

# **MAHARASHTRA METRO RAIL CORPORATION LTD.**

**(Pune Metro Rail Project)**

## **VOLUME - I REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Licensing of Co-Branding Rights of Select Eight (8) Metro  
Stations of Reach-01 & Reach-02 of Pune Metro Rail  
Project for a period of 05 years**

**TENDER NO. P1PD-07/2021**



**December 2021**

**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](mailto:tenders.pmrp@mahametro.org)**

**Website: [www.punemetrorail.org](http://www.punemetrorail.org)**

**Tel.: 020-26051072**

## **Disclaimer**

### **The Bid Documents for “Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years”**

This document contains brief information about the Project and the Works to be executed and various steps involved in the bidding process. The information contained in the Bidding Documents or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Maharashtra Metro Rail Corporation Limited (hereinafter referred as “Maha-Metro” or “the Company” or “Employer”) or any of its employees or advisors, is provided to bidders on the terms and conditions set out in the Bidding Documents and such other terms and conditions subject to which such information is provided.

The Bidding Documents are not an agreement and are neither an offer nor invitation by Maha-Metro to the prospective bidders or any other person. The purpose of the Bidding Documents is to provide interested parties with information that may be useful to them in making their bids pursuant to the Bidding Documents. The Bidding Document include statements which reflect various assumptions and assessments arrived at by Maha-Metro in relation to the project or the work to be executed pursuant to this bidding process. Such assumptions, assessments and statements do not purport to contain all the information that a bidder may require. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bidding Documents and obtain independent advice from appropriate sources.

The information provided in the Bidding Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Maha-Metro accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Maha-Metro, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this bidding stage.


Maha-Metro also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements/information contained in the Bidding Documents.

Maha-Metro may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents. Maha-Metro also reserves the right to change any or all conditions/information set in the Bidding Documents at any time by way of revision, deletion, updating or annulment through issuance of appropriate addendum/corrigendum as Maha-Metro may deem fit without assigning any reason thereof.

The issue of the Bidding Documents does not imply that Maha-Metro is bound to select a Bidder or to appoint the selected bidder for the work envisaged under the Bidding Documents and Maha-Metro reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

The bidders shall bear all its costs associated with or relating to the preparation and submission of their bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Maha-Metro or any other costs incurred in connection with or relating to a bid. Maha-Metro shall not be liable in any manner whatsoever for the above costs or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

**Maharashtra Metro Rail Corporation Limited**

	<p align="center"><b><u>E-TENDER NOTICE</u></b></p> <p align="center">MAHARASHTRA METRO RAIL CORPORATION LIMITED (A joint venture of Govt. of India &amp; Govt. of Maharashtra) (Pune Metro Rail Project) 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune-411001 E-mail: <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a> Website: <a href="http://www.punemetrorail.org">www.punemetrorail.org</a> Telephone: 020-26051074</p>
Tender Notice No.: P1PD-07/2021	Date: 20/12/2021
Name of work: Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years.	

**KEY DETAIL:**

<b>License Period:</b>	5 years from the date of signing of License Agreement or handover of station whichever is later, inclusive of applicable fitment period.
<b>Documents on sale:</b>	Documents can be downloaded from 17.00 hrs 20/12/2021 to 16.00 Hrs of 10/01/2022 from Maha-Metro's e-tender Portal.
<b>Cost of documents:</b>	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
<b>Bid Security Declaration</b>	Bidder shall submit Bid Security Declaration as per the format given in BID FORM – IX: Format of Bid Security Declaration of Bid documents for each metro station separately along with its Bid.
<b>Pre-bid Meeting:</b>	27/12/2021 at 11.00 Hours at Office of Pune Metro Rail Project, Inside Mahatma Phule Museum, Ghole Road, Shivaji Nagar, Pune - 411 005
<b>Last date of submission of queries for Pre-bid.:</b>	Till 17.00 Hrs on <b>28/12/2021</b> at Email : <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a>
<b>Date &amp; Time of submission of Tender:</b>	Online submission up-till 16.00Hrs. on 10/01/2022 at Maha-Metro's e-tender portal.
<b>Date &amp; Time of Opening of Tender:</b>	On 10/01/2022 at 16.30Hrs. 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
<b>Authority to seeking clarifications and submission of completed tender document.</b>	Executive Director (Procurement & Contracts), 101, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001 E-mail: <a href="mailto:tenders.pmrp@mahametro.org">tenders.pmrp@mahametro.org</a> Website: <a href="http://www.punemetrorail.org">www.punemetrorail.org</a> Telephone: 020-26051072

**Executive Director/Procurement & Contracts  
Maharashtra Metro Rail Corporation Ltd., Pune**

## Contents

<b>DISCLAIMER.....</b>	<b>2</b>
<b>1. INTRODUCTION.....</b>	<b>8</b>
<u>A.</u> 1.1. Background .....	8
<b>2. DEFINITIONS .....</b>	<b>10</b>
<b>3. NOTICE INVITING BID .....</b>	<b>11</b>
<b>4. ELIGIBILITY OF BIDDERS.....</b>	<b>14</b>
4.1. QUALIFICATION OF BIDDERS.....	14
4.2. ELIGIBILITY OF BIDDERS.....	15
4.2.1. ELIGIBILITY DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID .....	15
4.2.2. OTHER CONDITIONS .....	16
<b>5. SCOPE OF THE WORK:.....</b>	<b>17</b>
5.1. GENERAL SCOPE OF WORK AND CONDITIONS FOR BIDDERS .....	17
5.2. SUB- LICENSING.....	21
5.3. EXECUTION OF LICENSE AGREEMENT .....	21
5.4. LICENSE TENURE.....	21
5.5. CHARGING OF LICENSE FEE .....	22
5.6. FITMENT PERIOD.....	23
5.7. REGISTRATION OF LICENSE AGREEMENT .....	23
5.8. GRACE PERIOD .....	23
5.9. OTHER CONDITIONS .....	23
<b>6. INSTRUCTIONS TO BIDDERS.....</b>	<b>25</b>
<u>B.</u> A. GENERAL .....	25
6.1. GENERAL TERMS OF BIDDING .....	25
6.2. COST OF BIDDING.....	27
6.3. SITE VISIT AND VERIFICATION OF INFORMATION .....	27
6.4. VERIFICATION AND DISQUALIFICATION.....	28
B. RFP DOCUMENTS .....	29
6.5. CONTENTS OF THE BID DOCUMENT .....	29
6.6. CLARIFICATIONS.....	30
6.7. AMENDMENT OF BID DOCUMENT .....	30
<u>C.</u> C. PREPARATION AND SUBMISSION OF BIDS .....	30
6.8. FORMAT AND SIGNING OF BID .....	30

6.9.	SUBMISSION OF ONLINE BID.....	31
6.10.	CONTENTS IN BID .....	31
6.11.	E-TENDER SUBMISSION .....	32
6.12.	BID DUE DATE .....	33
6.13.	MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS .....	33
6.14.	REJECTION OF BIDS .....	33
6.15.	VALIDITY OF BIDS .....	34
6.16.	CONFIDENTIALITY.....	34
6.17.	CORRESPONDENCE WITH THE BIDDER .....	34
<u>D.</u>	D. BID SECURITY DECLARATION .....	34
6.18.	BID SECURITY DECLARATION .....	34
6.19.	PERFORMANCE GUARANTEE .....	35
<u>E.</u>	E. EVALUATION OF BIDS.....	36
6.20.	OPENING AND EVALUATION OF BIDS .....	36
6.21.	TESTS OF RESPONSIVENESS .....	37
6.22.	CONTACTS DURING BID EVALUATION .....	37
6.23.	BIDDING PROCESS .....	38
6.24.	COMMUNICATION OF AWARD .....	38
6.25.	EXECUTION OF LICENSE AGREEMENT .....	39
7.	FRAUD AND CORRUPT PRACTICES.....	41
8.	PRE-BID CONFERENCE .....	43
9.	MISCELLANEOUS .....	44
	BID FORMS .....	45
	BID FORM – I: COVERING LETTER FOR THE BID .....	46
	BID FORM – II: DETAILS OF BIDDER .....	49
	BID FORM – III: ELIGIBILITY OF THE BIDDER.....	50
	BID FORM – IV: POWER OF ATTORNEY FOR SIGNING OF BID .....	52
	BID FORM – V: AFFIDAVIT (DULY NOTARIZED) .....	54
	BID FORM – VI: UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT .....	56
	BID FORM – VII: FORMAT FOR CHECKLIST .....	57
	BID FORM – VIII: FORMAT FOR FINANCIAL BID.....	59
	BID FORM – IX: FORMAT FOR BID SECURITY DECLARATION .....	61
	ANNEXURES.....	62

<b>ANNEXURE – 1: RESTRICTED ACTIVITIES ON MAHA-METRO PREMISES AND FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS .....</b>	<b>63</b>
<b>ANNEXURE – 2: TOOL KIT FOR USING E-TENDER.....</b>	<b>66</b>
<b>ANNEXURE – 3: FORMAT FOR CO-BRANDING AT STATIONS IN PUNE METRO RAIL PROJECT (SUFFIX ONLY).....</b>	<b>76</b>

## 1. INTRODUCTION

### 1.1. Background

#### 1.1.1. Brief Background

- a. The MAHARASHTRA METRO RAIL CORPORATION LTD. (hereinafter referred to as “Maha-Metro”), a joint venture of the Government of India (GOI) and the Government of the Maharashtra, for implementing the Pune Metro Rail Project (PMRP) in Pune City. Maharashtra Metro Rail Corporation Ltd. earlier known as Nagpur Metro Rail Corporation Ltd. was incorporated on 17<sup>th</sup> February, 2015 with a vision to create safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Pune City along with Pune Metro Region. 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 revenue 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 within the city by providing innovative ways to their branding and advertisement needs.

In view of above, Maha-Metro has come up with an idea to provide co-branding rights of the various metro stations of Pune Metro Rail Project. Thus, Maha-Metro decides to call tenders for “Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years”.

The selected metro stations proposed for Co-branding are across the corridors of PMRP. The Reach – 1 and Reach - 4 is the North-South Line and includes all stations from PCMC metro station to Swargate metro station. Similarly, the Reach – 2 and Reach – 3 is the East-West line and includes all stations from Vanaz metro station to Ramwadi metro station.

- b. Through this Bid, Maha-Metro intends to select one or more ‘Licensee/s’ to take up the said metro stations on license basis for the work of “*Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years*”. The list of stations for which co-branding rights are invited is provided at point no. 1.1.1 (c) below. Only one ‘Licensee’ per station shall be selected for “*Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years*”.
- c. The Authority has, therefore, decided to carry out the Bidding Process for selection of a private entity/ies as the Successful Bidder to whom the co-branding rights may be awarded. The co-branding rights in this bid, shall be provided to successful bidder/s on license basis for a period of 05 (five) Years and shall include the co-branding rights, advertisement rights etc. The list of various stations proposed for co-branding of stations are proposed as follows -

Serial Number	Name of Metro Stations	Location on Metro Corridor
1	PCMC	Reach 1
2	Sant Tukaram Nagar Metro Station	Reach 1
3	Bhosari ( Nashik Phata )	Reach 1
4	Kasarwadi	Reach 1
5	Phugewadi	Reach 1



6	Vanaz	Reach 2
7	Anand Nagar	Reach 2
8	Ideal Colony	Reach 2

- d. The Successful Bidder shall have to utilise the station premises for co-branding as per the timely directives and approvals/instructions issued by Maha-Metro.
- e. An information document covering the purpose of the license, tender notice, scope of work, details of space available, bidding process may be downloaded from the website “<https://mahametrorail.etenders.in>” and from the Maha-Metro’s website “[www.punemetrorail.org](http://www.punemetrorail.org)”.

## 2. Definitions

**“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 the License Agreement to be executed between Maha-Metro and the selected bidder.

**“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. 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.

**“Bidder”** means any registered entity which is a registered sole Proprietorship firm/ Partnership Firm/ Company/LLP having registered office in India, which is submitting its bid pursuant to RFP Documents.

**“Co-Branding Rights”** mean the right assigned to the Bidder to only suffix any brand name with the name of licensed Metro Station along with other rights in accordance with terms & conditions of the License Agreement.

**“Commencement Date”** means the date of commencement of License Agreement which shall commence immediately after handing over of the station, as defined in RFP document.

**“License”** means the Co-branding Rights granted by Maha-Metro to the Bidder at Metro Station under terms and conditions of the License Agreement.

**“Licensee”** means the Selected Bidder, 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 as per terms and conditions of the License Agreement.

**“License Period”** means a period of 05 (five) Years after handing over of the station for co-branding rights under this tender.

**“Maha-Metro”** means Maharashtra Metro Rail Corporation Limited hereinafter referred to as Employer/ Authority

**“Performance Guarantee”** means a bank guarantee submitted by the Selected Bidder with MAHA-METRO as a security against the performance of this Agreement during the Contract Period for the performance of the License Agreement.

**“Places available for Branding” or “Advertising Spaces”** means the on-wall infrastructure as per the tender documents herein to be provided at the selected Station where Co-branding Rights are proposed to be granted as per terms and conditions of the License Agreement.

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

### 3. Notice Inviting Bid

- 3.1 Maha-Metro invites open E - Tenders from suitable bidders registered in India who may be a sole proprietorship firm, a partnership firm, a company incorporated under the Companies Act in India, Limited Liability Partnership for selection of a Licensee to grant the "Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years". The stations shall be provided to the Licensee on "as is where is basis".
- 3.2 A Bidder may be registered Sole-Proprietorship Firm, Registered Partnership firm, Companies registered under Companies Act in India, Limited Liability Partnership, registered in India.
- 3.3 Maha-Metro shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by Maha-Metro pursuant to this RFP as modified, altered, amended and clarified from time to time by Maha-Metro, (collectively the "Bidding Documents") and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 3.11 for submission of bids (the "**Bid Due Date**").
- 3.4 The list of various stations available for Co-Branding rights are as provided in Clause 1.1.1 (c) of the tender documents.

**Note:**

- Majority of stations which are yet to be operational, also included in the list, the commencement of License Period for such stations shall be subject to start of commercial operations of the respective stations which shall be co-terminus with signing of the License Agreement for the respective stations.
- 3.5 The RFP document, tender notice, details of station, bidding process, addendum/corrigendum, license Agreement and any other relevant document can be downloaded from e-tendering website for free for viewing. The Document can be purchased from e-tendering portal on payment of Non-refundable document fee as per the e-Tender Notice to be paid via online Payment Gateway mode only for Bid submission. The information of E-Payment Gateway is available on E-Tendering Website: <https://mahametrorail.etenders.in>. The bid document cost shall be paid only once irrespective of whether the Bidder submits the bid for co-branding of one or more metro station.
- 3.6 Now, Maha-Metro intends to select suitable applicant/s (the "Bidder/s"), for awarding the co-branding rights, through an open competitive bidding process in accordance with the procedure set out in the Bidding Documents.
- 3.7 Bids are invited for the Project based on the highest Annual License Fee per station for first year to be quoted in the Financial Bid (the "**Annual License Fees**"). The Bidder who quotes the **Highest Annual License Fees** in their Financial Bid shall be termed as Highest Bidder for the respective station. The Annual License Fees as quoted by the Bidder in the Financial Bid shall be applicable for Year-1 which shall be escalated by 10% on year-on-year basis for the entire License Period.

The Bidder shall along with its Technical and Financial Bid submit the Bid Security Declaration (the “**Bid Security Declaration**”) for each station separately. Bidders submitting bids for more than one station shall be required to submit separate Bid Security Declaration for each station for which bid is submitted.

- 3.8 During the Bidding Process, Bidders are invited to examine the metro station in 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 Co-branding Rights, advertisement and operation & maintenance of the premises.
- 3.9 All the uploaded files in tender submission should be named properly and arrange systematically. No special character/space should be there in the uploaded file name.
- 3.10 Any queries or request for additional information pertaining to this RFP shall be send to the following e-mail id: [tenders.pmrp@mahametro.org](mailto:tenders.pmrp@mahametro.org). The Authority shall respond to all queries including explanation of the query in writing and shall upload the same on e-tendering portal.
- 3.11 The brief schedule of Bidding Process shall be as per the dates mentioned in the e-tender notice published for the said work.
- 3.12 The bids shall be valid for a period of 180 days from the Bid Due Date.
- 3.13 In case of any information/queries regarding this tender, the bidders are advised to contact:
- a. The Executive Director (Procurement & Contracts )**  
Maharashtra Metro Rail Corporation Ltd.  
The Orion, First Floor Opp Don Bosco Youth Centre,  
Arjun Mansukhani Marg, Koregaon Park Road, Pune 411001
- 3.14 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.
- 3.15 Conditional bids shall be summarily rejected.
- 3.16 Late bids (received after date and time of submission of bid) shall not be accepted.
- 3.17 Bidder should ensure that the none of the part of Financial Bid should be uploaded in anywhere in the technical section, if the bidder does so then his bid will be summarily rejected.
- 3.18 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 termination of contract even after award of the contract, including forfeiture of Performance Guarantee.

**3.19** Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at <https://mahametrorail.etenders.in>

**Annexure – 2: Tool Kit for using E-Tender. In case of support or help required during online submission or difficulty encountered during online submission, the bidders may contact Mr. Prashant Jadhav (Tender Executive): .....(Helpline for on line submission of bid only).**

**Executive Director  
(Procurement & Contracts), Pune Metro Rail Project  
Maharashtra Metro Rail Corporation Limited**

#### **4. Eligibility of Bidders**

##### **4.1. Qualification of Bidders**

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

- (a) The Bidder for qualification and selection shall be a single entity.
- (b) A Bidder may be Registered Partnership firm, Companies registered under Companies Act in India, Limited Liability Partnership registered in India.
- (c) **Conflict of Interest:** The Bidder shall not have a conflict of interest (**the “Conflict of Interest”**) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified<sup>§</sup>. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - ii. receives or has received any direct or indirect subsidy from another Bidder; or
  - iii. has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or
  - iv. through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - v. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - vi. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - vii. any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
  - viii. has a close business or family relationship with a professional staff of the Employer (or of the project implementing Employer, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the employer throughout the procurement process and execution of the contract.
  - ix. A Bidder shall be liable for disqualification 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

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

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.

#### **4.2. Eligibility of Bidders**

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

For demonstrating eligibility of the bidder (the “**Financial Capacity**”) for each metro station., the Bidder shall be required to fulfil the following qualification criteria –

- A.** Average Annual turnover in the last 3 (three) financial years immediately preceding the Bid Due Date (i.e. FY 2018-19, 2019-20 & 2020-21) as certified by the Statutory Auditor of the Bidder (in terms of rupee equivalent adjusted to last date of the financial year that ended on or before 31.03.2021) of INR 41,00,00,000 while applying for one or multiple number of metro stations.
- B.** Net Worth at the end of the Financial Year immediately preceding the Bid Due Date (FY 2020-21) of INR 1,70,00,000 as certified by the Statutory Auditor of the Bidder (in terms of rupee equivalent adjusted to last date of the financial year that ended on or before 31.03.2021) while applying for one or multiple number of metro stations.

Bidders submitting bids for co-branding rights for one or more than one stations shall have to fulfil the turnover and networth requirement as mentioned above, irrespective of the number of stations for which the Bid is submitted.

##### **4.2.1. Eligibility Documents to be submitted along with Technical Bid**

- i. The Bidders shall enclose with its Technical Bid, to be submitted as per the formats prescribed in this Bid Document, the following:
  - **Certificate of Incorporation** with valid date issued by the statutory authority
  - Company Name, Address, and Its registered address proof, Contact No., Email id, Contact person to be printed on company’s letter head and to be SELF ATTESTED & Sealed;
  - Proof of Registration with the respective statutory authority, as applicable.
  - Company PAN No, CIN no, duly **self-attested & Sealed**;
  - GST Registration Documents (in the event if it is not mandatory for bidder to register under Goods and Service Tax, it shall provide an undertaking stating the same. The Undertaking submitted should be **duly certified by the Statutory Auditor of the bidder**);
  - Certificate(s) from its Statutory Auditor specifying the Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date (FY: 2018-19, FY: 2019-20 and FY 2020-21) and the Net-worth of the Bidder as on 31<sup>st</sup> March, 2021.
  - Bidder’s duly audited Financial Statements such as Cashflow Statement, Balance Sheet and Profit and Loss Account for the preceding 3 (three) financial years immediately preceding the Bid Due Date (FY: 2018-19, FY: 2019-20 and FY 2020-21) .

- In case audited financial statements of Financial Year 2020-21 is not available, the Bidder should submit provisional balance sheet and/or financial statements duly certified by Statutory Auditor.
  - 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.
- ii. 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.
  - iii. 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 31.03.2021.
  - iv. 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.

#### 4.2.2. **Other Conditions**

The bidder is required to provide an affidavit/undertaking as per Bid Form – V for the following -

- (a) As on date of Tender submission, the Bidder must not have been barred by the Central Government / State Government or any entity Controlled by it, from participating in any Govt. project (BOT, BOOT, DBFOT or Operations and Maintenance etc., EPC basis, management contract or otherwise), and where the bar subsists as on the Bid Due Date, or has been declared by Maha-Metro as non-performer/blacklisted would not be eligible to submit its Bid.
- (b) The Bidder should, in the last 3 (three) years i.e. (FY: 2018-19, FY: 2019-20 and FY 2020-21) have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
- (c) As on date of Tender submission, Maha-Metro/MOUDD/MOUHUA/GOI/Govt. of Maharashtra must not have banned business with the bidder.
- (d) As on date of Tender submission, 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).
- (e) The Bidder should not be associated with any of the negative items as listed in Annexure – 1: Restricted activities on Maha-Metro premises.



## **5. Scope of the work:**

### **5.1. General Scope of Work and Conditions for Bidders**

- 5.1.1 The stations as provided in Clause 1.3 are proposed to be given for Co-branding Rights.
- 5.1.2 The selected Bidder shall have Co-branding Rights at the selected Metro stations(s) in Pune Metro Rail Project of Maha-Metro. The offered station/s as referred above will be provided on “as is where is basis”.
- 5.1.3 The Licensee will be allowed to suffix his desired brand name only on all station name signage’s at the respective Metro stations i.e. The station be listed as “XYZ [Brand Name]”, where XYZ is the name of the selected metro station, however, same should be in accordance with the format prescribed at Annexure – 3: Format For Co-branding at Stations In Pune Metro Rail Project (Suffix Only). The font and size, material of signage boards etc. should match with the existing approved design and theme of Maha-Metro. The proposed installation will have to be pre-approved by Maha-Metro before installation. For clarification purposes, the Successful Bidder shall bear the cost of procurement, fabrication, installation and erection of all station name signages and advertisement inventory.
- The Successful Bidder shall not be allowed to display the brand name and/or advertisement on any other signages (except the station name signages)/stickers/registers/Artwork etc. at the metro station, OCC structure or any other place.
- 5.1.4 The following activities shall be permitted as a part of co-branding subject to approval of the Competent Authority of Maha-Metro and the areas demarcated for advertisement under this scope of work shall be jointly inspected and finalized by both the Employer and the Licensee. However, the final decision of Maha-Metro/Employer regarding slots of advertisements, places of advertisements etc. shall be final and binding upon both the parties. The following activities shall be permissible:
- a) Brand Name shall be suffixed to the particular station’s name on station name signages of the respective Metro station. The station be listed as “XYZ [Brand Name]”, where XYZ is the name of the selected metro station.
  - b) Installing Logo & Neon Sign (of the same brand) on the top of the entrance gate of the selected Station.
  - c) The Licensee shall be provided with advertisement area up to 100 Sqm for display of advertisement of the same brand whose name has been permitted for Co-branding.
- 5.1.5 The advertisement area/space as provided to Licensee shall be used for advertising his own brand (specific brand alone) i.e. the brand name which has been approved for suffix with the station name under co-branding rights only.
- 5.1.6 The format for co-branding at stations In Pune Metro Rail Project is attached at Annexure – 3. The co-branding should be in line with and should not disturb the aesthetics/look of the station.
- 5.1.7 During the License Period, the Successful Bidder shall be permitted to change the brand name and/or Logo at the station only after prior approval from Maha-Metro. For

clarification purpose, such changes shall be permitted only upon completion of the lock-in period of two (2) years from the date of commencement of License Agreement or the date of handing over of station premises for branding, whichever is later.

The Licensee shall be allowed to change the advertising inventory at its own cost after prior written approval from Maha-Metro. However, to avoid frequent changes the specific advertisement must be displayed for a period of **at least seven (7) days**. Such advertising inventory shall exclude the right to change the brand name and/or Logo at the station along with the right to fix a suffix of the brand name with the name of licensed Metro Station.

- 5.1.8 Audio advertisement in any form is not permitted and there will be no change in Maha-Metro's station (name) announcement / train announcement / notification / inside train name / or any other document due to co-branding of the station.
- 5.1.9 The display of co-branding rights shall be showcased on information display screen of the respective metro station, by way of strip display. However, such display/ strips shall not be showcased at the platform level of the respective metro station.
- 5.1.10 The Licensee shall be permitted to use and display the logo of the brand at the selected station.
- 5.1.11 The Licensee shall be responsible for the following activities, with respect to the co-branding rights and advertisement space made available to him:
  - a) Provide the advertisement as per their requirement, subsequent to the prior approval of Maha-Metro, as stipulated.
  - b) Preparation of an advertising plan for each advertisement space which must clearly earmark exact locations 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, Licensee is required to submit revised plan for approval. All future modifications/ revisions to approved plan shall be got approved by Maha-Metro.
  - c) Designing of all advertising units / structures to complement station architecture for advertising sites.
  - d) Procurement, fabrication, installation & erection of advertising units. Advertisement inventory shall include spaces inside selected metro stations only and no advertisement shall be allowed on outer side of the metro stations. Advertisement spaces inside selected metro stations may include all possible spaces including walls, staircases, escalators, platform screen doors, turnstile, frisking panels/equipment's, fixed/moveable panels, floor or roof branding, logo other than that of Maha-Metro on the roof, elevator spaces, smart posters, visual display by electronic media (without audio), projectors/holography or any other innovative advertisement media, etc, subsequent to the approval of Maha-Metro, as stipulated. For clarification purposes, such inventory shall not include maps installed inside the metro stations or inside the trains. Advertisement inventory shall include smart posters, QR codes/graphics, canopy, etc to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping. Licensee is expected to provide certain display area for e-commerce

at each station. The minimum chargeable area at each station shall be as per Annexure – 1.

The maximum area available for advertisements at each station shall be 100 sqm. The advertisement space shall be provided on inside of the Metro Station. The Licensee shall accordingly prepare the plan for approval of Maha-Metro. The area of jurisdiction at interchange stations shall be decided by Maha-Metro and in case of any dispute regarding the area of jurisdiction at interchange stations, the decision of Maha-Metro shall be final and binding.

- e) Appoint an architect to interact with nodal representative of Maha-Metro to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- f) Operate, manage and maintain the entire advertisement plans.
- g) Management of sales & marketing of the advertising within stations including providing adequate professionally trained manpower.
- h) Design of themes depicting Pune culture and its natural beauty and Pune tourism for display at the advertising sites as per the tender conditions.
- i) 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.
- j) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- k) Comply with all statutory requirements in connection with License Agreement.
- l) 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.

5.1.12 The Licensee shall have obligations to perform the following:

- a) Obtain all necessary approvals, permits, etc. concerned with the co-branding rights and advertisements, from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- b) Comply with all statutory requirements in connection with License Agreement.
- c) Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per License Agreement.
- d) All Applicable taxes including Municipal/Advertisement Taxes, Goods and Service tax and all other statutory dues where applicable shall be borne solely by the licensee without any contest.
- e) At present, Maha-Metro is not liable to share its revenue generated from advertisements with local bodies including Pune Municipal Corporation (PMC), Pimpri Chinchwad Municipal Corporation (PCMC) and Pune Metro Region Development Authority (PMRDA) 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/civic agency, if applicable/demanded will be borne by the Successful Bidder separately.

- 5.1.13 The Licensee will be responsible for installation, operation, maintenance and removal of the materials/installations made with respect to the co-branding rights, including but not limited to materials used for displaying brand name (of any material/neon lights), station name signages. While Maha-Metro shall provide security at stations, Maha-Metro shall not be responsible for any vandalism, theft or damage to anything/material put up/installed by Licensee on the station.
- 5.1.14 The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of brand name, signages at any location of the stations. The works related to installations and removal of signages shall be done only after taking prior written permission of Maha-Metro. Bidder will be responsible for installation, maintenance and removal of the materials made with respect to the CO-branding Rights, including but not limited to materials used for displaying brand name (of any material/neon lights), signages etc. While Maha-Metro shall provide security of the premises, Maha-Metro shall not be responsible for any vandalism, theft or damage to anything including the material, creative etc. put up/installed by the Bidder. The Bidder shall ensure that any part of the station infrastructure etc. are not damaged in any manner and all installations, maintenance and removal of brand name, shall be its responsibility. The works related to installations and removal of advertisements shall be done only after taking prior written permission of Maha-Metro. The branding/display plan prepared by Licensee shall also be in compliance with technical parameters of Pune Municipal Corporation's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India from time to time.
- 5.1.15 Maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The Successful bidder shall also ensure that the installations within tendered area is not a safety hazard for Maha-Metro civil structures and public at large.
- 5.2 The Selected Bidder shall provide advertisement media / panels / fixtures conforming to international standards of high-quality advertising comparable to Airports and Metro of leading nations/ cities. Advertisement panels shall be provided by Licensee 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 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) For elevated stations frame finishes of Aluminium is also permissible.
  - h) 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.

- a. The advertising media should be of fire retardant and low smoke material and comply with all Indian and International Standards including the specification of Research Design Standards Organization (RDSO) of Indian Railway.
- b. Notwithstanding anything mentioned above, the Selected Bidder is required to adhere to the provisions of the prevailing National Building Code applicable for metro stations over the advertisement spaces for the various works to be undertaken.
- c. Fire-fighting and other infrastructure so created pertaining to the advertisement spaces must be integrated with the infrastructure already provided /planned for the respective metro station by Maha-Metro.
- d. The Selected Bidder shall at all times adhere to all provisions of the Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.
- e. The Selected Bidder shall fix advertisement panels/boards/inventory, operate, manage and maintain the entire advertisement spaces with adequately trained and experienced team for responsibilities as defined in this tender document.
- f. Under no circumstances, shall the advertisement spaces 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.
- g. The Selected Bidder shall be responsible to keep the advertisement spaces and surrounding area clean.

## **5.2. Sub- Licensing**

- 5.2.1 Sub-Letting or Sub-Licensing of the rights under License Agreement shall not be allowed. However, the Successful Bidder shall have the right to display advertisements of its clients subject to the terms and conditions of the License Agreement.

## **5.3. Execution of License Agreement**

The License Agreement based on Draft License Agreement annexed at Volume – II shall be executed within 30 days of payment of 1<sup>st</sup> year's Annual License Fees, submission of Performance Guarantee and any other payment as due thereon for each awarded metro station separately. All the cost towards execution of License Agreement including cost towards stamp duty registration shall be borne by the Bidder.

## **5.4. License Tenure**

- a. The co-branding rights of the said station shall be made available for a period of 05 (five) years unless otherwise terminated by Maha-Metro or surrendered by the Successful Bidder, in term of provisions of the License Agreement.
- b. The tenure of License Agreement shall commence from the date of providing permission to erect the branding name of company along with station name or start of commercial service date of the selected station, whichever is later.
- c. There shall be a lock in period of two (2) years from the date of commencement of License Agreement or the date of handing over of station premises for branding, whichever is later.

- d. The Successful bidder shall have option to exit from the License Agreement after completion of lock in period of 2 (two) years. For it, the Successful bidder shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after two (2) years. The exit clause shall be as per provisions of Draft License Agreement annexed as Volume - II.
- e. The tenure shall be inclusive of fitment period of 90 days.
- f. For detailed terms & conditions, kindly refer Draft License Agreement annexed as Volume – II separately.
- g. Bidder shall have the "First Right of Refusal" at the end of license tenure, provided no default is made in the payments of License Fees to Maha-Metro and the Successful Bidder participates in the tender invited then and agrees to match the Highest Bid.
- h. Bidder shall be responsible for submitting the creative media from within 10 days of letter of Acceptance upto within 7 days of the date of handover of the trains for train wrapping purposes. For clarification purposes, Fitment Period shall be inclusive of approval of the creative media, design, content, material etc. from Maha-Metro.

#### **5.5. Charging of License Fee**

- a. The License Fee shall be charged in advance on yearly basis and shall be as per the Financial Bid submitted by the Bidder.
- b. The charging of License Fee shall commence immediately after handing over of station premises to the Licensee for erection/installations of branding name or the commercial operations of the metro station, whichever is later, irrespective of scenario where fitment period is exceeding the allowed period of 90 days.
- c. The first payment of License Fees applicable for 1<sup>st</sup> Year of operations shall be paid before signing of License Agreement and for the subsequent years shall be paid on subsequent anniversaries of the signing of License Agreement. The Licensee Fee for subsequent years shall be paid in accordance with the payment schedule as mentioned in the Draft License Agreement annexed as Volume – II.
- d. The License Fee shall be escalated by 10% on Year-on-Year basis.
- e. The applicable Goods and Service Tax (GST), Advertisement Tax etc. or any other taxes as applicable shall also be payable extra as made applicable from time to time.
- f. All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity consumption charges) as applicable shall be charged extra and shall have to be remitted along with the License Fees. A separate sub-meter may be installed for the purpose of monitoring the electricity consumption.
- g. The Successful Bidder shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this tender document / License Agreement. Any change in Tax structure will also be applicable.
- h. The sub-meter shall be installed for licensee for calculating the consumption of electricity, if any. Necessary charges for the same shall be borne by the Licensee.
- i. In case of default in payment of Annual License Fees, the Successful Bidder shall have to pay the outstanding Annual License Fees along with interest within 90 days of due date failing which Performance Guarantee shall be forfeited and the License shall be liable for termination.

- j. Any delay in payments of outstanding Annual License 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.

#### **5.6. Fitment period**

- a. The maximum fitment period of 90 days is provided for integration of the brand name with all the station name signages along with installation of signages from the date of handing over. The Fitment period shall be inclusive of tenure of license.

#### **5.7. Registration of License Agreement**

- a. 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 Successful bidder.

#### **5.8. Grace Period**

- a. The Grace Period of 30 days is proposed for the project. The Grace period shall be at the end of License Period.
- b. The Grace period shall be free of cost i.e. no License Fee will be charged for this period
- c. If, the Licensee fails to vacate the premises within the grace period penalty of twice the prevalent monthly Licensee Fee shall be chargeable for occupation for this 30-day period. And after lapse of this 30 days grace period, Maha-Metro shall take over the goods / property treating at NIL value, even if it is under lock & key: and Maha-Metro shall be free to dispose-off the goods / property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If, licensee fails to pay the penalty applicable in case of non-vacating of premises, the same shall be adjusted from the Performance Guarantee available with Maha-Metro. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

#### **5.9. Other Conditions**

- a. If the Co-Branding rights partner/Licensee is requiring any Property Business space within the metro station, the selected bidder/licensee shall have first right of refusal for the property business spaces within the respective metro station of which Co-Branding rights is allotted to it.
- b. Further, if the Co-Branding rights partner/ Licensee is requiring any additional advertisement rights including spaces inside the station, signages etc., the selected bidder/licensee shall have first right of refusal for such rights within the respective metro station of which Co-Branding rights is allotted to it.

However, the above provisions shall be subject to participation by the Co-branding rights partner/Licensee in the tender process initiated for allotment of such activities as specified above and matching the highest bidder then.

#### **A. Security and other services:**

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

- B. The successful bidder shall be solely responsible for taking care of all the inventory and panels/material installed at the station premises for branding/advertisement/co-branding purpose. In the event of any theft or mishap Maha-Metro shall not be liable for any compensation to the Licensee.
- C. If during the License Period, any loss of property and/or life takes place, the loss on account of the same shall be borne entirely by the Licensee and Maha-Metro shall not be liable for any such claims. The Licensee would be responsible for the payments arising out of any third-party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.
- D. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party associated with the development and operations/maintenance of the project. All civil and criminal liability shall be the responsibility of the Licensee.
- E. The Licensee shall not employ any person who is under the age of 18 years.
- F. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area leased to him) and normal business, operation and commuters' facilities of Metro Rail Services.
- G. Upon observation of any such infringement Maha-Metro shall issue a notice of compliance. If the Licensee fails to comply the three such notices and continue such infringement, the authority has right to impose a penalty of Rs. 5000/ per day for the period such infringement continues. This penalty shall be in addition to License Fees & other taxes payable to Authority. In the event if penalty is imposed on the Successful Bidder for 3 times during the entire License Period, then the agreement shall be liable for termination, subject to decision of Maha-Metro.



## **6. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

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

- a. Scope of Bid – At the Bid Stage, Maha-Metro wishes to receive Bids comprising the following:
  - Technical Bid from Bidders, in order to shortlist experienced and capable Bidders; and
  - Financial Bid comprising Annual License Fees for availing the co-branding of each metro station, from each Bidder for Project.
- b. No Bidder shall submit more than one financial quote per metro station.
- c. The Bidders are expected to carry out the surveys, investigations and other detailed examination of the metro stations, at their own cost, before submitting their Bids.
- d. Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- e. The Technical Bid of the Bid should be furnished only in the formats at Bid Forms I to IX attached to this Bid Document and Financial Bid of the Bid should be furnished only in the format at Bid Form-VIII 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.
- f. The Financial Bid shall consist of an offer/ bid of Annual License Fees quoted by the Bidder for the respective metro stations, payable to Maha-Metro for undertaking the aforesaid co-branding rights in accordance with the Bidding Documents and the License Agreement.

The License Fees to be quoted by the Bidders in their Bid shall be for the co-branding rights of Stations, Advertisement rights up to 100 Sqm area at the station and its operation and maintenance as permitted under the License Agreement.
- g. Responsiveness of the Bid

During the evaluation of bids, the following conditions shall apply:

  - (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in 6.1 of the Bidding Documents.

A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;

or

- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

The Employer shall examine the technical aspects of the bid submitted in accordance with terms and conditions of the Bidding Documents, in particular, to confirm that all requirements have been met without any material deviation, reservation or omission.

If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

- h. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (signed wherever required) shall be submitted on or before the Bid Due Date in the prescribed format given in this Bid Document. No other mode of submission is acceptable. Bid Parameter duly filled in is to be submitted in the format provided in Bid Form - VIII in the name of "Financial Bid".
- i. 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 Power of Attorney - the letter of authority issued in his name by the Bidder on his letter head.
- j. Documents mentioned to be submitted in this Bid Document to Maha-Metro are required to be submitted by the Bid Due Date.
- k. The Bidding Documents including this Bid Document and all attached documents, provided by Maha-Metro are and shall remain the property of Maha-Metro and are transmitted to the Bidders solely for preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Maha-Metro will not return to the Bidders any Bid, document or any information provided along therewith.
- l. This Bid Document is not transferable.
- m. Any award of this co-branding rights pursuant to this Bid Document shall be subject to the terms of Bidding Documents.
- n. The following conditions shall be adhered to while submitting a Bid:
  - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
  - (b) Information supplied by a Bidder must apply to the Bidder, 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.
- o. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year.

For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## **6.2. Cost of Bidding**

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

## **6.3. Site visit and verification of information**

6.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the 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. The Authority 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 3.14.

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

- a. made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents;
- b. 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 at the metro station premises, applicable Laws and applicable permits, requirements to get clearances from various authorities and all other matters that might affect the Selected Bidder/ Licensee's performance under the License Agreement pursuant to the Bidding Documents and License Agreement;
- c. 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;
- d. received all relevant information requested from Maha-Metro;
- e. 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 the RFP Document above (the Bidding Process) and the entire RFP document;
- f. satisfied itself about all matters, things and information including matters referred in the RFP Document, necessary and required for submitting an informed Bid, execution of this Project in accordance with the Bidding Documents and performance of all of its /Licensee's obligations there under;
- g. 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 in the RFP Document hereinabove shall not be a basis for any claim for

compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Maha-Metro, or a ground for termination of the License Agreement by the Licensee.

- h. acknowledged that it does not have a Conflict of Interest; and
  - i. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 6.3.3. The Authority does not accept any responsibility and shall not be liable for any omission, mistake, inaccuracies or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Maha-Metro as their verification is the responsibility of the Bidder.

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

- 6.4.1. Notwithstanding anything contained in this Bid Document, Maha-Metro reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.
- 6.4.2. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document or the Bidding Documents and the Bidder shall, when so required by Maha-Metro, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Maha-Metro shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Maha-Metro there under. Notwithstanding anything to the contrary contained in the Bid Document, Maha-Metro may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation or does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the Bid Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a contract; (b) that limits, in any substantial way, inconsistent with the Bidding Documents, Maha-Metro's right or the Selected Bidder's obligations under the contract; or (c) where rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.
- 6.4.3. The Authority reserves the right to reject any Bid if:
- (a) at any-time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the times specified by Maha-Metro, the supplemental information sought by Maha-Metro for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder.
- 6.4.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the

Selected Bidder/SPC has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by Maha-Metro to the Selected Bidder or the Licensee, as the case may be, without being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, Maha-Metro shall be entitled to forfeit and appropriate the Performance Guarantee or suspend the Bidder from being eligible for bidding in any contract with the Employer for the period of time of one year, as the case may be, as damages, without prejudice to any other right or remedy that may be available to Maha-Metro under the Bidding Documents and/or the License Agreement, or under Applicable Law, or otherwise.

## **B. RFP DOCUMENTS**

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

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

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

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

#### **BID FORMS**

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

#### **ANNEXURES**

Annexure – 1: Restricted activities on Maha-Metro premises

Annexure – 2: Tool Kit for using E-Tender

Annexure – 3: Format For Co-branding at Stations In Pune Metro Rail Project (Suffix Only)

#### **VOLUME II: Draft License Agreement**

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

#### **6.6. Clarifications**

- 6.6.1. Bidders requiring any clarification on the Bid Document may notify Maha-Metro in writing by e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. The Authority shall endeavour to respond to the queries. The Authority will upload all the queries and its responses thereto on the official website of Authority i.e. <https://mahametrorail.etenders.in> as per the Schedule of Bidding Process, along with the Addendum, if any.
- 6.6.2. The Authority shall endeavor 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.
- 6.6.3. The Authority 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 Authority or its employees or representatives shall not in any way or any manner be binding on Maha-Metro.
- 6.6.4. In case of any clarification or correspondence, the Officer-In-Charge to be contacted is as under:

**Officer 1:**

Designation: **Executive Director/Procurement & Contracts, Maha-Metro**

Address: First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco youth Centre, Koregaon Park Road, Pune 411 001. MH | India.

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

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

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

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

- 6.8.1. Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. 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.

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

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

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

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

- 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 6.10 below

#### **6.10. Contents in BID**

6.10.1. The Technical Bid should be uploaded in the “**Technical Section**” available on the online e-tendering portal and should contain the following:

- i. The receipt/ proof of payment of Bid Document Fee.
- ii. Copy of Bid Security Declaration.
- iii. The duly filled Checklist as per the format at Bid Form-VII;
- iv. Duly signed Bid Document including Volume-I & II;
- v. Covering Letter for Bid in the prescribed format (Bid Form-I) along with Bid Forms – II to VI
- vi. Power of Attorney for signing the Bid as per the format at Bid Form-IV;
- 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; and
- viii. Bidder’s duly audited Financial Statements such as Cashflow Statement, 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).
- ix. The Financial Bid should be uploaded in the “**Financial Section**” available on the online e-tendering portal and shall be submitted as per Bid Form-VIII.

**6.11. E-Tender Submission****A. Technical Bid:**

- 6.11.1. The Technical Bid shall be submitted in “Technical Section” on E-Tender Portal of Maha-Metro.
- 6.11.2. The Bidder shall submit/ upload (through digital signature on e-tender portal of Maha-Metro) in the “Technical Section”.
- 6.11.3. Bidder shall first download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender using his DSC (i.e. DSC of POA/ DSC of authorized person/Owner) read & examine the document & process carefully.
- 6.11.4. For submission of Tender Document and Corrigendum, a Tick (v) submission Process has been enabled in Technical Section of E-Tender Portal of Maha-Metro. Bidders have to tick (v) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums and its clauses. By clicking on the tick (v) the bid documents & corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- 6.11.5. If the Bidder has completed the submission process of his bid before due date & time of submission and in the meantime employer issue a corrigendum, in this circumstance the bidder has to re-submit his bid by “clicking tick (v)” to the newly added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it prior to final date & time of submission of bid.
- 6.11.6. Bidder shall physically sign (through its Authorised Signatory) and put seal of the Bidder on each page of Bid Submission including Bidding Documents.
- 6.11.7. All other enclosure (Physically Signed by authorized person) as per requirement of Bid Document, described in various sections of Bid Document may be attached at appropriate Technical Template or “Additional Document” section of “Technical Section” of E-Tender Portal.
- 6.11.8. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Section of E-Tender Portal.
- 6.11.9. Each entity of Technical Section have a capacity to upload a document of w0 MB.
- 6.11.10. If any enclosures is more than 20 MB, it may be split by bidder to the size of 20 MB or less & proceed further for up loading in Technical Section.
- 6.11.11. If the technical enclosures are more in numbers than the fixed entity of Technical Section, Bidders have option to upload any number of documents in “Additional Document” section of “Technical Section” of E-Tender Portal.
- 6.11.12. No information pertaining to “Financial Bid” shall be uploaded or disclosed anywhere in “Technical Bid” to be uploaded in the Technical Section of E-Tender Portal.
- 6.11.13. All up-loaded 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 Bid**

- 6.11.14. The Financial Bid to be **submitted in “Financial/Commercial Section”** on E-Tender Portal of Maha-Metro.



- 6.11.15. The Financial Bid shall be filled online in Financial Section of E-Tender Portal. The Financial Bid may be required to fill manually & scanned copy may require to be uploaded in the Financial Section of E-Tender Portal of Maha-Metro.
- 6.11.16. Bids submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 6.11.17. It is to be noted that the Financial Bid shall be submitted in the **“Financial”** section only. In the event if the Financial Bid is submitted in the **“Technical”** Section of the online e-tendering portal, the bids shall be summarily rejected.
- 6.11.18. The Successful Bidder shall have to submit the original Power of Attorney for signing the bid before signing of License Agreement;

#### **6.12. Bid Due Date**

- 6.12.1. The Bidders are advised to submit their Bids to Maha-Metro well before the time and Bid Due Date specified above through the online e-tendering portal <https://mahametrorail.etenders.in>.
- 6.12.2. The Authority shall not be responsible for any delay in submission for any reason. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Maha-Metro may in its sole discretion, extend the Bid Due Date uniformly for all Bidders, in accordance with the provisions of the Bid Document.
- 6.12.3. Bidders shall submit their Bids through website- <https://mahametrorail.etenders.in> on or before the Bid Due Date and time given in the Schedule of Bidding Process.
- 6.12.4. The Technical Bids 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 Technical Bid. 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 requirements as per this Bid Document shall not be eligible for consideration.

#### **6.13. Modifications/ Substitution/ Withdrawal of Bids**

- 6.13.1. As the bid process is through e-tendering portal of Maha-Metro only, any amendment/ modification/substitution of bid can be done by going back into the Re-work option of the e-tender portal prior to the submission of bid.
- 6.13.2. Withdraw of already uploaded & submitted bid is not possible.
- 6.13.3. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date & time.

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

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

- 6.14.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

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

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

#### **6.16. Confidentiality**

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

#### **6.17. Correspondence with the Bidder**

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

### **D. BID SECURITY DECLARATION**

#### **6.18. Bid Security Declaration**

- 6.18.1. The Bidder shall furnish as part of its Bid, a Bid Security Declaration as per the format given in BID FORM – IX: Format of Bid Security Declaration of Bid documents for each metro station separately along with its Bid.
- 6.18.2. Bidders submitting bids for co-branding rights of more than one metro station shall be required to submit bid security Declaration for each metro station for which bid is submitted.
- 6.18.3. The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that if Maha-Metro will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Bid Document then the Bidder will be suspended from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year starting from the date of such notification by Maha-Metro.
- 6.18.4. The Bidder shall be liable for disqualification and suspension from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year under any of the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

- b. If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
- c. If a Bidder imposes any condition within the Bid validity period or the extended period;
- d. If bidder submits any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & suspended from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year.
- e. In the case of Selected Bidder, if it fails within the specified time limit:
  - I. to sign and return the duplicate copy of LOA unconditionally;
  - II. to sign the License Agreement as per the draft License Agreement, without imposing any conditions; or
  - III. to furnish the Performance Guarantee or
  - IV. to deposit the first Years Annual License Fees; or
- f. In case the Selected Bidder, before signing the License Agreement, commits any breach hereof.

#### **6.19. Performance Guarantee**

- 6.19.1. The Selected Bidder shall submit the Performance Guarantee for amounts as specified below:

Serial Number	Name of Metro Stations	Location	Performance Guarantee Amount for the License Period
1	PCMC	Reach 1	Performance Guarantee Amount for the License Period shall be: a. Amount equivalent to the Annual License Fee quoted for the fifth (5 <sup>th</sup> ) year of the License Period for each station as per the Financial Bid submitted by the Bidder
2	Sant Tukaram Nagar Metro Station	Reach 1	
3	Bhosari (Nashik Phata)	Reach 1	
4	Kasarwadi	Reach 1	
5	Phugewadi	Reach 1	
6	Vanaz	Reach 2	
7	Anand Nagar	Reach 2	
8	Ideal Colony	Reach 2	

- 6.19.2. The Bank Guarantee towards Performance Guarantee payable at Pune shall be issued from any Scheduled Commercial Bank having branch in India and remain valid for the License Period plus six months.
- 6.19.3. The Performance Guarantee shall be submitted as the amount equivalent to the Annual License Fee quoted for the fifth (5<sup>th</sup>) year of the License Period as per the Financial Bid submitted by the Bidder and as per the terms and conditions of the License Agreement for each metro station.
- 6.19.4. Maha-Metro reserves the right for deducting the dues from Licensee's Performance Guarantee for: -
- a. Any penalty imposed by Maha-Metro for violation of any terms and conditions of 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.
- . Any outstanding payment/ claims of Maha-Metro remained due after completion of relevant actions as per this Agreement.

## **E. EVALUATION OF BIDS**

### **6.20. Opening and Evaluation of Bids**

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

- 6.20.1. The Technical Bid 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., Procurement Section The Orion, First Floor, Opp Don Bosco Youth Centre, Arjun Mansukhani Marg, Koregaon Park Road, Pune 411001 in presence of the Bidders who choose to attend. No minimum number of bids is required in order to proceed to bid opening.
- 6.20.2. After evaluation of Technical Bid received electronically via E-Tender portal of Maha-Metro, the Financial Bids of the Bids of technically successful bidder only shall be opened. The date & time of opening of Financial Bid shall be communicated to the Qualified Bidders electronically (E-mail).
- 6.20.3. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.
- 6.20.4. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document.
- 6.20.5. First the bids shall be evaluated on the basis of the eligibility criteria as specified in the Bidding Documents along with the preference order given by the Bidder in the Bid Form -I.
- 6.20.6. 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.
- 6.20.7. 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.
- 6.20.8. The Authority 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.
- 6.20.9. 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.
- 6.20.10. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

**6.21. Tests of responsiveness**

6.21.1. Prior to evaluation of the Technical Bid, Maha-Metro shall determine whether each Bid is responsive to the requirements of the Bid Document. The Technical Bid of the Bidders shall be considered responsive only if:

- (a) it is received as per prescribed formats;
- (b) it is received by the Bid Due Date including any extension thereof;
- (c) it is signed, sealed, and marked as stipulated;
- (d) it is accompanied by relevant Power of Attorney(ies) as specified in Bid Document,
- (e) it contains all the information and documents (complete in all respects) as requested in this Bid Document;
- (f) it contains certificates from its statutory auditors in the formats specified;
- (g) it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
- (h) it does not contain any condition or qualification;

6.21.2. Similarly, prior to evaluation of Financial Bids, Maha-Metro shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if:

- (a) it is received as per the format at Bid Form-VII;
- (b) it is signed, sealed and marked as stipulated; and
- (c) it does not contain any condition or qualification.

6.21.3. The Authority 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 Authority 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.

6.21.4. To facilitate checking the responsiveness and evaluation of Bids, Authority 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 Authority 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, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

6.21.5. No Bidder shall have the right to give any clarification unless asked for by Authority or to request either Authority 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.

**6.22. Contacts during Bid Evaluation**

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

**6.23. Bidding process**

- 6.23.1. Maha-Metro has adopted a single packet two stages process (referred to as the “**Bidding Process**”) for selection of a suitable Highest Bidder to grant Co-branding rights at selected metro stations of Pune Metro Rail Project and advertisement rights on pre-identified area of the same station wherein co-branding rights are granted. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the “**Bid**”) against this RFP in a single packet only.
- 6.23.2. The first step (the “**Qualification Step**”) of the process involves qualification (the “**Qualification**”) of interested parties based on the Technical Bid submitted by the Bidders in accordance with the provisions of RFP.
- 6.23.3. At the end of the Qualification Step, the Authority shall inform the technically responsive/qualified Bidders of the date of opening of the Financial Bid (the “**Qualified Bidders**”).
- 6.23.4. ***Financial Bids of only Qualified Bidders shall be opened and evaluated for identification of the Selected Bidder.***
- 6.23.5. In the event that two or more Bidders quote the same Annual License Fees (the “**Tie Bidders**”), Maha-Metro shall identify the Selected Bidder on the basis of the average annual turnover for the last three financial years and the Bidder whose average annual turnover is more shall be termed as Highest Bidder. If the tie persists, the Bidder whose net-worth is more shall be termed as the Highest Bidder.
- 6.23.6. In this RFP, the term “**Highest Bidder**” shall mean the Bidder quoting the ‘Highest Annual License Fees’ for availing the co-branding rights of selected/respective metro station, as payable to the authority. The Bidder shall quote separately for metro station. The evaluation of the Financial Bid submitted to the authority shall be assessed separately for each station. The Bidder can quote for any number of station/s, however, the Bidder quoting the Highest Annual License Fees for the metro station/s shall be declared as highest bidder for the respective metro station.
- 6.23.7. Generally, the Selected Bidder for each station shall be the Highest Bidder for that respective metro station. 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.
- 6.23.8. 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.

**6.24. Communication of Award**

- (a) After the selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by Maha-Metro to the Selected Bidder. Within 10 (ten) days of the receipt of LOA, the Selected Bidder shall sign and return to Maha-Metro the duplicate copy of the LOA as acceptance and acknowledgement of the same.
- (b) In the event, the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Maha-Metro may, unless it consents to extension of time for submission thereof, then the Maha-Metro shall be within its right to suspend the Bidder from being eligible for bidding in any contract with Maha-Metro for the

- period of one year starting on the date of issuance of such notification on account of failure of the Selected Bidder to acknowledge the LOA.
- (c) The LOA will constitute the contract between the Selected Bidder and Maha-Metro for fulfilling the requirements specified in the LOA by the Selected Bidder prior to execution of the License Agreement. Notwithstanding anything contained in the LOA and the Bidding Documents, the rights of the Selected Bidder/Licensee as specified in License Agreement shall not become effective until the License Agreement has been executed by the Licensee and Maha-Metro and conditions precedent, if any, has been fulfilled by Selected Bidder / Licensee.
  - (d) The Commencement Date shall be date of issue of Letter Of Acceptance (LOA) or Notice to Proceed (NTP), or as specified in the LOA.

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

- (a) The Selected Bidder shall be required to appear in person at the office of Maha-Metro or concerned Officer In Charge, as the case may be, or if the Bidder is a firm, a duly authorized representative shall so appear and execute the License Agreement within 45 (Forty Five) days of issue of LOA by Maha-Metro after fulfilling following conditions –
  - i. Acknowledgement of Letter of Award issued by Maha-Metro, within 10 (ten) days of its receipt by signing and returning its duplicate copy to Maha-Metro;
  - ii. Payment of Annual License Fees as applicable for the first year of operations.
  - iii. Payment of appropriate Stamp duty as applicable for signing of License Agreement.
  - iv. Submission of appropriate value Stamp paper for signing of agreement.
  - v. Submission of Performance Guarantee as specified herein.
- (b) The License Agreement, in terms of this Bid Document, shall be executed in single copy. The Original duly registered License Agreement will be retained by Maha-Metro and the colour copy of the agreement shall be handed over to the Licensee for further reference. The License Agreement is required to be executed by the Bidder as per specimen specified in **Volume – II** of this Bid Document.
- (c) The stamp duty and registration fees for the License Agreement, if required under Applicable Laws, shall be borne and paid by the Licensee.
- (d) In case of delay in signing the License Agreement either on account of delay in fulfilling the above conditions within the specified time limit or otherwise, Authority may extend the period specified above, for a maximum period cumulatively not exceeding 90 (Ninety) days from the date of issuance of 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 Bidder shall be suspended from being eligible for Bidding in any contract with Maha-Metro for the period of time of one year starting on the date of such notification by Maha-Metro, without prejudice to any other rights or remedies & the LOA shall be treated as cancelled.
- (f) In the event the Selected Bidder refuses to execute the License Agreement as hereinabove provided, Authority 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 Authority shall be entitled to encash the Performance Guarantee or any other payments made by the Licensee, as damages for such default.

(g) Schedule of Various Stages: The Selected Bidder shall have to follow the following timelines:

Stage of Activity	Time Period
Issuance of Letter of Award form Maha-Metro	Within <b>15 days</b> of acceptance of the Bid from the authority.
Acknowledgement of Letter of Award by the Selected Bidder	Within <b>10 (ten)</b> days of issuance of Letter of Award
Submission of Performance Guarantee to Maha-Metro.	In the form of Bank Guarantee, to be submitted within <b>30 days</b> from the date of issuance of LoA by the Successful Bidder or Notice to Proceed (NTP) as specified in the LOA.
Payment of Annual Licence Fees to Maha-Metro by Licensee.	Within <b>30 days</b> from the date of issuance of LoA by the Successful Bidder or Notice to Proceed (NTP) as specified in the LOA.
Signing of Licence Agreement	Within <b>15 days</b> from the date of deposition of Annual License Fees and Performance Guarantee.
Station Area to be handed over to Selected Bidder for designing concept and installation	Within <b>7 days</b> of signing of License Agreement.
Commencement of License Period	Immediately after signing of License Agreement <u>or</u> the date of handing over of station for co-branding purpose, whichever is later.



## **7. FRAUD AND CORRUPT PRACTICES**

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

## **8. PRE-BID CONFERENCE**

- 8.1 Pre-Bid conferences of the Bidders shall be convened as per the Schedule of Bidding Process, at the date, time and place as mentioned in Clause 3.11 of the RFP Document. Maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 8.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Maha-Metro. The Authority 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.
- 8.3 Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.
- 8.4 The Authority, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.
- 8.5 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.

**9. MISCELLANEOUS**

- 9.1.** 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.
- 9.2.** The Authority, 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.
- 9.3.** 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.
- 9.4.** 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.
- 9.5.** 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,

**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 411001****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 aforesaid licensing the co-branding rights at selected metro stations of Pune Metro Rail Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that Maha-Metro shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. We have submitted the Bid for the following metro stations:

Serial Number	Name of Metro Stations	Location on Metro Corridor	Whether bid submitted (Yes/No)
1	PCMC	Reach 1	
2	Sant Tukaram Nagar Metro Station	Reach 1	
3	Bhosari ( Nashik Phata )	Reach 1	
4	Kasarwadi	Reach 1	
5	Phugewadi	Reach 1	
6	Vanaz	Reach 2	
7	Anand Nagar	Reach 2	
8	Ideal Colony	Reach 2	

3. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to Maha-Metro any additional information it may find necessary or require to supplement or authenticate the Bid.
4. 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.
5. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by Maha-Metro; and

- (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any Bid or tender document issued by or any agreement entered into with Maha-Metro; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) the undertakings given by me/us along with the Application in response to the Tender for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
6. I/ We understand that you 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 Bidder/Maha-Metro, in accordance with provisions of the Tender document.
  7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Maha-Metro in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
  8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  9. I/ We have studied all the Bidding Documents carefully and also surveyed the various stations of Pune Metro Rail Project. 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.
  10. I/ We offer due Bid Security Declaration to Maha-Metro in accordance with the Tender Document.
  11. 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.
  12. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
  13. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.

14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.
16. I/ We hereby submit bid documents i.e. tender documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
17. I / We declare that the submitted tender documents are same as available on..... I / We have not made any modification / corrections / additions etc. in the Tender Documents. I / We have checked that no page is missing, and all pages are legible and indelible. I / We have properly and carefully submitted the Tender Documents. In case at any stage, it is found that there is any difference in the downloaded Tender Documents from the original Tender Documents available at <https://mahametrorail.etenders.in>, Maha-Metro shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

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:**

1. 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.
2. Maha-Metro at its sole discretion may accept or reject the response of any respondent without assigning any reason thereof. The decision of Maha-Metro in matters of selection of station names should be final and binding.
3. Bid Security Declaration has to be submitted while submitting the bid for each metro station. In case the Bid Security Declaration submitted is not in accordance with the requirements of the tender documents, then the offer submitted shall be summarily rejected.

**Enclosed:**

1. Checklist of documents submitted by me/us
2. Other documents as per the prescribed formats



**BID FORM – II: Details of Bidder****(To be filled by Bidder)****Bid Document No.:** .....**Dated:****Name of Project : Bid for “\_\_\_\_\_.”****I. Details**

- a. Full Name of Bidder (in block letters):
- b. Country of incorporation/ registration/ nationality (whichever is applicable):
- c. Address of the corporate headquarters and its branch office(s), if any, in India
- d. Date of incorporation and/ or commencement of business/ date of registration/date of birth:
- e. Registration Number:
- f. PAN/TAN Number
- g. GST Registration Number
- h. Etc.

**II. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities in this Project:****III. Details of individual(s) who will serve as the point of contact/ communication for Maha-Metro:**

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

**IV. Particulars of the Authorised Signatory of the Bidder:**

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

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name of the Bidder)

**BID FORM – III: Eligibility of the Bidder****Bid Document No.:** .....**Dated:**

**Name of Project:** Bid for “Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years.”

**A. For Bidder’s fulfilling the Turnover Criteria****(In INR)**

Name of Bidder	Turnover of Bidder		
	Year (2018-19)	Year (2019-20)	Year (2020-21)
Turnover for the particular year			
Aggregate Turnover for last three financial years			
Average Annual Turnover for last three financial years			

**B. For Bidder’s fulfilling the Net-worth Criteria****(In INR Cr)**

Name of Bidder	Net-Worth of Bidder
	At the end of last financial year preceding the Bid Due Date i.e. 31 <sup>st</sup> March, 2021.

*(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 4.2 of the RFP Document.

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 (FY: 2018-19, 2019-20 and FY 2020-21). The financial statements shall:
  - (a) be certified/audited by a Statutory Auditor;
  - (b) be complete, including all notes to the financial statements; and
  - (c) 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.
5. In case audited financial statements for the immediately preceding financial year (2020-21) is not available, he has to submit an undertaking certifying that the "financial statements have actually not been audited so far" and the Applicant shall submit provisional financial statements duly certified by the Statutory Auditor.
6. If audited financial statements of any year other than the last year is not submitted, the Bid will be considered as non-responsive.
7. 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.
8. 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 31.03.2021.
9. 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.

**BID FORM – IV: Power of Attorney for signing of Bid****Bid Document No.:** .....**Dated:****Name of Project: Bid for “\_\_\_\_\_.”***(This Bid Form is to be submitted only by Bidder)**(To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and duly notarized.)*

Know all men by these presents, I/We, {.....} (insert name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name), son/daughter/wife of {.....} and presently \_\_\_\_\_ residing \_\_\_\_\_ at {.....}, who is presently employed with me/us and holding the position of {.....}, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Bid for the **Bid for “\_\_\_\_\_.”**, proposed by Maha-Metro (the “**Authority**”) 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 upon award thereof to me/us and/or till the entering into the License Agreement with Maha-Metro.

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

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

Date:

Place:

For.....

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

Accepted

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

Witnesses:

- 1.
- 2.

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

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of Notary

Registration Number of the Notary

Date: .....

**Instructions:**

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

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

(To be given on Stamp Paper of appropriate value)

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

1. I say that I am the authorised signatory of .....(insert name of company/Bidder) (hereinafter referred to as “Bidder”) and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our eligibility for Maharashtra Metro Rail Corporations’ (hereinafter referred to as “Maha-Metro”) Tender Document for “Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years” and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by Maha-Metro to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by Maha-Metro.
4. I say that if any point of time including the License period, in case Maha-Metro requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of Maha-Metro within time stipulated by them.
5. I/we do hereby undertake that as on date of Tender submission that neither Maha-Metro/MOUD/Maharashtra Govt. has banned business with the bidder nor any Central/State Government Department/PSU/Other Government entity or local body have banned business with the us (bidder) which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce)”
6. I/we do hereby undertake that as on date of Tender submission, I/we have not been barred by the Central Government / State Government or any entity Controlled by it, from participating in any Govt. project (BOT, BOOT, DBFOT or Operations and Maintenance etc. or otherwise), and where the bar subsists as on the Bid Due Date, or has been declared by the respective authority as non-performer/blacklisted would not be eligible to submit its Bid.
7. I/we do hereby undertake that, I/we during 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 us, 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 us.

8. I/we do hereby undertake that as on date of Tender submission, Maha-Metro/MOUIDD/MOUHUA/GOI/Govt. of Maharashtra has not banned business with the us (bidder).
9. I/we do hereby undertake that, I/we are not associated with any of the negative items as listed in Annexure – 1: Restricted activities on Maha-Metro premises.
10. 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.
11. I state that all the terms and conditions of the Tender Document have been duly complied with.

**DEPONENT**

**VERIFICATION:**

I, the above-named deponent, do verify that the contents of paragraphs 1 to 11 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this ..... day of.....,2021.

**DEPONENT**

**BID FORM – VI: Undertaking for Downloaded Tender Document****Bid Document 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 upto the date of opening of bids on the e-Tendering portal ..... We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

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

Company Seal:



**BID FORM – VII: Format for Checklist****Bid Document 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.

<b>S. No.</b>	<b>Item</b>	<b>Checked by Bidder</b>	<b>Remarks of Maha-Metro</b>
<b>TECHNICAL BID</b>			
1	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 of Consortium		
2b.	PAN Card of Bidder / Each Member of Consortium		
2c.	TAN of Bidder / Each Member of Consortium		
2d.	License/Gumasta		
2e.	MoA & AoA/ Partnership Deed of Bidder etc.		
3	BID FORM - III: Eligibility of The Bidder		
3a.	Duly supported by Certificate from Statutory Auditor		
3b.	Financial Documents such as Balance Sheet and Profit and Loss Account for last three financial years.		
3c.	ITRs for last three financial years.		
4	BID FORM - IV: Power of Attorney for Signing Of Bid		
	Board Resolution/Partners Resolution		
5	Bid Form-V: Affidavit For not being barred		
6	Bid Form VI: Undertaking for Downloaded Tender Document		
7	Bid Form-VII: Checklist		
8	Bid Form-VIII: Financial Bid		
9	Bid Form-VII: Form for Bid Security Declaration		
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  
(Name, Designation, Address)

Stamp of Bidder

**BID FORM – VIII: Format for Financial 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

**Subject: Financial Bid for “\_\_\_\_\_.”****Name of the Tender:** \_\_\_\_\_ -**Period of License:** Five (05) years, including a lock-in period of 2 (two) years.

I / We hereby offer the following Amount of fixed Annual License Fee in Rupees for Co-branding Rights for the Selected Metro Station as specified below, payable to Maha-Metro as per terms and conditions of this tender.

Sr. No.	Station Name	Location	Whether bid submitted for the aforesaid station (Yes/No)	Amount of Annual License Fee (in Rupees for each station)	
				Fees for availing co-branding rights of metro station inside of metro station, in 1 <sup>st</sup> (First) (base) year (excluding taxes)	
				Financial Quote for Annual License Fees for the station (in figure)	Financial Quote for Annual License Fees for the station (in words)
1	PCMC	Reach 1			
2	Sant Tukaram Nagar Metro Station	Reach 1			
3	Bhosari (Nashik Phata )	Reach 1			
4	Kasarwadi	Reach 1			
5	Phugewadi	Reach 1			
6	Vanaz	Reach 2			
7	Anand Nagar	Reach 2			
8	Ideal Colony	Reach 2			

**Note :** The advertisements and branding shall be in accordance with the factors as mentioned in Annexure – 1: Restricted activities on Maha-Metro premises.

Strike out the names for which application is not submitted.

- (a) I/We shall pay to Maha-Metro a License fees as quoted above along with applicable taxes/GST for the co-branding of the respective metro station, payable on yearly basis for a period of 05 years from the date of handover of the metro station for co-branding purpose.

- (b) The recurring payments such as License Fees shall be escalated by 10% every year on year-on-year basis for the entire License Period.
- (c) 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.
- (d) The electricity charges shall be as per the actual consumption/usage and shall be charged as per commercial rates as applicable in the locality.
- (e) All statutory taxes, local levies, statutory dues, etc. except property tax, as applicable from time to time shall be levied additionally.
- (f) I/We shall submit the Performance Guarantee as requested within 30 days of date of the LOA along with the advance License Fees for the first 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.
- (g) I/We agree that the License Period shall commence from the date of possession of the station for co-branding purpose or the 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 fitment period of 90 days from the date of handing over the advertisement space(s).
- (h) I/We confirm that I/We have read and understood the rules and regulations regarding the bidding process for co-branding of the metro station and O&M of advertisement space upto 100 Sqm, 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.
- (i) 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.
- (j) 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): \_\_\_\_\_

**BID FORM – IX: Format for Bid Security Declaration**

Date:

Bid No.:

Alternative No.:

To: . . . . [insert complete name of the employer] . . . .

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Employer for the period of time of one year starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

(a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or

(c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the tender conditions; or (iii) fail or refuse to furnish a domestic preference security, if required.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: . . . . [insert signature of person whose name and capacity are shown] . . . .

In the capacity of . . . . [insert legal capacity of person signing the Bid-Securing Declaration]  
. . . .

Name: . . . . [insert complete name of person signing the Bid-Securing Declaration] . . . .

Duly authorized to sign the bid for and on behalf of . . . . [insert complete name of the bidder]  
. . . .

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal . . . . [where appropriate] . . . .

## **Annexures**

**Annexure – 1: Restricted activities on Maha-Metro premises and Factors Governing  
Selection of Permissible Advertisements**

**A. Restricted activities on Maha-Metro premises**

1. The licensee is not permitted to display, post or place any of the below stated content and/or material on metro stations assets and premises:
  - Usage of any kind of combustible material shall not be permitted on entire Maha-Metro Station premises.
  - Any material or information that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations.
  - Advertisements, posters or other displays that promote or oppose candidates for elective offices, political campaign material, petitions or directly relate to issues of public debate on economic, political or social issues.
  - Naming of stations in the name of person/s either living or dead and parties should not be allowed. The branding/co-branding of station should be in the name of brand/product/company and not any person/s or individual.
  - Advertisements and images soliciting or promoting the sale or use of alcoholic beverages and tobacco products.
  - Any material or information that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
  - Obscene and offensive content: “Obscene” means displays or information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner nudity as sexual conduct and which, taken as a whole, does not have serious literary, artistic or scientific value, or otherwise qualifies as vulgar or indecent. “Offensive” means display of information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, sexual orientation or any other characteristic protected under the Fundamental Rights defined by Constitution of India.
  - Any content that threaten or adversely affect the public image of the Maha-Metro/ State/ Central Government or Maha-Metro’s ability to operate its facilities or the Maha-Metro’s ability to attract and maintain the patronage of passengers.
2. Permitting any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of licensed facilities.
3. Causing structural damage to the station structure, facilities or any other permanent structure.
4. Installation of idols/statues shall not be permitted anywhere within the station premises
5. Commercial activity is not allowed beyond the spaces designated for the such activities by Maha-Metro.

6. The audio advertisement in any form is not permitted and there will be no change in the respective Metro's station announcement / train announcement / notification / inside train name / or any other document due to co-branding of the station.
7. The mandatory signage as required for metro rail project shall be kept unchanged. No branding shall be permitted on the mandatory signage.
8. List of negative products.
  - Product/services propagating racial, community or ethnic differences
  - Drugs, alcohol, cigarette or tobacco items etc
  - Product/services having sexual overtone
  - Product/services related to animal cruelty
  - Lottery tickets, sweepstakes entries, slot machines and related product
  - Weapon and related items (such as firearms, firearm parts and magazines, Ammunition, explosive items etc.)
  - Any other product banned by State and Central Govt. from time to time.

#### **B. Factors Governing Selection of Permissible Advertisements**

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) Sub-Licensing of 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.

**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”.

**Annexure – 2: 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 Bidders on Electronic Tendering System:**

The Bidders 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 Bidders 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 Bidder 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 Bidder 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 the Authority 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 Bidders 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 Bidders 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 Bidders is required be set up. The Bidders 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 Bidders 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 Bidders to participate in the e-Tenders processed by Maha-Metro.**

**i. Preparation of online Briefcase:**

All Bidders enrolled on the Electronic Tendering System of Maha-Metro are provided with dedicated briefcase facility to store documents / files in digital format. The Bidder 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 Bidders are advised to store the relevant documents in the briefcase before starting the Tender Submission stage.

In case, the Bidders have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Bidders 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 Bidders 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. Since the EMD is in form of Bid Security Declaration, scan copy of such Declaration shall be uploaded by bidders in technical section of E-Tender Portal, if applicable.
- b. 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.
- c. **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.**
- d. **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.**
- e. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- f. All required enclosures as per bid document shall be uploaded in “Technical Section” of E-Tender portal by using DSC of bidder.
- g. The “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 20 mb only at each entity.
- h. If bidder are desirous to upload a file more than 20 mb size , he shall spilt the file in two or more parts of 20 mb or lesser than 20 mb each and can upload the same at appropriate **Technical Template** or **“Additional Document”** section of **“Technical 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.

\* Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.

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

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

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

The Bidders 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, hereinafter referred to as "Merchant", for making Tender fee 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/offers.

**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:
10. 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.
11. ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.
12. 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.

**Annexure – 3: Format For Co-branding at Stations In Pune Metro Rail Project (Suffix Only)**

मेट्रो  
स्टेशनचे नाव

Maha-Metro Logo

Pune Metro station  
Name

ब्रँडचे नाव

Brand Logo

Brand Name

# **MAHARASHTRA METRO RAIL CORPORATION LTD.**

**(PUNE METRO RAIL PROJECT)**

**Volume II - Draft License Agreement**

## **Licensing of Co-Branding Rights of \_\_\_\_\_ Metro Station of Pune Metro Rail Project (PMRP) for a period of 05 years**

**TENDER NO. P1PD-07/2021**



**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](mailto:tenders.pmrp@mahametro.org)**

**Website: [www.mahametro.org](http://www.mahametro.org)**

**Tel.: 020-26051072**

## Contents

<b>ARTICLE 1 DEFINITIONS AND INTERPRETATION .....</b>	<b>7</b>
1.1. Definitions .....	7
1.2. Interpretation.....	9
1.3. Measurements and arithmetic conventions .....	11
1.4. Priority of agreements, clauses and schedules .....	12
<b>ARTICLE 2 SCOPE OF CO-BRANDING RIGHTS AT SELECTED METRO STATIONS.....</b>	<b>13</b>
2.1. Scope of Station for Exclusive Co-Branding Rights .....	13
2.2. General Scope of Co-Branding Rights and Conditions for Licensee are as follows - .....	13
2.3. Sub- Licensing.....	15
2.4. Other Conditions.....	15
<b>ARTICLE 3 TENURE OF LICENSE .....</b>	<b>17</b>
3.1. Tenure of License .....	17
3.2. Effective Date / Commercial Operation Date (COD).....	17
3.3. Fitment period .....	17
<b>ARTICLE 4 LICENSE FEES, TAXES AND DUTIES.....</b>	<b>18</b>
4.1. License Fee .....	18
4.2. Non-payment of License Fees and other dues.....	19
4.3. Taxes and Other Statutory Dues .....	20
<b>ARTICLE 5 FACTORS GOVERNING SELECTION OF PERMISSIBLE ADVERTISEMENTS .....</b>	<b>21</b>
5.1. Factors Governing Selection of Permissible Advertisements .....	21
<b>ARTICLE 6 OBLIGATIONS OF THE LICENSEE .....</b>	<b>23</b>
6.1. Obligations of the Licensee .....	23
6.2. Employment of trained personnel .....	23
6.3. Authorised Representative and Project Manager .....	23
6.4. Obligation with respect to Taxes, duties.....	24
<b>ARTICLE 7 OBLIGATIONS OF THE AUTHORITY .....</b>	<b>25</b>
7.1. Obligations of the Authority.....	25
<b>ARTICLE 8 REPRESENTATIONS AND WARRANTIES .....</b>	<b>26</b>
8.1. Representations and warranties of the Licensee.....	26
8.2. Representations and warranties of the Authority .....	27
8.3. Disclosure .....	27
<b>ARTICLE 9 DISCLAIMER.....</b>	<b>28</b>
9.1. Disclaimer.....	28
<b>ARTICLE 10 PERFORMANCE GUARANTEE .....</b>	<b>29</b>

10.1. Performance Guarantee.....	29
10.2. Appropriation of Performance Guarantee.....	29
<b>ARTICLE 11 MAINTENANCE OF BRANDING SPACES.....</b>	<b>30</b>
11.1. Maintenance of Branding/Co-Branding Spaces .....	30
<b>ARTICLE 12 OPERATION AND MAINTENANCE.....</b>	<b>32</b>
12.1. Reports of unusual occurrence .....	32
<b>ARTICLE 13 FORCE MAJEURE .....</b>	<b>33</b>
13.1. Force Majeure .....	33
<b>ARTICLE 14 BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT .....</b>	<b>34</b>
14.1. Licensee Events of Default .....	34
14.2. Consequences of Material Breach and Licensee's event of Default .....	34
14.3. Surrender/Termination of Co-Branding Rights .....	35
14.4. Termination on the account of Operational Ground of Maha-Metro .....	36
<b>ARTICLE 15 DISPUTE RESOLUTION/ARBITRATION.....</b>	<b>37</b>
15.1 Amicable Resolution .....	37
15.2 Arbitration .....	39
<b>ARTICLE 16 MISCELLANEOUS .....</b>	<b>43</b>
<b>ANNEXURES.....</b>	<b>48</b>
<b>ANNEXURE – 1 : RESTRICTED ACTIVITIES ON MAHA-METRO PREMISES.....</b>	<b>49</b>
<b>ANNEXURE-2 : HANDING OVER NOTE .....</b>	<b>51</b>
<b>ANNEXURE 3 – TAKING OVER NOTE.....</b>	<b>52</b>
<b>ANNEXURE 4 – FORMAT FOR CO-BRANDING AT STATIONS IN PUNE METRO RAIL PROJECT (SUFFIX ONLY). .....</b>	<b>53</b>
<b>ANNEXURE 5 – SCHEDULE OF PAYMENTS.....</b>	<b>54</b>
<b>ANNEXURE 6 – FORMAT FOR BANK GUARANTEE .....</b>	<b>55</b>

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

### WHEREAS:

- (A) Maha-Metro, with a view to augment its revenues through non-operating measures/earnings, had invited open bids (by its Request for Proposal No.\_\_\_\_\_ dated (the "Request for Proposal" or "RFP")) from the interested parties for '*Licensing of Co-Branding Rights of Select Eight (8) Metro Stations of Reach-01 & Reach-02 of Pune Metro Rail Project for a period of 05 years*'. After consideration of the offers, Maha-Metro has selected M/s. \_\_\_\_\_ as "Licensee" for assigning the CO-Branding Rights at \_\_\_\_\_ Metro Station of Pune Metro Rail Project, on "as is where basis is".
- (B) Maha-Metro has agreed to provide to the Licensee, the Co-Branding rights of ..... metro station on "as is where is basis", on payment of License Fee and other charges to Maha-Metro on the terms and conditions hereunder contained in this License Agreement.
- (C) The Licensee shall be responsible for Co-Branding of the ..... Metro Station of the Pune Metro Rail Project as specified in this Agreement at its own cost. Sites to be used for branding and advertising within the metro station shall be identified by the Licensee and got approved from Maha-Metro before commissioning.
- (D) It is deemed necessary and expedient to enter into this Agreement to record the terms of the said Agreement. The Agreement shall include all the Recitals, Articles, Clauses, Sub-Clauses, Schedules, Annexures etc. which are made part of this document.

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



A. The Licensee hereby covenants as follows: -

- i. Licensee hereby assumes responsibility for Co-Branding Rights at the \_\_\_\_\_ Metro station. Licensee shall be responsible to design, procure, manufacture, fabricate, install, commission and maintain brand name installed as the semi naming right at selected metro station/s as specified in this Agreement at its own cost.
- ii. 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 at the Selected Metro Stations in detail and fully understands and comprehends the technical requirements of the branding in the form of semi naming rights. The Licensee also confirms full satisfaction as to the business viability of Co-Branding rights in the selected metro station 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 a reason or excuse for non-payment of License Fee and other amounts due to Maha-Metro under this License Agreement.

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

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

.....-2021

.....- 2021

(.....)

(.....)

Authorized Signatory

Authorized Signatory

FOR AND ON BEHALF OF

MAHARASHTRA METRO RAIL CORPORATION LIMITED

FOR AND ON BEHALF OF

LICENSEE

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

-----

Maha-Metro

-----

LICENSEE

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

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

**“Advertising” or “Branding”** means display of any Branding/advertisement including pictures/video’s, advertisement in the form of electric / electronic media, visual display or any other innovative advertising (electronic) 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 the License Agreement to be executed between MAHA-METRO and the Selected Bidder.

**“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. It also includes judgements, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

**“As is where is basis”** means the space for semi naming rights including all installations, fittings and fixtures is given on ‘as is where is basis’. 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 space allotted for Co-Branding rights, reasonably undamaged, at the end of License Period.

**“Arbitration Act”** means The Arbitration and Conciliation Act- 1996 & amended by the Arbitration & Conciliation ( Amendment ) Act, 2015 and any statutory modification or re-enactment thereof ;

**“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;

**“Co-Branding Rights”** mean the right assigned to the Licensee to suffix any brand name with the name of licensed Metro Station and branding, in accordance with terms & conditions of this Agreement.

**“Commencement Date”** means the date of commencement of License Agreement which shall commence immediately after handing over of the station, as defined in \_\_\_\_\_ of the RFP document;

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

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

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

**“Effective Date”** “means the date of signing of License Agreement or the date of handing over of metro station for Co-Branding rights, whichever is later;

**“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 13;

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

**“License”** means the Co-Branding Rights granted by Maha-Metro to the Licensee at Metro Station under terms and conditions of this Agreement.

**“Licensee”** means the Selected Bidder, 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 as per terms and conditions of the License Agreement and as set forth in Article - 4.

**“License Period”** means a period of 5 years from the date of handing over of the station.

**“Maha-Metro”** means Maharashtra Metro Rail Corporation Limited hereinafter referred as Employer/ Authority.

**“Places available for Branding” or “Advertising Spaces”** means various locations at \_\_\_\_\_ Metro Station of PMRP, where Co-Branding Rights are proposed to be granted as per terms and conditions

of this Agreement.

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

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

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

**“Selected Bidder”** means the bidder who has been selected by MAHA-METRO, pursuant to the Bidding Process for award of the License.

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

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

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

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

## **1.2. Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

- (e) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a “**business day**” shall be construed as a reference to a day (other than a Sunday) on which banks in 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 dig

it of 5 (five) or above being rounded up and below 5 (five) being rounded down.

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

- i. This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
  - (a) this Agreement; and
  - (b) The Bid/Tender Document along with all the corrigendum issued.
  - (c) all other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) and (c),  
(b) above shall prevail over the agreements and documents at (c) above.
- ii. Subject to the provisions of Clause i, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
  - (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
  - (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
  - (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
  - (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
  - (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
  - (f) between any value written in numerals and that in words, the latter shall prevail.



## ARTICLE 2 SCOPE OF CO-BRANDING RIGHTS AT SELECTED METRO STATIONS

### 2.1. Scope of Station for Exclusive Co-Branding Rights

- 2.1.1. The \_\_\_\_\_ Metro Station of PMRP is hereby licensed to the Licensee M/s\_\_\_\_\_ for Exclusive Co-Branding Rights, for a period of 5 (five) years:

### 2.2. General Scope of Co-Branding Rights and Conditions for Licensee are as follows -

- 2.2.1. The Selected Bidder shall have Co-Branding Rights at the \_\_\_\_\_ Metro stations of Pune Metro Rail Project of Maha-Metro. The offered station/s as referred above will be provided on “as is where is basis”.
- 2.2.2. The Licensee will be allowed to suffix his desired brand name only on all station name signages at the respective Metro stations i.e. the station be listed as “XYZ [Brand Name]”, where XYZ is the name of the selected metro station, however, the same should be in accordance with the format prescribed at Annexure 4 – Format For Co-Branding at Stations In Pune Metro Rail Project (Suffix Only). The font and size, material of signage boards etc. should match with the existing approved design and theme of Maha-Metro. The proposed installation will have to be pre-approved by Maha-Metro before installation. For clarification purposes, the Licensee shall bear the cost of design, fabrication, installation of all station name signages and advertising inventory.
- 2.2.3. The Co-Branding Partner shall not be allowed to display the brand name and/or advertisement on any other signages (except the station name signages)/stickers/registers/Artwork etc. at the metro station, OCC structure or any other place.
- 2.2.4. The following activities shall also be permitted as a part of branding:
- The following activities shall be permitted as a part of co-branding subject to approval of the Competent Authority of Maha-Metro and the areas demarcated for advertisement under this scope of work shall be jointly inspected and finalized by both the Employer and the Licensee..
- The following activities shall be permissible:
- a) Brand Name shall be suffixed to the particular station’s name on station name signages of the respective Metro station. List the station as “XYZ [Brand Name]”, where XYZ is the name of the selected metro station.
  - b) Logo & Neon Sign (of the same brand) on the top of the entrance gate of the selected Station.
  - c) The Licensee shall be provided with advertisement area up to 100 Sqmtr. for display of advertisement of the same brand whose name has been permitted for Co-branding.
- 2.2.5. The Co-Branding rights as provided to Licensee shall be used for advertising his own brand (specific brand alone) i.e. the brand name which has been approved for suffixing with the station name under Co-Branding rights only under this Agreement. The format for Co-Branding at the stations of Pune Metro Rail Project is attached at Annexure – 3. The Co-Branding should be in line with and should not disturb the aesthetics/look of the station.
- 2.2.6. Revenue Sharing/Advertisement taxes with the Local Authority/civic agency, if

applicable/demanded will be borne by the Successful Bidder separately.

- 2.2.7. During the License Period, the Successful Bidder shall be permitted to change the brand name and/or Logo at the station only after prior approval from Maha-Metro. For clarification purpose, such changes shall be permitted only upon completion of the lock-in period of two (2) years from the date of commencement of License Agreement or the date of handing over of station premises for branding, whichever is later.
- 2.2.8. The Licensee shall be allowed to change the advertising inventory at its own cost after prior written approval from Maha-Metro. However, to avoid frequent changes the specific advertisement must be displayed for a period of at least seven (7) days. Such advertising inventory shall exclude the right to change the brand name and/or Logo at the station along with the right to fix a suffix of the brand name with the name of licensed Metro Station.
- 2.2.9. The Licensee shall not be allowed to use/showcase any other format of advertisement except the LCD/LED/LFD screens/panels, video walls or any similar format of advertisement (without audio) as installed by Maha-Metro.
- 2.2.10. Audio advertisement in any form is not permitted and there will be no change in Maha-Metro's station (name) announcement / train announcement / notification / inside train name / or any other document due to semi naming of the station.
- 2.2.11. The Licensee shall be permitted to use and display the logo of the brand at the selected station.
- 2.2.12. The Licensee shall have rights and obligations to perform as specified below:
  - a) Operate, manage and maintain the entire installations made with respect to the Co-Branding rights under this Agreement at the station.
  - b) Obtain all necessary approvals, permits, etc. concerned with the Co-Branding rights and advertisements, from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
  - c) Comply with all statutory requirements in connection with this Agreement.
  - d) Ensure regular and timely payments of all amounts due to Maha-Metro and discharge all obligations as per this Agreement.
  - e) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.
  - f) Payment of indirect taxes such as GST/Advertisement Taxes/Entertainment Taxes etc. as applicable shall be borne by the Licensee as per prevailing rates.
- 2.2.13. The Licensee will be responsible for installation, operation, maintenance and removal of the materials/installations made with respect to the Co-Branding rights under this Agreement, including but not limited to materials used for displaying brand name (of any material/neon lights), station name signages. While Maha-Metro shall provide security at stations, Maha-Metro shall not be responsible for any vandalism, theft or damage to anything/material put up/installed by Licensee on the station. The Licensee shall ensure that Station building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of brand name, signages at any location of the station. The works related to installations and removal of signages shall be done only after taking prior written permission of Maha-Metro. The branding/display plan prepared by Licensee shall also be in

compliance with technical parameters of **Pune Municipal Corporation's Advt. policy/EPCA guidelines/directives given by Hon'ble courts, or any other prevailing policy as applicable in India.**

- 2.2.14. Maintaining the structural safety and integrity shall be the sole responsibility of the Licensee. The Licensee shall also ensure that the installations offered under this Agreement is not a safety hazard for Maha-Metro civil structures and public at large.

### **2.3. Sub- Licensing**

- 2.3.1. Sub-Letting or Sub-Licensing of the rights under this Agreement shall not be allowed. However, Licensee shall have the right to display advertisements of its clients subject to the terms and conditions of this License Agreement.

### **2.4. Other Conditions**

- 2.4.1. If the Co-Branding rights partner/Licensee is requiring any Property Business space within the metro station, the selected bidder/licensee shall have first right of refusal for the property business spaces within the respective metro station of which Co-Branding rights is allotted to it.
- 2.4.2. Further, if the Co-Branding rights partner/ Licensee is requiring any additional advertisement rights including spaces inside the station, signages etc., the selected bidder/licensee shall have first right of refusal for such rights within the respective metro station of which Co-Branding rights is allotted to it.
- 2.4.3. However, the above provisions shall be subject to participation by the Co-branding rights partner/Licensee in the tender process initiated for allotment of such activities as specified above and matching the highest bidder then."Security and other services:
- Maha-Metro shall provide reasonable security services in the Metro Station/s. General cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by Maha-Metro may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc. Maha-Metro shall not be liable for any compensation to be paid to the Licensee. However, Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.
- The Licensee shall be solely responsible for taking care of all the inventory and panels/material installed at the station premises for branding/advertisement/Co-Branding purpose. In the event of any theft or mishap, Maha-Metro shall not be liable for any compensation to the Licensee.
- a. If during the License period, any loss of property and/or life takes place, the loss on account of the same shall be borne entirely by the Licensee and Maha-Metro shall not be liable for any such claims. The Licensee would be responsible for the payments arising out of any third party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.
- 2.4.4. The Licensee shall provide unfettered access to the authorized representative of Maha-Metro and its operation staff for the purpose of maintenance works (with respect to Pune Metro Rail Project), if applicable, inside the specified area at all times during the License period.

- 2.4.5. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party associated with the development and operations/maintenance of the area tendered under this Agreement. All civil and criminal liability shall be the responsibility of the Licensee.
- 2.4.6. The Licensee shall not employ any person who is under the age of 18 years.
- 2.4.7. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area licensed to him under this Agreement) and normal business, operation and commuters facilities of Metro Rail Services at the station premises.
- 2.4.8. Upon observation of any such infringement, the Authority shall issue a notice of compliance. If the Licensee fails to comply to three such notices and continue such infringement, the Authority has right to impose a penalty of Rs. 5000/ per day for the period such infringement continues. This penalty shall be in addition to License Fees & other taxes payable to Authority. In the event if penalty is imposed on Licensee for 3 times during the entire License Period, then this Agreement shall be liable for termination, subject to decision of Maha-Metro.

## **ARTICLE 3 Tenure of License**

### **3.1. Tenure of License**

- 3.1.1. The Co-Branding rights of the ..... Metro station of PMRP shall be made available for the License Period unless otherwise terminated by Maha-Metro or surrendered by the Licensee, in term of provisions of this License Agreement.
- 3.1.2. The tenure of this Agreement shall commence from the date of handover of the station or start of commercial service date of the selected station, whichever is later.
- 3.1.3. There shall be a lock in period of two (2) years from the date of commencement of License Agreement or the date of handing over of station premises for branding, whichever is later.
- 3.1.4. The Licensee shall have the option to exit from this Agreement after completion of lock in period of 2 (two) years. For it, the Licensee shall have to issue 180 days prior notice to Maha-Metro. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after two (2) years.
- 3.1.5. In case the Licensee exits before the lock in period of 2 years or does not provide the 180 days advance notice after lock-in period, the Performance Guarantee shall be forfeited by Maha-Metro.
- 3.1.6. The Successful Bidder shall have the "First Right of Refusal" at the end of license tenure, provided no default is made in the payments of License Fees to Maha-Metro and the Successful Bidder participates in the tender invited then and agrees to match the Highest Bid.

### **3.2. Effective Date / Commercial Operation Date (COD)**

The Effective Date/ Commercial Operations Date shall mean the day of handing over of the station (i.e. providing permission) for erection of the branding name of company along with station name.

### **3.3. Fitment period**

- 3.3.1. The maximum fitment period of 90 days is provided for integration of the brand name with all the station from the date of handing over. The Fitment period shall be inclusive of the License Period.

## **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.
- 4.1.2. The aforesaid License Fee shall be charged in advance on yearly basis and shall be paid as per the schedule given in Annexure – 5.
- 4.1.3. The charging of License Fees shall commence immediately after handing over of station premises to the Licensee for erection/installations of branding name or the commercial operations of the metro station, whichever is later, irrespective of scenario where fitment period is exceeding the allowed period of 90 days.
- 4.1.4. The License Agreement shall be executed within 15 days of payment of License Fees applicable for 1<sup>st</sup> Year. Metro Station(s) shall be handed over for exclusive Co-Branding Rights within 7 days from the date of signing of this Agreement.
- 4.1.5. The License Fees shall be always paid in advance and shall be paid on yearly basis. The payment of License Fees applicable for 1<sup>st</sup> Year of operations shall be paid before signing of this Agreement.
- 4.1.6. The payment of Licensee Fee shall be paid in accordance with the payment schedule as mentioned in the Annexure - 5 of this Agreement.
- 4.1.7. The License Fee shall be escalated by 10% on Year-on-Year basis.
- 4.1.8. 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.
- 4.1.9. All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the License Fees. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with the Bidding Documents/ License Agreement. Any change in Tax structure will also be applicable.
- 4.1.10. The utility charges including consumption of electricity, etc. shall also be payable by Licensee to Maha-Metro in addition to above in accordance with terms & conditions of this Agreement. These utility charges shall be payable by Licensee during the License Period as and when the demand is raised by Maha-Metro. The sub-meter shall be installed for Licensee for calculating the consumption of water and electricity, if any. Necessary charges for the same shall be borne by the Licensee.
- 4.1.11. The Licensee agrees voluntarily and unequivocally to make all payments to Maha-Metro as may be due before the due date, without waiting for any formal advice from Maha-Metro.
- 4.1.12. The Licensee shall preferably make the payment of the License fee to Maha-Metro, as mentioned above, by electronic mode i.e. RTGS/NEFT 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. 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 this Agreement as per provisions stipulated in Chapter-15 of the Agreement.
- 4.2.2. In case of default in payment of Annual License Fees, the Licensee shall have to pay the License Fees due along with interest within 90 days of due date failing which Performance Guarantee shall be forfeited and this Agreement shall be liable for termination.
- 4.2.3. 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..
- 4.2.4. Interest shall continue to accrue on monthly compounding basis until the License Fee and other dues are finally paid. Such interest shall be charged for the delayed days only.
- 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 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 day's 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 this Agreement with 30 days notice and shall be free to appropriate 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 30 days of termination of the License Agreement. A certificate from concerned Station Manager 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 Station Managers or its authorized representative shall not be entertained.
- 4.2.10. Performance Guarantee shall be forfeited in case of termination of this Agreement or surrender of the rights under this Agreement by the Licensee before the lock in period of 2 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, this Agreement may stand terminated without giving any notice to the Licensee and Performance Guarantee shall be encashed.

#### **4.3. Taxes and Other Statutory Dues**

- 4.3.1. The Goods and Service tax and Advertisement Tax, as applicable if any, shall be borne by Licensee, in addition to the License Fee.
- 4.3.2. The property tax applicable, if any, on the property of Maha-Metro shall be the responsibility of Maha-Metro.
- 4.3.3. All other statutory taxes, statutory dues, local levies, payment of taxes/charges to local bodies as applicable (except those mentioned above) shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify Maha-Metro from any claims that may arise from the statutory authorities in connection with this License.
- 4.3.4. Revenue Sharing/Advertisement taxes with local authority/civic agency, if applicable/demanded, will be borne by the Licensee separately.
- 4.3.5. 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.
- 4.3.6. 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) Sub-Licensing of 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.

5.1.2. Negative list of Advertisements: The Licensee shall take into account that the following types of advertisements with direct or implied references or co-branding of the following items is strictly prohibited:

- a) Nudity
- b) Racial advertisements or advertisements propagating caste, community or ethnic differences.
- c) Advertisements of drugs, alcohol, cigarette, or tobacco items.
- d) Advertisement propagating exploitation of women or child.
- e) Advertisements having sexual overtone.
- f) Advertisements depicting cruelty to animals.
- g) Advertisements depicting any nation or institution in poor light.
- h) Advertisements banned by the Advertising Council of India or by Law.
- i) Advertisements glorifying violence.
- j) Advertisements of destructive devices and explosives depicting items, weapons and related items.
- k) Lottery tickets, sweepstakes entries and slot machines related advertisements.

- l) Advertisement which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing.
- m) Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.

## **ARTICLE 6 OBLIGATIONS OF THE LICENSEE**

### **6.1. Obligations of the Licensee**

- 6.1.1. 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 at the station 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. use non-combustible material for branding and installation of the brand name at various locations of the Metro station. Use of combustible material shall not be permitted under any circumstances.
- 6.1.2. **Sub- Licensing :** The Licensee shall be not be entitled to sub-license the license allotted to him.
- 6.1.3. 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.

### **6.2. Employment of trained personnel**

- 6.2.1. 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.
- 6.2.2. 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.

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

- 6.3.1. 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.
- 6.3.2. The Licensee shall at all times, take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct, by or amongst, his staff and labour, and to preserve peace and protection of persons and property in the neighbourhood of the Project, against such conduct. The Licensee alongwith his 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.

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

- 6.4.1. 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 as per 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 like introduction of GST as per Govt. guidelines will also be applicable.
- 6.4.2. Any new levies, taxes, cess, revenue share etc. if any, imposed by Government Authorities on MAHA-METRO for this Agreement 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.
- 6.4.3. Payment of stamp duty on execution & registration of this Agreement, if any, to be executed in pursuance of this bid shall be solely borne by the Licensee.
- 6.4.4. If the Licensee fails to pay any Taxes, charges, outgoing payments etc., which expenses he is required to bear, and the same are instead paid by the 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 7 OBLIGATIONS OF THE AUTHORITY**

### **7.1. Obligations of the Authority**

- 7.1.1. 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.
- 7.1.2. 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 Co-Branding and advertisement rights of selected metro station in accordance to the condition as stipulated in the Article 2 and Article 3.
  - (b) ensure that no barriers are erected or placed on or about the selected Metro Station 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 8 REPRESENTATIONS AND WARRANTIES**

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

8.1.1. 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 said Co-Branding and 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 thereunder 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 Co-Branding 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 selected bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

## **8.2. Representations and warranties of the Authority**

8.2.1. 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 \_\_\_\_\_ metro station and has power and authority to grant a Licence in respect thereto to the Licensee.

## **8.3. 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 9 DISCLAIMER**

### **9.1. Disclaimer**

- 9.1.1. 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.
- 9.1.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed the commerciality of Project and that it will be fully responsible for all its assessment in this regard.
- 9.1.3. The Licensee confirms having seen / visited / assessed the potential locations inside the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 9.1.4. The Licensee also confirms that it has fully analyzed 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.
- 9.1.5. This Agreement shall not in any way be construed as a lease or license of the Station or any part thereof, and only represents a contractual obligation of MAHA-METRO to provide to Semi Naming Rights at said station only.



## **ARTICLE 10 PERFORMANCE GUARANTEE**

### **10.1. Performance Guarantee**

- 10.1.1. 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 Clause 10 of this Agreement (the "Performance Guarantee"). The Performance Guarantee shall be payable at Pune.
- 10.1.2. The Performance Guarantee shall be retained for the period equivalent to "entire License Period plus six months".
- 10.1.3. 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 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.

### **10.2. Appropriation of Performance Guarantee**

- 10.2.1. 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 or failure to meet any Condition Precedent. 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 14.

## **ARTICLE 11 MAINTENANCE OF BRANDING SPACES**

### **11.1. Maintenance of Branding/Co-Branding Spaces**

- 11.1.1. Licensee shall keep and maintain the Branding media/panel in neat, clean condition and in safe & sound manner during all the time of License Period. Any defective, weak or corroded structure/inventory/material should be replaced immediately with new proper structure/inventory/material after due certification from reputed agency. In case of any incident / injury caused by Branding media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- 11.1.2. 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 this Agreement with 30 days written notice.
- 11.1.3. Access to stations for the purpose of placement of Brandings shall be regulated by the office of the General Manager (Design & Planning), Maha-Metro and the Licensee is required to take necessary permissions in this regard from the office of the Authorised Representative of Maha-Metro as per extant policy of MAHA-METRO. Maha-Metro reserves the right to provide such permission, however it is clarified that the permission to the Licensee shall not be unduly denied.
- 11.1.4. Joint inspection of station may be conducted by MAHA-METRO officials and Licensee, at mutually convenient time. 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 irregularity per week. Deliberate or wilful non-compliance of MAHA-METRO written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle MAHA-METRO to encash the Performance Guarantee in part or full and or terminate this Agreement after giving 90 days notice to the Licensee.
- 11.1.5. Such termination of this Agreement and forfeiture of the Performance Guarantee by MAHA-METRO shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.
- 11.1.6. Further, MAHA-METRO can impose the fine on Licensee up to Rs.5,000/- per offence per week on the following offenses:
  - i. Any staff of Licensee found in drunken condition/ indulging in bad conduct.
  - ii. Any staff of the Licensee found creating nuisance.
  - iii. Improper maintenance & defacement of the Metro Property.
  - iv. Dishonor of drafts and Cheques given by Licensee in favour of MAHA-METRO.
  - v. Misbehavior with staff and commuters of MAHA-METRO.

- vi. Not following safety and security norms as may be indicated by authorized representative of MAHA-METRO.
  - vii. Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
  - viii. Not following the instructions issued by MAHA-METRO authorities from time to time
- 11.1.7. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by MAHA-METRO official not below the rank of General Manager.

## **ARTICLE 12 OPERATION AND MAINTENANCE**

### **12.1. 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 13 FORCE MAJEURE**

### **13.1. Force Majeure**

- 13.1.1. Neither MAHA-METRO nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
- a. Earthquake, Flood, Inundation, Landslides, Pandemic.
  - b. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
  - c. Fire caused by reasons not attributable to the Authority.
  - 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 or lockouts or lockdowns, other than those involving the Authority/ Licensee, its contractors, or their employees, agents etc.
- 13.1.2. 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 subject to provision that occurrence of any Force Majeure shall be notified to the other party within 7 days of such event. 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 the Performance Guarantee shall be refunded by MAHA-METRO to the Licensee after adjusting outstanding dues, if any.

## **ARTICLE 14 BREACHES, EVENTS OF DEFAULT, SURRENDER AND TERMINATION OF LICENSE AGREEMENT**

### **14.1. Licensee Events of Default**

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

- 14.1.1. If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection as stipulated in this Agreement.
- 14.1.2. If at any time during the subsistence of this Agreement, there is non-conformity to this Agreement or any time during the existence of this Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates this Agreement.
- 14.1.3. 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.
- 14.1.4. If the Licensee is in persistent non-compliance of the written instructions of a MAHA-METRO officials.
- 14.1.5. 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.
- 14.1.6. If Licensee is in violation of any of the other Clauses of this Agreement and after three written notice from MAHA-METRO fails to cure the Default to the satisfaction of MAHA-METRO.
- 14.1.7. If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- 14.1.8. 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.

### **14.2. Consequences of Material Breach and Licensee's event of Default**

- 14.2.1. If any of the above Material Breach and Licensee Events of Default happens, then
  - a. MAHA-METRO, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate this 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.
  - b. 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 Agreement.
  - c. 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 this Agreement.

### **14.3. Surrender/Termination of Co-Branding Rights**

14.3.1. The Licensee shall have option to surrender Co-Branding rights allotted to him under this Agreement after two (2) years lock in period provided -

- a. The Licensee successfully completes initial two (2) years lock in period.
- b. There is no arrear pending with the Licensee on the date of issue of surrender notice.
- c. MAHA-METRO receives a 180 days advance notice, in writing, from Licensee for its intention to surrender this Agreement. Such notice of 180 days can be given as per the provisions of this Agreement.
- d. Licensee continues to pay all dues as per schedule to MAHA-METRO till the date of premature closure of this Agreement.
- e. Licensee hand over peaceful possession of the all Licensed space to MAHA-METRO free from all encumbrances within 30 (thirty) days from the termination of this Agreement.

If Licensee satisfies the above said conditions, MAHA-METRO shall terminate this Agreement and release the Performance Guarantee after adjusting any outstanding amount on the part of Licensee.

14.3.2. There shall be a lock in period of two (2) years from the date of handing over the station for exploiting the Co-Branding rights created through this Agreement. The Licensee shall have option to exit from this Agreement immediately after completion of the lock in period. For it, the Licensee shall have to issue 180 days prior notice to MAHA-METRO. Such prior notice intimation can be given after one and half (1 ½) years of handing over of station however option to exit will be available only after two (2) years. In this case, Performance Guarantee of the Licensee shall be released after adjusting the dues, if any, to be payable by Licensee.

14.3.3. If the Licensee is desirous of terminating this Agreement after expiry of above said lock-in period without serving any prior intimation period or shorter intimation period than 180 days, this Agreement shall deemed to be terminated on completion of such short / irregular intimation period. In such cases, the Performance Guarantee shall be released to the Licensee after adjustment of the License Fee for period shorter than 180 days (notice period) and outstanding dues, if any.

14.3.4. If the Licensee is desirous of terminating this Agreement hereby created before expiry of the lock-in period of two (2) years, this Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by MAHA-METRO. In such a case, Maha-Metro shall appropriate the Performance Guarantee for the outstanding dues and after adjustment of outstanding dues, if any, payable to MAHA-METRO shall release the balance Performance Guarantee. No grace period shall be provided to Licensee in such a case.

14.3.5. It is to be noted that in either of the cases as mentioned in Clause 14.3.2, Clause 14.3.3 and Clause 14.3.4, MAHA-METRO may also recover the balance outstanding dues, if are more than Performance Guarantee amount, from the other contracts of Licensee in MAHA-METRO. Balance outstanding dues, if more than the amount of Performance Guarantee, shall also be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else MAHA-METRO will seize their property at nil/ zero value. MAHA-METRO shall be free

to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

- 14.3.6. The surrender/termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

**14.4. Termination on the account of Operational Ground of Maha-Metro**

- 14.4.1. MAHA-METRO reserve the rights to terminate this License Agreement by giving sixty (60) days advance notice on operational grounds. This License Agreement will stand terminated on expiry of 90 days 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 refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.



## **ARTICLE 15 DISPUTE RESOLUTION/ARBITRATION**

### **15.1 Amicable Resolution**

#### **15.1.1 No legal action till Dispute Settlement Procedure is Exhausted**

Any and all Disputes shall be settled in accordance with the provisions of Article 15. 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 15 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.

#### **15.1.2 Notice of Dispute**

For the purpose of Sub-Clause 15.1.2, 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.

#### **15.1.3 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.

#### **15.1.4 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 Authority. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

#### **15.1.5 Conciliation Procedure**

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel,

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

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

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

#### **15.1.6 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.

## **15.2 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 Authority, 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:

### **15.2.1 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.

### **15.2.2 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 Authority 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 Authority. 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 Authority 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 Authority.

- b) Authority 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 Authority 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 Authority 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 Authority 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.

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

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

or

a Retired Officer ( retired not below the SAG level in Railways ) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract

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

- 15.2.4 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.
- 15.2.5 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.
- 15.2.6 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.
- 15.2.7 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 Authority/ Conciliator that the final demand is ready, he/they will be deemed to have waived his/their claim(s) and the Authority shall be discharged and released of all liabilities under the License Agreement in respect of these claims.
- 15.2.8 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.
- 15.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model Time Schedule for conduct of Arbitration proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the Parties should endeavor to adhere to time schedule for early finalization of Award.
- 15.2.10 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.

- 15.2.11 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.

**15.2.12 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.

**15.2.13 Cost of Conciliation / Arbitration**

The fees and other charges of the Conciliator / Arbitrators shall be as per the scales fixed by the Authority from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Authority or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Authority 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.

**15.2.14 Jurisdiction of Courts**

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

## **ARTICLE 16 MISCELLANEOUS**

- 16.1 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 this 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.
- 16.2 The Licensee shall comply with all the provisions of Labor Laws & regulation in force including but not limited to the Contract Labor (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.
- 16.3** All penalty amounts stipulated in the License Agreement shall become double after completion of every 5 (five) years from the date of commencement of License Agreement on rolling basis.
- 16.4 The Licensee will not ask for any claim or seek any compensation from Maha-Metro if advertisement at any advertisement spaces inside any station is not permitted due to court order/local laws/civil authorities.
- 16.5 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.
- 16.6 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.
- 16.7 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. 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.
- 16.8 Licensee shall comply with the laws of land including the Maharashtra Pollution Control Board's

guidelines, building guidelines, fire norms etc. Maha-Metro shall not be held liable for any change/modification in these laws which adversely affect this agreement. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.

16.9 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.

16.10 Employees conduct:

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

16.11 That no tenancy/sub-tenancy is being created by MAHA-METRO in favor 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 the said 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 favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space for Co-Branding of station 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.



- 16.12 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 Co-Branding and advertisement being displayed by the Licensee at the said premises.
- 16.13 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 station premises 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 Authority.
- 16.14 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.
- 16.15 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 the licensor. The Licensee also voluntarily agrees to collect the invoices from the office of the Authorized representative of the licensor (MAHA-METRO) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- 16.16 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 and Co-Branding rights hoardings in such situations. 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.
- 16.17 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 Metrorail Corporation Limited  
101, The Orion Building, Koregaon Park  
Pune - 411001  
Telephone : 020 – .....  
Email : .....  
Kind Attention : .....  
Cc : **Authority Representative**

S

**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 by his duly authorized representative.
- 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/STAMP 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.

In the presence of:

1.

---

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

## **Annexures**

## **Annexure – 1 : Restricted activities on MAHA-METRO premises**

1. The Licensee is not permitted to display, post or place any of the below stated content and/or material on metro stations assets and premises:
  - Usage of any kind of combustible material shall not be permitted on entire Maha-Metro Station premises.
  - Any material or information that is false, misleading or deceptive, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations.
  - Advertisements, posters or other displays that promote or oppose candidates for elective offices, political campaign material, petitions or directly relate to issues of public debate on economic, political or social issues.
  - Naming of stations in the name of person/s either living or dead and parties should not be allowed. The branding/Co-Branding of station should be in the name of brand/product/company and not any person/s or individual.
  - Advertisements and images soliciting or promoting the sale or use of alcoholic beverages and tobacco products.
  - Any material or information that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
  - Obscene and offensive content: “Obscene” means displays or information that, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner nudity as sexual conduct and which, taken as a whole, does not have serious literary, artistic or scientific value, or otherwise qualifies as vulgar or indecent. “Offensive” means display of information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, sexual orientation or any other characteristic protected under the Fundamental Rights defined by Constitution of India.
  - Any content that threaten or adversely affect the public image of the MAHA-METRO/ State/ Central Government or MAHA-METRO’s ability to operate its facilities or the MAHA-METRO’s ability to attract and maintain the patronage of passengers.
2. Permitting any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over all or any part of licensed facilities.
3. Causing structural damage to the station structure, facilities or any other permanent structure.
4. Installation of idols/statues shall not be permitted anywhere within the station premises
5. Commercial activity is not allowed beyond the spaces designated for the such activities by MAHA-METRO.
6. The audio advertisement in any form is not permitted and there will be no change in the respective Metro’s station announcement / train announcement / notification / inside train name / or any other document due to Co-Branding of the station.

7. The mandatory signage as required for metro rail project shall be kept unchanged. No branding shall be permitted on the mandatory signage.
8. List of negative products.
  - Product/services propagating racial, community or ethnic differences
  - Drugs, alcohol, cigarette or tobacco items etc
  - Product/services having sexual overtone
  - Product/services related to animal cruelty
  - Lottery tickets, sweepstakes entries, slot machines and related product
  - Weapon and related items (such as firearms, firearm parts and magazines, Ammunition, explosive items etc.)
  - Any other product banned by State and Central Govt. from time to time.

**Annexure-2 : Handing Over Note**

Date: \_\_\_\_ / \_\_\_\_ / 2021

..... Metro Station is handed over to the Licensee,  
..... for assigning of SNR..... on  
(date). .....at.....(time), in the presence of representatives of .....

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

\_\_\_\_\_  
**Licensee**

\_\_\_\_\_  
**Planning Department**

\_\_\_\_\_  
**Electrical & Maintenance Department**

\_\_\_\_\_  
**Civil & Structures Department**

\_\_\_\_\_  
**Station Manager/Station Controller**

**Annexure 3 – Taking Over Note**

Date: \_\_\_\_ / \_\_\_\_ /XXXX

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

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Planning Department

\_\_\_\_\_  
Electrical & Maintenance Department

\_\_\_\_\_  
Civil & Structures Department

\_\_\_\_\_  
Station Manager/Station Controller



**Annexure 4 – Format For Co-Branding at Stations In Pune Metro Rail Project (Suffix Only).**

ब्रँडचे नाव

Brand Logo

Brand Name

मेट्रो  
स्टेशनचे नाव

Maha-Metro  
Logo

Pune Metro  
station Name

**Annexure 5 – Schedule of Payments**

<b>Sr. No.</b>	<b>Year</b>	<b>Date</b>	<b>Amount in fig (INR) (excluding taxes)</b>	<b>Amount in words (INR) (excluding taxes)</b>
1	Year-1	(before signing of License Agreement)		
2.	Year-2			
3.	Year-3			
4.	Year-4			
5.	Year-5			

Note: The payment of License Fees applicable for 1st Year of operations shall be paid before signing of License Agreement and for the subsequent years shall be paid on respective anniversaries of the signing of License Agreement.

## Annexure 6 – Format for Bank Guarantee

### Performance Guarantee

#### Option 1: (Demand Guarantee)

**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that\_\_\_\_(hereinafter called "the Applicant") has 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, waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_(\_\_\_\_),<sup>1</sup> 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 has failed to duly perform the aforementioned 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.

\_\_\_\_\_  
[signature(s)]

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

<sup>1</sup> The Guarantor shall insert an amount representing the 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.

<sup>2</sup> Insert the date twenty-eight (28) days after the expected completion date. 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: 25 Dec 2021

### CORRIGENDUM-I

**Tender No.:** P1PD-07/2021 dated 20 Dec 2021

**Name of Work:** Licensing of Co-Branding Rights of Selected Eight (08) Metro Stations of Reach-1 & Reach-2 of Pune Metro Rail Project for a period of 05 years

**Reference:** Further to **Tender Documents** dated 20 Dec 2021

The revised date of Pre-Bid Meeting shall be as follows:

Description	As per Tender	Revised Condition
Pre-Bid Meeting:	<b>27/12/2021 at 11.00 Hours</b> at Office of Pune Metro Rail Project, Inside Mahatma Phule Musuem, Ghole Road, Shivaji Nagar, Pune – 411 005.	<b>30/12/2021 at 11.00 Hours</b> at Office of Pune Metro Rail Project, Inside Mahatma Phule Musuem, Ghole Road, Shivaji Nagar, Pune – 411 005.



**Executive Director (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: 10 Jan 2022

### CORRIGENDUM-II

**Tender No.:** P1PD-07/2021 dated 20 Dec 2021

**Name of Work:** Licensing of Co-Branding Rights of Selected Eight (08) Metro Stations of Reach-1 & Reach-2 of Pune Metro Rail Project for a period of 05 years

**Reference:** Further to **Tender Documents** dated 20 Dec 2021, **Corrigendum I** dated 25 Dec 2021

The revised Bid Submission and Bid Opening Date & Time shall be as follows:

SN	Activity	Date as per Tender	Revised Date
1	Date & Time of submission of Tender	Online submission <b>up-till 16.00 Hrs. on 10/01/2022</b> at Maha-Metro's e-tender portal	Online submission <b>up-till 16.00 Hrs. on 17/01/2022</b> at Maha-Metro's e-tender portal
2	Date & Time of opening of tender	<b>On 10/01/2022 at 16.30 Hrs.</b> or as decided by Maha-Metro at Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco Youth Centre, Koregaon Park, Pune 411 001	<b>On 17/01/2022 at 16.30 Hrs.</b> Or as decided by Maha-Metro at Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco Youth Centre, Koregaon Park, Pune 411 001



**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: 17 Jan 2022

### CORRIGENDUM-III

**Tender No.:** P1PD-07/2021 dated 20 Dec 2021

**Name of Work:** Licensing of Co-Branding Rights of Selected Eight (08) Metro Stations of Reach-1 & Reach-2 of Pune Metro Rail Project for a period of 05 years

**Reference:** Further to **Tender Documents** dated 20 Dec 2021, **Corrigendum I** dated 25 Dec 2021, **Corrigendum II** dated 10 Jan 2022

The revised Bid Submission and Bid Opening Date & Time shall be as follows:

SN	Activity	Date as per Corrigendum II	Revised Date
1	Date & Time of submission of Tender	Online submission <b>up-till 16.00 Hrs. on 17/01/2022</b> at Maha-Metro's e-tender portal	Online submission <b>up-till 16.00 Hrs. on 24/01/2022</b> at Maha-Metro's e-tender portal
2	Date & Time of opening of tender	<b>On 17/01/2022 at 16.30 Hrs.</b> or as decided by Maha-Metro at Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco Youth Centre, Koregaon Park, Pune 411 001	<b>On 24/01/2022 at 16.30 Hrs.</b> Or as decided by Maha-Metro at Procurement Section, First Floor, The Orion, Arjun Mansukhani Marg, Opp. Don Bosco Youth Centre, Koregaon Park, Pune 411 001



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