examination of this advertisement areas, at their own cost, before submitting their Bids.
- d. Notwithstanding anything to the contrary contained in this RFP Document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- e. The Eligibility/Technical Proposal of the Bid should be furnished only in the formats at Bid Forms I to X attached to this Bid Document and Financial Proposal of the Bid should be furnished only in the format at Bid Form - XI: Format for Financial Bid with amount in both figures and words, in Indian Rupees and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered. For avoidance of doubt, Financial Bid shall not be submitted in the Technical Section.
- f. The Financial Bid shall consist of an offer/ bid of License Fees quoted by the Bidder for undertaking the aforesaid exclusive advertisement rights for displaying advertisement between the piers of Reach-1 and Reach-2 (on every alternate span on the median of road below the viaduct of Pune Metro Rail), in accordance with the Bidding Documents and the License Agreement.
- g. Bids are invited in this tender based on of **the Highest License Fees per sqft per month, to be paid for Advertisement opportunities on between Piers of Reach-1 and Reach-2 of Pune Metro Rail Project as per the terms and conditions of the tender documents.**

The Bidder who quotes the **Highest License Fees per sqft per month for the respective Reach (Reach-1 and Reach-2 separately) as applicable for Base Year, to be paid to Maha-Metro**, in their Financial Bid shall be termed as Highest Bidder for that respective Reach.
- h. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- i. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (signed wherever required) shall be submitted on or before the Bid Due Date in the prescribed format given in this Bid Document. No other mode of submission is acceptable. Bid Parameter duly filled in is to be submitted in the format provided in “Bid Form - XI: Format for Financial Bid”.

- j. Representative of the Bidder, who chooses to attend, may attend the opening of the Financial Bids. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the Bidder on his letter head.
- k. Documents mentioned to be submitted in this Bid Document to Maha-Metro are required to be submitted by the Bid Due Date.
- l. The Bidding Documents including this RFP Document and all attached documents, provided by Maha-Metro are and shall remain the property of Maha-Metro and are transmitted to the Bidders solely for preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Maha-Metro will not return to the Bidders any Bid, document or any information provided along therewith.
- m. This Bid Document is not transferable.
- n. Any award of this Project pursuant to the Bidding Documents shall be subject to the terms of Bidding Documents.
- o. The following conditions shall be adhered to while submitting a Bid:
 - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
 - (b) Information supplied by a Bidder must apply to the Bidder, Member or subsidiary named in the Bid and not, unless specifically requested, to other associated companies or firms; and
 - (c) At the time of responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with this Bid Document.
- p. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

5.2. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. In the event the Bidder is identified as the 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.

5.3. Site visit and verification of information

- 5.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the Project Site and Bidders shall be deemed to have understood and ascertained for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, sewerage disposal, applicable laws

and regulations, and any other matter considered relevant by them. Maha-Metro assumes no responsibility or liability in respect thereof. Prior to carrying out Site visit, Bidder may contact the Officer-In-Charge as per details given at Clause 2.13.

5.3.2. Acknowledgment by Bidder - It shall be deemed that by submitting a Bid, the Bidder has:

- made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents;
- made complete and careful examination of the Project requirements to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of the available advertisement space, applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Successful Bidder's performance under the License Agreement pursuant to the Bidding Documents and License Agreement;
- determined to its satisfaction the nature and extent of all difficulties, hazards and risks involved in performance of the obligations involved and accepts all such risks and responsibilities directly or indirectly connected with Project execution;
- received all relevant information requested from Maha-Metro;
- accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Maha-Metro relating to any of the matters specified in clause 5.3.1 above (the Bidding Process) and the entire RFP document;
- satisfied itself about all matters, things and information including matters referred to in Clause 5.3.1 hereinabove, necessary and required for submitting an informed Bid, execution of this Project in accordance with the Bidding Documents and performance of all of its /Successful Bidder's obligations there under;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 5.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Maha-Metro, or a ground for termination of the License Agreement by the Successful Bidder.
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertakings provided by it under and in terms hereof.

5.3.3. Maha-Metro does not accept any responsibility and shall not be liable for any omission, mistake, inaccuracies or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Maha-Metro as their verification is the responsibility of the Bidder.

5.4. Verification and Disqualification

5.4.1. Notwithstanding anything contained in the Bidding Documents, Maha-Metro reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.

- 5.4.2. Maha-Metro reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Document or the Bidding Documents and the Bidder shall, when so required by Maha-Metro, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Maha-Metro shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Maha-Metro there under. Notwithstanding anything to the contrary contained in the Bid Document, Maha-Metro may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation or does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the Bid Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a contract; (b) that limits, in any substantial way, inconsistent with the Bidding Documents, Maha-Metro's right or the Successful Bidder's obligations under the contract; or (c) where rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.
- 5.4.3. Maha-Metro reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at anytime, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the times specified by Maha-Metro, the supplemental information sought by Maha-Metro for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder.
- 5.4.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA or entering into of the License Agreement, and if the Successful Bidder/SPC has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by Maha-Metro to the Successful Bidder or the Successful Bidder, as the case may be, without being liable any manner whatsoever to the Successful Bidder or Successful Bidder In such an event, Maha-Metro shall be entitled to forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to Maha-Metro under the Bidding Documents and/or the License Agreement, or under Applicable Law, or otherwise.
- 5.4.5. Maha-Metro reserves the right to amalgamate/sub-divide the available Advertisement Space(s).

B. RFP DOCUMENTS**5.5. Contents of the Bid Document**

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

VOLUME I - INSTRUCTION TO BIDDERS

Section 1. Introduction
Section 2. E Tender Notice
Section 3. Eligibility of Bidders
Section 4. Objectives & Scope
Section 5. Instruction to Bidders
Section 6. Fraud and Corrupt Practices
Section 7. Pre-Bid Conference
Section 8. Miscellaneous

BID FORMS

Bid Form - I: Covering Letter for the Bid
BID FORM - II: Details of Bidder
BID FORM - III: Eligibility of the Bidder
BID FORM - IV: Power of Attorney for signing of Bid
BID FORM – V: Power of Attorney for signing of Bid for Lead Member
Bid Form VI: Consortium Agreement/Memorandum of Agreement
Bid Form - VII: Affidavit
Bid Form - VIII: Undertaking for Downloaded Tender Document
BID FORM – IX: Deleted.
BID FORM – X: Format for Checklist
Bid Form - XI: Format for Financial Bid

ANNEXURES

Annexure – 1: Details of Advertisement Space and Median Beautification
Annexure – 2: Factors Governing Selection of Permissible Advertisements
Annexure – 3: Tentative Images showing Advertisement

Annexure - 4: Tool Kit for using E-Tender**VOLUME II**

EXHIBIT I - Draft License Agreement

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

5.6. Clarifications

- 5.6.1. Bidders requiring any clarification on the Bid Document may notify Maha-Metro in writing or by fax or e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. Maha-Metro shall endeavour to respond to the queries. Maha-Metro will upload all the queries and its responses thereto on the official website of Maha-Metro i.e. <https://mahametrorail.etenders.in> as per the Schedule of Bidding Process, along with the Addendum, if any.
- 5.6.2. Maha-Metro shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Maha-Metro reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Maha-Metro to respond to any question or to provide any clarification.
- 5.6.3. Maha-Metro may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Maha-Metro shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Maha-Metro or its employees or representatives shall not in any way or any manner be binding on Maha-Metro.

5.7. Amendment of Bid Document

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

C. PREPARATION AND SUBMISSION OF BIDS**5.8. Format and Signing of Bid**

- 5.8.1. Language- the Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and

certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

5.8.2. The Bidder shall provide all the information/ documents sought under this Bid Document by way of online submission on or prior to the Bid Due Date and also as mentioned in the Bid Notice. Maha-Metro will evaluate only those Bids that are received in the required formats and complete in all respects, as well as duly filled, signed and sealed for submission. Incomplete and /or conditional Bids shall be liable to rejection.

5.8.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed by the authorised signatory of Bidder. The Bid shall be page numbered.

5.9. Submission of online bid.

5.9.1. The bid is to be submitted electronically through E-Tendering of Maha-Metro E-Tender portal <https://mahametrorail.etenders.in>.

- a. The Bid shall be uploaded under two heads – Technical Bid and Financial Bid.
- b. The Bidders will be required to fill up formats for Technical Bid; scanned it and upload the same along with all supporting documents under head Technical Bid.
- c. The Bidder shall submit the Financial Bid in the Financial/ Commercial Bid option available online.
- d. The contents of Technical Bid and Financial Bid shall be as mentioned in Clause 5.11 below.

5.10. Contents in BID

The Technical Proposal should be uploaded in the “**Technical option**” available on the online e-tendering portal and should contain the following:

- i. The receipt/ proof of payment of Bid Document Fees and Bid Security for each Reach
- ii. Covering Letter for Bid in the prescribed format (Bid Form - I: Covering Letter for the Bid) along with Bid Forms – II to IX
- iii. Deleted.
- iv. BID FORM – X: Format for Checklist;
- v. Power of Attorney for signing the Bid as per the format at Bid Form-IV;
- vi. Power of Attorney in favour of Lead Member at Bid Form-V (in case of Consortium)
- vii. Copies of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership firm then a copy of its partnership deed and other charter documents, PAN card etc., as the case may be (for each member in case of Consortium); and
- viii. Bidder’s duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years immediately preceding the Bid Due Date along with ITRs (income tax returns) (for each member in case of Consortium).
- ix. GST Registration Certificate, Registration Certificate etc (for each member in case of Consortium).

- The Financial Bid should be uploaded in the “Financial” Section available on the online e-tendering portal and shall be submitted as per Bid Form - XI: Format for Financial Bid.
- xi. In case of any clarification or correspondence, the Officer-In-Charge to be contacted is as under:

a. The ED (Procurement & Contracts)

Maharashtra Metro Rail Corporation Ltd.
101, The Orion, Near Don Bosco youth Center
Koregaon Park, Pune- 411001
E-mail: tenders.pmrp@mahametro.org

5.11. E-Tender Submission

A. Technical Package:

- 5.11.1. The Technical Package shall be submitted in the “Technical Package” on E-Tender Portal of Maha-Metro.
- 5.11.2. The Bidder shall submit/ upload (through digital signature on e-tender portal of Maha-Metro) in the “Technical Package” only.
- 5.11.3. Bidder shall first download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender using his DSC (i.e. DSC of POA/ DSC of authorized person/Owner) read & examine the document & process carefully.
- 5.11.4. For submission of Tender Document and Corrigendum, a Tick (v) submission Process has been enabled in Technical Section of E-Tender Portal of Maha-Metro. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums and its clauses. By clicking on the tick (v) the bid documents & corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- 5.11.5. If the bidder has completed the submission process of his bid before due date & time of submission and in the meantime, employer issue a corrigendum, in these circumstances the bidder has to re-submit his bid by “clicking tick (v)” to the newly added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it prior to final date & time of submission of bid.
- 5.11.6. All other enclosure (Physically Signed by authorized person) as per requirement of Bid Document, described in various sections of Bid Document may be attached at appropriate Technical Template or “Additional Document” section of “Technical Envelope” of E-Tender Portal.
- 5.11.7. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- 5.11.8. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Envelope of E-Tender Portal.
- 5.11.9. Each entity of Technical Envelope shall have a capacity to upload a document of 10 MB.
- 5.11.10. If any enclosures is more than 10 MB, it may be split by bidder to the size of 10 MB or less & proceed further for up loading in Technical Section / Technical Envelope.

- 5.11.11. If the technical enclosures are more in numbers than the fixed entity of Technical Envelope, the Bidder shall have an option to upload any number of documents in "Additional Document" section of "Technical Envelope" of E-Tender Portal.
- 5.11.12. No information pertaining to "Financial Bid" shall be uploaded or disclosed anywhere in Technical Envelope of E-Tender Portal.
- 5.11.13. All uploaded enclosures should bear page numbers and Indexed properly. The first file uploaded by the Bidder in the technical section shall be "Index of Enclosures"

B. Financial Package

- 5.11.14. The Financial Package to be **submitted in "Financial Section"** on E-Tender Portal of Maha-Metro.
- 5.11.15. The Financial bid shall be filled online in the Financial Section of E-Tender Portal. However, in certain cases the BOQ may be required to fill manually & scanned copy may require to be uploaded on Financial Envelope of E-Tender Portal of Maha-Metro.
- 5.11.16. Bids submitted by hard copy, fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.
- 5.11.17. It is to be noted that the Financial Bid shall be submitted in the **"Financial"** section only. In the event if the financial bid is submitted in the "Technical" Section of the online e-tendering portal, the bids shall be liable for rejection.

5.12. Bid Due Date

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

5.13. Modifications/ Substitution/ Withdrawal of Bids

- 5.13.1. As the bid process is through e-tendering portal of Maha-Metro only, any amendment/ modification/substitution of bid can be done by going back into the Re-work option of the e-tender portal prior to the submission of bid.
- 5.13.2. Withdraw of already uploaded & submitted bid is not possible.

- 5.13.3. No Bid shall be modified, substituted, or withdrawn by the Bidder after the Bid Due Date & time.
- 5.13.4. The Bidder should further note that in case the bidder deposited the Bid Security through the e-tender portal & choose not to participate in the Bid further, in this case the already deposited bid security amount shall be refunded only after completion/annulment of entire Bid Process for the proposed project.

5.14. Rejection of Bids

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

5.15. Validity of Bids

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

5.16. Confidentiality

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

5.17. Correspondence with the Bidder

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

D. BID SECURITY

5.18. Bid Security

- 5.18.1. The Bidder shall furnish as part of its Bid, a Bid Security, in favour of Maha-Metro, amounting to INR 8,00,000 Only for Bid submitted for Reach-1 and INR 17,00,000 Only for Bid submitted for Reach-2.

- 5.18.2. The Bid Security shall be submitted through online Payment Gateway mode on the e-tendering portal or through the mode of submission permitted as per the Bidding Documents. The information of E-Payment Gateway available on E-Tendering website <https://mahametrorail.etenders.in>.
- 5.18.3. Maha-Metro shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free.
- 5.18.4. Any Bid not accompanied by the Bid Security shall be summarily rejected by Maha-Metro as non-responsive.
- 5.18.5. The Bid Security submitted by Bidders (except the First and Second Highest bidder) shall be refunded, without any interest, and will be returned, subject to terms herein, through the online portal <https://mahametrorail.etenders.in>, no later than **60 (sixty) days** after award of contract to the Successful Bidder by Maha-Metro.
- 5.18.6. The Bid Security of Successful Bidder shall be retained by Maha-Metro till the deposition of Performance Guarantee and signing of the License Agreement. The Successful Bidder's Bid Security will be returned, without any interest, upon submission of the Performance Guarantee and signing of the License Agreement in accordance with the provisions thereof. The Bid Security of the Second Highest Bidder shall be refunded upon signing of License Agreement by the Successful Bidder.
- 5.18.7. Maha-Metro shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that Maha-Metro will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 5.18.8. **Forfeiture of Bid Security-** The Bid Security shall be forfeited and appropriated by Maha-Metro as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro for, inter alia, time, cost and effort of Maha-Metro without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise, under any of the following conditions:
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
 - If a Bidder imposes any condition within the Bid validity period or the extended period;
 - If bidder submits any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & forfeiture of EMD / Bid Security (Partial or full).
 - In the case of Successful Bidder, if it fails within the specified time limit—
 - to sign and return the duplicate copy of LOA unconditionally;
 - to sign the License Agreement as per the draft License Agreement, without imposing any conditions; or
 - to furnish Performance Guarantee; or to deposit the first payment of License Fees; or

- f. In case the Successful Bidder, before signing the License Agreement, commits any breach hereof.

5.19. Performance Guarantee

- 5.19.1. Successful Bidder shall have to deposit a bank guarantee issued by any scheduled commercial bank registered in India as security (the "Performance Guarantee") (equivalent to the Annual License Fees to fifth year of the License Period).
- 5.19.2. The Performance Guarantee shall be retained by Maha-Metro for the entire License Period.
- 5.19.3. It is to be noted that the Bid Security shall be adjusted in the Performance Guarantee only when the other conditions precedents for signing of License Agreement are fulfilled by the Successful Bidder.
- 5.19.4. The Bid Security already submitted with bid shall be adjusted with the Performance Guarantee, in case of Successful Bidder.

E. EVALUATION OF BIDS

5.20. Opening and Evaluation of Bids

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

- i. The Technical Envelope of Online Submitted Bids shall be opened/ downloaded by the opening committee on due date and time of Bid opening at the office of ED (Procurement & Contracts), Maharashtra Metro Rail Corporation Ltd., 101, The Orion, Near Don Bosco Youth Center, Koregaon Park Pune-411001, Maharashtra in presence of the Bidders who choose to attend. No minimum number of bids is required in order to proceed to bid opening.
- ii. Bid Security will be checked, and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. Technical Envelope of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected.
- iii. After evaluation of Technical Bid received electronically via E-Tender portal of Maha-Metro, the Financial Envelope of the Bid of technically Successful Bidder only shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically qualified Bidders only, electronically (E-mail).
- iv. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.
- v. Maha-Metro will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document.
- vi. Bidders are advised that qualification of Bidders will be entirely at the discretion of Maha-Metro. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- vii. Any information contained in the Bid shall not in any way be construed as binding on Maha-Metro, its agents, successors or assigns, but shall be binding against the Bidder if this Project is subsequently awarded to it on the basis of such information.
- viii. Maha-Metro reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

- ix. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, Maha-Metro may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.
- x. In the event if any Bidder claims credit for any Project, and such claim is determined by Maha-Metro as incorrect or erroneous, Maha-Metro shall reject such claim and exclude the same from computation of the Experience of the Bidder. Where any information is found to be patently false or amounting to a material representation, Maha-Metro reserves the right to reject the Bid in accordance with the provisions of the Bid Document.
- xi. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.21. Tests of responsiveness

- i. Prior to evaluation of the Bid, Maha-Metro shall determine whether each Bid is responsive to the requirements of the Bid Document. A Bid shall be considered responsive only if:
 - (a) it is accompanied by the full amount of Bid Security;
 - (b) it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
 - (c) it is received by the Bid Due Date including any extension thereof;
 - (d) it is received as per prescribed formats;
 - (e) it is signed, sealed, and marked as stipulated;
 - (f) it is accompanied by relevant Power of Attorney(ies) as specified in Bid Document,
 - (g) it contains all the information and documents (complete in all respects) as requested in this Bid Document;
 - (h) it contains certificates from its Statutory Auditors in the formats specified;
 - (i) it does not contain any condition or qualification;
- ii. Similarly, prior to evaluation of Financial Bids, Maha-Metro shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if: it is received as per the format at it is signed, sealed, and marked as stipulated; and Bid Form - XI: Format for Financial Bid and it does not contain any condition or qualification.
- iii. Maha-Metro reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Maha-Metro in respect of such Bid. The decision of Maha-Metro on the responsiveness of the Bid shall be final, conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever.
- iv. To facilitate checking the responsiveness and evaluation of Bids, Maha-Metro may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Maha-Metro for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, Maha-Metro may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.
- v. No Bidder shall have the right to give any clarification unless asked for by Maha-Metro or to request either Maha-Metro and/or MOR and/or any ministry or department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.

5.22. Contacts during Bid Evaluation

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

5.23. Bidding process

- i. Maha-Metro has adopted a single stage two steps process (referred to as the "**Bidding Process**") for selection of a suitable highest bidder to grant exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years. The details of advertisement spaces areas are provided in Annexure-1. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the "**Bid**") against this RFP in a single step only.
- ii. Firstly, the Technical Bids of the Bidders who have submitted the Bid shall be opened and checked for responsiveness. Thereafter, the Technical Bids of the responsive Bidders shall be evaluated based in accordance with the provisions of RFP.
- iii. At the end of the Qualification Step, Maha-Metro shall short-list qualified bidders (the "**Qualified Bidders**") based on the eligibility criteria.
- iv. ***Financial Bids of only Qualified Bidders shall be opened and evaluated for identification of the Successful Bidder.***
- v. In the event of two or more Bidders quote the same License Fees per sq.ft. per month, for the respective metro reaches (the "**Tie Bidders**"), Maha-Metro shall identify the Successful Bidder based on the turnover of the Bidder. The Bidder whose Turnover is more shall be termed as Highest Bidder.
- vi. Generally, the Successful Bidder shall be the Highest Bidder. The remaining Bidders shall be kept in reserve. In the event if the Bid submitted by Highest Bidder is withdrawn or is not selected for any reason, the remaining bidders may be invited to match the Bid submitted by the Highest Bidder.
- vii. In the event if none of the other Bidders match the Bid of the highest bidder, Maha-Metro may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

5.24. Communication of Award

- (a) After the selection, a Letter of Award (the "**LOA**") shall be issued by Maha-Metro to the Successful Bidder.
- (b) The LOA will constitute the contract between the Successful Bidder and Maha-Metro for fulfilling the requirements specified in the LOA by the Successful Bidder prior to execution of the License Agreement. Notwithstanding anything contained in the LOA and the Bidding Documents, the rights of the Successful Bidder/Successful Bidder as specified in License Agreement shall not become effective until the License Agreement has been executed by the

Successful Bidder and Maha-Metro and conditions precedent, if any, has been fulfilled by Successful Bidder.

5.25. Execution of License Agreement

- (a) The Successful Bidder shall be required to appear in person at the office of Maha-Metro or concerned Officer In Charge for this Project, as the case may be, or if the Bidder is a firm, a duly authorized representative shall so appear and execute the License Agreement within 15 (Fifteen) days of issuance of the conditions precedent after fulfilling following conditions -
 - i. Payment of License Fees for the 06 months tenure.
 - ii. Submission of Performance Guarantee equivalent to the Annual License Fees payable for the 5th year.
 - iii. Submission of appropriate value Stamp paper for signing of agreement.
 - iv. Payment of stamp duty charges
- (b) The License Agreement, in terms of the Bidding Document, shall be executed in single copy. The Original duly registered License Agreement will be retained by Maha-Metro and the colour copy of the agreement shall be handed over to the Successful Bidder for further reference. The License Agreement is required to be executed by the Bidder as per specimen specified in Volume - II of this Bid Document.
- (c) The stamp duty and registration fees for the License Agreement, if required under Applicable Laws, shall be borne, and paid by the Successful Bidder.
- (d) In case of delay in signing the License Agreement either on account of delay in fulfilling the above conditions within the specified time limit or otherwise, Maha-Metro may extend the period specified above, for a maximum period cumulatively not exceeding 90 (Ninety) days from the LOA.
- (e) Failure to fulfil any of the conditions specified hereinabove shall constitute a breach of the contract submitted by the Bidder in which case the full value of the Bid Security shall stand forfeited without prejudice to any other rights or remedies & the LOA shall be treated as cancelled.
- (f) In the event the Successful Bidder refuses to execute the License Agreement as hereinabove provided, Maha-Metro may at its sole discretion, conclude that such Bidder has abandoned the contract and thereupon its Bid, LOA and acceptance thereof shall be treated as cancelled and Maha-Metro shall be entitled to forfeit the full amount of the Bid Security and/or Performance Guarantee or any other payments made by the Successful Bidder, as damages for such default.
- (g) Schedule of Various Stages: The Successful Bidder shall have to follow the following timelines:

Stage of Activity	Time Period
Issuance of Letter of Award form Maha-Metro	Within 15 days of acceptance of proposal from the Maha-Metro.
Payment of half yearly Licence Fees to MAHA-METRO by Successful Bidder.	Within 30 days from acceptance of Letter of Award by Maha-Metro, amount equivalent to 06 months License Fees
Submission of Performance Guarantee to MAHA-METRO	Amount equivalent to 5 th Year Annual License Fees, to be submitted within 30 days from acceptance of Letter of Award by the Successful Bidder.

Stage of Activity	Time Period
Signing of License Agreement	Within 15 days of fulfilment of conditions precedent for signing of license agreement.
Submission of Execution Plan as per the scope of work	upto 15 Days signing of License Agreement.
Licensing space(s) to be handed over to Successful Bidder.	Within 07 days of signing of License Agreement.
Commencement of License Agreement	From the date of signing of License Agreement.
Fitment Period	Shall commence from the date of handing over of the premises and shall conclude at the end of 180 days from the date of handover. And on completion of 90 days of rent-free fitment period, the License Fees shall be applicable.

6. FRAUD AND CORRUPT PRACTICES

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, Maha-Metro shall reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be, if it determines that the Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Maha-Metro shall forfeit and appropriate the Bid Security or the Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro towards, inter alia, time, cost and effort of Maha-Metro, without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise.
- 6.2 Without prejudice to the rights of Maha-Metro under Clause 6.1 hereinabove and the rights and remedies which Maha-Metro may have under the LOA or the License Agreement or otherwise, if a Bidder or Successful Bidder, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by Maha-Metro during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 6.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- 6.3.1 **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Maha-Metro who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Maha-Metro, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the License Agreement, who at any time has been or is a legal, financial or technical adviser of Maha-Metro in relation to any matter concerning the Project;
- (a) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

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

7. PRE-BID CONFERENCE

7.1 Pre-Bid conferences of the Bidders shall be convened on **XX/Xx/XXXX** at 11.00 Hours at **Conference Hall, Maharashtra Metro Rail Corporation, Inside Mahatma Phule Museum campus, Ghole Road, Shivajinagar Pune-411005.**

Maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

7.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Maha-Metro. Maha-Metro shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7.3 Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.

7.4 Maha-Metro, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.

7.5 The replies to queries shall be uploaded on website **'<https://mahametrorail.etenders.in>** of Maha-Metro as per the Schedule of Bidding Process along with amendments, if any.

8. MISCELLANEOUS

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

BID FORMS

(On the Letter Head of the Bidder)

Bid Form - I: Covering Letter for the Bid**Bid Document No.:****Dated:**

To,

The ED/Procurement & Contracts**Maharashtra Metro Rail Corporation Limited**

(Pune Metro Rail Project)

The Orion, First Floor, Opp Don Bosco Youth Centre,

Arjun Mansukhani Marg, Koregaon Park Road,

Pune 411 001

Sub: Bid for “ _____ --”

Dear Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for _____.

The Bid is unconditional and unqualified. The Advertisement spaces shall be made available at following Reaches of Pune Metro Rail Project:

Reach	Location Stretch	Pier Nos.	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes
Reach-1	PCMC to Harris Bridge	P 396 to HB-1	6.379	287	144
Reach-2	Vanaz to Deccan Corner	P-4 to P-150	4.002	201	101
Total	Reach-1 & Reach-2		10.381	488	245

1. I/ We acknowledge that Maha-Metro shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Successful Bidder for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Successful Bidder for the aforesaid subject. I/ We shall make available to Maha-Metro any additional information it may find necessary or require supplementing or authenticate the Bid.
3. I/ We acknowledge the right of Maha-Metro to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by Maha-Metro; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Bidding Documents, in respect of any Bid or Bidding Documents issued by or any agreement entered into with Maha-Metro; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by me/us along with the Application in response to the Tender for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that Maha-Metro may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Maha-Metro in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned works and the terms and implementation thereof.
7. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
8. I/ We have studied all the Bidding Documents carefully and also surveyed the Maha-Metro Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Maha-Metro or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
9. I/ We offer due Bid Security to Maha-Metro in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender Document, have been submitted.
10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
11. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
12. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.

13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Successful Bidder under the License Agreement for the License period in accordance with the Agreement.
14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.

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

Yours faithfully

Date:.....

(Signature of the Authorised signatory)

Place:.....

(Name and designation of the Authorized signatory)

(Name and Seal of Bidder)

Note:-

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

Enclosed:-

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

BID FORM - II: Details of Bidder**(To be filled by Bidder)****Tender No.:****Dated:****Sub: Bid for “_____.”**

1. Details
 - a. Full Name of Bidder (in block letters):
 - b. Constitution of Bidder:
 - c. Country of incorporation/ registration/ nationality (whichever is applicable):
 - d. Address of the corporate headquarters and its branch office(s), if any, in India
 - e. Date of incorporation and/ or commencement of business/ date of registration/date of birth:
 - f. Registration Number:
 - g. PAN/TAN Number:
 - h. GST Registration Number:
2. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for Maha-Metro:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) Mobile Number:
 - (g) E-Mail Address:
4. In case of Consortium:
 - (a) The information above (1, 2 & 3) should be provided for all the members of the consortium.
 - (b) Information regarding the role of each member should be provided:

Sr. No.	Name of Consortium Member	Equity Stake (%) in consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			

5. Particulars of the Authorised Signatory of the Bidder:

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

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

Enclosed:-

1. Registration Certificate of Bidder
2. License of Bidder for operations of business.
3. MoA/AoA, Partnership Deed or applicable Document
4. PAN Card of Bidder
5. TAN of Bidder
6. GST Registration Certificate
7. Details of Authorised Signatory (PAN Card, Aadhar Card, DIN Registration (if applicable), etc.)

BID FORM - III: Eligibility of the Bidder

Tender No.:

Dated:

Sub: Bid for “_____.”

(In INR)

Name of Bidder	Turnover of Bidder		
	FY (2019-20)	FY (2020-21)	FY (2021-22)
Turnover of the Year for Lead Member			
Turnover of the Year for Member			
Aggregate Turnover for last three financial years			
Average Annual Turnover for last three financial years			

- Please submit details as applicable. In case of JV/Consortium, each member shall provide the above certificate separately by mentioning its details.

Name of Bidder	Networth of the Bidder
	FY (2021-22)
Networth for Lead Member	
Networth of Other Member	

- Please submit details as applicable. In case of JV/Consortium, each member shall provide the above certificate separately by mentioning its details.

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder)

Certified by Statutory Auditor:

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

(Signature of the Statutory Auditor)
(Name and seal of the Statutory Auditor)

Instructions:

1. The Bidder should provide details of its own Financial Capability as specified in Clause 3.2.1
2. The Bidder shall attach copies of the balance sheets, Profit and Loss Accounts, financial statements for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Bidder.
 - (b) Be certified/audited by a Statutory Auditor/Chartered Accountant.
 - (c) be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
4. In case this Bid Form consists of more than one-page, Statutory Auditor Authorised Signatory shall sign and seal on all pages.

BID FORM - IV: Power of Attorney for signing of Bid*(To be executed on Non-Judicial Stamp Paper of Rs.500 and duly notarized.)***Tender No.:****Dated:****Sub: Bid for “**.....**”***(This Bid Form is to be submitted only by Bidder)*

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

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

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

Date:

Place:

For.....

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

Accepted

Signature of the Attorney

Name of the Attorney

Designation

Address

Witnesses:

1.

2.

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

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

Instructions:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised/consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised/consularised by the Indian Embassy if it carries a conforming Appostille certificate.
4. Strike out whichever is not applicable.

BID FORM – V: Power of Attorney for signing of Bid for Lead Member

(To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.500) and duly notarized.)

Bid Document No.: Dated:

Name of Project: Bid for “” ”

Whereas,,,and..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, and M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with Maha-Metro, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with Maha-Metro.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For Member 1 (Signature, Name & Title)

For Member 2 (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Accepted Notarised

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

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

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date:.....

Instructions:

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

Bid Form VI: Consortium Agreement/Memorandum of Agreement

(Duly Stamped)

(To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.500) and duly notarized.)

This Consortium Agreement/Memorandum of Agreement is executed at on this _____ day of _____, 2020

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

Whereas Maharashtra Metro Rail Corporation Limited (hereinafter referred to as 'Maha-Metro') has invited Tenders to _____ and whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this Maha-Metro's tender.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by Maha-Metro for the tender.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with Maha-Metro and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.
4. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member M/s _____ shall have _____ per cent (____%) of shareholding with reference to the Consortium for this specified project.

(ii) The Participant Member M/s _____ shall have ____ (____%) of shareholding with reference to the Consortium for this specified project.

5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as shareholders to the extent of their respective shareholding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.

6. That in case to meet the requirements of tender or any other stipulations of Maha-Metro, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of Maha-Metro.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)

Authorized Signatory

(_____)

For (Name of company)

2. (_____)

Authorized Signatory

(_____)

For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

(i) Execution of the Consortium Agreement, and

(ii) Appointing the authorized signatory for such purpose.

Bid Form - VII: Affidavit

(To be given on Stamp Paper of Rs. 500 and duly Notarised)

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

1. I say that I am the authorised signatory of(insert name of company/Bidder) (hereinafter referred to as "Bidder") and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our eligibility for Maharashtra Metro Rail Corporations' (hereinafter referred to as "Maha-Metro") Tender Document for "....." and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by Maha-Metro to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by Maha-Metro.
4. I say that if any point of time including the License period, in case Maha-Metro requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of Maha-Metro within time stipulated by them.
5. I say that we do hereby undertake that as on date of Tender submission that neither Maha-Metro/MOUD/Maharashtra Govt. has banned business with the bidder (any member in case of JV) nor any Central/State Government Department/PSU/Other Government entity or local body have banned business with the bidder (any member in case of JV) which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce)"
6. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Tender Document shall entitle us to be disqualified from the Tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
7. I state that all the terms and conditions of the Tender Document have been duly complied with.
8. 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.

9. 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.
10. We do hereby undertake & confirm that Maha-Metro/ any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission. Also any work executed by us or any member in case of a consortium has either individually or as member in a JV/Consortium, not been rescinded/terminated by Maha-Metro after award of contract to us during the last 05 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, Maha-Metro shall have the right to cancel the allotment/license and forfeit all payments made by the Successful Bidder including the Performance Guarantee after adjustment of all dues payable by the Successful Bidder.

DEPONENT

VERIFICATION:-

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

Verified at, on this day of....., 2022.

DEPONENT

Bid Form - VIII: Undertaking for Downloaded Tender Document

On Letterhead of Bidder

Tender No.:

Dated:

Name of Project: Bid for “ _____-.”

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

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

Company Seal:

BID FORM – X: Format for Checklist

Tender No.:

Dated:

Name of Project: Bid for “_____.”

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

S. No.	Item	Checked by Bidder	Remarks of Maha-Metro
TECHNICAL ENVELOPE			
1	Bid Security		Shall be paid online on E-tender portal
2	Bid Document Fee or receipt thereof		Shall be paid online on E-tender portal
1	Bid Form - I: Covering Letter for The Bid		
2	BID FORM - II: Details of Bidder		
2a.	Registration Certificate of Bidder /Each Member in case of Consortium		
2b.	PAN Card of Bidder /Each Member in case of Consortium		
2c.	TAN of Bidder /Each Member in case of Consortium		
2d.	License/Gumasta/Each Member in case of Consortium		
2e.	MoA/AoA/ Partnership Deed/ Proprietorship documents of Bidder /Each Member in case of Consortium		
3	BID FORM - III: Eligibility of The Bidder		
3a.	Duly supported by Certificate from the Statutory Auditor/Each Member in case of Consortium		
3b.	Financial Documents such as Balance Sheet and Profit and Loss Account for last three financial years of the Bidder/ /Each Member in case of Consortium		
3c.	ITRs for last three financial years.		
4	BID FORM - IV: Power of Attorney for Signing of Bid		
	Board Resolution/Partners Resolution		
	BID FORM - V: Power of Attorney in favour of Lead Member for Signing of Bid		
	Board Resolution/Partners Resolution		
	Bid Form VI: Consortium Agreement/Memorandum of Agreement		
7	Bid Form - VII: Affidavit		
8	Bid Form - VIII: Undertaking for Downloaded Tender Document		
9	Bid Form - IX: Deleted.		
9	Bid Form– X: Format for Checklist		
10	Additional Documents		

NOTE:

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

Yours faithfully,

Date

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

Bid Form - XI: Format for Financial Bid

Tender No.:

Dated:

To,

The ED/Procurement & Contracts**Maharashtra Metro Rail Corporation Limited**

(Pune Metro Rail Project)

The Orion, First Floor, Opp Don Bosco Youth Centre,

Arjun Mansukhani Marg, Koregaon Park Road,

Pune 411 001

Subject: Financial Bid for “_____.”

I/We hereby submit our Financial Bid for undertaking the work of _____.

I/ We hereby offer to take up on the advertisement rights as per license fees in accordance with table mentioned below –

A. Quoted License Fees for advertisement rights for First Year

Sr. No.	Reach	Location	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes	Estimated Advertisement Area permitted in the Reach (Area in Sqft)	License fees/ Sq ft/ Month in INR (Excl. GST)	Annual License fees (F) x (G) x 12 in INR (Excl. GST)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	Reach – 1	PCMC to Harris Bridge	287	144	27,648		
2	Reach – 2	Vanaz to Deccan Corner	201	101	19,392		
3	Total Annual License Fees (in figures)						
4	Total Annual License Fees (in words)						

Note: The advertisements shall be in accordance with the factors as mentioned in **Annexure – 2: Factors Governing Selection of Permissible Advertisements.**

- (a) I/We shall pay to Maha-Metro a License fees as quoted above along with applicable taxes/GST for the specified Space payable at half yearly basis for operating at the Licensed Premises for a period of nine years from the date of handover of the advertisement spaces or the date

mentioned in letter/notice for handing over possession as and when the same is communicated by Maha-Metro to do so.

- (b) I/we shall undertake soil filling, plantation, plumbing and mechanical works on the medians on Reach-1 and Reach-2 along with Procurement and plantation of shrubs, plants, landscaping etc. for the purpose of median beautification as per the instructions of Maha-Metro;
- (c) I/we shall undertake the work of design, supply, installation of the advertising panels along with its operation & maintenance for the License Period as per the terms and conditions of the tender documents.
- (d) The recurring payments in item (a) shall be escalated by 10% every year on compounding basis for the entire of license period.
- (e) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.
- (f) The electricity & water charges shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality.
- (g) All statutory taxes, local levies, statutory dues, stamp duty etc. except property tax, as applicable from time to time shall be levied additionally.
- (h) The applicable Advertisement Taxes/ Fees and charges as levied by local bodies/civic agency (i.e. PMC/PCMC/ etc.) on the advertisement areas as applicable from time to time shall be borne by the Successful Bidder separately.

I/We shall submit the Performance Guarantee (amount equivalent to Annual License Fees for fifth year) as requested within 30 days of date of the LOA along with the advance license fee for first half year of license period, including all other charges and shall sign the License Agreement, on a convenient date, which may be decided and intimated by Maha-Metro (within 15 working days of submission of the Performance Guarantee and advance License Fee for 1st half year).

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 advertisement space, as and when the same is communicated by Maha-Metro to do so, failure in taking possession shall amount to deemed hand over and License fee and other dues shall commence immediately after expiry of the rent-free fitment period of 60 days from the date of handing over the advertisement space(s).

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

The License fee will be charged on the Total advertisement area.

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

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

Signatory/Authorized signatory

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

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____

Annexures

Annexure – 1: Details of Advertisement Space and Median Beautification

Scope of work for Median Beautification in Reach-1 &2 of PMRP

The scope of work shall include but not be limited to the following:

- a) Soil filling including filling up the median spaces with a mix of garden soil & farmyard manure in the ratio of 70:30 or suitable including loading & transportation charges, labour charges etc. all complete at the Site. The soil filling shall be done such that the median of width approx. 2 m and height 1 m is filled entirely. The Bidder shall be allowed to install credit sign boards of 6 sqft area to acknowledge the association with a particular entity that has sponsored the horticulture development in the spans.
- b) Carry out the work of green wall or vertical garden including providing & installation of multicavity bio wall system with multi cavity, each cavity not less than 60 Cubic Inch in space, with dedicated water reservoir, securely hung on the 3 Fold GI section, moisture blanket, provision to screw modules securely to take any wind velocity or vibrations, planted with approved vegetation suitable for climatic, micro-climatic conditions including shade path, supported with drip irrigation system along with vertical support members and GI horizontal support sections and supply & fixing of PVC drain trays etc. of approx. length of 5 meters starting from above the boom barrier on the following piers on all sides:

Reach	Pier Nos. considered for vertical gardens
Reach-1	P376, PC 10, NP-P4, Np-P8, P226, P224
Reach-2	CP7, CP8, VA10, P21, P82, P83, NS1, P139, P147, P148

The Bidder shall not be allowed to fabricate or install any structure or undertake any advertisements on the piers proposed herein for carrying out the subject work. However, the Bidder shall be allowed to install credit sign boards of 4 sqft area to acknowledge the association with a particular entity that has sponsored installation of the vertical gardens.

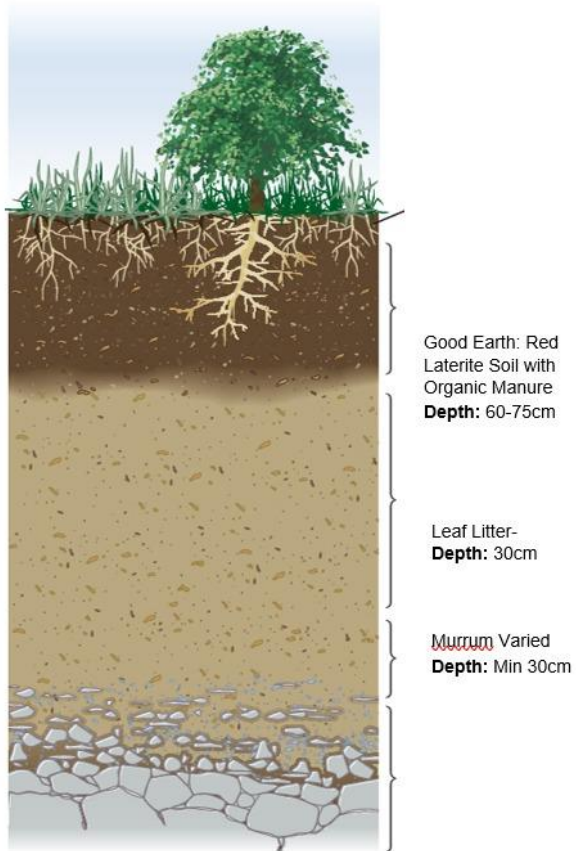
- c) Carry out electrical and mechanical works at site including supply & installation of electric cables (3.5 core, 400 sqmm AI conductors or suitable required for pumping and lighting works along the median and for the vertical garden wherever necessary.
Installation of pumps, drip irrigation system for regular watering of the shrubs and in the vertical garden piers wherever necessary.
- d) Carrying out horticulture works including Supply & plantation of shrubs as approved by Maha-Metro. The overall design, schematic, layout, plant varieties etc. shall be proposed by the Bidder and shall be approved by Maha-Metro prior to execution. Plantation shall be carried out as per the specifications provided in atleast 5 rows at a distance of 1.50 ft distance across the breadth of the span and covering across the length of the span or should uniformly cover the entire bed of the span, rolling with manual roller for compaction and facilitating rooting and maintaining for the initial development period of one month on completion of above, by following cultural practices for weeding, basin making, watering,

- application of plant protection measures by carrying out sprays of insecticides/ pesticides as and when required including replacement of mortalities if any complete as directed by the Competent Authority of Maha-Metro.
- e) Maintenance of the median plantation and vertical gardens in good and working condition including watering, manuring, pruning etc. to ensure maximum safety to road commuters for the License Period.
 - f) Securing approvals from the civic agency including Pune Municipal Corporation (PMC)/ Pimpri Chinchwad Municipal Corporation (PCMC), Traffic Department, Police Department, MSEDCL etc. for execution of the subject work as per the scope of work provided herein.
 - g) Securing electricity supply connection including all capital expenditures, permits, charges etc. thereof from MSEDCL/civic agencies or concerned government authorities as applicable.
 - h) Maha-Metro shall provide the water supply connection through existing sources in Reach-2 whereas for Reach-1, the Bidder shall have to secure water supply connections by liaisoning with the concerned civic agencies. However, if the source of water supply to be provided by Maha-Metro dries up, the Bidder shall be responsible to arrange the source of water supply at their own cost.
 - i) Design, Procurement, installation, operation & maintenance of advertisement panels as per the design specifications of Maha-Metro and as per the prevailing guidelines and regulations in the spans to be used for advertisement purposes only as per the specifications of Maha-Metro.
The Bidder shall be allowed to install/erect two advertisement panels (both side display) on every alternate span on median of Road between Piers of Reach-1 & Reach-02. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height) which will be two way displays (back-to-back) and maximum 2 number of advertisement panels per span shall be allowed.
 - j) Operation and maintenance including electricity expenses, water charges etc. for the License Period for all the spans being utilized for the advertisement panels as well as the spans having only horticulture development.

Brief details of advertisement spaces available are as follows:

Table No. 1: Details of Advertisement Spaces

Reach	Location Stretch	From / to Pier No.	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes	Approx. Advertisement Area in sq ft
Reach-1	PCMC to Harris Bridge	P 396 to HB-1	6.379	287	144	27,648
Reach-2	Vanaz to Deccan Corner	P-4 to P-150	4.002	201	101	19,392
Total	Reach-1 & Reach-2		10.381	488	245	47,040

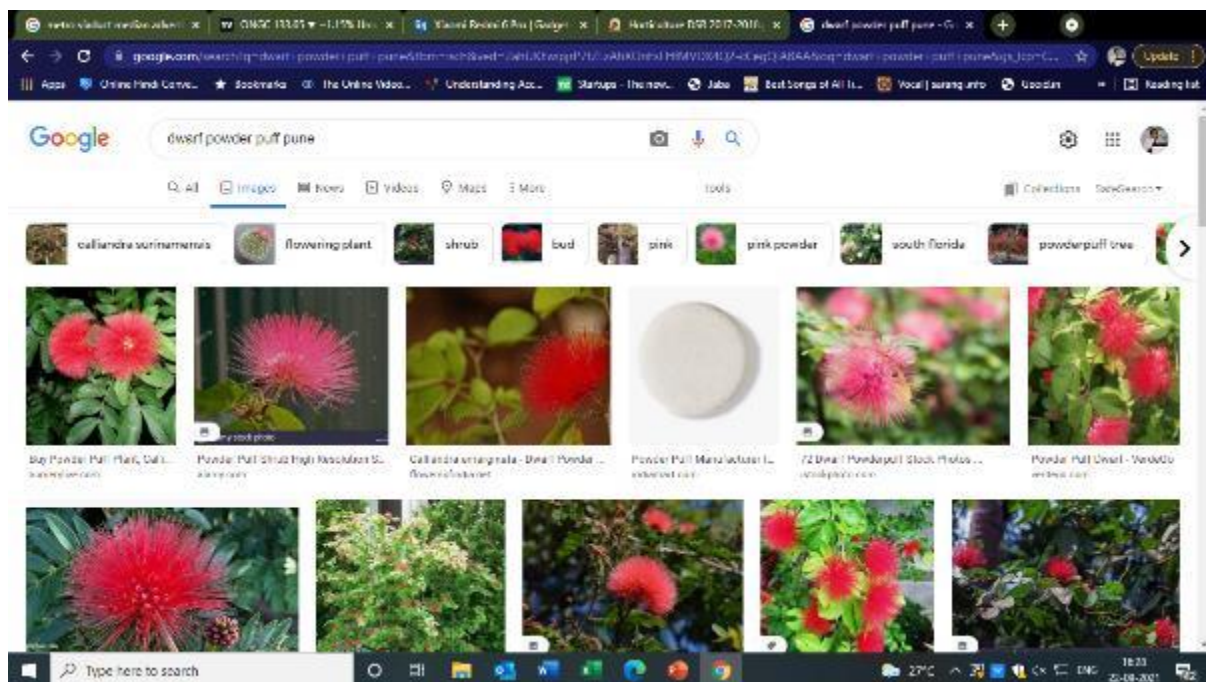


Ornamental Plant Species Suitable for Plantation in Median Beautification

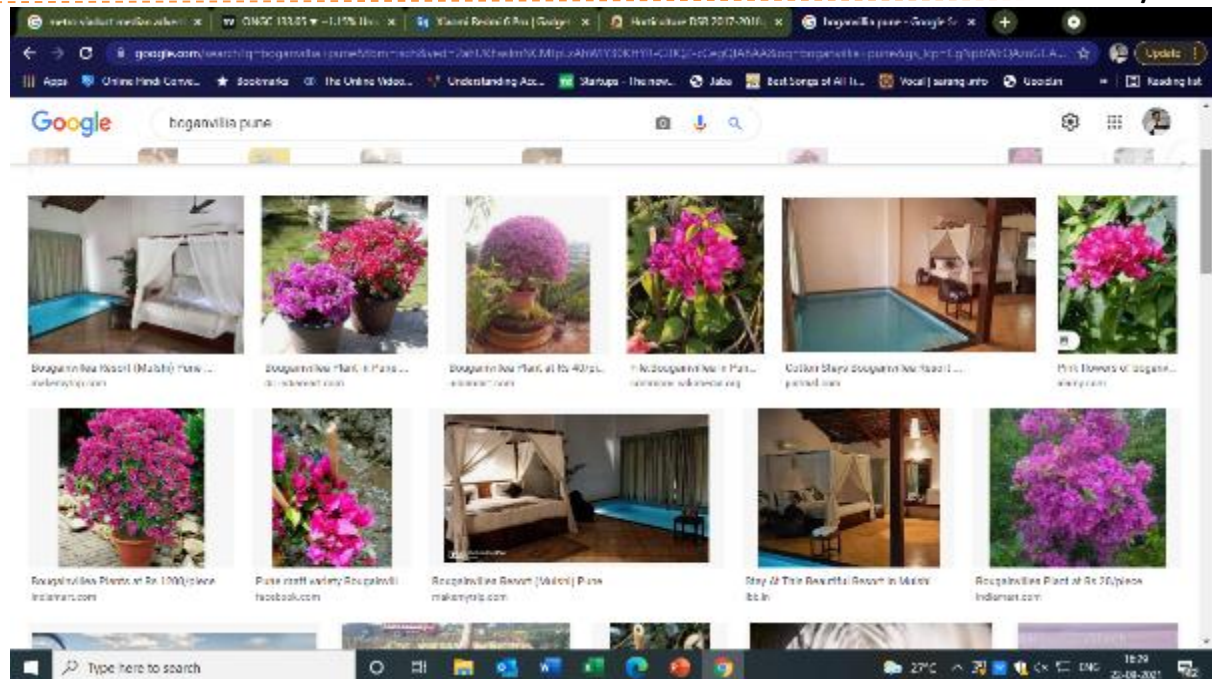
1	Vilayati Chinch
2	Dwarf Powder Puff (Caliantra)
3	Bogainvillia (Compact)
4	Euphorbia (Cleredendron)
5	Kanher (Dwarf)
6	Tagar
7	Raphins Palm
8	Koenel
9	Bamboo Varieties- Ornamental (Yellow) bamboo, Buddha Bamboo
10	Aareka Palm
11	Oranamental agave (Varigated & Green)
12	Adulsa
13	Lemon Grass
14	Ocimum tenuiflorum (Tulas)
15	Ficus Species
16	Chinese bamboo/ bamboo grass
17	Fan Palm
18	Table Palm
19	Dracaena
20	Philodendron
21	Snake Plant
22	Pothos
23	Spider Plant
24	Umbrella tree- plain green & Varigated

du...
C.R.V. JAZZAP
MANAGER [HORTICULTURE]
MAHA METRO PUNE.

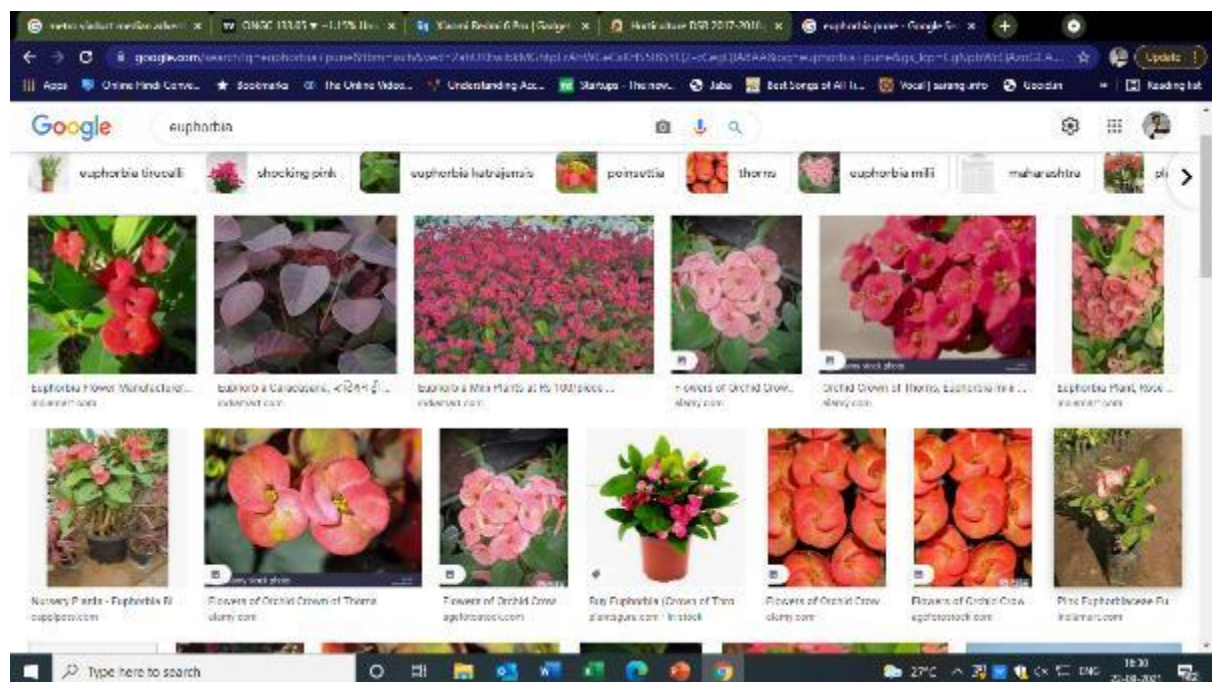
A. Dwarf powder puff



B. Bogainvillia



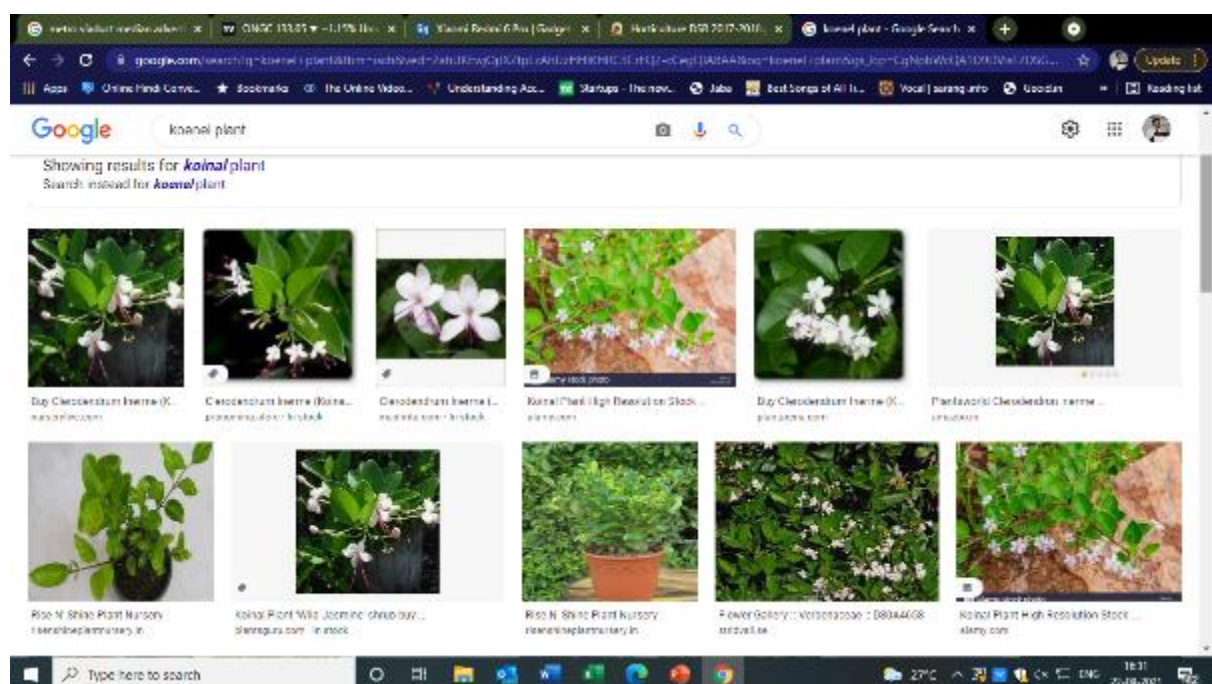
C. Euphorbia



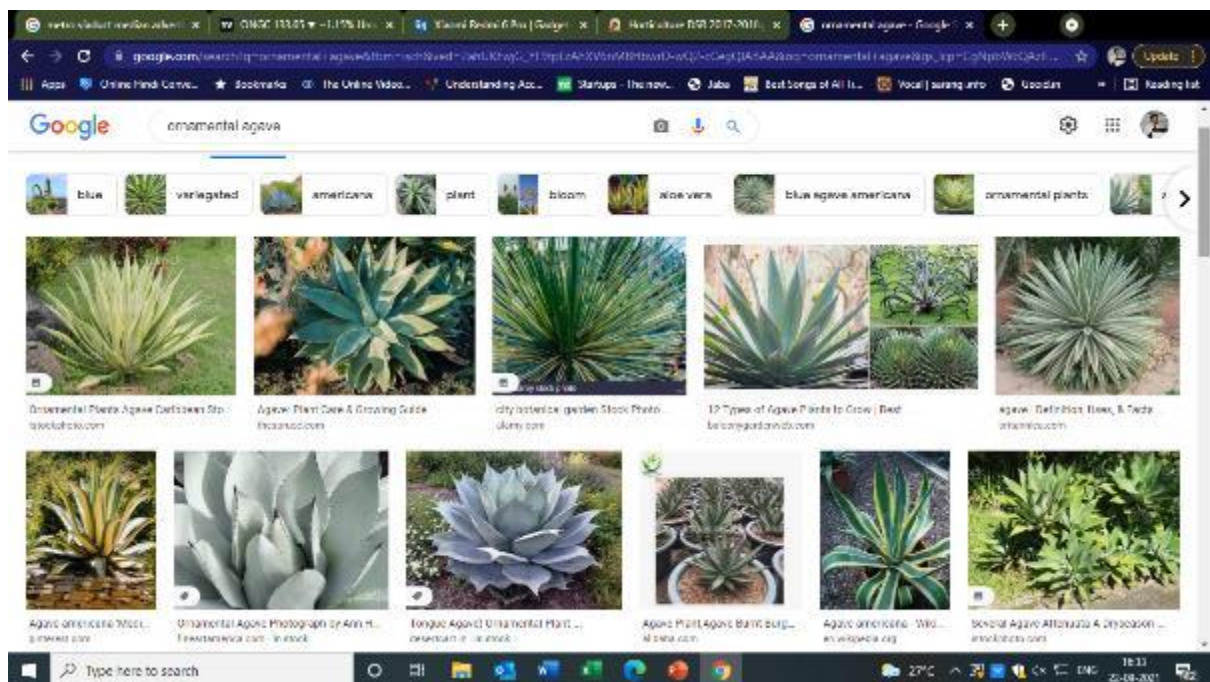
D. Raphins Palm



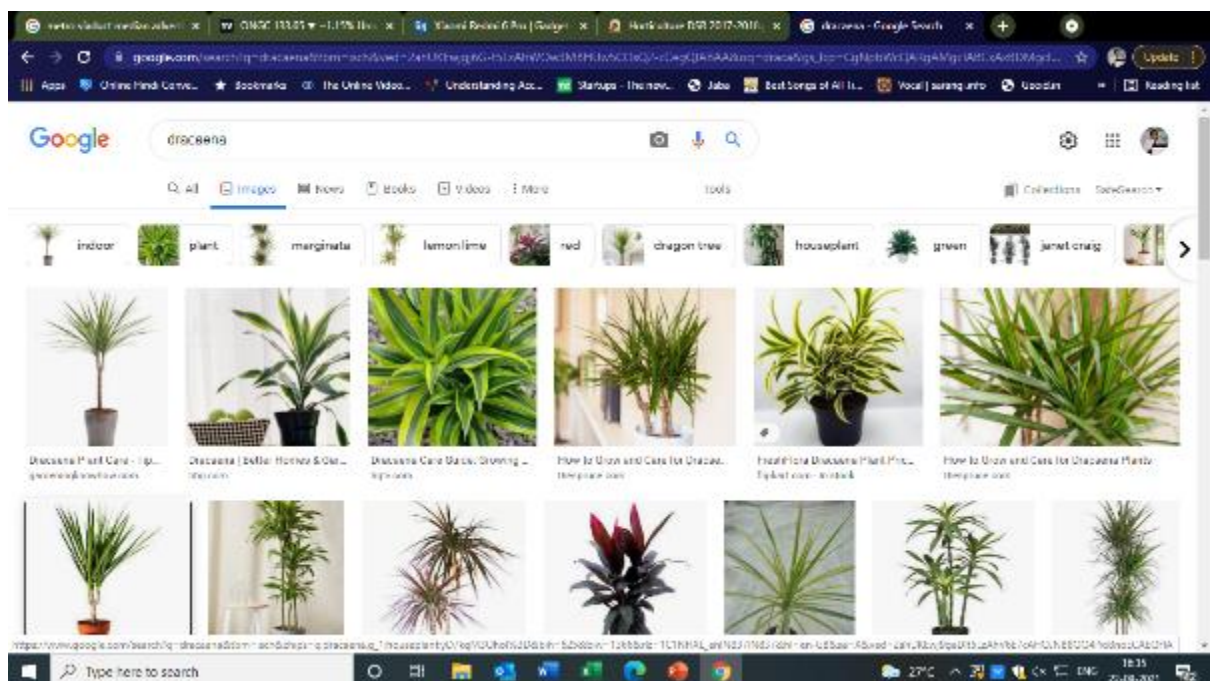
E. Koel



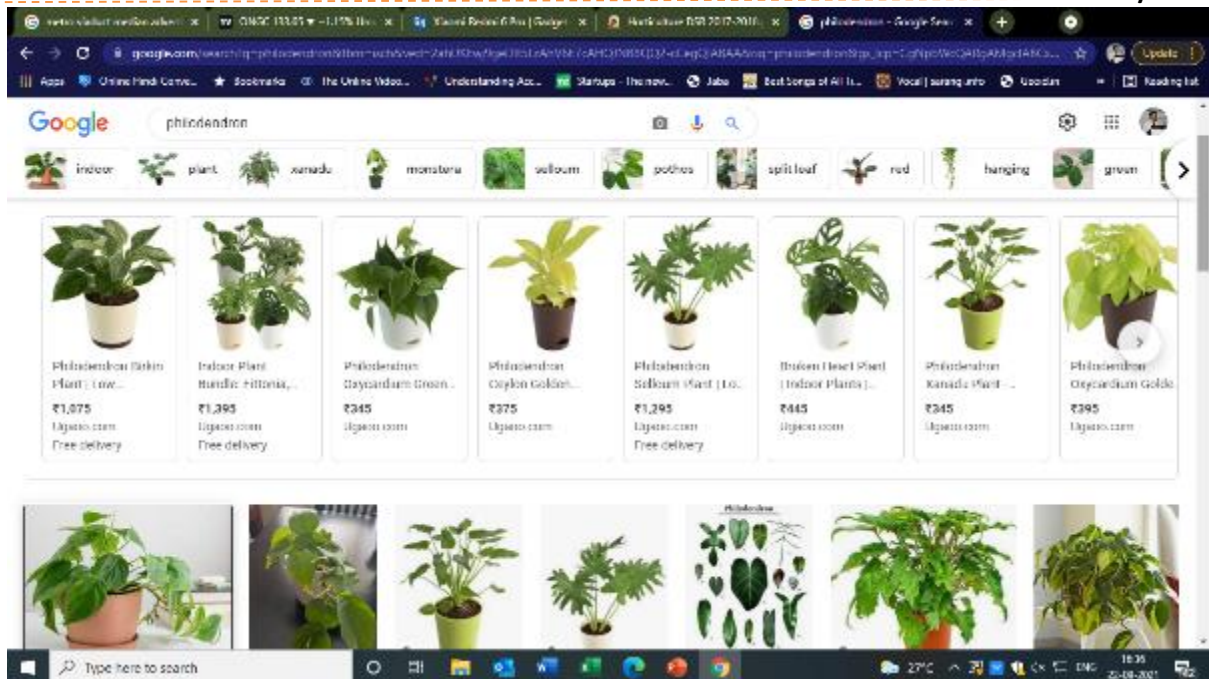
F. Ornamental agave



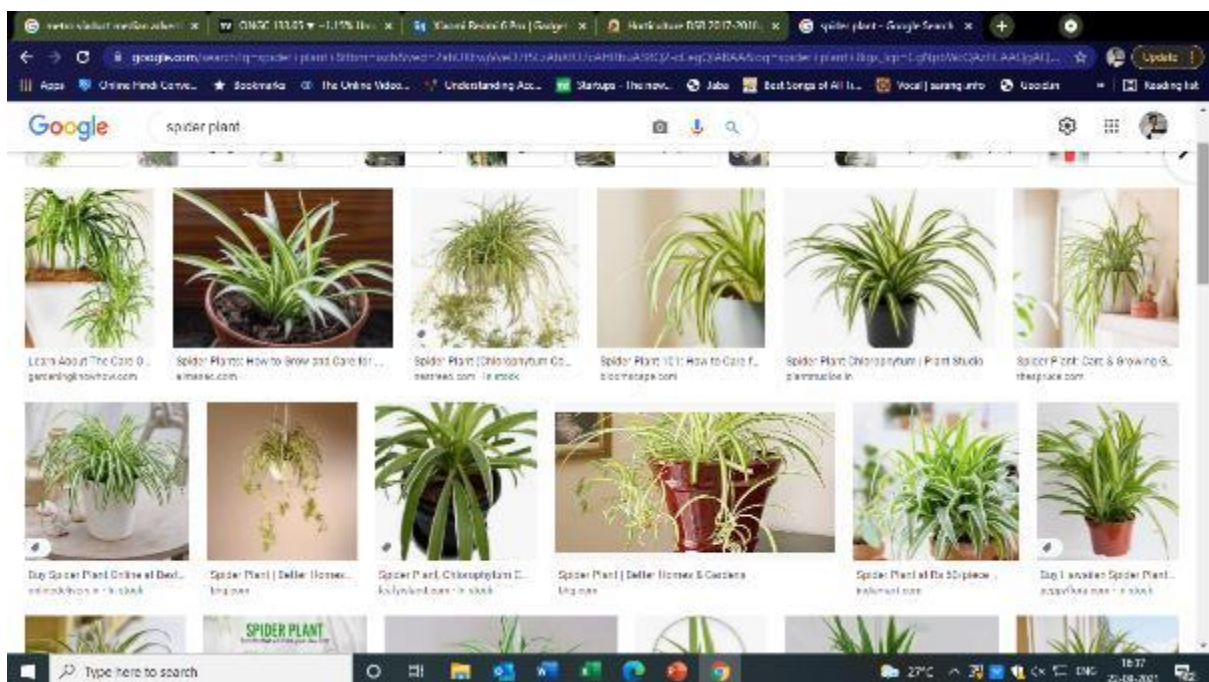
G. Dracanea



H. Philodendron

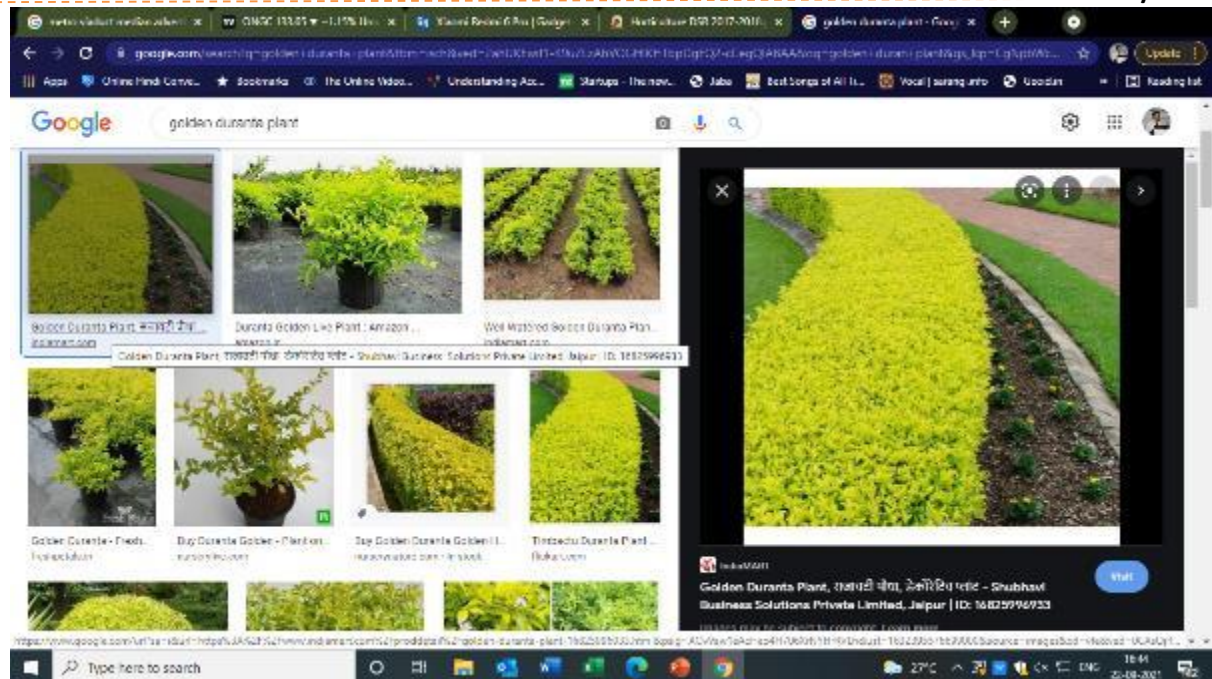


I. Spider plant

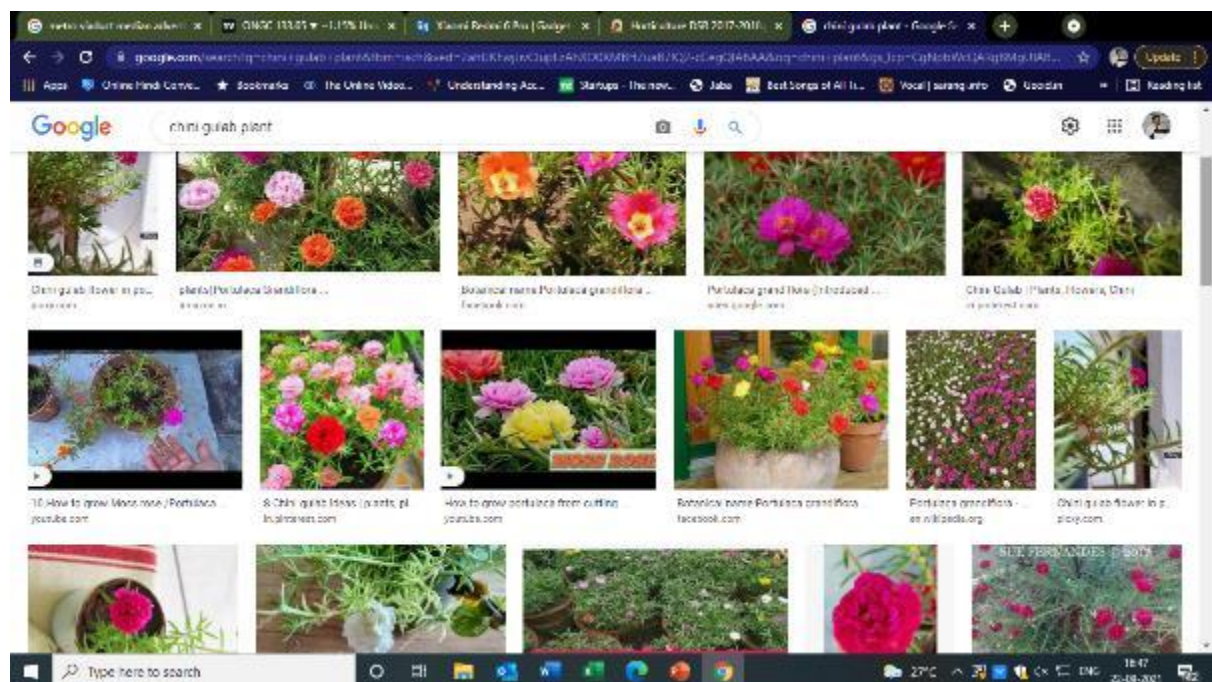


J. Lantana Plant

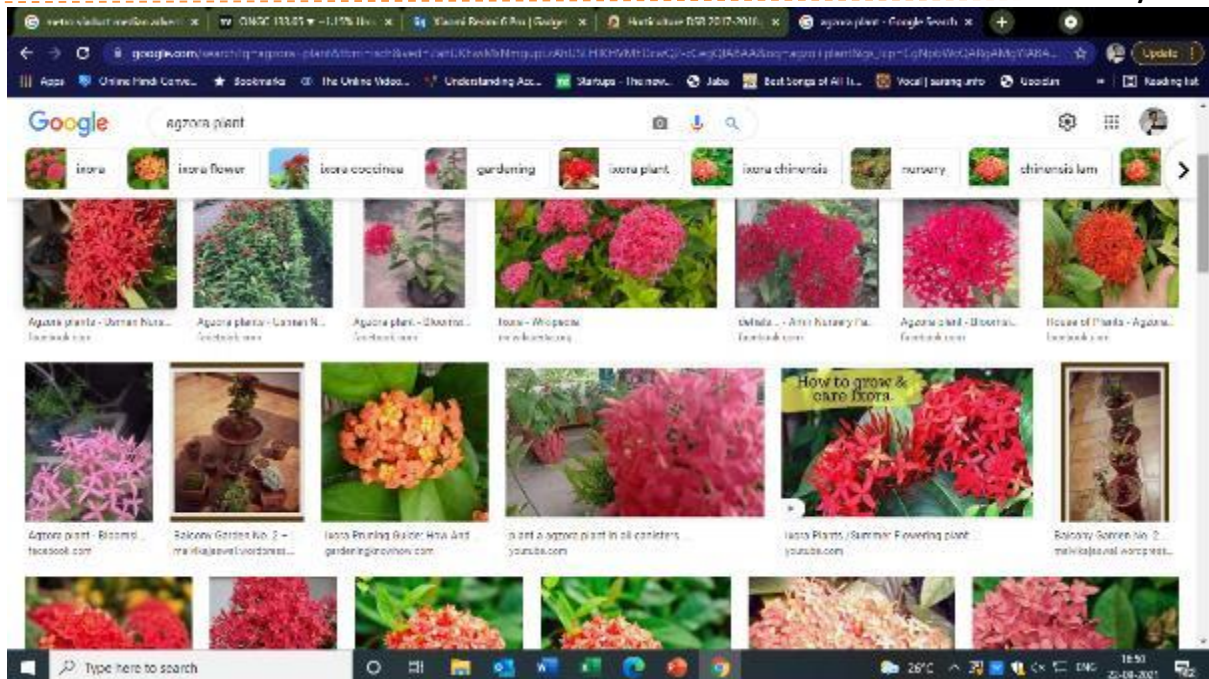




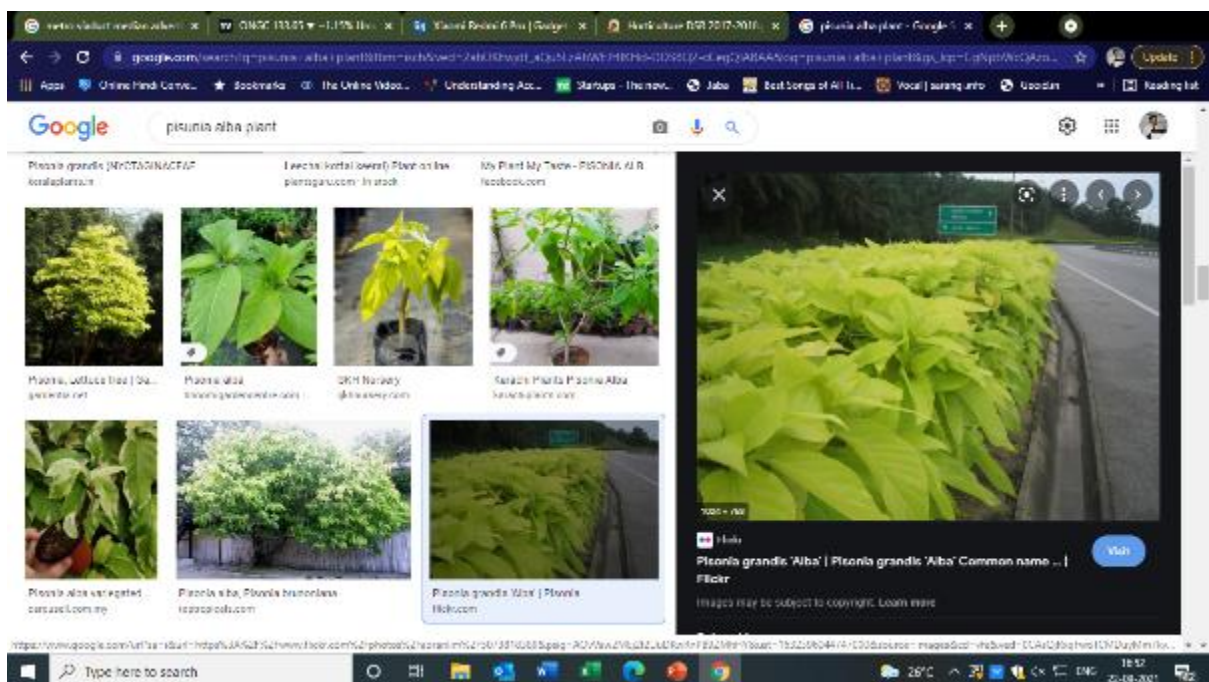
M. Chini Gulab



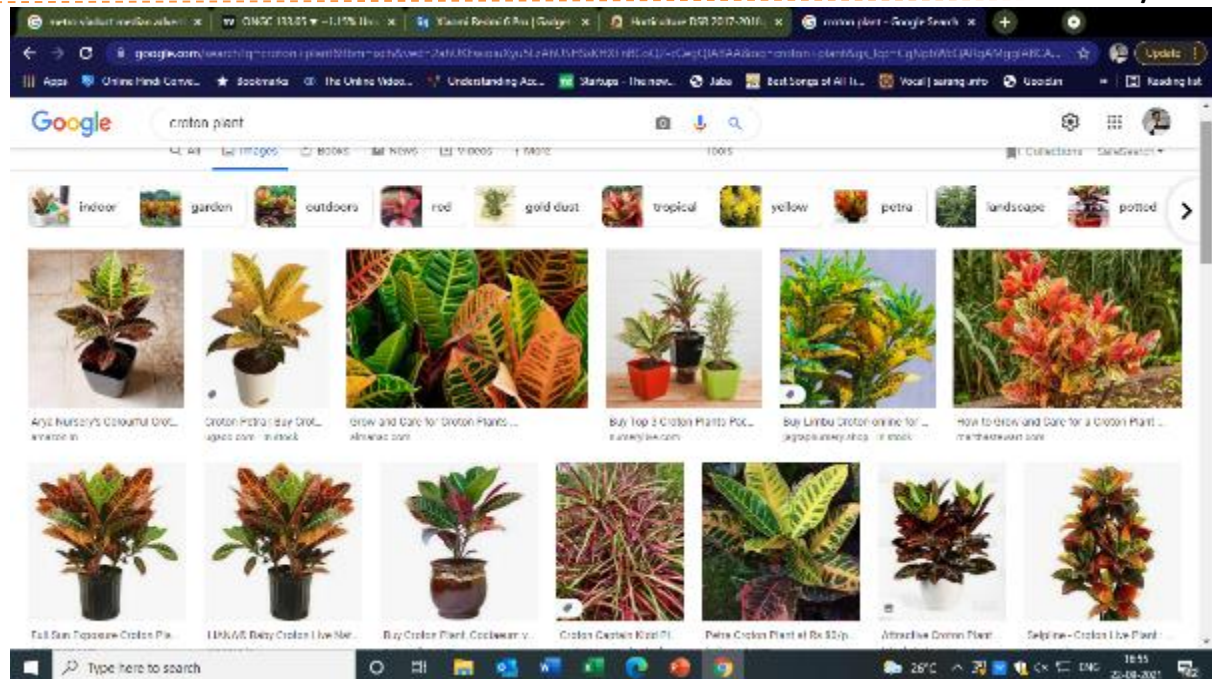
N. Agzora Plant



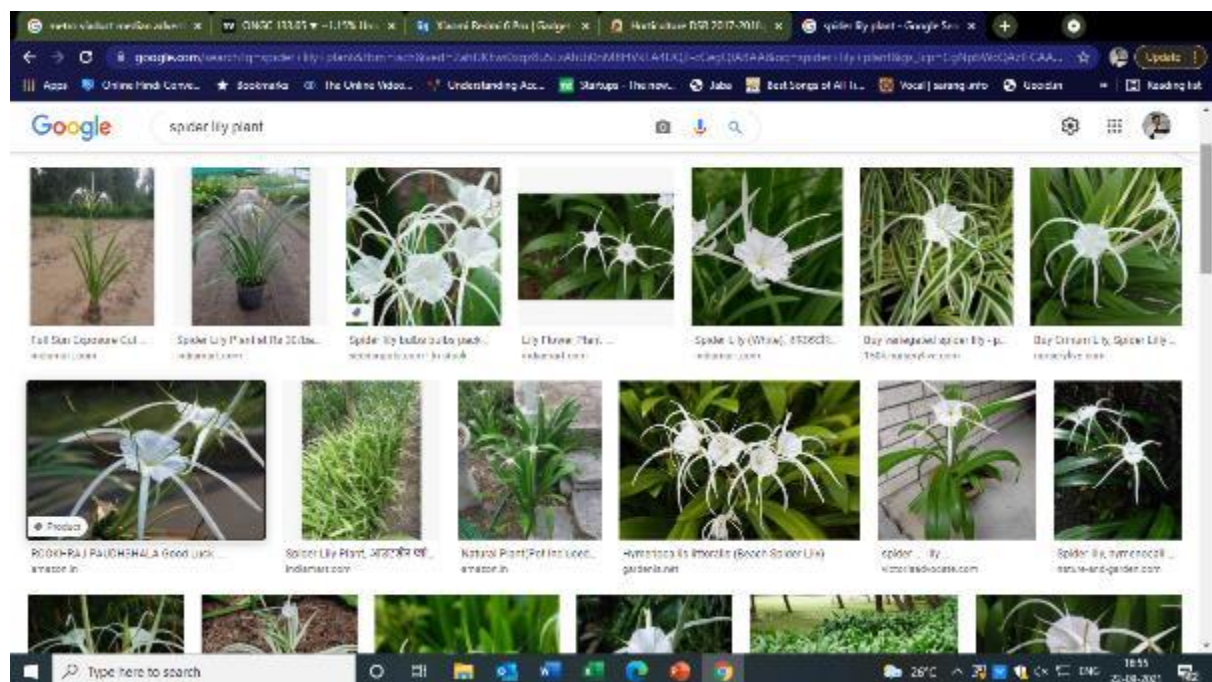
O. Pisonia Alba



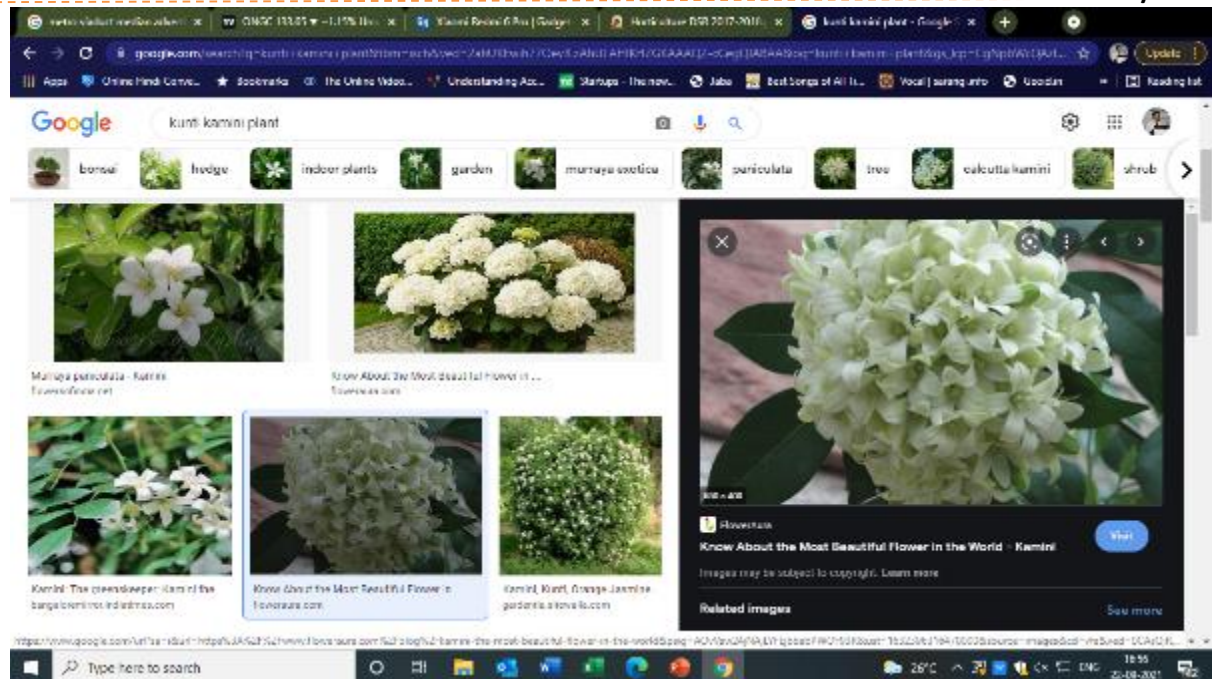
P. Croton



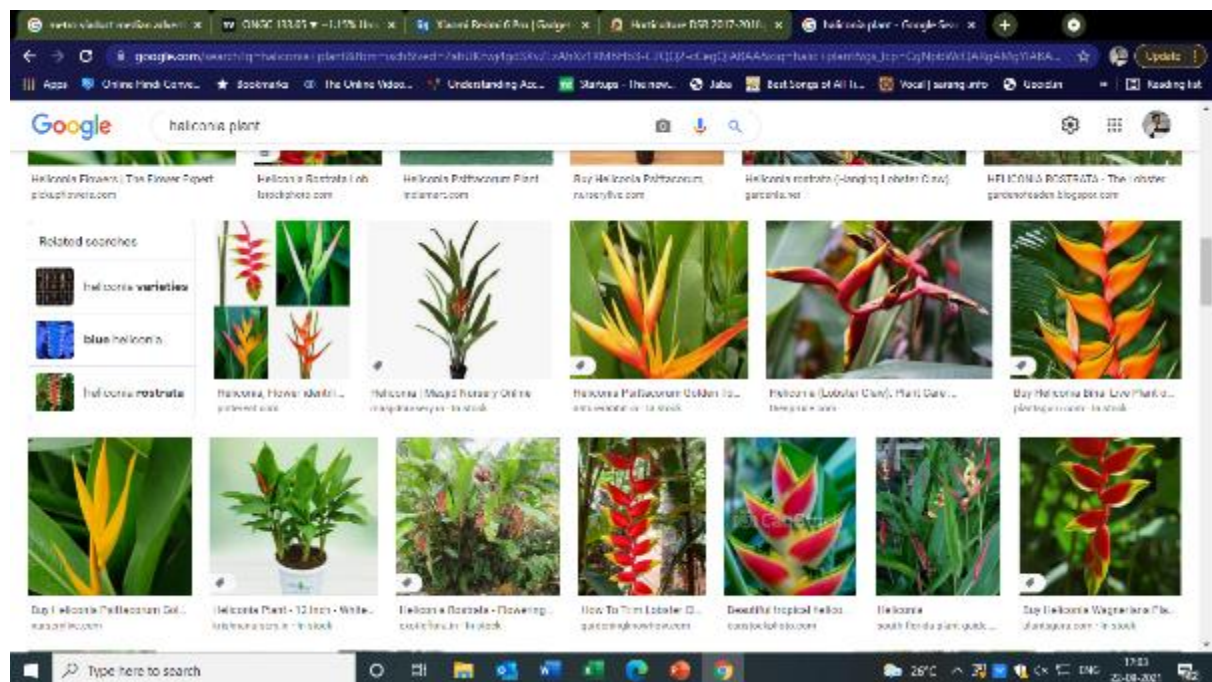
Q. Spider Lily



R. Kunti Kamini



S. Haleconia



A. Maintenance of the Horticulture Spaces

Maintenance of the specified horticulture space in all respects in good condition such as weeding, cleaning, watering, cutting, gap filling, manuring, cutting and composting, preparation of bed plantation, trees, shrubs, ground cover etc. for the License Period. Further, utmost care should be taken in maintenance of the horticulture spaces for the License Period including pruning, trimming, watering etc. The maintenance aspect shall include but not be limited to the following:

- a) Fencing of suitable sizes shall be erected wherever necessary to ensure protection of the passerbys.
- b) Pruning of branches/ overflowing the carriage ways shall be done periodically to ensure safety of in-transit passerbys.

- c) Regular manuring shall be carried out through a mixture of fertilizers containing nitrogen, potassium, potash etc.
- d) Careful maintenance of plant material consists of removing parasites, removing unhealthy branches, pruning, removing dead or dangerous plants and manuring from time to time. Constant watch and supervision shall be necessary.
- e) Regular participation of citizen forums may be ensured from time to time including awareness activities necessary to ensure participation of citizens in maintenance of the same.

B. Design, supply, fabrication, installation operation & maintenance of advertising spaces as per the terms and conditions of the tender documents and as per the business plan of the Bidder.

Note:

1. The offered area is the display area of the advertising media and excluding area of panels, fixtures, etc.
2. Successful Bidder shall not have any claim for compensation or damages, revision/reduction in License fee, in case of delay in commissioning of advertisement spaces.
3. Successful Bidder is to be charged for the total advertisement area handed over by Maha-Metro.
4. Jurisdiction of the advertisement spaces shall be decided by Maha-Metro.

Annexure – 2: Factors Governing Selection of Permissible Advertisements

The Successful Bidder shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized Maha-Metro representative on the same:

- a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The advertisement will have no objectionable and indecent portrays of people, products, or any terms.
- c) The use of Maha-Metro name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting and Local Administration.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, and other Authorities shall be permitted. However, no advertisement of any political party, person shall be permitted. No advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
- g) Any type of audio / video advertisement shall not be allowed.

ii) **Negative list of Advertisements:** The Successful Bidder shall take into account that the following types of advertisements are strictly prohibited:

- Nudity
- Racial advertisements or advertisements propagating caste, community or ethnic differences.
- Advertisements of drugs, alcohol, cigarette, or tobacco items.
- Advertisement propagating exploitation of women or child.
- Advertisements having sexual overtone.
- Advertisements depicting cruelty to animals.
- Advertisements depicting any nation or institution in poor light.
- Advertisements banned by the Advertising Council of India or by Law.
- Advertisements glorifying violence.
- Advertisements of destructive devices and explosives depicting items.
- Advertisements of Weapons and related items (such as firearms, firearm parts and magazines, ammunitions, etc.)
- Lottery tickets, sweepstakes entries and slot machines related Advertisements.
- Advertisement which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.
- Advertisements which may be obscene or contain pornography or contain an "indecent representation of women".
- Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986
- Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860; or
- Any other items considered inappropriate by the Maha-Metro.

Annexure – 3: Tentative Images showing Advertisement Boards

Tentative Location of the Advertisement Panel in Alternate Spans (Indicative)

Tentative Location of Green Wall Areas (Indicative)

Annexure - 4: Tool Kit for using E-Tender**(Tool Kit for using E-Tender Portal of Maha-Metro)****TENDERING PROCEDURE****A] Tender Forms.**

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

B] Pre-requisites to participate in the Tenders processed by Maha-Metro:**i. Enrolment of Contractors on Electronic Tendering System:**

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

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

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

ii. Obtaining a Digital Certificate:

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

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Preparation of online Briefcase:

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

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

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

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice (NIT) along with the Time Schedule (Key Dates) for all the Live Tenders released by Maha-Metro and Eligibility Criteria (EQ) on the home page of Maha-Metro e-Tendering Portal on <https://mahametrorail.etenders.in> under the section Online Tenders. Viewing & downloading the NIT & EQ is free of cost.

iii. Download of Tender Documents:

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

iv. Online Submission of Bid:

- a. The Bid Security shall be paid for each Reach separately. Bidders are advised to refer the Instruction to Tenderers and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash component Payment of EMD, which bidder has to pay online using any one online pay mode as RTGS, NEFT, Debit Card, Credit Card & Net Banking through payment gateway of E-Tender Portal. For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid.*
- d. Bidders have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- f. For submission of Tender Document and Corrigendum, Tick (v) Submission Process has been enabled in Technical section of E-Tender Portal of Maha-Metro. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (v) the bid documents & corrigendum /addendum shall automatically attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- g. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (v)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.
- h. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- i. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.
- j. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.
- k. If bidder are desirous to upload a file more than 10mb size , he shall spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate Technical Template or “Additional Document” section of “Technical Envelope/section” of E-Tender Portal.

Note:

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

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

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

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

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

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

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

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

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

Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Maha-Metro Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Maha-Metro Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

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

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

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

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

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

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

Limitation of Liability of Merchant/ Payment Gateway

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant

and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
(i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

Miscellaneous Conditions:

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

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

- iii. Be responsible for any transactions made by User under such User ID and Password.

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

Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

Personal Information

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

User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

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

-----**End of Tender Document**-----

MAHARASHTRA METRO RAIL CORPORATION LTD.

(PUNE METRO RAIL PROJECT)

**Volume II
Draft License Agreement
for
Licensing of Exclusive Outdoor Advertisement Rights between the
Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a
period of 05 years**

TENDER NO. P1PD-08/2022



June 2022

MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)
(A joint venture of Govt. of India & Govt. of Maharashtra)

**101, The Orion, Opposite Don Bosco Youth Centre,
Koregaon Park, Pune 411001**

Email: tenders.pmrp@mahametro.org

Website: www.mahametro.org

Tel.: 020-26051072

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LICENSE AGREEMENT

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

BETWEEN

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

AND

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

WHEREAS:

- (A) Maha-Metro, with a view to augment its revenues through non-operating measures/earnings, had invited bids (by its Request for Proposal No.____ dated (the "Request for Proposal" or "RFP")) from the interested parties for granting the **'Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years'**, through open bidding process.
- (B) Based on fulfilment of eligibility criteria as laid down in RFP document, Maha-Metro has selected M/s. _____ as Licensee (hereinafter referred to as "**Licensee**") has been selected for assigning the **'Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years'**.
- (C) The Licensee shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the License Agreement, pursuant to the LOA for undertaking the License.
- (D) Through this Bid, Maha-Metro has intended to select the 'Licensee' to take up the Exclusive Outdoor Advertisement Rights between the select Piers of Reach-1 (between PCMC to Harris Bridge) and of Reach-2 (between Vanaz to Deccan Corner) of Pune Metro Rail Project, to be allotted, for a period of 05 years on 'License basis'.
- (E) The brief scope of work of the Licensee shall include the following:
 - i. The scope of work shall include but not be limited to the following:

1. Soil filling including filling up the median spaces with a mix of garden soil & farmyard manure in the ratio of 70:30 or suitable including loading & transportation charges, labour charges etc. all complete at the Site. The soil filling shall be done such that the median of width approx. 2 m and height 1 m is filled entirely. The Bidder shall be allowed to install credit sign boards of 6 sqft area to acknowledge the association with a particular entity that has sponsored the horticulture development in the spans.
2. Carry out the work of green wall or vertical garden including providing & installation of multicavity bio wall system with multi cavity, each cavity not less than 60 Cubic Inch in space, with dedicated water reservoir, securely hung on the 3 Fold GI section, moisture blanket, provision to screw modules securely to take any wind velocity or vibrations, planted with approved vegetation suitable for climatic, micro-climatic conditions including shade path, supported with drip irrigation system along with vertical support members and GI horizontal support sections and supply & fixing of PVC drain trays etc. of approx. length of 5 meters starting from above the boom barrier on the following piers on all sides:

Reach	Pier Nos. considered for vertical gardens
Reach-1	P376, PC 10, NP-P4, Np-P8, P226, P224
Reach-2	CP7, CP8, VA10, P21, P82, P83, NS1, P139, P147, P148

The Bidder shall not be allowed to fabricate or install any structure or undertake any advertisements on the piers proposed herein for carrying out the subject work. However, the Bidder shall be allowed to install credit sign boards of 4 sqft area to acknowledge the association with a particular entity that has sponsored installation of the vertical gardens.

3. Carry out electrical and mechanical works at site including supply & installation of electric cables (3.5 core, 400 sqmm Al conductors or suitable required for pumping and lighting works along the median and for the vertical garden wherever necessary.
Installation of pumps, drip irrigation system for regular watering of the shrubs and in the vertical garden piers wherever necessary.
4. Carrying out horticulture works including Supply & plantation of shrubs as approved by Maha-Metro. The overall design, schematic, layout, plant varieties etc. shall be proposed by the Bidder and shall be approved by Maha-Metro prior to execution. Plantation shall be carried out as per the specifications provided in atleast 5 rows at a distance of 1.50 ft distance across the breadth of the span and covering across the length of the span or should uniformly cover the entire bed of the span, rolling with manual roller for compaction and facilitating rooting and maintaining for the initial development period of one month on completion of above, by following cultural practices for weeding, basin making, watering, application of plant protection measures by carrying out sprays of insecticides/ pesticides as and when required including replacement of mortalities if any complete as directed by the Competent Authority of Maha-Metro.

5. Maintenance of the median plantation and vertical gardens in good and working condition including watering, manuring, pruning etc. to ensure maximum safety to road commuters for the License Period.
6. Securing approvals from the civic agency including Pune Municipal Corporation (PMC)/ Pimpri Chinchwad Municipal Corporation (PCMC), Traffic Department, Police Department, MSEDCL etc. for execution of the subject work as per the scope of work provided herein.
7. Securing electricity supply connection including all capital expenditures, permits, charges etc. thereof from MSEDCL/civic agencies or concerned government authorities as applicable.
8. Maha-Metro shall provide the water supply connection through existing sources in Reach-2 whereas for Reach-1, the Bidder shall have to secure water supply connections by liaising with the concerned civic agencies. However, if the source of water supply to be provided by Maha-Metro dries up, the Bidder shall be responsible to arrange the source of water supply at their own cost.
9. Design, Procurement, installation, operation & maintenance of advertisement panels as per the design specifications of Maha-Metro and as per the prevailing guidelines and regulations in the spans to be used for advertisement purposes only as per the specifications of Maha-Metro.
10. Operation and maintenance including electricity expenses, water charges etc. for the License Period for the advertisement panels as well as horticulture development.

(F) Brief details of Sites are as follows:

Table No. 1: Details of Sites

Reach	Location Stretch	From / to Pier No.	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes	Approx. Advertisement Area in sq ft
Reach-1	PCMC to Harris Bridge	P 396 to HB-1	6.379	287	144	27,648
Reach-2	Vanaz to Deccan Corner	P-4 to P-150	4.002	201	101	19,392
Total	Reach-1 & Reach-2		10.381	488	245	47,040

NOW THEREFORE, in consideration set out herein Maha-Metro and the Licensee (hereinafter collectively called “Parties”) witnessed and hereby agree as follows:

- A. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
 1. Letter of Acceptance no _____ dated _____.
 2. Request for Proposal (RFP), its Addendums & Corrigendum
 3. Any other document issued by / of Maha-Metro forming part of the Bidding Process.

Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years

B. The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for “*Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years*”. Licensee shall be responsible for design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the advertising spaces provided on the alignment of Reach-1 & Reach-2 as specified in this Agreement at its own cost. All the advertising sites and formats proposed by the Licensee are subject to approval by Maha-Metro with regard to operational feasibility, aesthetics, safety and security concerns.
- ii. The Licensee irrevocably agrees to make all payments including the applicable License Fees as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from Maha-Metro in this regard.
- iii. The Licensee confirms having examined the potential locations along the alignment of Reach-1 & Reach-2 of PMRP offered under this Agreement in detail and fully understands and comprehends the technical requirements and scope of the advertisements proposed in this subject work. The Licensee also confirms full satisfaction as to the business viability of licensing the Sites along the viaduct of Reach-1 & Reach-2 of PMRP under this Agreement and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi and/or excuse for non-payment of License Fee and other amounts due to Maha-Metro under this License Agreement.

C. That Maha-Metro and LICENSEE represent and warrant that they are empowered, authorized and able to make this Agreement.

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

.....-2022 (.....) Authorized Signatory- 2022 (.....) Authorized Signatory
FOR AND ON BEHALF OF MAHARASHTRA METRO RAIL CORPORATION LIMITED	FOR AND BEHALF OF LICENSEE

Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail
Project for a period of 05 years

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

Witness No. 1	Witness No. 2

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

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

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

“Agreement” means this License Agreement executed between Maha-Metro and Licensee.

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

“Advertisement Site(s)” means the advertisement spaces including all installations, fittings and fixtures, if any, along the median on Reach-1 & Reach-2 of PMRP is given on ‘as is where is basis’ in pursuance with this Agreement and more specifically as given in Annexure 1, 2 & 3 of this Agreement. The LICENSEE may make additions or alterations in the space, carry out various installations including electric installations and wiring, where it does not impact the interest of MAHA-METRO, with the prior permission of Maha-Metro in writing and at its own cost. Licensee shall not be entitled for any compensation with regard to additions or alterations carried out by them. LICENSEE shall be required to hand over the Advertisement Sites allotted for advertisement purpose, reasonably undamaged, at the end of the License Period.

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

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

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

“Commencement Date” means the date of handing over of the Advertisement Sites.

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

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

“Force Majeure” or “Force Majeure Event” shall have the meaning ascribed to it in Article 16;

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

“License” means the Exclusive Outdoor Advertisement Rights between the select Piers of Reach-1 (between PCMC to Harris Bridge) and of Reach-2 (between Vanaz to Deegan Corner) of Pune Metro Rail Project, offered to the Licensee as per the terms and conditions of this Agreement.

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

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

“License Period” means a period of 05 years from the date of signing of this Agreement or handing over of the Advertising Sites.

“Maha-Metro” means Maharashtra Metro Rail Corporation Limited, A joint venture of Govt. of India and Govt. of Maharashtra incorporated under the Companies Act.

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

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

Performance Guarantee means a bank guarantee submitted by the Licensee with MAHA-METRO as a security against the performance of this Agreement during the License Period and as set forth in **Article 10** of this Agreement.

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

“Sites” means the median spans to be utilized for horticulture development, piers identified for vertical gardens and advertisement panels installed on the spans in Reach-1 & Reach-2 of Pune Metro

Rail Project as per the scope of work of this Agreement.

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

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

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

1.2. Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

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

- (l) the words importing singular shall include plural and vice versa;
 - (m) references to any gender shall include the other and the neutral gender;
 - (n) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
 - (o) “**indebtedness**” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (p) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
 - (q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
 - (r) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, in this behalf and not otherwise;
 - (s) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - (t) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
 - (u) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
 - (v) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Licensee to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

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

1.3. Measurements and arithmetic conventions

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

1.4. Priority of agreements, clauses, and schedules

- i This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
 - (a) this Agreement; and
 - (b) The Bid/Tender Document along with all the corrigendum issued.
 - (c) all other agreements and documents forming part hereof or referred to herein;i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) and (c), (b) above shall prevail over the agreements and documents at (c) above.
- ii Subject to the provisions of Clause i, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
 - (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
 - (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
 - (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
 - (f) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: OBJECTIVE AND SCOPE OF EXCLUSIVE ADVERTISEMENT ON MEDIANS OF REACH-1 & REACH-2

2.1. Objectives of License Agreement

2.1.1. Objectives of License Agreement are set herewith:

- a. To augment non-operational revenue of Maha-Metro through advertisements.
- b. Position Maha-Metro as a most sought-after location for advertising.
- c. Contribute to the aesthetical view of Maha-Metro through high quality advertising comparable to world class Airports & Metro Railways and other leading destinations.
- d. Provide value to the Corporate who advertises in Maha-Metro.
- e. To promote and highlight Pune's heritage and cultural beauty.

2.2. General Terms and Conditions

2.2.1. Brief details of Sites available are as follows:

Table No. 1: Details of Sites and Advertisement Spaces

Reach	Location Stretch	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes	Approx. Advertisement Area in sq ft
Reach-1	PCMC to Harris Bridge	6.379	287	144	27,648
Reach-2	Vanaz to Deccan Corner	4.002	201	101	19,392
Total	Reach-1 & Reach-2	10.381	488	245	47,040

Detailed list is attached as Annexure-01.

- a. The scope offered under this Agreement is Licensing of exclusive Advertisement Rights on the medians in Reach-1 & Reach-2 of the Pune Metro Rail Project for a period of 5 years to the Licensee. The offered space/s as referred above will be provided on "as is where is basis". The offered advertisement spaces shall be used by the Licensee for the work of supply, procurement, installation of the advertising spaces along with the median beautification (including soil filling, plantation etc.), vertical gardens on select piers, printing and display of the advertisements of its clients including operation & maintenance for the License Period with the prior approval of Maha-Metro.
- b. The Sites shall be provided to the Licensee on license basis for a period of 05 years (License Period). The Licensee shall be allowed to install/erect two advertisement panels (both side display) on every alternate span on median of Road between Piers of Reach-1 & Reach-02. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height) which will be two way displays (back-to-back) and maximum 2 number of advertisement panels per span shall be allowed.

- c. For Outdoor advertisement work, advertisements will be permitted only on the road median under the elevated portion of the Pune Metro Rail. The advertisement works/ advertisement shall be erected between the piers of Pune Metro. Under no circumstances, the advertisement shall be permitted on the piers/portals/station walls/ exterior walls of any civil structure of Pune Metro. The advertisement panels/ hoardings shall be displayed/installed at every alternate span positioned between every two piers of Reach - 1 and Reach-02 of Pune Metro Rail Project such that two advertisement panels per eligible span are available for advertisement purposes.
- d. The advertisement sites shall be identified and then are to be fabricated, installed and commissioned by the Licensee with the prior approval and as per laid down standards/guidelines of Maha-Metro for Outdoor Advertisements on Civil Structures and the Outdoor Advertising Policy of Pune/ Pimpri Chinchwad Municipal Corporation /Pune Cantonment Board/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India.
- e. The Licensee shall be responsible for the following activities:
- i. Procurement, installation, operation and maintenance of Advertisement/ advertisement inventory on the median of Road under the Viaduct of Pune Metro Rail, at the various locations;
 - ii. Undertaking soil filling, plantation, plumbing and mechanical works on the medians on Reach-1 and Reach-2 along with Procurement and plantation of shrubs, plants, landscaping etc. for the purpose of median beautification;
- Soil filling shall include the filling up the median spaces with a mix of garden soil & farmyard manure in the ratio of 70:30 or suitable including loading & transportation charges, labour charges etc. all complete at the Site. The soil filling shall be done such that the median of width approx. 2 m and height 1 m is filled entirely.
 - Carry out the work of green wall or vertical garden including providing & installation of multicavity bio wall system with multi cavity, each cavity not less than 60 Cubic Inch in space, with dedicated water reservoir, securely hung on the 3 Fold GI section, moisture blanket, provision to screw modules securely to take any wind velocity or vibrations, planted with approved vegetation suitable for climatic, micro-climatic conditions including shade path, supported with drip irrigation system along with vertical support members and GI horizontal support sections and supply& fixing of PVC drain trays etc. of approx. length of 5 meters starting from above the boom barrier on the following piers on all sides:

Reach	Pier Nos. considered for vertical gardens
Reach-1	P376, PC 10, NP-P4, Np-P8, P226, P224
Reach-2	CP7, CP8, VA10, P21, P82, P83, NS1, P139, P147, P148

However, the Bidder shall not be allowed to fabricate or install any structure on the piers of Maha-Metro for carrying out the subject work. For clarification purposes, Licensee shall be allowed to install credit sign boards of size appropriately 4sqft for acknowledging

any sponsorship that the Licensee has obtained for the subject work but no commercial advertisements shall be permissible.

- Carry out electrical and mechanical works at site including supply & installation of electric cables (3.5 core, 400 sqmm Ai conductors required for pumping and lighting works along the median and in the vertical garden piers wherever necessary.
 - Installation of pumps, drip irrigation system for regular watering of the shrubs
 - Carrying out horticulture works including Supply & plantation of shrubs as approved by Maha-Metro. The overall design, schematic, layout, plant varieties etc. shall be proposed by the Bidder and shall be approved by Maha-Metro prior to execution. Plantation shall be carried out as per the specifications provided in atleast 5 rows at a distance of 1.50 ft distance across the breadth of the span and covering across the length of the span or should uniformly cover the entire bed of the span, rolling with manual roller for compaction and facilitating rooting and maintaining for the initial development period of one month on completion of above, by following cultural practices for weeding, basin making, watering, application of plant protection measures by carrying out sprays of insecticides/ pesticides as and when required including replacement of mortalities if any complete as directed by the Competent Authority of Maha-Metro.
 - Maintenance of the plantation in good and working condition including watering, manuring, pruning etc. to ensure maximum safety to road commuters throughout the License Period.
- iii. Securing approvals from the civic agency including Pune Municipal Corporation (PMC)/ Pimpri Chinchwad Municipal Corporation (PCMC), Traffic Department, Police Department, MSEDCL etc. for execution of the subject work as per the scope of work provided herein.
- iv. Securing electricity supply connection including all capital expenditures, permits, charges etc. thereof from MSEDCL/civic agencies or concerned government authorities as applicable.
- v. Maha-Metro shall provide the water supply connection through existing sources in Reach-2 whereas for Reach-1, the Bidder shall have to secure water supply connections by liaisoning with the concerned civic agencies. However, if the source of water supply to be provided by Maha-Metro dries up or becomes un-operational, the Licensee shall be responsible to arrange the source of water supply along with connections at their own cost.
- vi. Design, Procurement, installation of advertisement panels as per the design specifications of Maha-Metro and as per the prevailing guidelines and regulations in the spans to be used for advertisement purposes only as per the specifications of Maha-Metro.
- vii. Operation and maintenance including electricity expenses for the License Period as per the demand charges raised by MSEDCL from time to time. Further, the Licensee shall be responsible for payment of charges towards usage of water as per the prevailing policy of Maha-Metro in this regard.
- a) Appoint an architect/interior designer to interact with nodal representative of Maha-Metro for necessary co-ordination and implementation of the advertisements on the site

provided herein.

- b) Operate, manage and maintain the Sites including the advertisement spaces in this Agreement for the License Period.
- c) Management of sales & marketing of the advertisement sites including providing adequate professionally trained manpower.
- d) Design of themes depicting the culture of Pune and its natural beauty and Pune tourism for display at the advertising sites as per the tender conditions.
- e) Create new innovative advertising opportunities including Experiential Marketing, advertisements by visual aids and smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
- f) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, traffic department, police department, MSDDL etc. at its own cost.
- g) Comply with all statutory requirements in connection with License Agreement.
- h) Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per this Agreement.
- i) All Applicable taxes including Municipal/Advertisement Taxes, administrative charges if levied by any other government agency, Goods and Service tax and all other statutory dues, royalties etc. where applicable shall be borne solely by the Licensee without any contest.
- j) At present, Maha-Metro is not liable to share its revenue generated from advertisements with local bodies such as Pune Municipal Corporation, Pimpri Chinchwad Municipal Corporation and Pune Metropolitan Region Development Authority etc. However, if Maha-Metro becomes liable to share revenue with local bodies from advertisements in future, then such revenue sharing/advertisement taxes with the civic agency, if applicable/demanded will be borne by Maha-Metro.
- k) The cost of preparation of the advertisements/media/inserts shall be borne solely by the Licensee. The Licensee shall also maintain all the media/ inserts and advertisements as per standards indicated by Maha-Metro.
- l) **Innovations & New Media:**
 - Subject to mutually agreed terms and conditions and compliance to the governing rules, statutes and regulations and with prior written approval and concurrence of the Maha-Metro, the Licensee may introduce new media. If the Licensee wants to introduce new media then a proposal along with details of the said media proposed to be introduced should be presented to the office of the Additional General Manager-Planning, Maha-Metro for approval and indication of the terms and conditions of this Agreement. The Employer at all times reserves the right not to give approval to such proposal/s and the Licensee agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever due to non-acceptance of the proposal.

- The Licensee can utilise any format of advertisement including and not limited to backlit panels, scrollers, digital display (without audio as applicable), etc. The tentative number of spans for median beautification and advertisement sites for which License Fees to be charged shall be as per Annexure-1 and even if the Licensee does not utilise the said area provided as mentioned in the Annexure-1, License Fees & other dues shall be chargeable.
- The Licensee can utilise any format of advertisement including and not limited to backlit panels, front lit panels, scrollers, digital display (without audio) etc. with prior approval of Maha Metro. Digital advertising (LCD/LED screen, video walls) shall be charged as per rate of 1.5 times the quoted rate of static advertisements (such as backlit, scrollers etc). The rate of License Fees to be charged for advertisement for display illustrated below:

Rate / Structure	Type of Advertisement Display	Rate of License Fee in Rs. per Sqm/ Month
R1	All Types of Format of Advertisement except Digital Advertisement Display in the Form of LED Screens, Video Walls, Scrollers etc.	"X" as bid & accepted by Maha-Metro subsequent to Bidding process.
R2	Digital advertisement Display in the form of LED screen, Scrollers etc.	1.5 times the rate "X" as above (X*1.5)

- The area to be charged shall be the actual display area, exclusive of any border or width of framework. In case of LCD/LED/Digital Display/Video Walls, the area to be charged shall be the actual display area of screen, exclusive of any border or non-digital width. Advertisement Area for canopies shall be charged for the surface area of 5 surfaces (excluding base area) at the rate structure of R1 as mentioned above along with charging of area occupied at same rate. Digital advertising shall as per rate of R2 i.e 1.5 times the rate of static advertisement.
- m) The branding/display plan prepared by Licensee shall also be in compliance with technical parameters of **Pune/Pimpri Chinchwad Municipal Corporation/Pune Cantonment Board's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India.**
- f. **Approval of Plans:**
- a. The Licensee shall submit the advertising plan provided by Maha-Metro for any modifications. Maha-Metro shall consider the plan with respect to Aesthetics, Operational Feasibility, Safety and Security concerns. If the part of plan is not approved by Maha-Metro, the Licensee shall be required to submit revised plan for approval or the plan originally provided by Maha-Metro only shall be used. All future modifications/ revisions to the approved plan shall be got approved from Maha-Metro by the Licensee prior to its installation.
 - b. Licensee shall get the advertising sites approved from Maha-Metro including the fixing arrangements prior to atleast 20 days of the planned utilization of the respective space, ensuring full compliance to Technical Parameters, structural fit and any other prevailing applicable advertising policy. Maha-Metro reserves the right to reject any or all of the said submissions without assigning any reasons whatsoever. Maha-Metro also has the right to ask the Licensee to re-submit location plan, wiring & routing plans etc, for those locations, which are not approved by Maha-Metro. The Licensee hereby agrees to comply with the directives

of Maha-Metro regarding alternative sites/ locations and designs as may be specified by Maha-Metro. The Licensee hereby agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- c. Licensee shall ensure availability of the certificate regarding structural stability and safety from agency/firm approved by Maha-Metro prior to installation, testing and commissioning of advertising inventory at sites.
- d. If the Licensee wants to install additional advertisement area beyond or any modifications in the agreed advertising inventory plan as mentioned in this tender document, he may be permitted to do so after submission of drawings and approval thereto by Maha-Metro. Further, the License Fees shall be charged for the additional or the modified advertisement area on pro rata basis as per the terms and conditions of the bidding documents.
- g. The Licensee shall take into account all the aspects as mentioned in this Agreement Period.
- h. Advertisement spaces of around 5% shall be reserved with Maha-Metro to display any social messages or campaigns at no additional cost. For clarification purposes, such advertisement spaces shall be utilized only amongst that sites that lie vacant from time to time. Such sites shall be identified and agreed upon mutually by Maha-Metro and the Licensee.
- i. Minimum Material Specifications:**

The Licensee shall provide advertisement media / panels / fixtures conforming to the following minimum specifications or its equivalent:

- a) Steel used in making frames has to be arranged from primary sources i.e. SAIL, TATA, JSW or equivalent etc. with proper treatment, Exterior Framework –SS 304 or equivalent.
- b) Backing sheet of G.I.
- c) Internal cables of Fire-Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Electrical Procedure Order.
- d) TL tubes for back lighting/illumination with electronic ballast.
- e) Polycarbonate sheet as cover of GE make or equivalent.
- f) Advertising media to be made from Fire Retardant, Low Smoke & Zero Halogen material.
- g) In order to have energy conservation, LED or any other energy saving devices conforming to BEE standards should be used at the advertisement sites. For existing sites, the conservation of energy saving devices may also be carried out.
- j. The advertising media to be used should be of fire retardant and low smoke material and comply with the specifications of Research Design Standards Organization (RDSO) of Indian Railway or its latest amendment thereof.
- k. Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing National Building Code over the Sites including advertisement spaces for the various works to be undertaken.
- l. Fire-fighting and other infrastructure so created pertaining to the Sites must be integrated with the infrastructure already provided /planned at the medians.
- m. The Licensee shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.

- n. The Licensee shall fix advertisement panels/boards/inventory, operate, manage and maintain the entire Sites with adequately trained and experienced team for responsibilities as defined in this tender document.
- o. Under no circumstances, shall the Sites or facilities constructed or installed at the advertisement space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- p. The Licensee shall be responsible to keep the Sites and surrounding area clean.

1.2. Handing over of advertisement space(s)

- a. The spans shall be handed over for carrying out the scope of work as per the terms and conditions of this Agreement on as-is where-is basis within 7 (seven) days from the date of signing of this Agreement.
- b. The Licensee shall be provided a fitment period of 180 days from the date of handover of the spans under this Agreement. and on completion of 90 days of rent-free fitment period, the License Fees shall be applicable.
- c. In the event if the Licensee fails to take-over the possession of the Advertising Space within the time stipulated by Maha-Metro, the license period shall be deemed to have commenced from the date of signing of this agreement, irrespective of the date of actual handing over of the Advertising Spaces.
- d. The Licensee shall not be eligible to claim any compensation on account of any delay in taking over of the spans for carrying out the scope of work as stipulated in this Agreement.
- e. At the time of termination/natural completion of this Agreement, the Licensee shall handover the spans along with the horticulture development undertaken therein (including soil filled, drip irrigation facilities, electric works etc.) along with the advertisement panel structures and its associated structures back to Maha-Metro in good working condition, having necessary structural suitability and on as-is where-is basis without any financial implication to either side. The Bidder shall ensure that all marketing and licensing shall be co-terminus with the License Period.
- f. The Licensee shall submit the Advertising plan along with the execution plan for horticulture development, vertical gardens as specified herein within 10 days from acceptance of the LOA for approval of the Competent Authority of Maha-Metro. In the event that the Licensee does not complete the works within the scheduled Fitment Period of 180 days and the delay has not occurred on account of a Force Majeure Event or a Authority Event of Default, then the Licensee shall pay, forthwith, to Authority in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Guarantee for each day's delay until the completion of the works, subject to a maximum of [18% (eighteen percent)] of the Performance Guarantee or within an additional period of 180 days from the scheduled completion of the Fitment Period. If upon completion of such extension in the Fitment Period, it is observed that the Licensee has not made substantial progress, the Authority in its sole discretion, shall be entitled to terminate this Agreement.

1.3. Operation & Maintenance

- a) Licensee confirms that the panels/advertisements spaces shall, at all-time belong to Maha-Metro, and no interest or lien on the same shall be created. The Licensee also agrees not to sub license, lease, sub lease or part with, partially or fully in any form, of the spans being utilized for horticulture development and vertical gardens including the Sites/advertisement spaces erected therein. However, the Licensee shall be allowed to market the advertising spaces to various clients and generate revenue subject to such advertisement being in compliance to the terms and conditions of this Agreement.
- b) The advertising rights for panels will vest with the Licensee only. Any persons wishing to advertise in the above-mentioned panels will have to deal directly with the Licensee and Maha-Metro will have no dealing in this regard. At no time, subletting of rights for advertisement to other advertising agencies/outdoor agencies, Out of Home advertising agencies, etc. would be permissible. Advertisement spaces of around 5% shall be reserved with Maha-Metro to display any social messages or campaigns at no additional cost. For clarification purposes, such advertisement spaces shall be utilized only amongst that Sites that lie vacant from time to time after the rent free fitment period of 90 days from signing of this Agreement. Such sites shall be identified and agreed upon mutually by Maha-Metro and the Licensee.
- c) All the advertising panels shall belong exclusively to Maha-Metro Ltd at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.
- d) The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts, and the panels handed over will be borne solely by the Licensee. The replacement of bulbs, electrical chokes, other electrical parts, drip irrigation components, plumbing items etc. and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of Maha-Metro without any financial implications to Maha-Metro.
- e) The Licensee agrees to pay and will continue to pay the License Fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the Authority will not be liable to pay any compensation to the Licensee.
- f) The Licensee will have to maintain all the advertisement inserts in proper clean condition for the License Period. The Licensee must submit the media sample for Maha-Metro's approval to the office of the General Manager Planning before using the same. Maha-Metro reserves the right not to give such permission.
- g) The Licensee fully understands and comprehend that all advertisement panels including the ones constructed / fabricated, installed and commissioned by him/her/them will become the sole property of Maha-Metro at the end of the License Period.
- h) The Licensee shall at all times indicate the date till which their License is valid on each of their advertisements displayed.
- i) Licensee shall keep and maintain the advertisement media/panel, etc, in safe and sound manner during the entire License Period. Any defective, weak or corroded structure should be replaced

immediately with new proper structure after due certification from reputed agency/Maha-Metro to ensure safety of Maha-Metro commuters and citizens in general.

- j) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the Licensee at its own cost.
- k) In case of accident caused due to negligence of the Licensee resulting into injury/ death to Maha-Metro employees/ other users/ any person or loss to Maha-Metro property, Licensee shall compensate the loss (es), without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of this Agreement. The Licensee shall keep Maha-Metro indemnified against all such losses and shall maintain necessary insurance including third party damages as required by law.

The Licensee shall effect and maintain at its own cost, during the License Period, such insurances for such adequate sums as may be required under the applicable law, and such insurances (including professional indemnity, third party, works, general liability etc.) as may be necessary or prudent in accordance with good industry practices. The Licensee shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on Maha-Metro as a consequence of any act or omission of the Licensee during the License Period. Within 15 (fifteen) days of obtaining any insurance cover, the Licensee shall furnish to Maha-Metro, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Licensee to Maha-Metro.

- l) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation, or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- m) Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- n) The Licensee shall comply with the laws of land including Court judgments/ court orders/Maharashtra Pollution Control Board and Pune Fire Service guidelines and/or other government regulatory bodies, regulating the advertisements/ displays and Maha-Metro can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- o) **Penalty Clauses** – The Licensee shall be liable for damages or penal charges upon occurrence of the following offenses with respect to the scope of work as stipulated in this Agreement: -
 - (i.) Improper maintenance & defacement of spans, advertisement panels, horticulture development, vertical gardens or an associated the Metro facilities as per the standards stipulated in this Agreement.
 - (ii.) Improper maintenance of the shrubs including its outgrowth causing hazard to the road users

- (iii.) Unsatisfactory rectification of the defects or hazards causing any third party damages, accidents to the road users
- (iv.) Misbehaviour with staff and commuters of Maha-Metro.
- (v.) Not following safety and security norms as may be indicated by authorized representative of Maha-Metro while working on the sites.
- (vi.) Utilizing advertisements at locations other than that approved by Maha-Metro.
- (vii.) Non-submission of monthly statement of approved plan and actual utilized area of advertisement for the respective packages.
- (viii.) Infringe into the Maha-Metro premises without prior approval or intimation of Maha-Metro.
- (ix.) Dishonour of Cheques and Drafts submitted by Licensee to Maha-Metro. Cheques will be accepted only in emergent conditions & with the approval of Maha-Metro by official not below the rank of General Manager.
- (x.) Any staff of Licensee found in drunken condition/indulging in bad conduct.
- (xi.) Any staff of the Licensee found creating nuisance.

In the event that the Licensee is in default of any of such offences in the opinion of the Authorised Representative of Maha-Metro for a continuous period of 7 days and the delay has not occurred on account of a Force Majeure Event or a Authority Event of Default, then the Licensee shall pay, forthwith, to Authority in an amount calculated at the rate of 0.01% (zero point zero one per cent) of the Performance Guarantee for each day's delay until the rectification of the defects, subject to a maximum of 2.50% (two and half percent)] of the Performance Guarantee calculated cumulatively. If upon such encashment, it is observed that the Licensee has not made substantial rectification with respect to the defects, the Authority in its sole discretion, shall be entitled to terminate this Agreement.

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

ARTICLE 3: TENURE OF LICENSE

3.1. Tenure of License

- 3.1.1. The Exclusive Outdoor Advertisement Rights between the select Piers of Reach-1 (between PCMC to Harris Bridge) and of Reach-2 (between Vanaz to Deecan Corner) of Pune Metro Rail Project shall be provided for a period of 05 years unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement.
- 3.1.2. The tenure of the License Period of any additional area handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over for such additional space.
- 3.1.3. There shall be a lock in period of 02 years from the date of commencement of License Period.
- 3.1.4. The Licensee shall have option to exit from the License Agreement immediately after completion of lock in period of 02 (two) years. For it, the Licensee shall have to issue 180 days prior notice to Maha-Metro.
- 3.1.5. The fitment period for completion of the works as per this Agreement shall be 180 days from signing of this Agreement including a rent-free Fitment period of 90 days.
- 3.1.6. The Licensee shall not be eligible to claim any compensation on account of any delay in handing over of respective Sites to him.
- 3.1.7. At the time of termination/natural completion of this Agreement, the Licensee shall handover the spans along with the horticulture development undertaken therein (including soil filled, drip irrigation facilities, electric works etc.) along with the advertisement panel structures and its associated structures back to Maha-Metro in good working condition, having necessary structural suitability and on as-is where-is basis without any financial implication to either side. The Bidder shall ensure that all marketing and licensing shall be co-terminus with the License Period.
- 3.1.8. The License tenure shall be inclusive of fitment period of 180 days.

3.2. Fitment period

- 3.2.1. The maximum fitment period of 180 days is provided for carrying out the scope of work as per the tender documents from the date of signing of this Agreement. The Fitment period shall be inclusive of tenure of license. Further, the Licensee shall submit the creative, content, design etc. to Maha-Metro starting from within 10 days of Letter of Acceptance to within 15 days of signing of License Agreement for approval from Maha-Metro and the license fee would be applicable after expiry of 90 days rent free fitment period.

3.3. First Right of Refusal

- 3.3.1. The Licensee shall have "First Right of Refusal" at the end of license tenure, provided no default is made in the payments of License fees to Maha-Metro and the Licensee participates in the tender invited then and agrees to match the highest bid received.

ARTICLE 4: LICENSE FEES, TAXES AND DUTIES

4.1. License Fee

- 4.1.1. The License fee shall be charged as per the financial Bid submitted by the Licensee. At any given period, the license fee shall be charged for a minimum area of advertisement space or actual advertisement space/area, whichever is higher.
- 4.1.2. The License fee shall commence immediately and shall be applicable after expiry of 90 days rent free fitment period. i.e, from the 91st day from the date of signing of License Agreement, for the limited purpose of advertisement as per Annexure-1 and shall be charged until the termination/completion of this Agreement.
- 4.1.3. The Annual License Fees shall be computed for Twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.
- 4.1.4. 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

- 4.1.5. In the event if the license tenure at the start and end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.
- 4.1.6. The first payment of License Fees (prorata basis after deducting the respective moratorium period) as applicable from the date of agreement and up to the 31st day of March or October, as the case may be, shall be paid within 30 days of issuance of LOA by the authority.
- 4.1.7. The Annual License Fee shall be escalated by 10% every year, on compounding basis.
- 4.1.8. The Annual License fee as applicable for the base year shall be computed as follows –

$$\text{Annual License Fees} = \text{License Fee per Sqm. as quoted by Licensee (Rate per Sq.ft. per month)} * \text{Advertisement Space allotted to the Licensee.} * 12 \text{ months}$$

- 4.1.9. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any pretext whatsoever on account of his inability to fabricate, install and commission the Sites including the advertisement spaces.
- 4.1.10. Along with License Fee, Licensee shall also pay other dues i.e. Goods and Service Tax, Statutory dues / liabilities, electricity charges, damage/ penal charges, pending arrears, administrative charges of civic agencies etc. as applicable time to time.

- 4.1.11. The utility charges including consumption of electricity, etc. shall be payable by Licensee to MSECL directly in addition to above in accordance with terms & conditions of this Agreement. These utility charges shall be payable by Licensee during the whole tenure of Licensee agreement as and when the demand is raised by the concerned agencies and shall keep Maha-Metro indemnified against penal charges on the same.
- 4.1.12. The water charges shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality.
- 4.1.13. The Licensee shall preferably make the payment of the License Fees to Maha-Metro, as mentioned above, by electronic mode i.e. RTGS/NEFT/IMPS/Online Transfer after taking prior approval of Maha-Metro & complying with the laid down procedure.

4.2. Non-payment of License fees and other dues.

- 4.2.1. In case of default in payment of license fees, the Licensee have to pay the license fees along with interest within 90 days of due date failing which the amount due shall be appropriated from the amount of Performance Guarantee and this Agreement shall be liable for termination. Upon appropriation, the Licensee shall be responsible to reinstate the Performance Guarantee to its original level, failing which this Agreement shall be liable for termination.
- 4.2.2. Any delay in payments of Licensee Fees shall attract interest **@ SBI base rate plus 3% or 15% per annum**, whichever is higher, on the amount outstanding (calculated on a per day basis for a maximum period of 90 days), till the time the respective payments have been received by Maha-Metro.
- 4.2.3. Interest shall continue to accrue on compounding basis until the License Fee and other dues are finally paid. Such interest shall be charged for the delayed days only.
- 4.2.4. Non-payment of License Fee and other dues within the prescribed date will constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle Maha-Metro to terminate the License Agreement as per provisions stipulated in **ARTICLE 17: BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT**.
- 4.2.5. Licensee shall periodically advise the details of payment deposited with Maha-Metro. In the case of non-submission of such details, initially third-party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of Maha-Metro), then others dues / liabilities like electricity, OMC etc, and lastly the License fee shall be accounted for.
- 4.2.6. The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from Maha-Metro.
- 4.2.7. In case payment is not made by due date, a 90 days notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, Maha-Metro shall be entitled to terminate the License with 30 days notice including appropriation of the Performance Guarantee and take such other action available to it under this Agreement and as per Law.
- 4.2.8. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee Event of Default Notice, along with a written request in the matter.

- 4.2.9. The Licensee shall vacate the premises within 07 days of termination of this License Agreement. A certificate issued by the concerned officers i.e. Additional General Manager -Planning or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Additional General Manager -Planning or its authorized representative shall not be entertained.
- 4.2.10. The Performance Guarantee submitted by the Licensee shall be appropriated in case of termination of this Agreement or surrender by Licensee before the lock in period of 02 years.
- 4.2.11. In no case, payments shall be allowed to remain outstanding for a period of more than 90 days. If any stage, the dues remain outstanding for the period of more than 90 days, the License agreement may stand terminated without giving any notice to the Licensee and Interest Free Security Deposit shall stand forfeited.

4.3. Taxes and Other Statutory Dues

- 4.3.1. The applicable Goods and Service Tax (GST), Advertisement Tax, Entertainment Tax etc. or any other taxes as applicable shall also be payable extra as made applicable from time to time.
- 4.3.2. All other statutory taxes, statutory dues, local levies, water charges third party dues as applicable shall be charged extra and shall have to be remitted along with the license fees. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure will also be applicable.
- 4.3.3. At present, Maha-Metro is not liable to share its revenue generated from advertisements with local bodies including Pune Municipal Corporation/ Pimpri Chinchwad Municipal Corporation, and Pune Metropolitan Region Development Authority etc. However, if Maha-Metro becomes liable to share revenue with local bodies from advertisements in future, then such revenue sharing/advertisement taxes with PMC/PCMC/civic agency, if applicable/demanded will be borne by the Maha-Metro.
- 4.3.4. Payment of stamp duty on execution & registration of this License Agreement, if any, to be executed shall be solely borne by the Licensee.
- 4.3.5. If the Licensee fails to pay any Taxes, charges, outgoings payments etc., which expenses he is required to bear, and the same are instead paid by the Authority, then Authority shall be entitled, to be reimbursed for such amounts by the Licensee along with interest at a rate of 18% (Eighteen percent) per annum. In addition, the Licensee shall pay as damages to the Authority 25% (Twenty Five Percent) of the sum total of amount paid by Authority and interest payable to Authority.

ARTICLE 5: FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS

5.1. Factors Governing Selection of Permissible Advertisements

5.1.1. The Licensee shall take into account the following aspects while selecting advertisements on the panels and abide by all the instruction of the authorized Maha-Metro representative on the same:

- a) The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The advertisement will have no objectionable and indecent portrays of people, products or any terms.
- c) The use of Maha-Metro name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
- d) No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, and other Authorities shall be permitted. However, no advertisement of any political party, person shall be permitted. No advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission.
- f) Station naming and branding shall not be allowed.
- g) Any type of audio / video advertisement shall not be allowed.
- h) All advertisement creative has to be approved by Maha-Metro before display.
- i) **Negative list of Advertisements:** The licensee shall take into account that the following types of advertisements are strictly prohibited:
 - Nudity
 - Racial advertisements or advertisements propagating caste, community or ethnic differences.
 - Advertisements of drugs, alcohol, cigarette, or tobacco items.
 - Advertisement propagating exploitation of women or child.
 - Advertisements having sexual overtone.
 - Advertisements depicting cruelty to animals.
 - Advertisements depicting any nation or institution in poor light.
 - Advertisements banned by the Advertising Council of India or by Law.
 - Advertisements glorifying violence.

- Advertisements of destructive devices and explosives depicting items, weapons and related items.
- Lottery tickets, sweepstakes entries and slot machines related advertisements.
- Advertisement which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.
- Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.

ARTICLE 6: RULES & REGULATION OF UTILIZATION OF ADVERTISEMENT SPACES

6.1. Creativity and New Media

- 6.1.1. Licensee shall be at liberty to choose the media, introduce any format, its design, type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of Sites specified in Chapter-3 of the License Agreement. Licensee may utilize state of art technology prevalent anywhere globally.
- 6.1.2. **Approval of Plan:** All the advertising sites proposed by the Licensee in the plan shall be subject to approval by Maha-Metro with regard to
- a. operational feasibility,
 - b. aesthetics,
 - c. safety & security concerns.
- 6.1.3. In this regard, a committee comprising of Maha-Metro officials shall be formed for granting approval. The committee shall communicate its decision regarding corrections/modifications/approval in writing within five working days from the date of submission of proposals by Licensee to Maha-Metro for display of advertisements. If the Maha-Metro does not send any communication within fifteen working days of its receipt in the Property Development Department of Maha-Metro, the proposal for approval of advertisement plan at shall be considered deemed to be approved by Maha-Metro.
- 6.1.4. If the plan does not conform to the requirement as mentioned above, Maha-Metro may reject the plans / proposals, duly specifying the reason(s) thereof. Licensee shall resubmit their plan / proposal after such modification and conforming to the requirement of Maha-Metro for approval. Licensee shall display advertisements only at the spaces approved in the above plan.
- 6.1.5. If any approval is required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the Licensee. Maha-Metro may assist in submission of application on written request from the Licensee.
- 6.1.6. In case Licensee is desirous of increasing the area of advertisement over and above already approved plan, the Licensee shall submit advertisement plan for additional area once in a month if the requirement of additional area cumulatively is more than 100 sqm. The additional advertisement area shall become effective from the first day of month subsequent to month of Maha-Metro approval irrespective of date of actual utilization.
- 6.1.7. The Licensee shall submit details along with contact Nos. of his authorized representative(s) which shall be available at a short notice, for inspection of Sites including measurement of area, failing which inspection done by Maha-Metro official(s) shall be final and binding to the Licensee. If during inspection, the area of advertisement space for any category is found to be at unapproved location it shall be treated as unauthorized occupancy. The License Fees of such unauthorized occupancy shall be charged at double the rate of that rate structure from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the authorized representative is submitted to Maha-Metro or the unauthorized space is got approved from the Maha-Metro, whichever is later.

ARTICLE 7: RULES & REGULATION OF UTILIZATION OF ADVERTISEMENT SPACES

7.1. Minimum Material Specifications:

- 7.1.1. The advertising media should be of fire retardant and low smoke material and comply with the standards as specified by the Advertisement Policy of the civic agencies under whose jurisdiction the said work falls or of the Urban Development Department, Government of Maharashtra.
- 7.1.2. Notwithstanding anything mentioned above, the Licensee is required to adhere to the provisions of the prevailing National Building Code over the Sites for the various works to be undertaken.
- 7.1.3. Fire-fighting and other infrastructure so created pertaining to the Sites must be integrated with the infrastructure already provided /planned by Maha-Metro.
- 7.1.4. The Licensee shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.
- 7.1.5. Licensee shall ensure that all the installed advertisement panels are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the median structures. If advertisement is not available for any panel, the same should be utilized to display a message of Licensee or Maha-Metro. At no stage, any installed advertisement panels shall be left unattended.

**ARTICLE 8: ELECTRICAL SPECIFICATIONS AND PROCEDURE FOR RELEASE OF ELECTRIC POWER
SUPPLY**

8.1. Electrical Specifications

8.1.1. Electricity supply will be provided as per terms and conditions indicated in

- 8.1.2. **Annexure - 2: Rules and Guidelines for Release of Electric** Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /spaces allotted under this agreement. Licensee shall use energy efficient equipment. Advertiser shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
- 8.1.3. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency, MERC policy and Electricity Act (as amended from time to time) shall be applicable.
- 8.1.4. Advertising Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters, electrical MDI/TOD, etc. are to be installed as per Maha-Metro's specifications.
- 8.1.5. Maha-Metro may provide electricity at the point nearest to the required location on payment of required charges as specified in

- 8.1.6. **Annexure - 2: Rules and Guidelines for Release of Electric** Power. The Licensee may also undertake electrical works for extension of power from nominated source under Maha-Metro supervision and complying all codal provisions & Maha-Metro specifications. The Licensee shall follow the provisions stipulated in “

8.1.7. **Annexure - 2: Rules and Guidelines for Release of Electric Power**” and as amended from time to time.

ARTICLE 9: OBLIGATIONS OF THE LICENSEE

9.1. Obligations of the Licensee

- 9.1.1. The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
- a. to ensure that no structural damage is caused to the existing buildings and other permanent structures as a result of his activities or any of its agents, contractors etc.;
 - b. to take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from installation of branding names, within guidelines specified as per Applicable Laws and Applicable Permits;
 - c. to duly supervise, monitor and control the activities of contractors, agents, etc., if any, under their respective License Agreements as may be necessary;
 - d. to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
 - e. use non-combustible material for branding and installation of the brand name at various locations of the Advertising Sites. Use of combustible material shall not be permitted under any circumstances.
- 9.1.2. **Sub- Licensing:** The Licensee shall not be entitled to sub-license the advertisement rights allotted to him. However, the Licensee shall have the right to allot the advertisement rights to its clients subject to the terms and conditions of this Agreement and the Bidding Documents.
- 9.1.3. Licensee shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.

9.2. Employment of trained personnel

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

9.3. Authorised Representative and Project Manager

- 9.3.1. The Licensee shall, within 30 (thirty) days from the Effective Date, nominate its Authorised Representative and shall authorise him for all correspondence, communication, signing of documents, participation in meetings etc. with Authority in respect of the Project and issues relating to or arising out of this Agreement.
- 9.3.2. The Licensee shall at all times, take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct, by or amongst, his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Project, against such conduct. The Licensee along with his Sub-Contractors (if any) shall disclose a list of all their employees and workmen, who are involved in the operation and maintenance of the project. The Licensee shall ensure that under no circumstances, the employees and workmen of the Licensee or any Sub-

Contractor, are otherwise deemed to be employees of Authority.

9.4. Obligation with respect to Taxes, duties

- 9.4.1. The Licensee shall be solely responsible to pay all other statutory taxes (except Property tax), statutory dues, local levies along with third party dues, if any, as applicable on this Agreement. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / license agreement. Any change in Tax structure as per Govt. guidelines will also be applicable.
- 9.4.2. Any new levies, taxes, cess etc. if any, imposed by Government Authorities on Maha-Metro for awarding the contract shall be recovered from the Licensee separately by Maha-Metro. However, it is to be noted that Income tax if any which is imposed on Maha-Metro shall be borne by Maha-Metro only.
- 9.4.3. Payment of stamp duty on execution & registration of license agreement, if any, to be executed in pursuance of this bid shall be solely borne by the Licensee.
- 9.4.4. If the Licensee fails to pay any Taxes, charges, outgoings payments etc., which expenses he is required to bear, and the same are instead paid by the Authority, then Authority shall be entitled, to be reimbursed for such amounts by the Licensee along with interest at a rate of 18% (Eighteen percent) per annum. In addition the Licensee shall pay as damages to the Authority 25% (Twenty Five Percent) of the sum total of amount paid by Authority and interest payable to Authority.

ARTICLE 10: OBLIGATIONS OF THE AUTHORITY

10.1. Obligations of the Authority

- 10.1.1. The Authority shall, at its own cost and expenses undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 10.1.2. The Authority agrees to provide the support to the Licensee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:
- (a) grant the Licensee the exclusive advertisement rights for display of advertisement at the Advertising Sites in accordance with the terms and conditions of this License Agreement and the RFP Document.
 - (b) ensure that no barriers are erected or placed on or about the median areas by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter-state taxes;
 - (c) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - (d) support, cooperate with and facilitate the Licensee in the branding space allotted to him in accordance with the provisions of this Agreement;

ARTICLE 11: REPRESENTATIONS AND WARRANTIES

11.1. Representations and warranties of the Licensee

11.1.1. The Licensee represents and warrants to the Authority that:

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

security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

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

11.2. Representations and warranties of the Authority

11.2.1. The Authority represents and warrants to the Licensee that:

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

11.3. Disclosure

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

ARTICLE 12: DISCLAIMER

12.1. Disclaimer

- 12.1.1. The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 12.1.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from advertisements sites and that it will be fully responsible for all its assessment in this regard.
- 12.1.3. The Licensee confirms having seen / visited / assessed the potential locations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 12.1.4. The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.
- 12.1.5. This Agreement shall not in any way be construed as a lease and/or license of the medians or any part thereof, and only represents a contractual obligation of Maha-Metro to provide the advertisement rights for the advertising sites for the License Period only.

ARTICLE 13: PERFORMANCE GUARANTEE

- 13.1.1. The Licensee shall, for the performance of its obligations hereunder provide to the Authority, within 30 Days of Letter of Acceptance, the Performance Guarantee in the form of an irrevocable and unconditional Bank guarantee from any Scheduled Bank having a branch in India for a sum equivalent to Rs. _____-/- (Rupees _____ only) in the form set forth in Article 13 of this Agreement (the "Performance Guarantee"). The Performance Guarantee shall be payable at Pune.
- 13.1.2. The Performance Guarantee shall be retained for the period equivalent to "entire License Period plus six months".
- 13.1.3. Maha-Metro reserves the right for deduction of dues from Licensee's Performance Guarantee for:
- a. Any penalty imposed by MAHA-METRO for violation of any terms and conditions of this Agreement committed by the Licensee.
 - b. Any amount which MAHA-METRO becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - c. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d. Any outstanding payment/ claims of MAHA-METRO remained due after completion of relevant actions as per this Agreement.

13.2. Appropriation of Performance Guarantee

- 13.2.1. Upon occurrence of a Licensee's Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Guarantee as Damages for such Licensee Default. Upon such encashment and appropriation from the Performance Guarantee, the Licensee shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Guarantee, and in case of appropriation of the entire Performance Guarantee, provide a fresh Performance Guarantee as the case may be, and the Licensee shall, within the time so granted, replenish or furnish fresh Performance Guarantee as aforesaid, failing which the Authority shall be entitled to terminate this Agreement. Upon replenishment or furnishing of a fresh Performance Guarantee, as the case may be, as aforesaid, the Licensee shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Licensee Default, and in the event of the Licensee not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Guarantee as Damages, and to terminate this Agreement in accordance with Article 17.

ARTICLE 14: MAINTENANCE OF ADVERTISEMENT SPACES

14.1. Maintenance of Sites

- 14.1.1. Licensee shall keep and maintain all the Sites including the advertisement media/panel in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 14.1.2. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or Maha-Metro employees or loss to Maha-Metro property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle Maha-Metro to terminate the License Agreement with 30 days written notice.
- 14.1.3. Access to the spans for the purpose of placement of advertisements shall be regulated by the office of the Additional General Manager/Planning and the Licensee is required to take necessary permissions in this regard from the office of Additional General Manager/Planning or its authorised representatives as per extant policy of Maha-Metro. It is clarified that the permission to the Licensee shall not be unduly denied.
- 14.1.4. Regular joint inspection will be conducted by Maha-Metro officials and Licensee, at least fortnightly. Discrepancy noticed or instructions issued by Maha-Metro shall be rectified / complied by the Licensee within a period of 7 days, failing which Maha-Metro reserves the right to impose fine up to Rs.5,000/- per instance of violation per week on pro rata basis.
- 14.1.5. Deliberate or wilful non-compliance of Maha-Metro's written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle Maha-Metro to encash from the Performance Guarantee in part or full and or terminate this License Agreement after giving 90 day's notice to the Licensee.
- 14.1.6. Such termination of this Agreement and encashment of the Performance Guarantee by Maha-Metro shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
- 14.1.7. Further, Maha-Metro can impose the fine on Licensee up to Rs.5,000/- per week per offence on the following offenses:
 - a. Any staff of Licensee found in drunken condition / indulging in bad conduct.
 - b. Any staff of the Licensee found creating nuisance on duty.
 - c. Improper maintenance & defacement of the Metro Property.
 - d. Dishonour of drafts and Cheques given by Licensee in favour of Maha-Metro.
 - e. Misbehaviour with staff and commuters of Maha-Metro.

- f. Not following safety and security norms as may be indicated by authorized representative of Maha-Metro.
 - g. Utilizing advertisements at locations other than that approved by Maha-Metro.
 - h. Non submission of monthly statement of approved plan and actual utilized area of advertisements.
- 14.1.8. The amount of penalty shall become double the specified amount after three years from the date of commencement this Agreement.
- 14.1.9. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha-Metro official not below the rank of Additional General Manager (AGM).

ARTICLE 15: OPERATION AND MAINTENANCE

15.1. Operation and Maintenance

- 15.1.1. Licensee confirms that he/they fully understand and confirm that the spans on which the horticulture development is undertaken including the panels/advertisements spaces shall, at all-time belong to Maha-Metro, and no interest in the same shall be created by the licensee. The Licensee also agrees not to sub-license, lease, sub lease, hypothecate or part with, partially or fully in any form, on the Sites/advertisement spaces.
- 15.1.2. The Licensee shall be responsible to maintain the Horticulture / Landscaping developed by it on the median of road along the entire Reach- 1 and Reach-2 of Pune Metro as per the details provided in Annexure-01. For clarification purposes, horticulture maintenance shall be undertaken for all the spans being covered under the scope of the work of this tender, irrespective of whether the same is being utilized for advertisement purposes by the Bidder.
- 15.1.3. The advertising rights for panels will vest with the Licensee only. Any persons wishing to advertise in the above-mentioned panels will have to deal directly with the licensee and Maha-Metro will have no dealing in this regard. At no time subletting of rights for advertisement to other advertising agencies/outdoor agencies, Out of Home advertising agencies, etc. would be permissible under this agreement. The Licensee agrees voluntarily and unequivocally to place Maha-Metro messages at their own cost in the panels which lie vacant and not commercialized at any time after the rent free fitment period of 90 days from signing of License Agreement.
- 15.1.4. All the advertising panels shall belong exclusively to Maha-Metro Ltd at all times. No permanent interests or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.
- 15.1.5. The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of Maha-Metro.
- 15.1.6. The Licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the panels, the licensor will not be liable to pay any compensation to the licensee.
- 15.1.7. The Licensee will have to maintain all the advertisement inserts in proper clean condition for the License tenure. The advertising media should be of fire-retardant low smoke/zero halogen material and meeting the standards set by the advertisement policy of the respective civic agencies or of the Urban Development Department, Government of Maharashtra. The Licensee must submit the media sample for Maha-Metro's approval to the office of the General Manager/Planning before using the same. Maha-Metro reserves the right not to give such permission.

- 15.1.8. The Licensee fully understands and comprehend that all the spans with the horticulture development undertaken therein including the advertisement panels constructed / fabricated, installed and commissioned by him/her/them will become the sole property of Maha-Metro at the end of the License Period. Further, the Licensee shall maintain the spans in good and working conditions at the time of natural completion or termination of this Agreement.
- 15.1.9. The Licensee shall at all times indicate the date till which their License is valid on each of their advertisements displayed.
- 15.1.10. All terms and conditions indicated in this Agreement will also be applicable for the additional panels/spaces offered and accepted by the licensee.
- 15.1.11. Licensee shall keep and maintain the advertisement media/panel, etc, in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/Maha-Metro to ensure safety of Maha-Metro commuters.
- 15.1.12. Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost.
- p) In case of accident caused due to negligence of the Licensee resulting into injury/ death to Maha-Metro employees/ other users/ any person or loss to Maha-Metro property, Licensee shall compensate the loss (es), without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of Agreement. The Licensee shall keep Maha-Metro indemnified against all such losses and shall maintain necessary insurance including third party damages as required by law.
- 15.1.13. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- 15.1.14. Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- 15.1.15. The Licensee shall comply with the laws of land including Court judgments/ court orders/Maharashtra Pollution Control Board and Pune Fire Service guidelines and/or other government regulatory bodies, regulating the advertisements/ displays and Maha-Metro can't be held liable for any change/modification in these laws which adversely affects this Agreement and the Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- 15.1.16. **Penalty Clauses** - Maha-Metro can impose the fine on Licensee up to Rs.5,000/- per offence on the following offenses: -
- a. Any staff of Licensee found in drunken condition/indulging in bad conduct.
 - b. Any staff of the Licensee found creating nuisance.

- c. Improper maintenance & defacement of the Metro Property.
- d. Dishonour of Cheques and Drafts submitted by Licensee to Maha-Metro. Cheques will be accepted only in emergent conditions & with the approval of Maha-Metro by official not below the rank of General Manager.
- e. Misbehaviour with staff and commuters of Maha-Metro.
- f. Not following safety and security norms as may be indicated by authorized representative of Maha-Metro.
- g. Utilizing advertisements at locations other than that approved by Maha-Metro.
- h. Non-submission of monthly statement of approved plan and actual utilized area of advertisements.
- i. Vacant panels i.e. without mounted display/advertisement/filler/display of Maha-Metro at any time after completion of fitment period.
- j. infringe into the Maha-Metro premises

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

15.2. Reports of unusual occurrence

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

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

ARTICLE 16: FORCE MAJEURE

16.1. Force Majeure

- 16.1.1. 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, Pandemic.
 - b. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
 - c. Fire caused by reasons not attributable to the Licensor.
 - 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.
 - f. Strikes or boycotts, lockdowns or lockouts, other than those involving the Licensor/ Licensee, its contractors, or their employees, agents etc.
- 16.1.2. The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.
- 16.1.3. Occurrence of any Force Majeure shall be notified to the other party within 7 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 (seven) days to the other party and interest free Security Deposit shall be refunded by Maha-Metro to the Licensee after adjusting outstanding dues, if any.

ARTICLE 17: BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT

17.1. Licensee Events of Default

Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default :-

- 17.1.1. If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.
- 17.1.2. If at any time during the subsistence of this License Agreement, there is non-conformity to the License Agreement or any time during this License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates this Agreement.
- 17.1.3. If the Licensee fails to pay License Fee or other amounts due to Maha-Metro and continues to be in default for more than 90 days. Even non-payment of one-month License Fees will be considered an Event of Default.
- 17.1.4. If the Licensee is in persistent non-compliance of the written instructions of Maha-Metro officials.
- 17.1.5. 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.
- 17.1.6. If Licensee is in violation of any of the clauses of this Agreement and after three written notice from Maha-Metro fails to cure the Default to the satisfaction of Maha-Metro.
- 17.1.7. If any of the above Material Breach and Licensee Events of Default happens
- 17.1.8. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- 17.1.9. If the Licensee submitted false undertaking regarding not blacklisting / ban on Licensee by Central/ State Government Department/ Public Sector Undertaking/ Other Government Entities or Local Body or termination of contract due to their non-performance after award of contract during last five (5) years.

17.2. Consequences of Material Breach and Licensee's event of Default

- 17.2.1. If any of the above Material Breach and Licensee Events of Default happens, then:
- 17.2.2. Maha-Metro, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate this License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.
- 17.2.3. Maha-Metro shall issue a note to the Licensee to cure the defaults. If the Licensee fails to cure the Default within stipulated time, Maha-Metro after giving a final 15 days' termination notice shall be entitled to terminate this License Agreement.
- 17.2.4. In all other cases of Licensee's Event of Default where specific notice period is not provided, Maha-Metro shall issue a Notice to Licensee to cure the Default within 45 days. If the Licensee

fails to cure the Default within 45 days, Maha-Metro after giving a final 15 days' termination notice shall be entitled to terminate the License Agreement.

17.3. Handing over on Termination / Completion / Surrender -

17.3.1. At the time of termination/natural completion of this Agreement, the Licensee shall handover the spans along with the horticulture development undertaken therein (including filled soil, drip irrigation facilities, electric works etc.) along with the advertisement panel structures and its associated structures back to Maha-Metro in good working condition, having necessary structural suitability and on as-is where-is basis without any financial implication to either side, failing which such assets shall become property of Maha-Metro.

17.4. Termination on the account of Operational Ground of Maha-Metro

- 17.4.1. Maha-Metro reserve the rights to terminate this License Agreement by giving ninety (90) days advance notice on operational ground. This License agreement will stand terminated on expiry of 90 day's notice. The advance License Fees deposited by the Licensee for the balance period on pro-rata basis shall be refunded, without consideration of interest. Further, the Performance Guarantee shall be released after adjusting outstanding dues, if any.
- 17.4.2. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

ARTICLE 18: DISPUTE RESOLUTION/ARBITRATION

18.1 Dispute Resolution

18.1.1 No legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Article 18. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 18 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

18.1.2 Notice of Dispute

For the purpose of Sub-Clause 18.1.2, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of takeover of the License Space by Maha-Metro.

18.1.3 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

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

18.1.4 Conciliation

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

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

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

18.1.5 Conciliation Procedure

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired

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

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

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

18.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

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

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

18.2 Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the License Agreement or the

breach thereof shall be referred to Arbitration in accordance with the following provisions:

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

Further, it is agreed between the parties as under:

18.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:

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

18.2.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 03 names to the Contractor. The Licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Licensor. In case the Licensee fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha-Metro then MD/Maha-Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha-Metro, the Licensor will forward a panel of 5 names to the Licensee. The Licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Licensor.
 - b) Licensor will decide the second Arbitrator. MD/Maha-Metro shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Licensee, within 30 days from the receipt of the consent for one name of the Arbitrator from the Licensee. In case the Licensee fails to give his consent within 30 days of dispatch of the request of the Licensor then MD/Maha-Metro shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Licensee or from the larger panel of Arbitrators to be provided to them by Licensor at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / Maha-Metro.

- d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Maha-Metro fails to act without undue delay, the MD/Maha-Metro shall appoint new Arbitrator /Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii)(c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e) The Licensor at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Licensee.

18.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 18.2.2 above):
The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

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

or

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

18.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

18.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.

18.2.6 It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

18.2.7 If the Licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Licensor/ Conciliator that the final

demand is ready, he/they will be deemed to have waived his/their claim(s) and the Licensor shall be discharged and released of all liabilities under the License Agreement in respect of these claims.

- 18.2.8 Arbitration proceedings shall be held at Pune, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 18.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavour to adhere to time schedule for early finalization of Award.
- 18.2.10 The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 18.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award. party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 18.2.12 Interest on Arbitration Award**
Where the arbitral award is for the payment of money, interest @ 15% per annum shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.
- 18.2.13 Cost of Conciliation / Arbitration**
The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the Licensor from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Licensor or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Licensor and the Licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by Maha-Metro are as per Schedule-D enclosed.
- 18.2.14 Jurisdiction of Courts**
Where recourse to a Court is to be made in respect of any matter, the court at Mumbai shall have the exclusive jurisdiction to try all disputes between the parties.

ARTICLE 19: MISCELLANEOUS

- 19.1 Insurance and Waiver of Liability** - The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in Maha-Metro premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to Maha-Metro, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold Maha-Metro harmless against any liability, losses, damages, claims, expenses suffered by Maha-Metro because of such default by the Licensee.
- 19.2 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify Maha-Metro Administration for any loss and damages suffered due to violation of its provision.
- 19.3 The Licensee shall comply with the laws/guidelines/policies including **Pune/Pimpri Chinchwad Municipal Corporation/Pune Cantonment Board/Pune Cantonment Board's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India**, regarding advertisement/display. Maha-Metro will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- 19.4 The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisement at any Sites is not permitted due to court order/local laws/civil authorities.
- 19.5 The Licensee hereby indemnifies Maha-Metro against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 19.6 The Licensee hereby agrees that Maha-Metro shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of Maha-Metro. Licensee hereby indemnifies Maha-Metro against the claims made by Licensee's employees against Maha-Metro.
- 19.7 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. The Licensee hereby indemnifies Maha-Metro against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of Maha-Metro in accordance with Maha-Metro's policies regulations prevalent at that time.
- 19.8 The Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee. These personnel shall at no point of time be construed to be employees of Maha-Metro and the Licensee shall be solely responsible for compliance with

all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify Maha-Metro from any claims that may arise in connection with above.

19.9 Employees conduct:

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

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

- a. That the Licensee shall not have or claim any interest in/on the said Metro premises as a tenant/ sub-tenant or otherwise:
- b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by Maha-Metro in favour of Licensee in or in respect of the advertisement spaces and Sites, except to carry out their activities as granted under this License Agreement; and
- c. That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

19.11 The relationship between Maha-Metro and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between Maha-Metro on the one hand and Licensee on the other hand in connection with and/or relating to advertisements being displayed by the Licensee at the said premises.

19.12 In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "Maha-Metro" to dismantle/remove hoardings and material installed by the Licensee at the metro premises and also shall revoke the Licensee's right for the 300 advertisement minutes granted to the Licensee. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection by the Licensor.

19.13 That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and Maha-Metro shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.

19.14 The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from Maha-Metro. The Licensee also

voluntarily agrees to collect the invoices from the office of the Authorized representative of the Maha-Metro before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

19.15 In case of restricted availability of power supply / breakdown, the station power requirements would get first priority and this may result in restriction / rostering of power supply to the advertisements hoardings and associated lightings. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of Maha-Metro or such causes where the supply of Maha-Metro is affected by a cause or causes over which Maha-Metro has no control, Maha-Metro shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

19.16 Notices:

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

If to Authority:

Address : Maharashtra Metro Rail Corporation Limited
101, The Orion, Opposite Don Bosco Youth Center
Koregaon Park Road
Pune- 411001
Telephone : 020 –
Fax :
Email :
Kind Attention : Managing Director
Cc : Authority Representative

If to the Licensee

Name : M/s
Address : “ ”
Telephone :
Fax :
Mobile :
Attention :

- b. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized

representative. All Notice shall be addressed as follows:

- c. No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

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

For and on behalf of
THE AUTHORITY by:

(Signature)
(Name)
(Designation)

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

2.

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

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

Annexures

Annexure – 1:

Scope of work for Median Beautification in Reach-1 &2 of PMRP

The scope of work shall include but not be limited to the following:

- a. Soil filling including filling up the median spaces with a mix of garden soil & farmyard manure in the ratio of 70:30 or suitable including loading & transportation charges, labour charges etc. all complete at the Site. The soil filling shall be done such that the median of width approx. 2 m and height 1 m is filled entirely. The Bidder shall be allowed to install credit sign boards of 6 sqft area to acknowledge the association with a particular entity that has sponsored the horticulture development in the spans.

Reach	Location Stretch	From / to Pier No.	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification
Reach-1	PCMC to Harris Bridge	P 396 to HB-1	6.379	287
Reach-2	Vanaz to Deccan Corner	P-4 to P-150	4.002	201
Total	Reach-1 & Reach-2		10.381	488

- b. Carry out the work of green wall or vertical garden including providing & installation of multicavity bio wall system with multi cavity, each cavity not less than 60 Cubic Inch in space, with dedicated water reservoir, securely hung on the 3 Fold GI section, moisture blanket, provision to screw modules securely to take any wind velocity or vibrations, planted with approved vegetation suitable for climatic, micro-climatic conditions including shade path, supported with drip irrigation system along with vertical support members and GI horizontal support sections and supply& fixing of PVC drain trays etc. of approx. length of 5 meters starting from above the boom barrier on the following piers on all sides:

Reach	Pier Nos. considered for vertical gardens
Reach-1	P376, PC 10, NP-P4, Np-P8, P226, P224
Reach-2	CP7, CP8, VA10, P21, P82, P83, NS1, P139, P147, P148

The Bidder shall not be allowed to fabricate or install any structure or undertake any advertisements on the piers proposed herein for carrying out the subject work. However, the Bidder shall be allowed to install credit sign boards of 4 sqft area to acknowledge the association with a particular entity that has sponsored installation of the vertical gardens.

- c. Carry out electrical and mechanical works at site including supply & installation of electric cables (3.5 core, 400 sqmm Al conductors or suitable required for pumping and lighting works along the median and for the vertical garden wherever necessary.
- d. Installation of pumps, drip irrigation system for regular watering of the shrubs and in the vertical garden piers wherever necessary.
- e. Carrying out horticulture works including Supply & plantation of shrubs as approved by Maha-Metro. The overall design, schematic, layout, plant varieties etc. shall be proposed by the Bidder

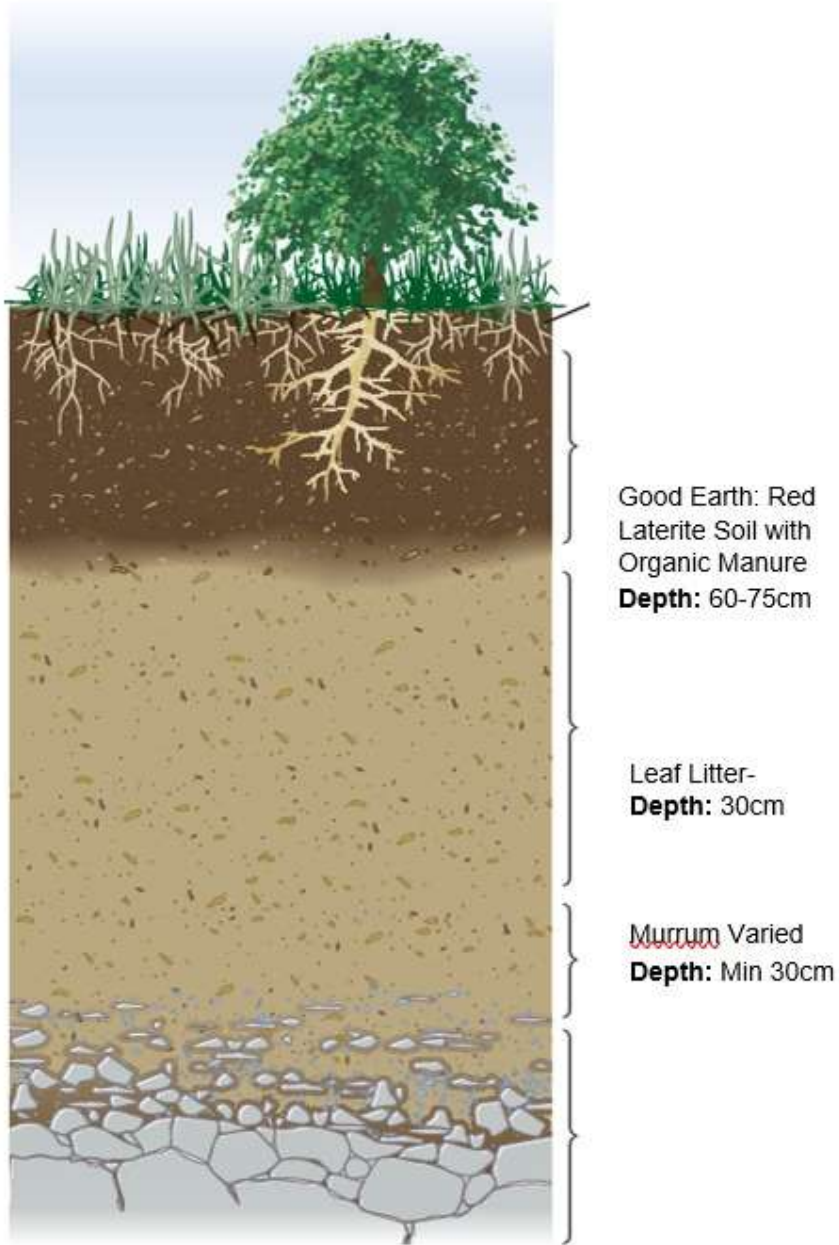
and shall be approved by Maha-Metro prior to execution. Plantation shall be carried out as per the specifications provided in atleast 5 rows at a distance of 1.50 ft distance across the breadth of the span and covering across the length of the span or should uniformly cover the entire bed of the span, rolling with manual roller for compaction and facilitating rooting and maintaining for the initial development period of one month on completion of above, by following cultural practices for weeding, basin making, watering, application of plant protection measures by carrying out sprays of insecticides/ pesticides as and when required including replacement of mortalities if any complete as directed by the Competent Authority of Maha-Metro.

- f. Maintenance of the median plantation and vertical gardens in good and working condition including watering, manuring, pruning etc. to ensure maximum safety to road commuters for the License Period.
- g. Securing approvals from the civic agency including Pune Municipal Corporation (PMC)/ Pimpri Chinchwad Municipal Corporation (PCMC), Traffic Department, Police Department, MSEDCL etc. for execution of the subject work as per the scope of work provided herein.
- h. Securing electricity supply connection including all capital expenditures, permits, charges etc. thereof from MSEDCL/civic agencies or concerned government authorities as applicable.
- i. Maha-Metro shall provide the water supply connection through existing sources in Reach-2 whereas for Reach-1, the Bidder shall have to secure water supply connections by liasioning with the concerned civic agencies. However, if the source of water supply to be provided by Maha-Metro dries up, the Bidder shall be responsible to arrange the source of water supply at their own cost.
- j. Design, Procurement, installation, operation & maintenance of advertisement panels as per the design specifications of Maha-Metro and as per the prevailing guidelines and regulations in the spans to be used for advertisement purposes only as per the specifications of Maha-Metro.
- k. The Bidder shall be allowed to install/erect two advertisement panels (both side display) on every alternate span on median of Road between Piers of Reach-1 & Reach-02. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height) which will be two way displays (back-to-back) and maximum 2 number of advertisement panels per span shall be allowed.
- l. Operation and maintenance including electricity expenses, water charges etc. for the License Period for all the spans being utilized for the advertisement panels as well as the spans having only horticulture development.
- m. Brief details of Sites including the advertisement spaces available are as follows:

Table No. 1: Details of Advertisement Spaces

Reach	Location Stretch	From / to Pier No.	Approx. distance available for viaduct beautification in Km	Approx. Number of Spans for median beautification	Approximate Number of Spans feasible for advertisement purposes	Approx. Advertisement Area in sq ft
Reach-1	PCMC to Harris Bridge	P 396 to HB-1	6.379	287	144	27,648
Reach-2	Vanaz to Deccan Corner	P-4 to P-150	4.002	201	101	19,392

Total	Reach-1 & Reach-2	10.381	488	245	47,040
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Ornamental Plant Species Suitable for Plantation in Median Beautification

1	Vilayati Chinch
2	Dwarf Powder Puff (Caliandra)
3	Bogainvillia (Compact)
4	Euphorbia (Cleredendron)
5	Kanher (Dwarf)
6	Tagar
7	Raphins Palm
8	Koel
9	Bamboo Varieties- Ornamental (Yellow) bamboo, Buddha Bamboo
10	Aareka Palm
11	Oranamental agave (Varigated & Green)
12	Adulsa
13	Lemon Grass
14	Ocimum tenuiflorum (Tulas)
15	Ficus Species
16	Chinese bamboo/ bamboo grass
17	Fan Palm
18	Table Palm
19	Dracaena
20	Philodendron
21	Snake Plant
22	Pothos
23	Spider Plant
24	Umbrella tree- plain green & Varigated

du.
C.B.V. JAGZAP
MANAGER [HORTICULTURE]
MAHAMETRO PUNE.

A. Maintenance of the Horticulture Spaces

Maintenance of the specified horticulture space in all respects in good condition such as weeding, cleaning, watering, cutting, gap filling, manuring, cutting and composting, preparation of bed plantation, trees, shrubs, ground cover etc. for the License Period. Further, utmost care should be taken in maintenance of the horticulture spaces for the License Period including pruning, trimming, watering etc. The maintenance aspect shall include but not be limited to the following:

- Fencing of suitable sizes shall be erected wherever necessary to ensure protection of the passerbys.
- Pruning of branches/ overflowing the carriage ways shall be done periodically to ensure safety of in-transit passerbys.
- Regular manuring shall be carried out through a mixture of fertilizers containing nitrogen, potassium, potash etc.
- Careful maintenance of plant material consists of removing parasites, removing unhealthy branches, pruning, removing dead or dangerous plants and manuring from time to time. Constant watch and supervision shall be necessary.
- Regular participation of citizen forums may be ensured from time to time including awareness activities necessary to ensure participation of citizens in maintenance of the same.

B. Design, supply, fabrication, installation operation & maintenance of advertising spaces as per the terms and conditions of the tender documents and as per the business plan of the Bidder.

Note:

- The offered area is the display area of the advertising media and excluding area of panels, fixtures, etc.
- Licensee shall not have any claim for compensation or damages, revision/reduction in License fee, in case of delay in handover of the Sites.

3. Licensee is to be charged for the total advertisement area handed over by Maha-Metro.
4. Jurisdiction of the Sites shall be decided by Maha-Metro.

Annexure - 2: Rules and Guidelines for Release of Electric Power

1. Electric power required for alignment beautification works shall be arranged by the Licensee separately from MSEDCL or other agencies. However, if the Licensee proposes to install DG set, the same shall be conforming to MAHA-METRO's DG set Policy.
2. Maha-Metro shall not have any obligation for providing temporary or permanent power supply for execution of the subject work.

Annexure-2(A)

Electrical Installation Test Report

SN	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	Details of Address	
4	Connected Load	
5	Energy Meter S. No. & Make (Manufacturer's test report is to be enclosed)	

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

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

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor
(Holding Valid License)

Annexure-2(B)

Specifications for Electrical Works

1. Licensee is required to prepare all the plans/drawings for Electrical & Fire work to be carried by them and obtain prior approval of MAHA-METRO before execution. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision of electricity shall be borne solely by the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. A load up to 10 KVA shall given in single phase shall be given. Load above this it shall only be given in three phase. License is required to balance load at his end so that no unbalancing occurs at MAHA-METRO end.
3. Cables up to 6 Sq.mm. shall be of copper conductor and above 6 Sq.mm. Aluminium conductors may be used. Cables for single phase shall be three core, with one core as earth. For three phase load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing.
4. All wires shall be FRLS. Cables shall be armoured, XLPE, FRLS.
5. The meter along with MCB & ELCB box shall be metallic and without any holes. DP MCB & ELCB is required for single phase supply. TPN MCB and ELCB are required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per below table-1.
6. Licensee shall provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
7. All materials specification must follow standards, codes and specification as used by MAHA-METRO in the E&M works.
8. In case, the Licensee draws power more than the sanctioned load, electricity connection may be disconnected. The electricity connection shall be on first occasion only when Licensee pays necessary penalty as per DERC norms and removes excess load. On the subsequent occasion, MAHA-METRO reserves the rights to revoke the license and forfeited the interest free Security Deposit.
9. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
10. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application conforming to UL – 94 standards on flammability of material.

Table: 1 -- Rating of Electric Items

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

Annexure 2(C)

List of Approved Makes

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

Annexure-2(D)

Guidelines for use of DG set by Licensee at Metro Station

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

Format for Performance Guarantee

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has issued LOA bearing no _____ dated _____/entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's first demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

In the event that any amount to be paid under this guarantee, payments shall be remitted to beneficiary account.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

-----End of Tender Document-----



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Joint Venture of Govt. of India & Govt. of Maharashtra

CIN: U60100MH2015SGC262054

Date: 11 July 2022

CORRIGENDUM-I

Tender No.: P1PD-08/2022 dated 28 June 2022

Name of Work: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years

Reference: Further to **Tender Documents** dated 28 June 2022

The revised venue of pre-bid meeting shall be as follows:

SN	Activity	Date as per Tender	Revised Venue
1	Pre-bid Meeting	12/07/2022 at 11.00 Hours at Conference Hall, Maharashtra Metro Rail Corporation Limited, Inside Mahatma Phule Museum, Ghole Road, Shivaji Nagar, Pune – 411005, Maharashtra.	12/07/2022 at 11.00 Hours at Conference Hall – II, Pune Metro Rail Project, Block No. A3, FGSG, Near Civil Court, Next to Kamgar Putala Vasahat, Shivajinagar, Pune-411005 India.



[Signature]
DGM/Civil (Procurement & Contracts),
Pune Metro Rail Project,
Maharashtra Metro Rail Corporation Limited.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Joint Venture of Govt. of India & Govt. of Maharashtra

CIN: U60100MH2015SGC262054

Date: 22 July 2022

CORRIGENDUM-II

Subject: Reply to Pre-Bid Queries & Extension of time

Tender No.: P1PD-08/2022 dated 28 Jun 2022

Name of Work: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years

Reference: Further to **Tender Documents** dated 28 Jun 2022, **Corrigendum I** dated 11 Jul 2022

a. The following documents shall be part of Corrigendum II:

1. Corrigendum-II: Replies to Queries and Pre-Bid Clarifications (04 Pages)
2. Addendum-01 to Corrigendum-II (04 Pages)

b. The revised submission and opening time shall be as follows:

Activity (Event)	As per NIT	Revised Dates
Last date of Submission of Bids	28.07.2022 at 15:00 Hrs	04.08.2022 at 15:00 Hrs
Date of Opening of Bids	28.07.2022 at 16:00 Hrs	04.08.2022 at 16:00 Hrs



ED (Procurement & Contracts),
Pune Metro Rail Project,
Maharashtra Metro Rail Corporation Limited.

Title: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years**Tender No: P1PD-08/2022****Date of NIT: 28.06.2022****Addendum-01 to Corrigendum-02**

Sr. No.	Clause Ref.	Existing Description	Replaced with
1	4.3 Tenure of License of Volume-1	Tenure of License Agreement shall be 05 (Five) years, unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder. The tenure of License Agreement shall commence from the date of signing of License agreement or handover of the median of Reach-1 & Reach-2. The License period for additional advertisement space so handed over/allotted during the subsistence of the License Period will be co-terminus with original License Period.	<p>Tenure of License Agreement shall be 5 +5 (Five + Five) years, unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder. The tenure of License Agreement shall commence from the date of signing of License agreement or handover of the median of Reach-1 & Reach-2 and shall be initially for a period of 5 (five) years . Upon successful completion of the five years and written request made by the Successful Bidder and subject to continued proper keep up of the median spaces, operation and maintenance of the horticulture spaces and vertical gardens,regular payments to Maha-Metro as due etc. the License Period shall be extended for another period of 5 years subject to the approval of the Competent Authority of Maha-Metro.</p> <p>If it is found at the end of the period of 5 years, that the Successful Bidder's performance with respect to the horticulture development and maintenance is not satisfactory, Maha-Metro at its own discretion shall have the right to not extend the License Period for another 5 years.</p> <p>For clarification purposes, the License period for additional advertisement space so handed over/allotted during the subsistence of the License Period will be co-terminus with original License Period.</p>
2	3.1.1 Tenure of License of Volume-2	The Exclusive Outdoor Advertisement Rights between the select Piers of Reach-1 (between PCMC to Harris Bridge) and of Reach-2 (between Vanaz to Deecan Corner) of Pune Metro Rail Project shall be provided for a period of 05 years unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of License Agreement.	<p>Tenure of License Agreement shall be 5 +5 (Five + Five) years, unless otherwise terminated by Maha-Metro or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of signing of this agreement or handover of the median of Reach-1 & Reach-2 and shall be initially for a period of 5 (five) years . Upon successful completion of the five years and written request thereof made by the Licensee and subject to continued proper keep up of the median spaces, operation and maintenance of the horticulture spaces and vertical gardens,regular payments to Maha-Metro as due etc. the License Period shall be extended for another period of 5 years subject to the approval of the Competent Authority of Maha-Metro.</p> <p>If it is found at the end of the period of 5 years, that the Licensee's performance with respect to the horticulture development and maintenance is not satisfactory, Maha-Metro at its own discretion shall have the right to not extend the License Period for another 5 years.</p> <p>For clarification purposes, the License period for additional advertisement space so handed over/allotted during the subsistence of the License Period will be co-terminus with original License Period.</p>

3	Clasue 4.9.3 of Volume-1	The Annual License Fees shall be computed for twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.	The Annual License Fees for the first year shall be paid in four installments as follows: 50% of the quoted Annual License Fees for 1st Year shall be paid by the 91st day of the date of signing of License Agreement. 25% of the quoted Annual License Fees for 1st Year shall be paid by the 181st day of the date of signing of License Agreement. 25% of the quoted Annual License Fees for 1st Year shall be paid by the 365th day of the date of signing of License Agreement. Further, The Annual License Fees for the subsequent years shall be computed for twelve calendar months from 1st day of April to 31st day of March in four equal installments and shall become due on 1st April, 1st July, 1st October & 1st January of each susbequent calendar year.																								
4	Clause 4.1.3 of Volume-2	The Annual License Fees shall be computed for Twelve calendar months from 1st day of April to 31st day of March for payment of License Fees. The aforesaid Annual License Fees shall be paid in two instalments and shall be due on 1st April and 1st October of each calendar year.	The Annual License Fees for the first year shall be paid in four installments as follows: 50% of the quoted Annual License Fees for 1st Year shall be paid by the 91st day of the date of signing of License Agreement. 25% of the quoted Annual License Fees for 1st Year shall be paid by the 181st day of the date of signing of License Agreement. 25% of the quoted Annual License Fees for 1st Year shall be paid by the 365th day of the date of signing of License Agreement. Further, The Annual License Fees for the subsequent years shall be computed for twelve calendar months from 1st day of April to 31st day of March in four equal installments and shall become due on 1st April, 1st July, 1st October & 1st January of each susbequent calendar year.																								
5	Clasue 4.9.4 of Volume-1	<div>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:</div> <table><tr><td>The Billing Period</td><td>1st April – 30th September</td><td>1st October – 31st March</td></tr><tr><td>Period of Issue of demand note</td><td>16th February to 15th March</td><td>16th August to 15th September</td></tr><tr><td>Last date for payment of dues</td><td>15th March</td><td>15th September</td></tr></table>	The Billing Period	1 st April – 30 th September	1 st October – 31 st March	Period of Issue of demand note	16 th February to 15 th March	16 th August to 15 th September	Last date for payment of dues	15 th March	15 th September	<div>The license fee for the subsequent years after the first year shall be paid in advance within 15 days of the commencement of that quarter . This has also been illustrated below for better under</div> <table><tr><td>The Billing Period</td><td>1st April - 30th June</td><td>1st July - 30th September</td><td>1st October - 31st December</td><td>1st January - 31st March</td></tr><tr><td>Period of issue of Demand Note</td><td>15th March - 31st March</td><td>15th June - 30th June</td><td>15th September - 30th September</td><td>15th December - 31st December</td></tr><tr><td>Last date for Payment of Dues</td><td>15th April</td><td>15th July</td><td>15th October</td><td>15th January</td></tr></table>	The Billing Period	1st April - 30th June	1st July - 30th September	1st October - 31st December	1st January - 31st March	Period of issue of Demand Note	15th March - 31st March	15th June - 30th June	15th September - 30th September	15th December - 31st December	Last date for Payment of Dues	15th April	15th July	15th October	15th January
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6	Clasue 4.1.4 of Volume-2	<div>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:</div> <table><tr><td>The Billing Period</td><td>1st April – 30th September</td><td>1st October – 31st March</td></tr><tr><td>Period of Issue of demand note</td><td>16th February to 15th March</td><td>16th August to 15th September</td></tr><tr><td>Last date for payment of dues</td><td>15th March</td><td>15th September</td></tr></table>	The Billing Period	1 st April – 30 th September	1 st October – 31 st March	Period of Issue of demand note	16 th February to 15 th March	16 th August to 15 th September	Last date for payment of dues	15 th March	15 th September	<div>The license fee for the subsequent years after the first year shall be paid in advance within 15 days of the commencement of that quarter . This has also been illustrated below for better under</div> <table><tr><td>The Billing Period</td><td>1st April - 30th June</td><td>1st July - 30th September</td><td>1st October - 31st December</td><td>1st January - 31st March</td></tr><tr><td>Period of issue of Demand Note</td><td>15th March - 31st March</td><td>15th June - 30th June</td><td>15th September - 30th September</td><td>15th December - 31st December</td></tr><tr><td>Last date for Payment of Dues</td><td>15th April</td><td>15th July</td><td>15th October</td><td>15th January</td></tr></table>	The Billing Period	1st April - 30th June	1st July - 30th September	1st October - 31st December	1st January - 31st March	Period of issue of Demand Note	15th March - 31st March	15th June - 30th June	15th September - 30th September	15th December - 31st December	Last date for Payment of Dues	15th April	15th July	15th October	15th January
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Last date for Payment of Dues	15th April	15th July	15th October	15th January																							
7	Clasue 4.9.5 of Volume-1	The first payment of License Fees applicable for initial 06 months from the date of signing of License Agreement and shall be paid within 30 days of issuance of LOA by Maha-Metro.	Deleted.																								

8	Clasue 4.1.5 of Volume-2	In the event if the license tenure at the start and end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.	The Annual License Fees for the first year shall be paid in four installments as follows: 50% of the quoted Annual License Fees for 1st Year shall be paid by the 91st day of the date of signing of License Agreement. 25% of the quoted Annual License Fees for 1st Year shall be paid by the 181st day of the date of signing of License Agreement. 25% of the quoted Annual License Fees for 1st Year shall be paid by the 365th day of the date of signing of License Agreement. Further, The Annual License Fees for the subsequent years shall be computed for twelve calendar months from 1st day of April to 31st day of March in four equal installments and shall become due on 1st April, 1st July, 1st October & 1st January of each susbequent calendar year. Further, if the license tenure at the end of this Agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.
9	Clasue 4.9.6 of Volume-1	The adjustment of License Fees duly considering fitment period and pro-rata adjustment to fit the billing period as mentioned in clause 4.9.4 shall be taken into consideration while charging of License Fees applicable for second half of first year tenure (i.e. 06 months to 12 months of the License Tenure).	The adjustment of License Fees duly considering the billing period as mentioned in clause 4.9.4 shall be taken into consideration while charging of License Fees applicable for the 2nd year of the License Period.
10	Clasue 4.9.7 of Volume-1	The License Fees shall be paid for complete 06 months tenure from the third instalment (1st instalment of 2nd calendar year) onwards by the Successful Bidder.	Deleted.
11	Clasue 4.9.8 of Volume-1	In the event if the license tenure at the end of the agreement is lesser than the period of six months, then the license fees shall be paid on pro-rata basis.	In the event if the license tenure at the end of the agreement is lesser than the period of three months, then the license fees shall be paid on pro-rata basis.
12	Clasue 5.19.1 of Volume-1	Successful Bidder shall have to deposit a bank guarantee issued by any scheduled commercial bank registered in India as security (the "Performance Guarantee") (equivalent to the Annual License Fees to fifth year of the License Period).	Successful Bidder shall have to deposit a bank guarantee issued by any scheduled commercial bank registered in India as security (the "Performance Guarantee") (equivalent to the Annual License Fees for the 10th year of the License Period). Upon completion of the horticulture works at Sites within the Fitment Period, the Successful Bidder shall be allowed to reappropriate the Performance Guarantee to a value equivalent to the Annual License Fees for the last 2 quarters of the tenth (10th) year of the License Period).
13	Clause 13.1.1 of Volume-2	The Licensee shall, for the performance of its obligations hereunder provide to the Authority, within 30 Days of Letter of Acceptance, the Performance Guarantee in the form of an irrevocable and unconditional Bank guarantee from any Scheduled Bank having a branch in India for a sum equivalent to Rs. _____-/- (Rupees _____ only) in the form set forth in Article 13 of this Agreement (the "Performance Guarantee"). The Performance Guarantee shall be payable at Pune.	The Licensee shall, for the performance of its obligations hereunder provide to the Authority, within 30 Days of Letter of Acceptance, the Performance Guarantee in the form of an irrevocable and unconditional Bank guarantee from any Scheduled Bank having a branch in India for a sum equivalent to Rs. _____-/- (Rupees _____ only) (equivalent to the Annual License Fees for the 10th year in the form set forth in Article 13 of this Agreement (the "Performance Guarantee"). Upon completion of the horticulture works at Sites within the Fitment Period, the Licensee shall be allowed to reappropriate the Performance Guarantee to a value equivalent to the Annual License Fees for the last 2 quarters of the tenth (10th) year of the License Period). The Performance Guarantee shall be payable at Pune.

14	E-Tender Notice	<p>Date & Time of submission of Tender: Online submission up-till 15.00 Hrs. on 28/07/2022 at Maha-Metro's e-tender portal.</p> <p>Date & Time of Opening of Tender: On 28/07/2022 at 16.00 Hrs. or as decided by Maha-Metro at Procurement Section Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco youth Centre, Koregaon Park Road, Pune 411 001</p>	<p>Date & Time of submission of Tender: Online submission up-till 15.00 Hrs. on 04/08/2022 at Maha-Metro's e-tender portal.</p> <p>Date & Time of Opening of Tender: On 04/08/2022 at 16.00 Hrs. or as decided by Maha-Metro at Procurement Section Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco youth Centre, Koregaon Park Road, Pune 411 001</p>
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Title: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years**Tender No: P1PD-08/2022****Date of NIT: 28.06.2022**

Corrigendum-02: Replies to Queries and Pre-Bid Clarifications				
S.No.	Clause No.	Existing Tender Condition	Bidder's Queries	Replies to Queries
1	4.3 Tenure of License of Volume-1	Tenure of License Agreement shall be 05 (Five) years, unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder. The tenure of License Agreement shall commence from the date of signing of License agreement or handover of the median of Reach-1 & Reach-2. The License period for additional advertisement space so handed over/allotted during the subsistence of the License Period will be co-terminus with original License Period.	Tenure of the tender which is 5 years is very short. The same should be initially for 15 years and further extendable for next 5 years on satisfactory work.	The tenure of License Agreement has been revised to (5 +5) years. Please refer Sr. No.1 of Addendum-1 to Corrigendum-2.
2	Clause 4.2 of Volume-1 of the Tender Documents	General Terms and Conditions for Scope of Work	Several crores of ruppees needs to be spent on expenses towards horticulture/ beautification/ gardening as well as monthly maintenance cost will also be very high, may be 50 lakh plus. The entire project is very much investment intensive.	Tender conditions prevail.
3	1.1.4 of Volume-1	Through this Bid, Maha-Metro intends to select the 'Successful Bidder/Licensee' to take up the Exclusive Outdoor Advertisement Rights between the select Piers of Reach-1 (between PCMC to Harris Bridge) and of Reach-2 (between Vanaz to Deekan Corner) of Pune Metro Rail Project, to be allotted, for a period of 05 years on 'License basis' (the "Project").	Advertisement market in Pune city is not very developed and lucrative. Development of the market will take a long time hence tenure needs to be consider as mentioned in the Point no.1	Refer to reply given at Sr. No.1 above.
4	3.2 of Volume-1	Eligibility of Bidders	This project will need heavy investment. Agency with high experience, high expertise and high financial soundness needs to be deployed. Evaluation of the tender needs to be doen considering the merit/expertise, financial soundness of the agency. Otherwise required quality of work may nto be achieved.	Tender conditions prevail.
5		General	Fulfillemnt of the commitments should be the essence of the entire project.	Tender conditions prevail.
6	3.2 of Volume-1	Eligibility of Bidders	We would like to suggest you to implement creidt point system for the work of 1. Horticulture/Beautification/Gardening 2. Financial soundness	Tender conditions prevail.
7	4.2 (h) of Volume-1	Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, traffic department, police department, MSEDCL etc. at its own cost.	We believe before floating this Tender Maha Metro has ensured its ownership of the centre median and taken due permissions from local authorities like PMC/PCMC/MSEDCL/ Water board. Because all these Authorities should support the purpose of this contract, which is the beautification of our City.	Tender conditions prevail.
8	3.2 of Volume-1	Eligibility of Bidders	Maha Metro expects a Contractor to do plantation of desired quality, on 2 lacs sq.ft. But in the eligibility criteria, it doesn't reflect. Maha metro should have invited experienced contractors who have executed such types of assignments in India. This will ensure a better selection of a competent contractor.	Tender conditions prevail.
9	4.3 Tenure of License of Volume-1	Tenure of License Agreement shall be 05 (Five) years, unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder. The tenure of License Agreement shall commence from the date of signing of License agreement or handover of the median of Reach-1 & Reach-2. The License period for additional advertisement space so handed over/allotted during the subsistence of the License Period will be co-terminus with original License Period.	As the Contractor is supposed plant & maintain vegetation / horticulture / greenery on about 2 lacs Sq Ft area, there is going to be huge capital investment. Hence, the contract period must be for 10 + 5 years (extension of 5 years will be on satisfactory performance of the contractor)	Refer to reply given at Sr. No.1 above.
10	Clause 4.10.1 of Volume-1	For carrying out the scope of work as per the tender documents, the Bidder would be permitted a fitment period of 180 days from the date of handing over of the space. The Successful Bidder shall have to complete in all respects the development of the tendered / advertisement space(s), within the period of 180 days from the date of 'handing over' of the space by Maha-Metro. However, the license fee would be applicable from 91st day of handing over of the spans and sites to the Successful Bidder.	As discussed in the pre-bid meeting, the permissions from local Authorities like PMC/PCMC/MSEDCL/Water board should be sought by Maha Metro under a single window. That will be faster & seamless. Maha Metro can always explain / express their concern for beautification to these authorities. If the Contractor approaches these Authorities, they only view it from a revenue generation perspective. And that delays the complete process of authorization/ permissions. If Maha Metro still feels that the Contractor must seek all these permissions/ NOCs from these Authorities (with the help / support of Maha Metro), then the construction period of 180 days should start from that date wherein all NOCs are in place.	Tender conditions prevail.
11	Clause 4.10.1 of Volume-1	For carrying out the scope of work as per the tender documents, the Bidder would be permitted a fitment period of 180 days from the date of handing over of the space. The Successful Bidder shall have to complete in all respects the development of the tendered / advertisement space(s), within the period of 180 days from the date of 'handing over' of the space by Maha-Metro. However, the license fee would be applicable from 91st day of handing over of the spans and sites to the Successful Bidder.	Agreement must be signed by both the parties post all NOCs in hand. The contractor will do registration & pay Stamp duty to Govt.	Tender conditions prevail.
12	Clause 4.9.4 of Volume-1	The license fee shall be paid in advance within 15 days of the commencement of that half year.	License Fees payment must be a monthly advance instead of a Half-yearly advance. This will give the contractor the most required liquidity to handle the operational cost. Even PMC/PCMC also collect its fees monthly.	Refer to Sr. No.3 of Addendum-1 to Corrigendum-2

Corrigendum-02: Replies to Queries and Pre-Bid Clarifications				
S.No.	Clause No.	Existing Tender Condition	Bidder's Queries	Replies to Queries
13	Clause 5.19.1 of Volume-1	Successful Bidder shall have to deposit a bank guarantee issued by any scheduled commercial bank registered in India as security (the "Performance Guarantee") (equivalent to the Annual License Fees to fifth year of the License Period).	Security deposit in the form of BG should be of the value of quarterly license fees. Anyways Maha Metro will be the owner of all the media assets & horticulture. So they have enough security under their control.	Refer to Sr. No.12 of Addendum-1 to Corrigendum-2.
14	Clause 4.3 and Clause 4.9.10 of Volume-1	<p>Clause 4.3 Tenure of License Agreement shall be 05 (Five) years, unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder. The tenure of License Agreement shall commence from the date of signing of License agreement or handover of the median of Reach-1 & Reach-2. The License period for additional advertisement space so handed over/allotted during the subsistence of the License Period will be co-terminus with original License Period.</p> <p>Clause 4.9.10 The Annual License Fee shall be escalated by 10% every year, on compounding basis.</p>	As proposed above, the contract should be for 10+5 years. The escalation in the License fees should start from year 4 and it should be escalated @ 3% to 5% annually post year 3. The contractor will need huge financial support in the initial years. Hence, Maha metro should extend this support to its Partner. Please note if the Contractor sustains/ survives then only this project is going to be a success.	<p>for Clause 4.3: Refer to reply at Sr. No.1 above.</p> <p>For Clause 4.9.10: Tender conditions prevail.</p>
15	Clause 1.1.5 of Voume-1	Design, Procurement, installation, operation & maintenance of advertisement panels as per the design specifications of Maha-Metro and as per the prevailing guidelines and regulations in the spans to be used for advertisement purposes only as per the specifications of Maha-Metro. The Bidder shall be allowed to install/erect two advertisement panels (both side display) on every alternate span on median of Road between Piers of Reach-1 & Reach-02. The size of the advertisement panel will be (6ft. x 8 ft.) (Width X Height) which will be two way displays (back-to-back) and maximum 2 number of advertisement panels per span shall be allowed.	As discussed, the Contractor should be given the flexibility to propose Media Structure size as per market norms. Rightly so, it should not be less than 48 Sq. Ft per face.	Flexibility in size of board is provided, subject to the minimum size of each advertisement board of 48 sqft and such advertisement panels shall be as per the norms of the concerned local bodies, civic agencies, RTO, Police Department.
16	Clause 4.4 (e) of Volume-1	At any given period, License Fee shall be charged for the total advertisement area or the actual advertisement area, whichever is higher.	In case, under any circumstances, the Media Space offered by Maha Metro is not made available to the Contractor due to restrictions from any competent Authority, then the License fees should be reduced pro-rata.	Tender conditions prevail.
17	Clause 4.10.1 of Volume-1	For carrying out the scope of work as per the tender documents, the Bidder would be permitted a fitment period of 180 days from the date of handing over of the space. The Successful Bidder shall have to complete in all respects the development of the tendered / advertisement space(s), within the period of 180 days from the date of 'handing over' of the space by Maha-Metro. However, the license fee would be applicable from 91st day of handing over of the spans and sites to the Successful Bidder.	The License fees should start post 180 days of the installation period, irrespective of work completion or not. If the contractor starts Commercial activity prior to 180 days, then he should be asked to pay License fees on pro-rata basis.	Refer to reply given at Sr. No.12 above.
18	E-Tender Notice	<p>Date & Time of submission of Tender: Online submission up-till 15.00 Hrs. on 28/07/2022 at Maha-Metro's e-tender portal.</p> <p>Date & Time of Opening of Tender: On 28/07/2022 at 16.00 Hrs. or as decided by Maha-Metro at Procurement Section Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco youth Centre, Koregaon Park Road, Pune 411 001</p>	Considering all the expected reverts/ feedback from Maha Metro and work post that, we request a postponement of bid submission by 15 days.	<p>The point of the Bidder is accepted.</p> <p>The revised Bid Due Date shall be as per the Sr. No.14 of Addendum-1 to Corrigendum-2.</p>
19	Clause 4.6.1 (a) of Voume-1	Steel used in making frames has to be arranged from primary sources, SAIL, TATA etc with proper treatment, Exterior Framework – SS 304 or equivalent. Frame finishes of Aluminium is also permissible	Under Minimum Material Specifications, it is advised to use SS-304 For the framework. Considering the climatic conditions of Pune & placement of signages below bridges, this is not required. MS with powder coating OR SS-202 frames will survive for more than 10 years.	Tender conditions prevail.
20	Clause 1.1.4 of Volume-1	Through this Bid, Maha-Metro intends to select the 'Successful Bidder/Licensee' to take up the Exclusive Outdoor Advertisement Rights between the select Piers of Reach-1 (between PCMC to Harris Bridge) and of Reach-2 (between Vanaz to Deekan Corner) of Pune Metro Rail Project, to be allotted, for a period of 05 years on 'License basis' (the "Project"). The metro alignments pass through densely populated residential/ institutional /commercial areas of the Pune and Pimpri Chinchwad cities.	It is essential for The Contractor that they get exclusivity on these stretches on Advertisement. Maha Metro should not float any other tender for advertising in any form on these stretches. If this happens, the commercial feasibility of this project goes for a toss.	Tender conditions prevail.
21	Clause 4.2(b) of Volume-1	Undertaking soil filling, plantation, plumbing and mechanical works on the medians on Reach-1 and Reach-2 along with development of vertical gardens on select piers. The spans shall be designed to match the cultural requirements in the vicinity with the spans at regular intervals being designed on the theme of Pune Metro, design of which shall be approved by Maha-Metro before implementation on-site.	As discussed in the pre-bid meeting, the Contractor will get complete flexibility & authority in proposing a horticulture plan & Media Designs. Post the approval by Maha Metro, the contractor can proceed ahead.	Tender conditions prevail.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Joint Venture of Govt. of India & Govt. of Maharashtra

CIN: U60100MH2015SGC262054

Date: 03 Aug 2022

CORRIGENDUM-III

Tender No.: P1PD-08/2022 dated 28 June 2022

Name of Work: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years

Reference: Further to **Tender Documents** dated 28 June 2022, Corrigendum I dated 11 July 2022, Corrigendum II dated 22 July 2022

The revised bank detail for payment of bid security shall be as under: -

Activity	As per NIT	Revision
Bid Security Fees	Name of Beneficiary: MMRCL Pune Tender Fees and EMD Account No. 39212708855 IFSC Code: SBIN0000454 UPI ID: ptfemd@sbi	Name of Beneficiary: MMRCL-PUNE- TENDER FEES AND EMD Account No. 50200068854177 IFSC Code: HDFC0000104



[Signature] 5/8/22
DGM/Civil (Procurement & Contracts),
Pune Metro Rail Project,
Maharashtra Metro Rail Corporation Limited.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Joint Venture of Govt. of India & Govt. of Maharashtra

CIN: U60100MH2015SGC262054

Date: 04 Aug 2022

CORRIGENDUM-IV

Subject: Extension of Bid submission date

Tender No.: P1PD-08/2022 dated 28 Jun 2022

Name of Work: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years

Reference: Further to **Tender Documents** dated 28 Jun 2022, **Corrigendum I** dated 11 Jul 2022, **Corrigendum II** dated 22 July 2022 and **Corrigendum III** dated 03 Aug 2022

A. The revised submission and opening date shall be as follows:

Activity (Event)	As per NIT	Revised Dates
Last date of Submission of Bids	04.08.2022 at 15:00 Hrs	12.08.2022 at 15:00 Hrs
Date of Opening of Bids	04.08.2022 at 16:00 Hrs	12.08.2022 at 16:00 Hrs



ED (Procurement & Contracts),
Pune Metro Rail Project,
Maharashtra Metro Rail Corporation Limited.



MAHARASHTRA METRO RAIL CORPORATION LIMITED

Pune Metro Rail Project

Joint Venture of Govt. of India & Govt. of Maharashtra

CIN: U60100MH2015SGC262054

Date: 12 Aug 2022

CORRIGENDUM-V

Subject: Extension of Bid submission date

Tender No.: P1PD-08/2022 dated 28 Jun 2022

Name of Work: Licensing of Exclusive Outdoor Advertisement Rights between the Piers of Reach-1 and Reach-2 of Pune Metro Rail Project for a period of 05 years

Reference: Further to **Tender Documents** dated 28 Jun 2022, **Corrigendum I** dated 11 Jul 2022, **Corrigendum II** dated 22 July 2022 and **Corrigendum III** dated 03 Aug 2022 and **Corrigendum IV** dated 04 Aug 2022

A. The revised submission and opening date shall be as follows:

Activity (Event)	As per Corrigendum IV	Revised Dates
Last date of Submission of Bids	12.08.2022 at 15:00 Hrs	23.08.2022 at 16:00 Hrs
Date of Opening of Bids	12.08.2022 at 16:00 Hrs	23.08.2022 at 16:30 Hrs



**ED (Procurement & Contracts),
Pune Metro Rail Project,
Maharashtra Metro Rail Corporation Limited.**