



# **RFP DOCUMENT**

**Contract: CPD-26**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROPERTY DEVELOPMENT AT 1.22 Ha PLOT  
NEAR MALVIYA NAGAR MRTS STATION**

**DELHI METRO RAIL CORPORATION LTD.  
5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane,  
Barakhamba Road, New Delhi –110 001**

## DISCLAIMER

This request for proposal (“**RFP**”) document for 12219 Sqm (approx) PD Plot near Malviya Nagar MRTS Station contains brief information about the Project, qualification requirements and the selection process for the Selected Bidder. The purpose of this RFP document is to provide interested parties (“**Bidder(s)**”) with information in order to assist them in formulation of their bid application (the ‘**Bid**”).

The information (“**Information**”) contained in this RFP document or subsequently provided to Bidders, in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (“**DMRC**”) is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such Information is provided.

This RFP document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the rights of the Selected Bidder shall be as set out in separate agreement contained herein.

This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for DMRC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. The assumptions, assessments, statements and information contained in the RFP document, may not be complete, accurate, adequate or correct. Therefore, each Bidder should conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the Information in this RFP document and obtain independent advice from appropriate sources. DMRC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and Information provided hereunder is only to the best of the knowledge of DMRC.

Information provided in this RFP document to the Bidder(s) 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. The DMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Intimation of discrepancies in the RFP document, if any, should be given to the office of the DMRC immediately by the Bidders. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects. In particular, DMRC shall not be responsible /liable for any latent or evident defect or character of the Project land/ Project including but not limiting to the following:

1. Soil testing/investigations
2. Water availability of ground water

3. Electricity availability and provisions
4. Site Drainage
5. Site approach
6. All statutory permissions from various authorities including approvals from town planning or other authorities as per the Central / State Government norms.
7. All applicable rent, rates, duties, cess and taxes, if any
8. All applicable statutory laws and provisions
9. Technical and financial feasibility of the project.

Any character or requirement of the Project land, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder itself.

This RFP Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder in the format broadly set out herein. DMRC 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 this RFP.

DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

DMRC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DMRC 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 this RFP.

DMRC reserves the right to accept or reject any or all Applications without giving any reasons thereof. DMRC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DMRC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DMRC shall not be liable in any manner whatsoever for the same 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.

The word "Bid" and "Tender" is used interchangeably in the document.

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**SECTION 1**  
**PROJECT BACKGROUND**

## 1. PROJECT BACKGROUND

### 1.1. Introduction

1.1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Urban Development (MoUD) to undertake value capture from property development initiatives for sustainable revenue generation and part financing Delhi MRTS Project. Ministry of Urban Development has also issued an order permitting DMRC to carry out Property Development in lands allotted for Delhi MRTS Project vide Order No. K-14011/8/2000 - MRTS (Pt.) dated 30 March, 2009.

1.1.2 DMRC has been allotted a land parcel by DDA measuring 12219 Sqm (approx.) at Malviya Nagar for Phase-II of Delhi MRTS Project. Apart from Metro rail accessibility, the site is very close to Saket City Center, DLF, Select City Walk Mall, Saket District Court and residential area of Pushp Vihar, Malviya Nagar, Saket, Hauz Khas, Shekh Sarai, and Multi Speciality hospitals such as Max, Saket City Hospital etc. All these factors make this site attractive due to its potential for Property development.

1.1.3 This site is integrated with Malviya Nagar MRTS station. It is proposed to carryout property development on this integrated plot through a developer for this tender. The site is being offered on “as is where is basis”. As per para 12.15 of MPD 2021, applicable Development norms for property development at this site are as under:

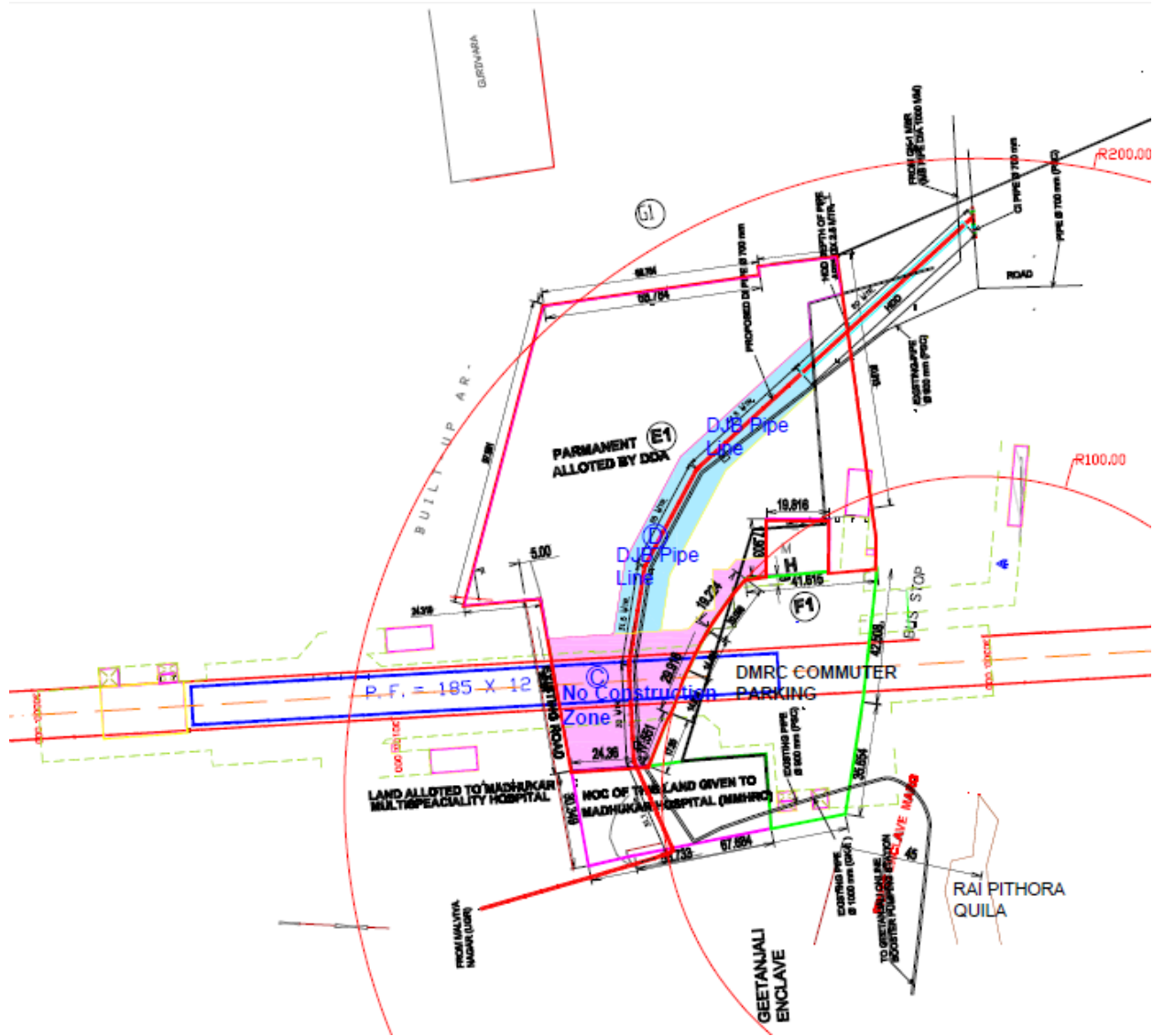
|                      |   |      |
|----------------------|---|------|
| (i) FAR              | : | 100  |
| (ii) Ground Coverage | : | 25%. |

1.1.4 As per the Master Plan, the designated land use of the plot was “Public and Semi public”. To enable DMRC to raise revenue through property development activity, DDA has issued NOC for property development vide DDA letter dated 07/04/2010.

1.1.5 The National Monument Authority has also issued “grant of permission” for construction in respect of property development at Malviya Nagar Metro station, in the regulated area of ‘Qila Rai Pithora’ vide their letter F.No.2-9/557/2013-NOC/NMA dated 18.03.2014. NMA has granted permission for construction of G+3 floors with total height of 15 mtrs (in the 100-200 mtrs zone) and G+8 floors with total height of 30 mtrs beyond 200 mtrs zone from Qila Rai Pithora (Ref - Annexure-9).

- A part of this land plot has been utilized for the construction of a part of underground metro station. Any construction activity will be restricted above this portion of underground metro station. This zone is marked as “C” in the layout plan.
- A DJB pipeline as shown in drawing is also running along a part of boundary of this plot. This pipeline was shifted by DJB through this plot during construction of Malviya Nagar underground station. Hence, developer will be required to leave sufficient offset from this DJB pipeline until the pipeline is shifted by DJB. The onus of getting this pipeline shifted will solely be on developer. Area covered by DJB pipeline is marked as “D” in the layout plan.

1.1.6 An indicative sketch of the site is as below:



1.1.7 Through this tender, it is envisaged to transfer sub-lease rights to a selected developer for a period of 50 years from the commencement date to utilise the site for property development making use of available ground coverage and FAR as permitted under MPD 2021. The successful bidder shall plan the layout for DMRC approval as per Section – 4 of this document.



## **SECTION 2**

### **NOTICE INVITING BIDS**

## 2.0 NOTICE INVITING BIDS

### CONTRACT CPD-26

2.1 DMRC invites sealed Bids from suitable participants who may be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture/Consortium under an existing agreement (the “**Bidders**”, which expression shall, unless repugnant to the context, include the members of the Consortium) for selection of Lessee(s) to grant rights under the Lease Agreement for the property development of the Leased Site.

The Project Site is proposed to be given on lease basis through this bidding process on “**as is where is basis**” for **50 (Fifty)** years from commencement date. The site is demarcated in the plans placed as Annexure – 6 of this document, as per details below:

| Plot Location  | Area (Sqm.) |
|--|-------------|
| Malviya Nagar (Integrated plot with Malviya Nagar Metro Station) | 12219 Sqm   |

#### 2.2 Deemed Knowledge and Disclaimer:-

2.2.1 DMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the Project Site to examine its precincts and the surroundings at the Bidder’s own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

2.2.2 The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc. existing in the Site and shall not claim for any change on the Project Site after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that DMRC has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.

2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets

regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.

### 2.3 Salient features of Bidding Process:

- a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder to transfer rights under the Lease Agreement for the Site.
- b) The details of bidding process are provided in Section 3.
- c) Schedule of bidding process for RFP :

|  |   |
|--|---|
| Start of sale of RFP Document to Bidders                                   | From 24.02.2016 to 04.04.2016 (upto 11:00 hrs.) on e-tendering website<br><a href="http://www.tenderwizard.com/DMRC">www.tenderwizard.com/DMRC</a>  |
| Cost of RFP Bid Document (Non-refundable)                                  | Rs. 21,000/- (Rupees twenty one thousand only) including 5% DVAT.<br><b>Non-Refundable.</b><br>(Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.)<br>Cost of tender documents i.e, D.D./Banker's cheque, in original, shall be accepted only upto 15:00 hours on 04.04.2016 in the office of Executive Director/Contracts at below mentioned address. |
| Validity of Tender Security in case of BG/FDR                              | 29.11.2016  |
| Pre-Bid Conference   | 08.03.2016 @ 11:00 Hrs.   |
| Last date of receiving queries   | 09.03.2016 (Queries from bidders after due date shall not be acknowledged)  |
| DMRC's response to queries by  | 16.03.2016  |
| Date & Time of Submission of RFP Bids online<br><b>(Proposal Due Date)</b> | 04.04.2016 upto 15:00 Hrs.  |
| Date & Time of Opening of RFP Bids online                                  | 04.04.2016 @ 15:05 Hrs.   |

|  |  |
|--|--|
| Authority and place for submission of RFP Bid Document cost and seeking clarifications | <b>Executive Director/Contracts,</b><br>Delhi Metro Rail Corporation,<br>5 <sup>th</sup> floor, A-Wing, Metro Bhawan,<br>Fire Brigade Lane, Barakhamba Road,<br>New Delhi –110 001 |
|--|--|

- d) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

| <b>Stage of Activity</b>                          | <b>Time Period</b>   |
|---|--|
| Payment of Upfront Lease Fee and                  | 25% Within 30 days of issue of Letter of Acceptance and remaining 75% within 90 days from the date of issue of LOA.  |
| Performance Security to DMRC.                     | Within 30 days of issue of Letter of Acceptance  |
| Signing of Lease Agreement                        | Within 7 days after payment of Upfront Lease Fee and Performance Security.   |
| Payment of Annual Lease Fee to DMRC by Developer. | Within 7 days after end of moratorium period. Delay in payment of advance Lease fee shall attract interest @ 20 % per annum on outstanding balance on due date |

- e) Payment schedule in case of payment of the Upfront Lease Fee in two installments:
- Upfront payment of 25% of the Upfront Lease Fee within 30 days of the issuance of LOA-
  - 75% of the Upfront Lease Fee within 90 days from the date of issue of LOA.

**SECTION 3**  
**REGULATION OF BIDS**  
**AND**  
**LEASE AGREEMENT**

### **3.1 GENERAL**

- 3.1.1 DMRC invites Bids from eligible Bidders in terms of eligibility criteria as specified in this document for granting right on the subject site for property development including right to construct, operate, manage and maintain the subject land along with construction of building.
- 3.1.2 The information submitted in the RFP document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this RFP document.
- 3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this RFP document, the site shall be offered to the Selected Bidder on the basis of the Lease Fee quoted by the Selected Bidder.
- 3.1.4 The intending Bidder must read the terms and conditions carefully.
- 3.1.5 Information and instructions for bidders posted on website shall form part of tender documents.
- 3.1.6 The Request for Proposal Document (RFP Document) can be seen and downloaded from website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). RFP document can only be obtained online after registration on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). For further information in this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-23417910.
- 3.1.7 RFP Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated under **Clause 3.15** of RFP Document.
- 3.1.8 Those bidders who are not registered on the website mentioned above shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process' as per details available on the website.
- 3.1.9 The authorized signatory of intending bidder as per Power of Attorney (POA) must have valid *class-III* digital signature. The complete RFP Document shall only be uploaded using Class-III digital signature of the authorized signatory.
- 3.1.10 On opening date, the bidder can login and see the tender opening process. After opening of tenders they will receive the competitor bid sheets.
- 3.1.11 Bidder can upload documents in the form of JPG format and PDF format.
- 3.1.12 Bidder must ensure to quote in the financial proposal.

3.1.13 Each Bidder shall submit only one bid. If a Bidder submits more than one bid, all the tenders in which he has participated shall be considered invalid.

### 3.2 Downloaded RFP Documents:

3.2.1 The complete bid document can be downloaded from the website of DMRC i.e. [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and a non-refundable fee Rs. 21,000/- (inclusive of 5% of DVAT) towards the cost of the Bid document shall be submitted upto the date and time specified in NIT in the office of Executive Director / Contracts, failing which the Bid shall be rejected outrightly. No tampering, alteration or changing of the contents of the Bid documents is permissible. The DMRC shall not be responsible for any printing error while downloading the documents.

### 3.3 Queries in RFP and Amendments

3.3.1 Bidders may upload their queries, if any, on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) not later than the date specified under the bid schedule of Section-II of RFP. DMRC shall endeavor 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, however, no queries received after prescribed date shall be entertained by the DMRC.

3.3.2 At any time prior to the Proposal Due Date, the DMRC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of an addendum. This shall be uploaded on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and shall be binding upon all the bidders.

3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the DMRC may, at its discretion, extend the Proposal Due Date.

3.3.4 The Response to queries/ addendums (if any) will be uploaded on [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and the Bidders are advised to keep a regular check on the website for any such updates.

### 3.4 PRE-BID MEETING

a. DMRC shall conduct a pre-bid meeting on the date and location specified under the schedule of bidding process in **para 2.3 C** of bid schedule of Section-2 of this RFP document for the purpose of providing clarification and answering the queries of the prospective Bidders.

b. The bidder is requested to submit any question in writing or by facsimile, to reach the Employer DMRC not later than the last date of seeking clarification as mentioned in key details of NIT.

c. The text of the questions raised by all the bidder and the responses given will be transmitted without delay to all purchasers of the Tender Documents. Any modification of the Tender Documents which may become necessary as a result of the Pre-Tender

meeting shall be made by the Employer DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.

3.4.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Bidder.

### 3.5 **ELIGIBILITY CRITERIA**

The Bidder shall meet the following minimum Eligibility Criteria (the “**Eligibility Criteria**”):

3.5.1 A Bidder must be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture or a Consortium under an existing agreement and further subject to compliance with applicable laws, policies and guidelines of the Government of India.

In case the Selected Bidder is a Consortium, such Consortium shall be required to incorporate a company under Companies Act, 2013 which shall be a special purpose company (“**SPC**”) within 30 days of issuance of the LOA and the SPC shall enter into Lease Agreement with DMRC for implementation of the Project. The members of Consortium shall be required to maintain 100% of the equity of the SPC throughout the subsistence of the Lease Agreement. In case company is not incorporated within 30 days of issuance of LOA, then the LOA will stand cancelled and the amount deposited by the selected bidders (i.e. Tender Security, Performance Security, Upfront Lease Fee etc.) shall be forfeited.

#### 3.5.2 **i) Technical Capability**

The Bidder (as a developer / contractor / owner) should have successfully completed in last 10 years preceding the bid opening date, commercial / property development project/s equivalent to either:

- a. One similar project having built up area not less than 80% of 12219 Sqm Built Up Area., **or**
- b. Two similar projects each having built up area not less than 50% of the 12219 Sqm Built Up Area,**or**
- c. Three similar projects each having built up area not less than 40% of 12219 Sqm Built Up Area.

Provided further that:

- the commercial / property development project/s being treated as completed when it is ready for occupation and the same is certified as such by an Architect / statutory auditor / or the Chartered Engineer as the case may be.
- Bidders shall submit their technical eligibility in the specified Bid Form (link Form) for technical eligibility duly certified by an architect and the statutory auditor or the chartered Engineer as the case may be.

#### ii) **Financial Capability:**



A Bidder should have a minimum net worth of **Rs 66,35,00,000/- (Rupees Sixty Six Crores Thirty Five Lacs Only)** in FY 2014-15. In Case of JV- Net worth will be based on the percentage participation of each Member.

Example:

Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be

$$= \frac{AM+BN}{100}$$

The minimum average annual turnover of a Bidder should **Rs 66,35,00,000/- (Rupees Sixty Six Crore Thirty Five Lacs only)** for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year 2012-13. The average annual turnover of JV will be based on percentage participation of each member.

Example:

Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$= \frac{AM+BN}{100}$$

Notes :

Financial data for latest last three audited financial years has to be submitted by the bidder in Annexure-3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '3' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

### **3.5.3 EXPLANATIONS FOR THE PURPOSE OF TECHNICAL QUALIFICATION**

For counting the experience to assess technical capability of the bidder the development done by him up to Proposed Due Date (PDD) will only be counted. For details, refer to Annexure 2.

3.5.3.1 For the purpose of this tender, Net Worth will be calculated as follows:

- (i) In case of a Company, Net worth = (Paid up Share Capital) + (Reserves and Surpluses) - (Revaluation of Reserves) - (Intangible Assets, Miscellaneous expenditure to the extent not written off, Accumulated Losses).
- (ii) Any other asset/liability appearing in the Balance sheet and contingent liabilities affecting the Net worth shall be computed by DMRC to compute the net worth.
- (iii) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm.
- (iv) If an Individual Investor or Partnership Firm or Group / Associated Companies are proposing to invest in the project company, then such investors shall be approved to the satisfaction of DMRC.

- (v) Individual Net worth statement certified by a Chartered Accountant and in the case of companies, by the statutory auditor shall be required at an appropriate stage for the purpose of calculating the net-worth of investors for the project company to demonstrate their financial capabilities.

3.5.3.2 The Bidder shall submit the audited annual reports of last three years i.e. 2012-13, 2013-14 and 2014-15 as per Annexure 3. the last 3 (three) years. In case of a Consortium, the audited annual reports of each relevant member of the consortium for last three years shall be submitted. If audited annual report for 2014-15 is not yet ready then the bidders is required to submit reports for 2011-12, 2012-13, 2013-14 alongwith an affidavit certifying that balance sheet for 2014-15 has not been audited so far.

#### 3.5.4 ELIGIBILITY FOR A CONSORTIUM

In case the Bidder is a Consortium, the eligibility of Consortium will be judged only considering the Members holding equity 26% or more. Further, the Lead Member of the Consortium must have a minimum of 51% of the Financial Eligibility specified in sub-para 3.5.2 and sub-para 3.5.3 above.

For the purpose of evaluation of the Consortium, each member's contribution towards the turnover and net worth of the Consortium shall be considered in the same ratio of their equity participation in the Consortium. Financial eligibility of lead member and one member having at least 26% equity shall be considered for evaluation of Financial eligibility.

**3.5.5** Any Central / State government department or public sector undertaking must not have banned business with the tenderer (any member in case of JV) as on the date of tender submission. Also no work of the tenderer must have been rescinded by DMRC after award of contract during last 5 years due to non-performance of the tenderer. The tenderer should submit undertaking to this effect in Form of Tender.

**3.5.6** A firm, who has downloaded the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium.

#### 3.5.7 NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM

- a. Lead partner must have a minimum of 51% participation in the JV/Consortium.
- b. Partners having less than **26 % participation will be termed as non-substantial partner and will not be considered for evaluation which means that their Technical and** financial soundness shall not be considered for evaluation of JV/Consortium.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

### **3.6 BID BY A CONSORTIUM OF FIRMS**

Bids submitted by the Consortium must comply with the following requirements:

3.6.1 The number of members shall not exceed three (3).

3.6.2 The members of Consortium should have entered into a Memorandum of Association ("MOA") (as per Annexure 7) between themselves. One of the members of Consortium, holding at least **51%** of the equity / ownership stake shall be authorized and nominated as the 'Lead member' ("Lead Member") to act and represent all the members of the Consortium for bidding and implementation of the Project. A copy of this MOA shall be enclosed with the Bid.

#### **Formation of SPC**

3.6.3 The Lead Member shall hold not less than **51%** (fifty one per cent) of the equity of the SPC during the subsistence of the Lease Agreement and that each member of the Consortium whose technical and financial capacity was evaluated for the purposes of award of the Project shall hold at least **26%** (twenty six per cent) of such Equity during the subsistence of the Lease Agreement. Replacement of the Lead Member shall not be allowed at any time during the subsistence of the Lease Agreement.

3.6.4 A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the same site / site, all Bids of which it is a part shall be summarily rejected.

3.6.5 All members of the Consortium shall be jointly and severally liable for the execution of the Project during Lease Period in accordance with the terms of the Lease Agreement.

3.6.6 RFP submitted by a firm or Consortium must comply with the following requirements:

- The RFP shall include all the information required for each member of Consortium separately.
- The covering letter ( Letter of application as per Annexure-1 of Section 5) must be signed by the Lead Member only in the prescribed format.
- The members of Consortium must clearly spell out their respective roles in the Consortium in the prescribed format only.

3.6.7 If the Selected Bidder is a Consortium, the Agreement shall be signed with the SPC incorporated by such Consortium, however, all members of the Consortium shall be liable jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.

### **3.7 Change in Composition and Equity Participation of the Consortium**

3.7.1 After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid which affects the minimum shareholding requirement of members of the Consortium to decline below the required percentage as provided under Clause 3.6.3 hereinabove till the completion of the Lease Period.

3.7.2 Any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the Lease Period, within the prescribed limits as mentioned in Clause 3.6.3, shall require prior written approval of DMRC. As and when the SPC is created and entrusted with the task of implementing the Project, the constitutional documents of the SPC and the Board Resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to DMRC.

### **3.8 Conflict of interest**

**3.8.1** A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, DMRC shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to DMRC for, *inter alia*, the time, cost and effort of the DMRC, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the DMRC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- i) a constituent of Bidder is also a constituent of another Bidder; or
- ii) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iii) Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or
- v) such Bidder or any Associate thereof has participated as a consultant to DMRC in the preparation of any documents design or technical specifications of the Project.

**3.8.2** Notwithstanding anything stated herein a Conflict of Interest situation arising at the pre qualification stage will be considered to subsist only, as between such Bidders attracting Conflict of Interest provisions on account of shareholdings, who submit Bids under this document.

#### ***Explanation:***

In case a Bidder is a Consortium, then the term Bidder as used shall include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the Bidder/ members of Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ member of Consortium (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a

company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

### **3.9 LANGUAGE AND CURRENCY**

3.9.1 The Bid and all the related correspondence and documents shall be written in English language only.

3.9.2 The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

### **3.10 Tender Security (EMD)**

3.10.1 The bidder shall submit a Tender Security for **Rs.1,33,00,000/- (Rupees One Crore Thirty Three Lacs Only)** in any one of the following forms in the office of the Executive Director/Contracts before the dead line of tender submission as specified in NIT:

- (a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in **Annexure-10** of Section V of tender documents.
- (b) Demand Draft / Pay Order / Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial bank based in India,
- (c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

In case of joint venture/Consortium, Bank Guarantee or FDR for tender security shall be in the name of joint venture/Consortium and not in name of individual members. The Tender Security shall remain valid upto to date as specified in NIT under schedule of bidding process clause **2.3(c)**. The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for **Contract CPD-26 "Property Development at Integrated plot of Malviya Nagar MRTS Station"**."

3.10.2 Any Tender not having an acceptable Tender Security shall be rejected by the DMRC considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.

3.10.3 The Tender Security of the successful bidder shall be returned upon the execution of the Contract and the receipt by the DMRC of the Security Deposit in accordance with Clause 3.11 below.

3.10.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful bidder.

3.10.5 The Tender Security shall be forfeited:

- a) if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period;
- b) if the Selected Bidder fails to make the payments (as per **Clause 4.9**) within the time specified in this RFP, or any extension thereof granted by DMRC;
- c) if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the Employer
- d) if the bidder does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP.

### 3.11 SECURITY DEPOSIT

3.11.1 The Lessee shall submit an interest free Security Deposit to the DMRC **for a sum equivalent to one hundred percent of first year's Lease Fee** (i.e. Lease fee + maintenance fee if any + utility area if any) as per **Clause 4.9**, for the said Leased Space(s) with a validity of three years. Further, security deposit shall also be submitted for advance lease fee of additional area. This Security Deposit shall be submitted within 30 days of issue of the LOA. The Security Deposit shall be in the form of Bank Guarantee / Demand Draft / Pay Order in favour of "Delhi Metro Rail Corporation Ltd.", drawn on any scheduled commercial bank (except regional, rural & local area bank) acceptable to DMRC and payable at New Delhi. The Bank Guarantee for Security Deposit shall be renewed after every three years for a sum equivalent to one year's recurring fee (lease fee + maintenance if any + utility area if any) of applicable Lease Fee for that year (i.e. Lease fee + maintenance fee if any) with a validity of three years.

3.11.2 The said Security Deposit will be kept valid on a rolling basis till the end of the Lease Period & final settlement of accounts which shall be kept valid for a period of 6 months beyond the lease period or final settlement whichever is earlier.

3.11.3 The Security Deposit would however be forfeited in case of any 'Event of Default' as described in the Draft Lease Agreement and/or in accordance with terms specified elsewhere in the Bid Document.

### 3.12 PROPOSAL PREPARATION COST

The Bidder shall be solely responsible for all the costs associated with the preparation of its Bid and its participation in the bidding process, including all types of due diligence that may be required for the process. The DMRC shall not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

### 3.13 VALIDITY OF OFFER

- 3.13.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Bid Due Date (“Proposal Validity Period” or “Bid Validity Period”). DMRC reserves the right to reject any Bid that does not meet its requirement. DMRC may however request the Bidders to extend the validity of their Bids for a specified additional period.
- 3.13.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its EMD for the relevant period of extension.
- 3.13.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Lease Agreement.

### 3.14 PREPARATION AND SUBMISSION OF PROPOSAL

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure in **Section 5**.

- 3.14.1. The completed Bids shall be accepted only up to the date and time as specified in under the bid schedule of Section-2 of this RFP document. Bids have to be submitted online on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).

DMRC, at its sole discretion, retains the right, but is not obligated to extend the Bid Due Date, by issuing an addendum to those Bidders who have purchased the Bid document from the office of the DMRC and by also placing the same on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC).

- 3.14.2 The Bidders shall furnish the information strictly as per the formats given in **Section 5** of this document without any ambiguity. The DMRC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.
- 3.14.3 In case of a Consortium, wherever required, the Bid must contain such information individually for each member of the Consortium.
- 3.14.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Bid for the Project, The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage of the Project. The MOA should also clearly indicate that all the Consortium Members shall be jointly & severally responsible for execution of the Project & subsequent operationalization of the Lease Agreement during entire Lease Period.
- 3.14.5 All Proposals/Bids shall be signed by the duly ‘Authorized Signatory’ of the Bidder. In case of a Consortium, the proposal shall be signed by the duly Authorized Signatory of the Lead Member. The Bidders shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney and such POA shall be signed by all members of the Consortium and shall be legally binding on all of them.

3.14.6 The Proposal shall be initialed on each page by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

3.14.7 All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.

3.14.8 Bidders are required to submit only one set of the Bids, including the Original RFP issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.

3.14.9 Any firm, which submits or participates in more than one Bid for the said Project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a Member.

### **3.15 SUBMISSION OF BIDS**

3.15.1 The RFP Document cost and tender security shall be submitted to the office of the Executive Director/Contracts as specified in bid document.

3.15.2 The technical package/qualification documents shall be uploaded online on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC) and shall contain the following:

- Letter of Application and Interest (As per Annexure 1)
- General Information of the Bidder (As per Annexure 2) along with Memorandum of Association and Article of Association (For all members in case of JV/Consortium).
- Summary of Financial Capability (As per Annexure 3)
- Memorandum of Agreement (MOA) in case of a Consortium (As per Annexure 7) Attested (by Distt. Magistrate / Gazetted officer) copy of the Partnership Deed in case of a Partnership.
- Power of Attorney for Signing of the Application (As per Annexure 8)
- Affidavit (As per Annexure 5)
- A declaration (As per Annexure-12) stating that the tender document/addendums/clarifications, if any, placed upto the date of opening of bids on the e-tendering portal [[www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC)] have been downloaded and considered in our tender submission and confirming their unconditional acceptance to all the terms and conditions.

3.15.3 The Financial Proposal (as per Annexure 4) shall be uploaded online on the website [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). The rates shall be quoted in the excel file provided in the bid documents. The tenderer shall download the excel file and after quoting their rates upload the same accordingly. **The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.**



3.15.4 Tender cost and EMD received after proposal Due Date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

3.15.5 DMRC will not be responsible for delay, loss or non receipt of 'Tender Security' (EMD) and 'Cost of Tender Document' (Tender Cost) sent by post / courier

### **3.16 BIDDER'S RESPONSIBILITY**

3.16.1 It would be deemed that prior to the submission of the Bid; the Bidder has made a complete and careful examination of:

- a) The requirements and other information set forth in this RFP document.
- b) The various aspects of the Project including, but not limited to the following:
  - (i) The site, existing facilities, encumbrances within the sites and structures, the access to the roads and the utilities;
  - (ii) All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the Project.
- c) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder.
- d) Bidder shall visit the Project Site at its own cost before submitting the Bid.

3.16.2 The DMRC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this RFP document shall be rejected as non responsive.

### **3.17 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

3.17.1 No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.

3.17.2 Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the EMD.

### **3.18 OPENING OF BIDS**

3.18.1 The Technical Package of all bidders who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of bidders who choose to attend on date & time as mentioned in tender document in the office of the Executive Director/Contracts, DMRC, 5<sup>th</sup> Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001. Bidders may visit DMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Bidders can also see the Technical Sheets (check-list) of other bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.

- 3.18.1(a) On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted. .
- 3.18.1(b) If the documents do not meet the requirements of DMRC, a note will be recorded accordingly by the Tender Opening Authority.
- 3.18.1(c) The bidders name, details of the tender security and such other details as the DMRC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- 3.18.1(d) The digitally signed financial package which bidder have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant to the tender conditions will be opened. The time of opening of financial package shall be informed through website only. Bidders can visit to DMRC e-procurement website for further information.

3.18.2 The DMRC reserves the right to reject any Proposal and forfeit the EMD, if

- a) It is not signed, sealed and marked as stipulated in **Clause 3.16**.
- b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
- c) There are inconsistencies between the Proposal and the supporting documents.
- d) It does not mention the validity period as set out in Clause 3.13.
- e) It provides the information with material deviations, which may affect the scope or performance of the Project.
- f) There are conditions proposed with the Technical and/or Financial Proposals.

3.18.3 A material deviation or reservation is one:

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the RFP document, the DMRC's rights or the Bidder's obligations, or
- c) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive Bids.
- d) No request for modification or withdrawal shall be entertained by the DMRC in respect of such Proposals.

### **3.19 RESPONSIVENESS OF BIDS**

3.19.1 Before evaluation of Bids, DMRC will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:-

- i) it is received by the deadline for submission of Bid/Proposal;

- ii) It contains information complete in all respect as required in the Bid Documents(in the formats specified);
- iii) it is signed, sealed and marked as stipulated;
- iv) it is accompanied by receipt of Bid Document Fee;
- v) it is accompanied by the EMD/ Bid Security;
- vi) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;
- vii) The document is accompanied by the Checklist as prescribed.

3.19.2 If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of DMRC on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is non responsive may be rejected.

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

3.19.4 No Bidder shall however have the right to (i) give any clarification unless asked for by DMRC, in any manner whatsoever, with respect to the bidding process, or (ii) intervene in any manner whatsoever, in the bidding process.

### **3.20 EVALUATION OF BIDS**

The Bids of the Bidders shall be evaluated in two stages. "Tender Security" and "Technical Qualification" will first be evaluated which will cover following items:

**3.20.1** First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form as stated in Clause 3.10 above. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause 3.5, 3.6, 3.8, 3.13, 3.18 and 3.19 above.

**3.20.2** Bids not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by DMRC and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**3.20.3** If any tender is rejected, pursuant to paragraph 3.20.2 above, the Financial Package of such bidder shall not be opened.

**3.20.4** The decision of DMRC as to which of the tenders are not substantially responsive shall be final.

**3.20.5** In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such bidder shall not be opened.

**3.20.6 Evaluation of Financial Proposals:**

All technically acceptable tenders will be eligible for opening of their financial proposals. DMRC shall notify all technically qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened online in front of attending Bidders.

DMRC will evaluate and compare the Bids previously determined to be eligible and responsive. If there is a discrepancy between words and figures, the amount in words shall prevail and shall be binding on the Bidder. Bidders shall note that in case of difference between the calculations submitted by the Bidder and the calculations computed by DMRC (if any), the calculations computed by DMRC shall prevail.

The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder's capability, concept plan and the business proposal in this regard to DMRC. DMRC may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the Lease Fee quoted by such Bidder or the manner of its payment and also should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

**3.20.7** The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid shall be rejected & the EMD shall be forfeited.

**3.20.8** The Bidder found eligible and quoting the highest amount as **Lease Fee** in its Proposal shall normally be declared as the Selected Bidder for the Project.

**3.20.9** In the event of two or more technically qualified Bidders quoting same amount in financial proposal for the Project, DMRC may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.

**3.20.10** However, the confirmation of the highest Bid shall be at the sole discretion of the DMRC who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.

**3.20.11** Further, in the event of the highest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), DMRC without being under any obligations to do so, may, at its sole discretion, either invite the next higher Bidder to revalidate and/ or extend its EMD, as necessary and also match the

Bid of the aforesaid highest Bidder for the Project or annul the bidding process as deemed appropriate by DMRC in its sole discretion.

### **3.21 RIGHT TO REJECT BIDS**

3.21.1 The DMRC reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Project. The discretion of the competent authority of DMRC in this respect shall be final and binding on all the Bidders.

3.21.2 The DMRC reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the DMRC.

3.21.3 The Bidder hereby voluntarily and unequivocally agrees that DMRC shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from DMRC.

### **3.22 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS**

3.22.1 If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by DMRC. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. In such an event, the Bidder shall not be entitled to any compensation whatsoever, or refund of any amount/s deposited / paid by it..

### **3.23 DISPUTES**

3.23.1 All disputes between the selected Bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the draft Lease Agreement. During the bidding process, no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

3.23.2 The Courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this RFP document.

### **3.24 CONFIDENTIALITY**

3.24.1 The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. DMRC will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material treat it in confidence. DMRC will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

### **3.25 ACCEPTANCE OF THE OFFER**

3.25.1 After the Bids are accepted by the competent authority of DMRC, the LOA shall be issued to the Selected Bidder.

### **3.26 EXECUTION OF LEASE AGREEMENT**

3.26.1 The Selected Bidder shall be required to pay the Upfront Lease Fee (Service Taxes extra) as per prescribed scheduled and deposit the requisite Performance Security to the DMRC within 30 days of issue of the LOA.

3.26.2 The Lease Agreement shall be executed within a period of 7 days from the payment of Upfront Lease Fee & Performance Security by the Selected Bidder to the DMRC which shall be the Commencement Date of the Project. Prior to signing of the Lease Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the DMRC. Also, joint measurement of the land shall be made by DMRC and authorized representative of selected bidder before signing of the Lease agreement. The actual area calculated will be incorporated in the agreement and Upfront Lease Fee will be adjusted accordingly.

3.26.3 The access to the Leased land shall be granted to the Selected Bidder only upon execution of the Lease Agreement.

3.26.4 The responsibility for registration of lease agreement shall vest with the selected bidders. The **cost of stamp duty** for execution of the Lease Agreement, the registration charges and any other related documentation charges and the incidental charges will be borne by the Selected Bidder.

3.26.5 In case of failure to sign the Lease Agreement within the stipulated time, the DMRC shall retain the right to cancel the LOA and forfeit the Bidder's EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.

3.26.6 The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and DMRC shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the EMD and any other amount deposited till that time as 'Damages'.

### **3.27 UNSUCCESSFUL BIDDERS**

The Tender Security received from the Bidders who are not selected shall be returned by DMRC within 30 (Thirty) days of the declaration of the Selected Bidder. The EMD/ bid security shall be returned without payment of any interest.

## SECTION 4 GENERAL CONDITIONS OF LEASE AGREEMENT

### 4.1 Leased Site

- 4.1.1 After signing of LOA and execution of Lease Agreement, the Selected Bidder shall be granted access to the subject land to construct, operate, manage and maintain the subject land as mentioned in Clause 2.1 of this RFP and as detailed in Annexure – 6 of this RFP document.
- 4.1.2 Areas indicated in Clause 2.1 above and Annexure 6 hereto, are approximate. Actual area shall be measured jointly at the time of providing access to the Leased Site(s) / subject land and in case there is any variation in the area, the Upfront Lease Fee shall be adjusted on pro-rata basis.
- 4.1.3 In case any additional FAR over and above the existing FAR (**the ‘Additional Area’**) is available in future, the Additional Area may be allotted to the Lessee at the sole discretion of DMRC on the request made by the Lessee upon payment of additional Upfront Lease Fees (**at applicable rate at that time by increasing @20% every three year as done in the case of recurring payment**) and the Annual Lease rate of Lease Fee on the date of such request made by the Lessee on pro rata basis. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. All cost associated with the additional FAR including but not limiting to the FAR conversion charge will be borne by Lessee.

### 4.1.4 Additional FAR through possible implementation of TOD Norms:

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m – 200m from Rai Pithora Qila.

However, in future, if any, advantage of increased FAR area due to TOD may be availed as “Additional Area” per clause 4.1.3 of this document.

### 4.2 Period of ‘Lease’

- 4.2.1 The access to the Site shall be granted to the Selected Bidder immediately from the date of execution of the Lease Agreement (commencement date) which shall be executed within a period of 7 days from the payment of Upfront Lease Fee & Performance Security by the Selected Bidder to the DMRC (hereinafter referred to as “Commencement Date”).
- 4.2.2 The Lease granted under the Lease Agreement shall be valid for a period of 50 (Fifty) years from the Commencement Date or earlier if the lease Agreement is terminated by the DMRC at its sole discretion. The Selected Bidder shall be obliged to pay the Lease Fee and all other payments as per the terms of the RFP and Lease Agreement during and for the period of lease

### **4.3 Moratorium Period**

4.3.1 For carrying out the construction works etc. the successful bidder would be permitted a Lease Rent Fee free period upto **3 years** from the date of signing of the Lease Agreement (hereinafter referred to as “**Moratorium Period**”).

### **4.4 Right to Sub-Lease**

4.4.1 The Lessee (considering Bidder as lessee) shall be entitled to sub-Lease the built up site to any person or entity (the “Sub-Lessee”), only after adding the necessary structures and utility services. Further licensing by a Sub- Lessee to sub-sub-lessee shall be permitted. Further licensing by a sub-sub-Lessee shall **not** be permitted.

4.4.2 The sub-Lease shall however be for the use of the Site, during the subsistence of the Leased Period only with a clear stipulation that all such sub-Lease granted shall terminate simultaneously with the termination of the Lease Agreement, including on sooner determination of the Lease Period for any reason whatsoever. All contracts, agreements or arrangements with Sub-Lessee shall specifically stipulate this covenant of termination of the rights of the Sub-Lessee, and further that such Sub-Lessee shall not have any claim or seek any compensation from DMRC for such termination.

4.4.3 The Lessee shall prepare a draft standard format of the sub-Lease agreement, which will be required to be signed by the Sub-Lessee for use of the subject Site. Prior written approval of DMRC shall be obtained by the Lessee in respect of such standard draft. DMRC may specify certain covenants to be incorporated in the sub-Lease agreement to protect its interests. Only after such covenants are incorporated in the sub-Lease agreement, the Lessee will be entitled to enter into Sub-Lease agreement and shall be required to submit copies of each such Leases to DMRC for verification and record. In case of any deviation from the above-mentioned standard draft sub-Lease agreements, the Lessee shall obtain the prior written consent and approval of the DMRC before entering into an agreement with a Sub-Lessee. DMRC reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained in this regard.

4.4.4 At any point of time, the Lessee shall not enter or cause any of its Sub- Lessee to enter into any sub-Lease agreement with any person or entity for transfer of its rights which would adversely affect the interests of DMRC or is not available to the Developer in the first place. Any such act of the Developer or Sub-Lessee shall render the Lease Agreement liable for termination at the sole cost and expense of the Lessee.

### **4.5 End of the Lease Period**

4.5.1 At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights given under the Lease Agreement shall cease to have effect including its rights over the subject Site and the entire facility thereof shall transfer back to DMRC, at nil value. The Lease Agreement does not create any property rights in favour of the Lessee and the property at all times belongs to DMRC. All the furniture and fixtures and other assets permanently attached to the Project Facility shall revert to DMRC without any obligation on DMRC to pay or adjust any consideration or other payment to



the Lessee. DMRC at its own discretion may allow the sub- Lessee / tenant(s) / end user(s) to continue on mutually negotiable terms and conditions.

4.5.2 For the purpose of clarification, at the end of the Lease Period, on any ground whatsoever, the DMRC shall have the absolute right to run the Project Site on its own, or re-lease or lease it to any third party or to manage it in any other manner as it may deem fit in its sole discretion.

#### **4.6 Approvals from DMRC**

4.6.1 All communication in all matters regarding the approvals related to the subject Site shall be forwarded to the nodal officer as appointed by the DMRC. The nodal officer shall act as a single window for the Lessee and shall be responsible for all the matters related to the subject Site.

4.6.2 The Lessee shall forward all requests, such as approval of plans etc. related to the Leased Site(s) to the nodal officer. Such requests, if completed in all manners, may be approved / rejected / processed / amended (in case other organizations are involved for approvals such as DFS, DDA etc) by the DMRC within 30 days of the receipt of the request.

4.6.3 The nodal officer for this Bid will be the Chief Engineer (Property Development), DMRC or any other successor officer nominated by DMRC in this regard.

#### **4.7 STATUTORY CLEARANCES**

4.7.1 The Lessee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor site. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the Lessee. The Lessee shall also ensure that the proposed property development is neither an impediment for smooth flow of traffic nor a safety hazard for the station structure and for commuters. The Lessee shall also ensure that all station utilities and facilities falling within the subject Site, if any, will be kept accessible and the Lessee shall not interfere or tamper with those installations at any time.

4.7.2 Notwithstanding anything mentioned above, the Lessee is required to adhere to the provisions of the prevailing master plan and the building bye-laws of the authorities having jurisdiction over the Project Site for the development works to be undertaken.

4.7.3 Lessee will submit the plans and drawings to DMRC for clearance so as to enable them to submit these plans further to other statutory bodies for approvals.

4.7.4 The Lessee shall obtain all clearances and sanctions as required from the competent authorities for building sub-plans, utilities, fire fighting, etc. It is to be clearly understood that all such clearances are to be obtained by the Lessee and the DMRC may only provide assistance wherever possible without any obligation. However, requisite approvals from local authorities will be required to be taken by Lessee.

4.7.5 Procuring all the permissions/ licenses etc. required from the statutory/ regulatory/ civic authorities concerned, to be able to use the Leased Site(s) for desired commercial purposes/ business, will be sole responsibility of the Lessee. DMRC shall not be responsible for any such procurement and shall not entertain any claims in this regard.

4.7.6 The Lessee shall make fire-fighting arrangements of his own for the entire site. Such fire-fighting arrangements should conform to the National Building Code, Delhi Building Bye-laws and Delhi Fire Safety (Fire Prevention) Rules throughout the concession period.

4.7.7 If during the Lease period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Lessee/ developer and DMRC shall not be liable for any such claims. The Lessee / developer would be responsible for the payments arising out of any third party claims. The developer is advised to procure insurance for meeting such liabilities at his own cost.

4.7.8 The Lessee shall at all times adhere to all provisions of the Delhi Metro Railway (Operation And Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by DMRC in this regard.

#### **4.8 ASSIGNABILITY & ENCUMBRANCES**

4.8.1 Except for sub- leasing the use of the Leased Site(s) as per the terms of this RFP, the Lessee shall not assign any of its rights, or interest in this Lease Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

4.8.2 The concessionaire may subject to the first and paramount charge of DMRC over the receivables from the sub-licensees and other users of the built up space and facilities, for the payment of the amounts becoming due to DMRC, create **second or further charge** over the receivables as the security to recognized Financial Institution(s)/Banks for financial assistance and funding of the Project.

4.8.3 Under no circumstance, shall the building or facilities constructed or installed at the Leased Site(s) be mortgaged, charged or otherwise 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.

4.8.4 Further, it is clarified that the Lessee will be completely responsible for any loss of life or property in case of an emergency and/or due to the non-functioning of any system, including but not limited to the fire safety system that is exclusively under scope and control of Lessee. The DMRC shall not be responsible for any loss of life and property in PD premises due to any reason including but not limited to malfunctioning of the fire system in case of any fire emergency within the Leased site.

#### **4.9 PAYMENTS TO DMRC**

4.9.1 In lieu of the rights transferred to the Lessee for the subject Site, the Lessee shall make following payments to DMRC in manner given below:

a) **Part A: Fixed Upfront Fee** ( Non Refundable and Non Negotiable) as below:

| Plot  | Total Area (Sq. m.) | Upfront Fee (Rs in Cr)*  |
|---|---------------------|--|
| Integrated Plot at Malviya Nagar MRTS station | 12219               | Rs 120 Crores (Rupees One Hundred Twenty Crore Only)<br>+ Applicable Service Tax |

The 25% of Upfront Lease Fee shall be payable within 30 days of issue of LOA and remaining 75% of lease Upfront Fee within 90 days of issue of LOA..

**b) Part B: Advance Lease Fee (as Bid Variable to be quoted by bidder)**

In addition to any outstanding dues over the Lessee, it shall make advance payments for **Lease Fee of Rs. \_\_\_\_\_** only on quarterly basis to the DMRC at the rate quoted in its Financial Bid (Refer to the format given in **Annexure 4** of Section 5) within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Advance Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The Advance Lease Fee for a specified quarter shall be worked out by multiplying the area of the Leased Space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = Area X NN<sup>1</sup> X 3).

- c) Service tax as applicable will be borne solely by the Lessee.
- d) All other statutory taxes, statutory dues, local levies, **stamp duty** as applicable shall be charged extra from the Lessee. **Property tax of the Leased area shall be paid by lessee directly to the respective authority at applicable rates.** The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.

4.9.2 The Advance Lease Fee referred to above shall be escalated @ 20% every 3 (three) year from the date of commencement. Other applicable charges such as security deposit shall be escalated @20% every 3 (three) year from the date of commencement.

The Advance Lease Fee in Clause 4.9 for the subject Site shall become payable from the day after the date of completion of the **Moratorium Period**.

4.9.3 In case of extension of the Commencement Date or Moratorium Period or both, as the case may be, for whatsoever reason, the escalation on the Advance Lease Fee and other charges, if applicable, shall be counted @ **20% every 3 year from the date of commencement**. The Lessee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.

4.9.4 Any delay in payments in the preceding Clauses shall attract penalty of interest **@20% per annum** on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by DMRC. The delays beyond 60 days of the due dates for the payment of the respective Advance Lease Fee shall be treated as 'Lessee Events of Default'. In such an eventuality the DMRC retains the right to en-cash the Performance Security and claim damages from the Developer and even terminate the Lease Agreement as mentioned in the 'Performance Security' Clause of the Draft Lease Agreement.

4.9.5 In the event of default of Lessee in making payments of Upfront Lease Fee, Advance Lease fee, taxes or any other dues towards DMRC in prescribed time, DMRC shall have the rights including but not limited to restrict the access of Lessee in leased premises and recover all dues along with interest.

#### **4.10 Extension of Date of Commencement / Moratorium Period / Lease Period**

If in event of, the progress of work being delayed by any act or neglect of DMRC or its employees or by other contractor / Lessee employed by DMRC or in executing the works on which Lessee's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Lessee's own default etc, then upon happening of any such event Lessee shall immediately bring it to the notice of DMRC within 30 days of happening of such an event and accordingly either Commencement Date or Moratorium Period or Lease Period individually or in combination may be extended suitably, as in the opinion of DMRC are reasonable having regard to the nature and period of delay and the type and quantum of works affected thereby.

Apart from above, the Lessee shall not be eligible for any other compensation for works so carried forward to the extended period of time. In addition, Lessee shall also make constantly its best endeavours to bring down or make good the delay and shall do all that may be reasonably required to the satisfaction of DMRC to proceed with the works.

Any failure or delay by DMRC to provide the Lessee possession of the Leased Site(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the DMRC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the Lease Agreement or alter the character thereof or entitle the Lessee to any damages or compensation.

Nevertheless, in the event of the delay being due to reasons being attributable to Lessee, or its failure to complete its obligations within specified time as per the Lease Agreement, for the reasons other than the reasons attributable to DMRC, Lessee shall not be entitled for any extension of date of Commencement Date or Moratorium Period or Lease Period whatsoever.

- 4.11** Operational structures existing in the area, if any, will not be disturbed by Lessee. The setbacks should be planned in such a way that the existing structures should not be disturbed till the alternative one, if any, is not commissioned.
- 4.12** The operational structures of DMRC including station building, ancillary buildings, commercial portion under occupation by DMRC's Lessee, and area under setbacks etc. will not be handed over to the Lessee at any time.
- 4.13** Lessee will provide safe access passage for station commuters at all times. Passage shall be in accordance with requirements of DMRC during the entire term of Lease Agreement.
- 4.14** Lessee shall provide unfettered access to the authorized representative of DMRC and its operation staff for the purpose of maintenance works, if applicable, inside the specified area at all times during the Lease period.
- 4.15** The Lessee will have to take statutory clearance from DMRC and other concerned government agencies for removal of existing trees, if any, from the site.
- 4.16** The Lessee shall plan the layout in such manner that it provides access to station and ancillary buildings such as ASS room, Fire sump and pump room etc all the time, as well as meets the requirement of Bye laws enacted by local bodies.
- 4.17** The Lessee will not cordon off the metro station, and fire access road from project site, by constructing any structure which restrict visibility and may cause obstruction to fire tender route / fire escape area. Lessee will also ensure visibility on the surroundings of metro station from and to the project site.
- 4.18** The shifting of the existing operational structures and utilities, if found during excavation or otherwise, on the subject site shall be done by the Lessee within 6 month period under the supervision of DMRC.
- 4.19** Lessee shall plan the layout of the property development area as per NMA clearance accorded to DMRC vide letter No. letter No. F.NO.2-9/557/2013-NOC/NMA dated 18.03.2014 for proposed property development at Malviya Nagar integrated plot ("Project Site").
- 4.20** During the construction activities the Lessee shall strictly follow the guidelines issued by DMRC and DMRC's manuals on Safety, Health and Environment and Safety, Health and Occupational Hazard on construction sites (OHSAS Manual).
- 4.21** Lessee shall ensure the quality of the work and submit Audit Report on Quality of Construction and Material before and after commencing the construction work.
- 4.22** Lessee shall design the proposed Property development building for design life of 70 years or higher.

- 4.23** Lessee shall also indemnify DMRC against any damages / claims due to any loss of life or property due to construction / operation of the property development project.
- 4.24** Lessees shall strictly adhere to the extant bye laws, rules issued by the local authority during entire lease period.
- 4.25** Lessee shall study the Traffic Impact Assessment of the project and provide the amenities / service area / parking etc. to cater the additional demand generated due to commissioning of the Project.
- 4.26** The Lessee will have to satisfy himself for business prospects, development parameters and applicable norms, and certify that he has made site visit and conversant to the site proposed for property development before undertaking the bid submission process in the subject area. No compensation, claim or damages will be entertained by DMRC in this regard. The Lessee shall develop the project facilities and thereafter operate and maintain them throughout the Lease Period. The act of granting permission to develop the Project Facility at the Site and to Lease the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Project Facility or any part thereof including any permanent fixtures, fittings, etc. installed in the structure of the Project Facility in favour of the Lessee or any Sub-Lessee.
- 4.27** The subject site at Malviya Nagar Metro Station shall be leased to the Lessee for the purpose of Property development only.
- 4.28** The Lessee must note that they would be required to follow the FAR regulations, Ground Coverage regulations, minimum parking requirement, and other statutory rules/ regulations as per the Master Plan of Delhi and other prevalent applicable regulations.
- 4.29 Planning of Project as per Transit Oriented Development (TOD) policy:**

Benefit of TOD on this plot could not be availed due to building height restriction imposed by NMA as this plot fall in the NMA regulated zone i.e. 100m – 200m from Rai Pithora Qila.

However ,in future, if any, advantage of increased FAR area due to TOD may be availed as “Additional Area” per clause 4.1.3 of this document..

**SECTION 5**

**(ANNEXURES)**

**Formats for Submission**

**Annexure 1**  
**Letter of Application**

(To be submitted and signed by the Bidder's authorized signatory)

**The Executive Director / Contracts,  
5<sup>th</sup> Floor, "A" Wing, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi 110001.**

**Sub: RFP for Property Development at Malviya Nagar MRTS Station, Delhi**

Sir,

1. Being duly authorized to represent and act for and on behalf of.....(hereinafter referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for **Property Development at 12219 Sqm (approx) plot at Malviya Nagar MRTS station, (hereinafter referred to as "Project") on Lease basis**, according to the terms & conditions provided by DMRC.
2. The Tender Security in the form of Demand Draft / Pay Order / Bank Draft / irrevocable bank guarantee / Fixed Deposit Receipt in favor of Delhi Metro Rail Corporation Ltd. have been deposited before dead line of tender submission as specified in NIT".
3. DMRC and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.
4. DMRC and its authorized representatives may contact the following persons for any further information:  
  
Name of the person (s): .....  
Address: .....  
Phone: ..... Fax: .....
5. This application is made with full understanding that:  
(a) Bids will be subject to verification of all information submitted at the time of bidding.



- (b) DMRC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
  - (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
6. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Bid. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project.
8. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission of Proposal thereof and shall not make any modifications in its terms and conditions, which are not acceptable to the DMRC and are in violation of the terms of the Bid Documents. We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
9. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DMRC. We agree that, without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the entire EMD.

Authorised signatory  
Name and seal of Bidder

Date:  
Place:

**Encl:**

- 1) The Tender Security of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and/or \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the form of Demand Draft/Pay Order/ BG bearing No. \_\_\_\_\_ drawn upon \_\_\_\_\_ (bank) dated \_\_\_\_\_.
- 2) Power Of Attorney for signing of Application Board resolution authorising the signatory (Suggested Format at Annexure 8)
- 3) Memorandum of Agreement (MOA) in case of a Consortium
- 4) Relevant Submissions as per the given Formats.

**Annexure 2**  
**BIDDER RELATED INFORMATION**

**2.1 Important Instructions:**

1. The information requested for should be strictly filled in the blank sites provided for this purpose.
2. There shall be no overwriting or corrections while filling the forms. Overwriting or corrections shall make the offer null and void

**NOTE: In case of a Bidder being a consortium, all of the consortium members are required to provide the following details-**

| Sl.    | Particulars  |   |
|--------|--|---|
| (i)    | Name of Applicant / Lead Member of consortium                                    |   |
| (ii)   | Registered under the Indian Companies Act, 1956                                  | Yes<br>(Tick whichever is applicable)<br>No |
| (iii)  | Name(s) of Promoters   | 1.<br>2.<br>3.                              |
| (iv)   | Address of the Registered Office   |   |
| (v)    | Address of the Corporate Office  |   |
| (vi)   | Particulars of the Main Business Activities as per the Memorandum of Association |   |
| (vii)  | Year of Incorporation  |   |
| (viii) | Shareholding Pattern (% of paid up share capital)                                | Promoters –                                 |
|        |  | Banks/Financial Institutions :              |
|        |  | Public :                                    |
|        |  | Others :                                    |

**ENCLOSE AS ANNEXURE 2**

- (i) Copy of registration certificate of Bidder/each member of the consortium, in case of the Bidder being a consortium.
- (ii) Memorandum of Understanding and Articles of Association of Bidder/ each member of the consortium in case of the Bidder being a consortium.

**2.2 PROJECT EXPERIENCE RELATED INFORMATION**

Statement giving details of completed **commercial / Property Development project (s)** developed by the Bidder/members of the consortium holding not less than 26% equity

during the entire life of the project satisfying the condition (in case of consortium Bidders) during the past 10 years.

**Commercial / Property Development Project #1**

**Name of Applicant/Member of the consortium:**

**Built Up Area of Commercial / Property Development Project Component (Square Meter):**

**Capital Investment (Rs. in crores):**

| <b>Section A: Commercial / Property Development Project Profile</b> |  |
|---|--|
| 1. Name of the Commercial / Property Development Project            |  |
| 2. Location of the Development (Address)                            |  |
| 3. Total Land Area (Sq. m.)   |  |
| 4. Date of Commencement   |  |
| 5. Date of Completion   |  |
| <b>Section B: Financial Information</b>                             |  |
| 1. Actual Project Cost (Rs. in crores)                              |  |
| 2. Total Income from the Project (Rs. In crores)                    |  |
| 3. Net Profit from the Project (Rs in crores)                       |  |

**Commercial / Property Development Project #2**

**Name of Applicant/Member of the consortium:**

**Built Up Area of Commercial / Property Development Project Component (Square Meter):**

**Capital Investment (Rs. in crores):**

| <b>Section A: Commercial / Property Development Project Profile</b> |  |
|---|--|
| 1. Name of the Commercial / Property Development Project            |  |
| 2. Location of the Development (Address)                            |  |
| 3. Total Land Area (Sq.m.)  |  |
| 4. Date of Commencement   |  |
| 5. Date of Completion   |  |
| <b>Section B: Financial Information</b>                             |  |
| 1. Actual Project Cost (Rs. in crores)                              |  |
| 2. Total Income from the Project (Rs. In crores)                    |  |
| 3. Net Profit from the Project (Rs in crores)                       |  |

**Commercial / Property Development Project #3**

**Name of Applicant/Member of the consortium:**

**Built Up Area of Commercial / Property Development Project Component (Square Meter):**

**Capital Investment (Rs. in crores):**

| <b>Section A: Commercial / Property Development Project Profile</b> |  |
|---|--|
| 1. Name of the Commercial / Property Development Project            |  |
| 2. Location of the Development (Address)                            |  |
| 3. Total Land Area (Sq. m)  |  |
| 4. Date of Commencement   |  |
| 5. Date of Completion   |  |
| <b>Section B: Financial Information</b>                             |  |
| 1. Actual Project Cost (Rs. in crores)                              |  |
| 2. Total Income from the Project (Rs. In crores)                    |  |
| 3. Net Profit from the Project (Rs in crores)                       |  |

**Commercial / Property Development Project Project #4**

**Name of Applicant/Member of the consortium:**

**Built Up Area of Commercial / Property Development Project Component (Square Meter):**

**Capital Investment (Rs. in crores):**

| <b>Section A: Commercial / Property Development Project Profile</b> |  |
|---|--|
| 1. Name of the Commercial / Property Development project            |  |
| 2. Location of the Development (Address)                            |  |
| 3. Total Land Area (Sq. m.)   |  |
| 4. Date of Commencement   |  |
| 5. Date of Completion   |  |
| <b>Section B: Financial Information</b>                             |  |
| 1. Actual Project Cost (Rs. in crores)                              |  |
| 2. Total Income from the Project (Rs. in crores)                    |  |
| 3. Net Profit from the Project (Rs in crores)                       |  |

**ENCLOSE AS ANNEXURE 3: Auditor's certificate certifying development and implementation of the commercial / Property Development project, the details of built up**

**site for the commercial / Property Development project component and the capital investment made therein**

#### **2.4 FINANCIAL CAPABILITY RELATED INFORMATION**

Tangible Net Worth of the bidder/ member #1 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in **clause 3.5.4** (in case of consortium Bidders) (in Rs. Crores):

**Name of the Bidder/member of the consortium:**

| <b>Details</b>             | <b>2013-2014</b><br>(in Rs crores) |
|----------------------------|------------------------------------|
| Paid up Capital            | [•]                                |
| Add: Reserves and Surplus  | [•]                                |
| Less: Revaluation Reserves | [•]                                |
| Less: Accumulated Losses   | [•]                                |
| Less: Intangible Assets    | [•]                                |
| <b>Tangible Net Worth</b>  | [•]                                |

Average Turnover in the last three financial years of the Bidder/member of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)

**Name of the Bidder/ member of the consortium:**

**Average Turnover (Rs. in Crores)**

| <b>Financial Year</b>  | <b>2011-12</b> | <b>2012 – 13</b> | <b>2013-14</b> | <b>2014-15</b> |
|--|----------------|------------------|----------------|----------------|
| 1. Annual Turnover <sup>2</sup> as per the audited Profit and Loss Account (Rs. in Crores) | [•]            | [•]              | [•]            | [•]            |

Tangible Net Worth of the Bidder/member #2 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)( Rs. in Crores):

**Name of the Bidder/member of the consortium:**

| <b>Details</b>             | <b>2014-2015</b><br><i>(in Rs crores)</i> |
|----------------------------|---|
| Paid up Capital            | [•]                                       |
| Add: Reserves and Surplus  | [•]                                       |
| Less: Revaluation Reserves | [•]                                       |
| Less: Accumulated Losses   | [•]                                       |
| Less: Intangible Assets    | [•]                                       |
| <b>Tangible Net Worth</b>  | [•]                                       |

Average Turnover in the last three financial years of the Bidder/member #2 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders):

**Name of the Bidder/member of the consortium:****Average Turnover (Rs. in Crores):**

| <b>Financial Year</b>   | <b>2011-12</b> | <b>2012 – 13</b> | <b>2013-14</b> | <b>2014-15</b> |
|---|----------------|------------------|----------------|----------------|
| Annual Turnover <sup>3</sup> as per the audited Profit and Loss Account (Rs. in Crores) | [•]            | [•]              | [•]            | [•]            |

Tangible Net Worth of the Bidder/member #3 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium Bidders)

**Name of the Bidder/member of the consortium:**

| <b>Details</b>            | <b>2014-2015</b><br><i>(in Rs crores)</i> |
|---------------------------|---|
| Paid up Capital           | [•]                                       |
| Add: Reserves and Surplus | [•]                                       |

| <b>Details</b>             | <b>2014-2015</b><br><i>(in Rs crores)</i> |
|----------------------------|---|
| Less: Revaluation Reserves | [•]                                       |
| Less: Accumulated Losses   | [•]                                       |
| Less: Intangible Assets    | [•]                                       |
| <b>Tangible Net Worth</b>  | [•]                                       |

Average Turnover in the last three financial years of the Bidder/ member #3 of the consortium holding not less than 26% of share capital during the entire life of the Project satisfying the Financial Capability condition as specified in clause 3.5.4 (in case of consortium applicants)

**Name of the Bidder/member of consortium:**

**Average Turnover (Rs. in Crores):**

| <b>Financial Year</b>   | <b>2011 - 12</b> | <b>2012 - 13</b> | <b>2013-14</b> | <b>2014-15</b> |
|---|------------------|------------------|----------------|----------------|
| Annual Turnover <sup>4</sup> as per the audited Profit and Loss Account (Rs. in Crores) | [•]              | [•]              | [•]            | [•]            |

Dated

Applicant's Signature

(With seal of the company)

Full Name

Designation\

Name of the Company

Address of the Company

**Annexure 3**  
**Summary of Financial Details**

(In case of Consortium, each member to provide this separately)

**(Rs. Crore)**

| <b>Particulars</b> |                |                |                |                |
|--------------------|----------------|----------------|----------------|----------------|
| Accounting year    | <b>2011-12</b> | <b>2012-13</b> | <b>2013-14</b> | <b>2014-15</b> |
| Net Worth          |                |                |                |                |
| Annual Turnover    |                |                |                |                |

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.
- 2) In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '3' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender will be considered as non-responsive.
- 3) The above data must be submitted for all Relevant Consortium members, duly certified by CA/Statutory Auditor.
- 4) All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
- 5) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Signature of CA/ Statutory Auditors

(with seal & registration no.)

Date:



**Annexure 4**  
**Format for Financial Proposal- Malviya Nagar (Contract CPD-26)**

(To be submitted and signed by the Bidder's authorised signatory and **if Bidder is bidding for more than one package, he/she/they has to submit this format separately with the quoted recurring payment.**)

**Executive Director/Contracts,**  
Delhi Metro Rail Corporation,  
5<sup>th</sup> floor, A-Wing, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi –110 001

Sub: "RFP for Property Development at **Malviya Nagar** MRTS Station Complex: ("Project")

Sir,

We hereby submit our Financial Offer for the Project. If the Project is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Request for Proposal (RFP) Document.

1. Fixed Upfront Lease Fee **Rs. 120 Crores** (Rupees One Hundred Twenty Crores + Service tax extra) in the form of Pay Order/Cheque/Demand Draft.
2. Monthly Lease Fee rate @ \_\_\_\_\_ per square meter (**in figures**)  
Rupee \_\_\_\_\_ (**in words**) for a Lease Period of **50** yrs.
3. We also agree to pay at the pro-rata rate of additional area charges for the additional area , which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.
4. The Lease Fee and Any fee along with in items 1,2 & 3 above shall be escalated at **@ 20% every 3 year as per escalation Clause No. 4.9.2 of Section 4 of RFP document**.from the commencement date.
5. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services to the extent provided at the Leased Site(s) by DMRC.
6. In an event, we are the selected bidder, any failure to deposit requisite Upfront Fee and Performance Security within 30 days **from the issue of LOA** would entitle the DMRC to forfeit the Tender Security.

7. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If **I/we** do not accept the correction of errors, this Bid will be rejected & EMD will be forfeited.
8. Service tax as applicable and other applicable taxes including property tax from time to time will also be paid by us/me in addition to the aforesaid charges.

This offer is being made by us/me after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the sites, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Authorized signatory  
Name and seal of Bidder

Date:  
Place:

**Annexure 5**  
**Affidavit**

(Notarized on Stamp Paper of Requisite Value as per Applicable Law)

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

1. I say that I am the authorised signatory of .....(insert name of company /consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Property Development at 1.22 Ha plot at **Malviya Nagar MRTS station** Delhi (hereinafter referred to as “Project”) Request For Proposal (‘RFP’) Document 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 authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if at any point of time including the Lease Period, DMRC 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 DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

**DEPONENT**

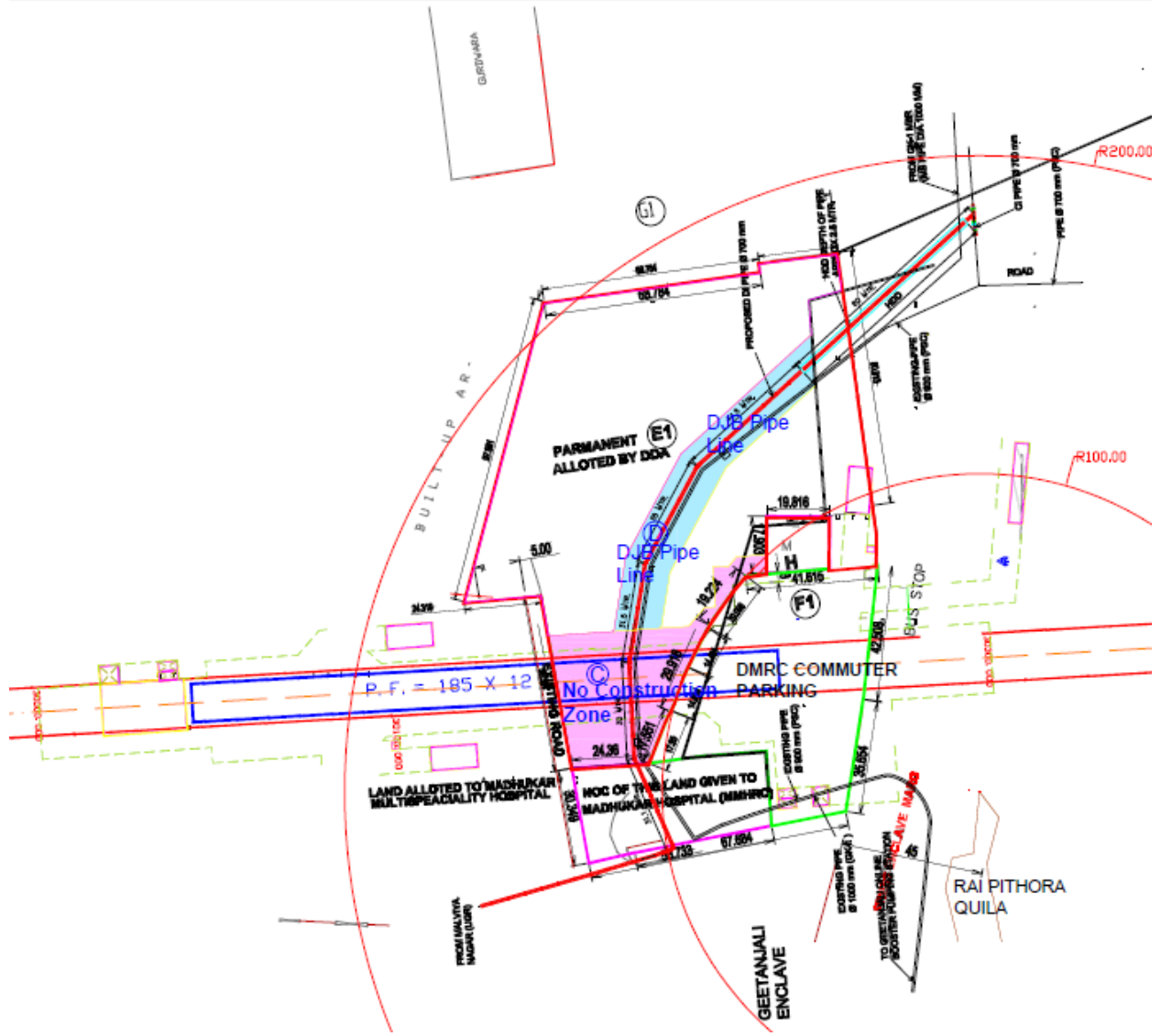
**VERIFICATION :-**

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 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.....,2015.

**DEPONENT**

# ANNEXURE 6 SITE PLANS



**ANNEXURE 7**  
**CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT**

**[On non judicial stamp paper of appropriate value to be purchased in the name of the executants]**

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_\_ day of \_\_\_\_, 2015.

**BETWEEN**

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_ (hereinafter referred to as the 'Lead Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **ONE PART** ;

**AND**

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'Participant Member 1') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **SECOND PART**;

**AND**

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'Participant Member 2') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the

**THIRD PART;**

(hereinafter collectively referred to as "**Consortium**" or "**Parties**" and individually as "**Party**")

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for the "**Property Development at 12219 Sqm (approx) plot at Malviya Nagar MRTS station ("Project")**" on Lease basis, in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the Bid by the Consortium for executing the Project for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

AND WHEREAS all the Parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

AND WHEREAS it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THIS CONSORTIUM AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Parties having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "**Property Development at 12219 Sqm (approx) plot at Malviya Nagar MRTS Station**" in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That the Parties have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated in the Bid Documents for award of the Project to the Consortium so that the Consortium may take up the aforesaid Project in case the Consortium is declared as the Selected Bidder in the Bid process.
3. That the Parties have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for executing the Project.
4. That the Parties have agreed to nominate \_\_\_\_\_ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid Documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be

necessary for this purpose which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the Bid submitted to DMRC and execution of the Project.

5. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.
6. That the share holding of the members of the Consortium for this specified purpose shall be as per the Lease Agreement and at present the proposed shareholding shall be as follows:-
  - a) The Lead Member shall have \_\_\_\_per cent (\_\_\_ %) of share holding with reference to the Consortium for the Project.
  - b) The Participant Member 1 shall have \_\_\_\_ (\_\_\_ %) of share holding with reference to the Consortium for the Project.**
  - c) The Participant Member 2 shall have \_\_\_\_percent (\_\_\_%) of share holding with reference to the Consortium for the Project.
7. That in order to fulfill the requirement of the Bid process and also to keep an altogether separate legal entity of the Consortium, the members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the Project.
8. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the prior written consent approval of DMRC subject to the conditions as may be stipulated by them in this regard in the Lease Agreement and which consent, DMRC shall be entitled to decline without assigning any reason whatsoever.
9. That in order to meet the requirements of Bid documents or any other stipulations of DMRC, if it becomes necessary to execute and record any other documents amongst the Parties, the Parties undertake to do the needful and to participate in the same for the purpose of the Project.
10. That it is clarified by and between the Parties that execution to this Consortium Agreement/Memorandum of Agreement by the Parties does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the Parties shall otherwise be free to carry on their independent business or commercial



activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the Project.

11. That the Parties undertake to specify their respective roles and responsibilities for the purposes of execution of the Project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Parties to meet the requirements and stipulations of DMRC.

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

1. Managing Director

(-----)

For (Name of company)

2. Managing Director

(-----)

For (Name of company)

3. Managing Director

(-----)

For (Name of company)

WITNESSES: 1.-----

2.-----

Enclosure:

- Board resolution of each of the consortium members authorising execution of the consortium agreement and appointing the authorised signatory for such purpose.

**ANNEXURE 8**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, we ..... (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, including signing and submission of all documents and providing information/responses to DMRC, representing us in all matters before DMRC, and generally dealing with DMRC in all matters in connection with our Bid for the Project.

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

For.....  
Accepted

..... (Signature)  
(Name, Title and address) of the Attorney

Note:

- 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.

**ANNEXURE 9**

**(NOC for Property Development by DDA and NMA Clearance to Project Site are uploaded alongwith RFP document in PDF format)**

## ANNEXURE-10

### FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we ..... (Name of Bank) having our registered office at ..... (Name of country) (hereinafter called "the Bank") are bound unto Delhi Metro Rail Corporation Limited (hereinafter called "the DMRC") in the sum of ` ..... for which payment will and truly to be made to the said DMRC, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated\_\_\_\_\_ for **Property Development at 12219 Sqm (approx) plot at Malviya Nagar MRTS Station**, hereinafter called the tender.  
AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of ` ..... as Tender Security against the Tenderer's offer as aforesaid.  
AND WHEREAS..... (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
  - a. That the DMRC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the DMRC and the Tenderer.
  - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
  - c. That any account settled between the DMRC and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
  - d. That this Guarantee commences from the date hereof and shall remain in force till ..... (date to be filled up as per Clause 3.10 of Section 3 ).
  - e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

**4. THE CONDITIONS OF THIS OBLIGATION ARE:**

- a. if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- b. if the Tenderer does not accept the correction of his tender price in terms of Clause 3.20.7 of the “RFP document”.
- c. if the Tenderer having been notified of the acceptance of his tender by the DMRC during the period of tender validity :
  - i. fails or refuses to furnish the Security Deposit in accordance with Clause 3.11 of the “RFP document” and/or
  - ii. fails or refuses to enter into a Contract within the time limit specified in Clause 3.26 of the “RFP document”.

We undertake to pay to the DMRC mere on demand without demur upto the above amount upon receipt of his first written demand, without the DMRC having to substantiate his demand provided that in his demand the DMRC will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

**Signature of Witness**

**Signature of  
Authorized Official of the Bank**

Name : .....

Name of Official .....

Address :

Designation .....

.....

Stamp/Seal of the Bank.....

**Notes:**

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to DMRC.

**ANNEXURE- 11**

**(Undertaking as per Clause 3.5.5 of Section-3)**

We do hereby undertake that none of the Central / State government department / public sector undertaking / other government entities or local body has banned business with us as on the date of tender submission. Also none of the work has been rescinded / terminated by DMRC after award of contract to us during last 5 years due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

---

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.

## **ANNEXURE- 12**

### **UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents (RFP Bid document)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal [www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC). 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 [[www.tenderwizard.com/DMRC](http://www.tenderwizard.com/DMRC)]. We confirm that we have considered for these in our tender submission and our financial bid. We also confirm our unconditional acceptance to all the terms and conditions of tender document (RFP Bid document).

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**