**REQUEST FOR PROPOSAL (RFP) DOCUMENT**

# Property Development at Haiderpur Badli Mor MRTS Station of Line-2 Package-1(Badli-Huda City Centre Corridor)

**DELHI METRO RAIL CORPORATION LTD.**
**Metro Bhawan, Fire Brigade Lane,**
**Barakhamba Road, New Delhi –110 001**

# DISCLAIMER

This request for proposal (**RFP Document**) for **"Property Development at Haiderpur Badli Mor MRTS Station of Line-2, Package-1"** contains brief information about the spaces, the Qualification Requirements and the Selection process for the successful Tenderer. The purpose of the RFP document is to provide Tenderers with information to assist the formulation of their Tender application (the '**Application**").

The information ('Information') contained in this RFP Document or subsequently provided to interested parties (the "**Tenderer(s)**"), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (**DMRC**) is provided to the Tenderer(s) on the terms and conditions set out in the RFP Documents and any other terms and conditions subject to which such information is provided.

This RFP Document does not purport to contain all the information that each Tenderer may require. This RFP Document has been prepared with a view to provide the relevant information about the Project available with DMRC and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Tenderer. The DMRC advises each Tenderer to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this RFP Document and to obtain independent advice from appropriate sources. The DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy; reliability or completeness of the information provided in this RFP Document.

This RFP may not be appropriate for all persons, and it is not possible for DMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Tendering Documents may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Tenderer(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. 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, may be given, by the Tenderers, to the office of the DMRC, immediately, by the Tenderers. If DMRC receives no written communication, it shall be deemed that the Tenderers are satisfied with the information provided

in the RFP document. In particular, DMRC shall not be responsible /liable for any latent or evident defect in the character of the Project/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 for the Project, which may be deemed to be necessary by the Tenderer should be independently established and verified by the Tenderer.

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 Tenderer, shall be as set out in separate agreements executed between DMRC and the successful Tenderer 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 Tenderer 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 Tender Stage.

DMRC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Tenderer 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.

This single RFP document is applicable for all the packages being offered but each package will be considered as an independent tender and except the RFP document other formalities like the tender security submission, Quoting of Recurring payment etc has to be fulfilled/ considered as part of independent tender process.

The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Tender 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 Tender. All such costs and expenses will remain with the Tenderer and DMRC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Tender, regardless of the conduct or outcome of the Tendering Process.

The word “Tender/Tenderer” and “Tender/Tenderer” 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 for the DMRC vide its Policy Circular No K-14011/8/2000-MRTS (Pt.) dt 30.3.2009.

1.1.2 Through this RFP Document, DMRC intends to select a "lessee" to take up on 'Lease basis', the spaces available for property development at Haiderpur Badli Mor station complex Package-Iof Delhi Mass Rapid Transit System (MRTS) (hereinafter referred to as "**Project Site"**). This Licensing has been envisaged to generate up-front and recurring revenues to DMRC to supplement its non fare-box collections in the operation phase. An information document covering the purpose of the lease, details of space available at depot etc. may be downloaded from the website **https://eproure.gov.in/eprocure/app**.

# SECTION 2

# NOTICE INVITING TENDER

## SECTION 2: NOTICE INVITING TENDER

### 2.0 Notice Inviting Tenders

2.1 The PD Area at the Project Site are proposed to be given on lease basis through this Tendering process on "as is where is basis" as demarcated in the plans placed as Annexure – 6 of this document and are in form of built up areas for retail and commercial spaces, details of which are given below.

| PD Area | Floor | Code | Built up Area in Sqm |
|---|---|---|---|
| 1 | Ground Floor Package-1 | P-1 | 5213 |
| | Total | | 5213 |

(Hereinafter individually referred to as "**Leased Space(s)**" or "Leased Area")

2.2 DMRC invites sealed online Tenders 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 "**Tenderers**", 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 commercial utilization of the Lease Space(s) for various purposes, except banned list of usages as detailed in Annexure-9.

### 2.3 Deemed Knowledge and Disclaimer:-

2.3.1 DMRC shall receive online Tenders 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. Tenderers shall submit Tenders in accordance with such terms on or before the Proposal Due Date. The participating Tenderers are expected to visit the Project Site to examine its precincts and the surroundings at the Tenderer's own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

2.3.2 The Tenderer shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc., if any existing in the Leased Space(s) and shall not claim for any change on the Project Site after submitting its Tender. The Tenderer hereby admits, agrees and acknowledges that DMRC has not made any representation to the Tenderer 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 Tenderer for implementing the Project.

2.3.3 The Tenderer 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 Tenderer 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.

## 2.4 Salient features of Tendering Process:

a) DMRC has adopted a two packet online Tendering process for declaration of a Selected Tenderer for each schedule to grant rights under the Lease Agreement for the Leased Space.
b) The details of Tendering process are provided in Section 3.
c) Schedule of Tendering process for RFP :

| | |
|---|---|
| Start of sale of RFP Document to Tenderers | From 21.09.2016 to 03.11.2016 (upto 1500 hrs.) on e-tendering website https://eproure.gov.in/eprocure/app |
| Cost of RFP Document (Non-refundable) | INR 21,000/- (inclusive of 5% DVAT) Non-Refundable<br>(Demand Draft /Banker's cheque) in favor 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 1500 hours on 03.11.2016 in the office of Executive Director/Contracts at below mentioned address. |
| Validity of Tender Security in case of BG | 30.06.2017 |
| Pre-Tender Meeting | 05.10.2016 at 11.00 hrs |
| Last date of receiving queries | 06.10.2016 (Queries from tenderers after due date shall not be acknowledged) |
| DMRC's response to queries by | 17.10.2016 |
| Tender submission Start Date and Time | 24.10.2016 from 0900 Hrs. |

| | |
|---|---|
| Tender submission End Date & Time | 03.11.2016 upto 15:00 Hrs. |
| Tender opening Date & Time | 04.11.2016 @ 1500 Hrs. |
| Authority and place for submission of RFP Tender Document cost and seeking clarifications | **Executive Director/Contracts,**<br>Delhi Metro Rail Corporation,<br>5th floor, A-Wing, Metro Bhawan,<br>Fire Brigade Lane, Barakhamba Road,<br>New Delhi –110 001 |

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

| Stage of Activity | Time Period |
|---|---|
| Payment of Upfront Fee and Security Deposit to DMRC. | Within 30 days of issue of Letter of Acceptance |
| Signing of Lease Agreement | Within 15 days after payment of Upfront Fee and Security Deposit. |
| Handing Over of the site. | Within 30 Months of singing of Lease Agreement. |
| Payment of Advance Lease Fee for 1st Quarter to DMRC by Lessee. | Within 15 days after end of moratorium period i.e **nine (9) Months** after signing of the Lease Agreement without consideration of any interest. Delay in payment of advance lease fee shall attract interest @ 20% per annum on outstanding balance on due date |

## Instructions for Online Tender Submission:

The Tenderers are required to submit soft copies of their Tenders electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Tenderers in registering on the CPP Portal, prepare their Tenders in accordance with the requirements and submitting their Tenders online on the CPP Portal.

More information useful for submitting online Tenders on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app**.**

### REGISTRATION

1) Tenderers are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online Tenderer Enrollment**" on the CPP Portal which is free of charge.
2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
3) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Tenderer then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate Tenderers to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Tenderers may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2) Once the Tenderers have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective

'My Tenders' folder. This would enable the CPP Portal to intimate the Tenderers through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The Tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF TENDERS**

1) Tenderer should take into account any corrigendum published on the tender document before submitting their Tenders.
2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Tender. Please note the number of covers in which the Tender documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Tender.
3) Tenderer, in advance, should get ready the Tender documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Tender documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Tender, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Tenderers. Tenderers can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Tender, and need not be uploaded again and again. This will lead to a reduction in the time required for Tender submission process.

**SUBMISSION OF TENDERS**

a) Tenderer should log into the site well in advance for Tender submission so that they can upload the Tender in time i.e. on or before the Tender submission time. Tenderer will be responsible for any delay due to other issues.
b) The Tenderer has to digitally sign and upload the required Tender documents one by one as indicated in the tender document.
c) Tenderer has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
d) Tenderer should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Tender submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Tender submission time. Otherwise the uploaded Tender will be rejected.

e) Tenderers are requested to note that they should necessarily submit their financial Tenders in the format provided and no other format is acceptable. If the price Tender has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Tenderers. Tenderers are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer). No other cells should be changed. Once the details have been completed, the Tenderer should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Tenderer, the Tender will be rejected.

f) The server time (which is displayed on the Tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Tenders by the Tenderers, opening of Tenders etc. The Tenderers should follow this time during Tender submission.

7) All the documents being submitted by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Tender opening. The confidentiality of the Tenders is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Tender document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Tender openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Tender openers.

g) The uploaded tender documents become readable only after the tender opening by the authorized Tender openers.

h) Upon the successful and timely submission of Tenders (ie after Clicking "Freeze Tender Submission" in the portal), the portal will give a successful Tender submission message & a Tender summary will be displayed with the Tender no. and the date & time of submission of the Tender with all other relevant details.

i) The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for any Tender opening meetings.

## ASSISTANCE TO TENDERERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online Tender submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3) For any Technical queries related to Operation of the Central Public Procurement Portal Contact at :

   Mobile Numbers: 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874, 91 8826246593

Tel: The 24 x 7 Toll Free Telephonic Help Desk Number 1800 3070 2232. Other Tel: 0120-4200462, 0120-4001002.

E-Mail: cppp-nic[at]nic[dot]in

**SECTION 3**

**REGULATION OF TENDERS**

**AND**

**LEASE AGREEMENT**

## 3.1 GENERAL

3.1.1 DMRC invites online Tenders from eligible Tenderers in terms of eligibility criteria as specified in this document for granting lease to operate, manage and maintain the Leased Area.

3.1.2 The information submitted in the RFP document will form the basis for evaluating the Tenderers. The Tenderers may participate in the Tender process as per the instructions given in this RFP document.

3.1.3 From amongst the Tenderers fulfilling the Eligibility Criteria, as laid down in this RFP document, the total space shall be offered to the Selected Tenderer on the basis of the Lease Fee quoted by the Selected Tenderer.

3.1.4 The intending Tenderer must read the terms and conditions carefully.

3.1.5 Information and instructions for tenderers posted on website https://eprocure.gov.in/eprocure/app shall form part of tender documents.

3.1.6 The Request for Proposal Document (RFP Document) can be seen and downloaded from website https://eprocure.gov.in/eprocure/app RFP document can only be obtained online after registration on the website https://eprocure.gov.in/eprocure/app For further information in this regard Tenderers are advised to contact on 011-49424307, 011-49424365 or 011-23417910.

3.1.7 RFP Document can only be submitted online after uploading the mandatory scanned documents towards cost of Tender Documents such as Demand Draft or Pay Order or Banker's Cheque from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to DMRC and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to DMRC and other documents as stated under Clause 3.15 of RFP Document.

3.1.8 Those tenderers who are not registered on the website https://eprocure.gov.in/eprocure/app 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 tenderer 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 tenderer can login and see the tender opening process. After opening of tenders they will receive the competitor Tender sheets.

3.1.11 Tenderer can upload documents in the form of **JPG** format and **PDF** format.

3.1.12 Tenderer must ensure to quote rate in financial proposal.

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

**3.2 Downloaded RFP Documents:**

3.2.1 The complete Tender document can be downloaded from the website of https://eprocure.gov.in/eprocure/app and a non-refundable fee **Rs. 21,000/-** (inclusive of 5% of DVAT) towards the cost of the Tender document shall be submitted upto the date and time specified in NIT in the office of Executive Director/Contracts, failing which the Tender shall be rejected out-rightly. In case a Tenderer Tenders for more than one package of lease space if available, separate document cost for each package has to be paid. No tampering, alteration or changing of the contents of the Tender documents is permissible. The DMRC shall not be responsible for any printing error while downloading the documents.

3.2.2 The Tenderers are required to collect the plans of the Leased Space(s) from the office of the Executive Director/Contracts, free of cost and place the same as Annexure-6. The Tenderer hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the Leased Space(s) plans from DMRC.

**3.3 Site Visit and Queries in RFP and Amendments**

3.3.1 Tenderers may send their queries, if any, to DMRC in writing not later than the date specified under the Tender 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 Tendering 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 Tenderer, modify the RFP through the issuance of an addendum. This shall be uploaded e-tendering portal https://eprocure.gov.in/eprocure/appand shall be binding upon all the Tenderers.

3.3.3 In order to give the Tenderers 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 https://eprocure.gov.in/eprocure/app and the Tenderers are advised to keep a regular check on the website for any such updates.

## 3.4 SITE VISIT

**3**.4.1 DMRC shall conduct a site visit of the proposed commercial building site on the date specified under the tender schedule of Section-II of the RFP for the purpose of giving an overview of the entire project and development in the vicinity of the project site.

3.4.2 Interested tenderers are requested to be present on the site on the specified date and time for the above process.

## 3.5 PRE-TENDER MEETING

3. 5.1 DMRC shall conduct a pre-tender meeting on the date and location specified under the Tender schedule of Section-II of RFP for the purpose of providing clarification and answering the queries of the prospective Tenderers.

3. 5.2 The tenderer is requested to submit any question in writing or by facsimile, to reach the DMRC not later than the last date of seeking clarification as mentioned in key details of NIT.

3. 5.3 The text of the questions raised by all the tenderer 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 DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.

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

## 3.6 ELIGIBILITY CRITERIA

The Tenderer shall meet the following minimum Eligibility Criteria (the "**Eligibility Criteria**"):

3.6.1 A Tenderer 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 Tenderer 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 Tenderers (i.e. tender security, Security Deposit, Upfront amount etc.) shall be forfeited.

3.6.2 A Tenderer should have a minimum net worth of **Rs. 3,53,00,000**/- (Rupees Three Crores Fifty Three Lakhs only) during last audited financial year.

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

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

3.6.3 The minimum average annual turnover of a Tenderer should be **Rs. 3,53,00,000**/- (Rupees Three Crores Fifty Three LakhsOnly) for the preceding three financial years as per the audited balance sheets of the Tenderers starting from the financial year, 2013-14.

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 tenderer 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 Tenderer, 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.

3.6.4 Eligibility for a Consortium

In case the Tenderer is a Consortium, the Eligibility of the 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 3.6.2 and sub-para 3.6.3 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.

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 purchased the tender document in their name, can submit the tender 6either as individual firm or in joint venture/Consortium.

3.6.7 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 financial soundness and work experience 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.

## 3.7 TENDER BY A CONSORTIUM OF FIRMS

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

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

3.7.2 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 Tendering and implementation of the Project. A copy of this MOA shall be enclosed with the Tender.

3.7.3 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 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.

3.7.4 A Tenderer or a member of a Consortium can be a member in only one Consortium. If a Tenderer / member participates in more than one Tender for the same site / space, all Tenders of which it is a part shall be summarily rejected.

3.7.5 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.

3.7.6 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 (Section 3) 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.

3.7.7 If the Selected Tenderer 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.

## 3.8 Change in Composition and Equity Participation of the Consortium

3.8.1 After receipt of the Tender, 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 Tender which affects the minimum shareholding requirement of members of the Consortium to decline below the required percentage as provided under Clause 3.7.3 hereinabove till the completion of the Lease Period..

3.8.2 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 3.7.3, 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.

## 3.9 CONFLICT OF INTEREST

A Tenderer shall not have a conflict of interest (the "Conflict of Interest") that affects the Tendering process. Any Tenderer found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, DMRC shall forfeit and appropriate the tender security 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 Tenderer'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 Tenderer shall be deemed to have a Conflict of Interest affecting the Tendering process, if:

i) a constituent of Tenderer is also a constituent of another Tenderer; or

ii) Tenderer, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; or

iii) Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; or

iv) such Tenderer, or any Associate thereof, has a relationship with another Tenderer, 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 Tender of either or each other; or

v) such Tenderer or any Associate thereof has participated as a consultant to DMRC in the preparation of any documents design or technical specifications of the Project.

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

Explanation:

In case a Tenderer is a Consortium, then the term Tenderer as used shall include each Member of such Consortium. For purposes of this RFP, Associate means, in relation to the Tenderer/ members of Consortium, a person who controls, is controlled by, or is under the common control with such Tenderer/ 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

## 3.10 LANGUAGE AND CURRENCY

3.10.1 The Tender and all the related correspondence and documents shall be written in English language only.

3.10.2 The currency for the purpose of the Tender shall be the Indian National Rupee (INR).

## 3.11 TENDER SECURITY

3.11.1 The Tenderer shall submit a Tender Security for **Rs. 7,00,000/- (Rupees Seven Lakhs 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 up to date as specified in NIT under Schedule of tendering process for RFP **Clause 2.3(c)**. The tender security shall be submitted in a sealed envelope clearly marked on top **"Tender Security for "Property Development at Haiderpur Badli Mor MRTS Station of Line-2– Package-1"**.

3.11.2 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 Tender clarification shall be sought on tender security.

3.11.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the DMRC of the Security Deposit in accordance with Clause 3.12 below.

3.11.4 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 Tenderer.

3.11.5 The Tender Security shall be forfeited:

a) if the Tenderer withdraws its Tender during the interval between the Tender Due Date and the expiration of the Tender Validity Period;

b) if the Selected Tenderer fails to make the payments (as per Clause 3.12.1 & 4.13) within the time specified in this RFP, or any extension thereof granted by DMRC;

c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the DMRC

d) if the Tenderer does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP.

## 3.12 SECURITY DEPOSIT

3.12.1 The Lessee for the Package 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 4.13., 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 including mezzanine area. This Security Deposit shall be submitted within 7 (Seven) 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.

3.12.2 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.

3.12.3 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 Tender Document.

## 3.13 PROPOSAL PREPARATION COST

The Tenderer shall be solely responsible for all the costs associated with the preparation of its Tender and its participation in the Tendering 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 Tendering.

## 3.14 VALIDITY OF OFFER

3.14.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Tender Due Date ("**Proposal Validity Period" or "Tender Validity Period"**). DMRC reserves the right to reject any Tender that does not meet this requirement. DMRC may however request the Tenderers to extend the validity of their Tenders for a specified additional period.

3.14.2 A Tenderer agreeing to the request will not be allowed to modify its Tender, but would be required to extend the validity of its tender security for the relevant period of extension.

3.14.3 The Tender Validity Period of the Selected Tenderer shall stand extended till the date of execution of the Lease Agreement.

## 3.15 PREPARATION AND SUBMISSION OF PROPOSAL

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

3.15.1 The completed Tenders shall be accepted only up to the date and time as specified in under the Tender schedule of Section-II of RFP. Tenders have to be submitted online on the website https://eprocure.gov.in/eprocure/app.

DMRC, at its sole discretion, retains the right, but is not obligated to extend the Tender Due Date, by issuing an addendum which shall be uploaded on the website https://eprocure.gov.in/eprocure/app.

3.15.2 The Tenderers 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 Tenderer to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Tender.

3.15.3 In case of a Consortium, wherever required, the Tender must contain such information individually for each member of the Consortium.

3.15.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Tender 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.

3.15.5 All Proposals/Tenders shall be uploaded by the duly 'Authorized Signatory' of the Tenderer. In case of a Consortium, the proposal shall be uploaded by the duly Authorized Signatory of the Lead Member. The Tenderers shall submit a supporting Power of Attorney (POA) authorizing the Signatory of the Proposal, to commit the Tenderer 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.

3.15.6 The Proposal shall be uploaded with Class-III digital signature by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Tender Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

3.15.7 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 Tender Documents shall be dated.

3.15.8 Tenderers are required to submit only one set of the Tenders, including the Original RFP issued to them which is signed on each page in acceptance of all the terms and conditions of the Tender Document.

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

## 3.16 SUBMISSION OF TENDERS

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

3.16.2 The technical package/qualification documents shall be uploaded online on the website https://eprocure.gov.in/eprocure/app and shall contain the following:

- Letter of Application and Interest (As per Annexure 1)
- General Information of the Tenderer (As per Annexure 2)
- Scanned copy of RFP Document cost and tender securitySummary 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 Tenders on the e-tendering portal [https://eprocure.gov.in/eprocure/app] have been downloaded and considered in our tender submission and confirming their unconditional acceptance to all the terms and conditions.

3.16.3 The Financial Proposal (as per Annexure 4) shall be uploaded online on the website https://eprocure.gov.in/eprocure/app. The rates shall be quoted in the excel file provided in the Tender 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**.

3.16.4 Tender cost and EMD received after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.

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

## 3.17 TENDERER'S RESPONSIBILITY

3.17.1 It would be deemed that prior to the submission of the Tender; the Tenderer 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) PD area, existing facilities, encumbrances within the spaces and structures, the access to the roads and the utilities;

(ii) All other matters that might affect the Tenderer's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the Project.

c) All the Tenders shall be signed by the Tenderer or the duly authorized signatory of the Tenderer.

d) Tenderer shall visit the Project Site at its own cost before submitting the Tender.

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

## 3.18 MODIFICATION AND WITHDRAWAL OF PROPOSALS

3.18.1 No Proposal shall be modified or withdrawn by the Tenderer after the Tender Due Date.

3.18.2 Withdrawal of a Tender during the interval between Tender Due Date and the expiration of the Tender Validity Period would result in the automatic forfeiture of the tender security.

## 3.19 OPENING OF TENDERS

3.19.1 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened online in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Executive Director/contracts, DMRC, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001. Tenderers may visit DMRC e-procurement web-site The technical package/qualification documents shall be uploaded online on the website https://eproure.gov.in/eprocure/app and shall contain the following to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers 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 DMRC, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

(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. .

(b) If the documents do not meet the requirements of the DMRC, a note will be recorded accordingly by the Tender Opening Authority.

(c) The tenderers 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.

(d) The digitally signed financial package which tenderer have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial

packages of only those tenderers 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. Tenderers can visit to DMRC e-procurement website for further information.

3.19.2 The DMRC reserves the right to reject any Proposal and forfeit the tender security, if

a) It is not digitally signed.

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 3.14.

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.

3.19.3 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 Tenderer's obligations, or

c) which would affect unfairly the competitive position of other Tenderers' presenting substantially responsive Tenders.

d) No request for modification or withdrawal shall be entertained by the DMRC in respect of such Proposals.

## 3.20 RESPONSIVENESS OF TENDERS

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

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

ii) It contains information complete in all respect as required in the Tender Documents(in the formats specified);

iii) it is signed, sealed and marked as stipulated;

iv) it is accompanied by receipt of Tender Document Fee;

v) it is accompanied by the acceptable tender security/ Tender Security;

vi) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Tender Forms;

vii) The document is accompanied by the Checklist as prescribed.

3.20.2 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 Tender shall be final and conclusive and binding on the Tenderer and shall not be called into question by any Tenderer on any ground whatsoever. Any Tender/Proposal which is non responsive shall be rejected.

3.20.3 To facilitate checking the responsiveness and evaluation of Tenders, DMRC may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Tenderer regarding its Tender. Such clarification(s) shall be provided within the time specified by DMRC for this purpose. If the Tenderer does not provide the clarification sought within the prescribed time, its Tender shall be liable to be rejected. In case it is not rejected, DMRC may proceed to evaluate the Tender by construing the particulars requiring clarification to the best of its understanding.

3.20.4 No Tenderer shall however have the right to give any clarification unless asked for by DMRC, in any manner whatsoever, with the Tendering process, to intervene in, any manner whatsoever, in the Tendering process.

## 3.21 EVALUATION OF TENDERS

The Tenders of the Tenderers shall be evaluated in two stages. “Tender Security” and “Technical Qualification” will first be evaluated which will cover following items:

3.21.1 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 3.11 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 3.6, 3.7, 3.9, 3.14, 3.19 and 3.20 above.

3.21.2 Tenders 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.

3.21.3 If any tender is rejected, pursuant to paragraph 3.21.2 above, the Financial Package of such tenderer shall not be opened.

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

3.21.5 In case of those Tenderers who have not met the eligibility criteria then the Financial Tenders of such tenderer shall not be opened.

3.21.6 **Evaluation of Financial Proposals:**

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

DMRC will evaluate and compare the Tenders 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 Tenderer. Tenderers shall note that in case of difference between the calculations submitted by the Tenderer and the calculations computed by DMRC (if any), the calculations computed by DMRC shall prevail.

The Tenderers with the highest Tender may also be requested to make a presentation at their own cost, for clarifications, additional information on Tenderer'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 Tenderer or the manner of its payment and also should not constitute any material deviation affecting the relative position of any Tenderer and also should not be inconsistent in any substantial way with the Tender Documents. The Tenderer shall be obliged to incorporate these suggestions in his planning/proposals.

3.21.7 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the rates in words will prevail. If the Tenderer does not accept the correction of errors, its Tender shall be rejected & the EMD shall be forfeited.

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

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

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

3.21.11 Further, in the event of the highest Tenderer withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "**First Round of Tendering**"), DMRC without being under any obligations to do so, may, at its sole discretion, either invite the next higher Tenderer to revalidate and/ or extend its EMD, as necessary and also match the Tender of the aforesaid highest Tenderer for the Project or annul the Tendering process as deemed appropriate by DMRC in its sole discretion.

## 3.22 RIGHT TO REJECT TENDERS

3.22.1 The DMRC reserves the right to reject any Tender if it is of the opinion that the Tenderer 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 Tenderers.

3.22.2 The DMRC reserves the right to reject any/all Tenders including the highest Tender or withdraw the Tender at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Tenderer or any obligation upon the DMRC.

3.22.3 The Tenderer 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 Tenders and the Tenderer shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from DMRC.

## 3.23 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that any Tenderer 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 Tender, the Tender shall be disqualified by DMRC. If the Tenderer is a Consortium, then the entire Consortium and each Member shall be

disqualified/ rejected. In such an event, the Tenderer shall not be entitled to any compensation whatsoever, or refund of any amount/s paid.

## 3.24 DISPUTES

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

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

## 3.25 CONFIDENTIALITY

3.25.1 The information relating to the examination, clarification, evaluation and recommendation for the short-listed Tenderers 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.

## 3.26 ACCEPTANCE OF THE OFFER

3.26.1 After the Tenders are accepted by the Competent Authority of DMRC, the LOA shall be issued to the Selected Tenderer.

## 3.27 EXECUTION OF MEMORANDUM OF UNDERSTADNING

3.27.1 The Selected Tenderer shall be required to pay the Upfront Fee (plus applicable Service Taxes) to the DMRC within 30 days of issue of the LOA.

3.27.2 The Memorandum of understanding shall be executed within a period of 15 days from the payment of Upfront Fee by the Selected Tenderer to the DMRC which shall be the Commencement Date of the Project. Prior to signing of the Memorandum of understanding, the Selected Tenderer 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 MoU to the DMRC.

## 3.28 HANDING OVER/TAKING OVER OF THE PREMISES

3.28.1 The construction of the entire project facility shall be completed within 30 months from the issue of LOA to the selected tenderer by DMRC. Thereafter, letter shall be issued to the selected tenderer to appear on site for joint measurement of the allotted premises and thereafter for taking over the premises along with facilities if any from DMRC.

3.28.2 The access to the Leased Space(s) shall be granted to the Selected Tenderer only if the Memorandum of Understanding as mentioned has been executed with DMRC.

3.28.3 The selected tenderer shall submit Security Deposit as mentioned in Clause 3.12 of this section within 07 days of the handing over of the premises.

3.28.4 However if the construction due to any unforeseen reason is not completed within 30 months of the execution of MoU, the Upfront amount paid by the lessee shall be refunded by DMRC without any interest. No claims on anything extra other than the principal amount shall be entertained by DMRC in this regard.

## 3.29 EXECUTION OF LEASE AGREEMENT

3.29.1 The lease agreement shall be executed within 15 days of submission of security deposit by the selected tenderer to DMRC.

3.29.2 The responsibility for registration of lease agreement shall vest with the selected tenderer and 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 Tenderer.

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

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

## 3.30 UNSUCCESSFUL TENDERERS

The tender security received from the Tenderers who are not selected shall be returned by DMRC within 30 (Thirty) days of the declaration of the Selected Tenderer. The tender security/ Tender security shall be returned without payment of any interest.

# SECTION 4

# GENERAL CONDITIONS OF LEASE AGREEMENT

## 4.1 Leased Space

4.1.1 After signing of LOA and execution of Lease Agreement, the Selected Tenderer shall be granted access to operate, manage and maintain the Leased Space(s) at the subject Site as mentioned in Clause 2.0 of this RFP and as detailed in Annexure – 6 of this RFP document.

4.1.2 Areas indicated in Clause 2.0 above and Annexure 6 hereto, are approximate. Actual area shall be measured at the time of providing the Leased Space(s) and in case there is any variation, the Upfront Fee and the Lease Fee shall be adjusted on pro-rata basis.

4.1.3 Similarly, in case any additional area (the '**Additional Area'**) is available and deemed feasible by DMRC, the Additional Area may be allotted to the Lessee in the sole discretion of DMRC on the request made by the Lessee upon payment of Upfront Fee and the Lease Fee which shall be calculated on pro-rata basis at the prevalent rate of Lease Fee on the date of such request made by the Lessee. The Lease Period of such Additional Area shall however be co-terminus with the Lease Agreement. In addition, the amount so arrived may be further escalated @20% per annum for the period between date of commencement to the date of permission for additional area granted by DMRC and prorated for reduced period of lease available.

4.1.4 Parking area if available and allotted to the Tenderer shall be charged @ 20% of the lease fee. The utility area shall be charged @ 50% of the lease fee. The area under mezzanine floor constructed by the Lessee shall be chargeable equal to the lease fee.

4.1.5 The chargeable areas (i.e. the Super built up area for which Lease Fee shall be charged) mentioned in the table provided at Clause 2.0 are areas as marked / delineated on plans provided under Annexure-6 and also include a loading in respect of the utility area located outside the delineated plans of the packages. As evident from the delineated plans, these areas mentioned in above table, apart from carpet area also include the area of balconies, refuge areas, common areas like staircase, lift lobby, ducts area etc. (the "**Common Area**"). The Lessee shall have no exclusive rights for using the Common Area which shall only be used for the intended purposes. The Common Areas shall not be allowed to be encroached or used for any other purpose and any encroachment of the Common Area shall be construed as breach of the Lease Agreement inviting action as applicable for breach of the same.

## 4.2 DMRC shall provide:

4.2.1 A bare shell structure with plain /concrete floors and walls and without internal finishes, on "as is where is basis".

4.2.2 Infrastructure provided by DMRC shall be as per terms and conditions indicated in Clause 4.12 herein below.

4.2.3 The Selected Tenderer can use the parking facility available/provided at the Project Site.

4.2.4 Signage and Advertisements:

a) The Lessee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage may be illuminated or non-illuminated at the Lessee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Lessee shall also need to obtain a written approval from DMRC before putting up any form of signage and DMRC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by DMRC. Signage should be used only for the business being run by the Lessee in the leased premises. In addition, the Lessee shall also be required standard materials as per standards prevalent in DMRC, for which he shall seek necessary approval from DMRC.

b) Space for 1 totem pole shall be provided by the DMRC without any additional lease fee at a suitable location. Totem pole will be provided on the Ground/ Concourse floor admeasuring 15 feet by 4 feet. The totem pole shall be backlit. The installation cost, electricity consumption charges, taxes etc. (if any) shall be borne by the Lessee.

c) No advertisement in any format shall be permitted on the outer surface of the Leased Space. However, the lessee shall be allowed to use interior of the leased spaces for display of advertisement only about the business / commodity being run / sold by the Lessee in the Leased space(s). In addition, advertisement area up-to 8' x 6' shall also be provided for each PD floor at designated places in the circulating area of station on charges @ half of the Lease fees.

d) The Lessee shall need to obtain a written approval from DMRC by way of a notice before putting up any form of signage/ advertisement within/outside their premises and DMRC reserves the right to refuse or to suggest an alternation to the same. The signage/ advertisement shape and location etc are subject to architectural controls to be issued by DMRC.

e) Placement of signage/ advertisement without the permission of DMRC or placement in non approved locations shall attract a penalty of Rs.5000/- per signage/ advertisement on the first occasion and Rs.50,000/- per signage/ advertisement on the second occasion. In case of persistence default, DMRC reserve the right to terminate

the agreement with forfeiture of the (interest free) security deposit and advance lease fee paid in its favour.

DMRC shall not unreasonably interfere with the signage/ advertisement plan. If DMRC is not satisfied and raises any objections, the lessee shall be required to appropriately amend/ modify his scheme within a reasonable timeframe and seek DMRC approval once again

**4.3 Works to be executed by Lessee:**

Lessee shall be required to execute all works as required for the commercial use in the Leased Space(s) without damaging any loads bearing / structural members and any services / utility etc. The works to be executed by Lessee shall include but shall not be limited to the following:

4.3.1 All internal finishing works including internal partitions, doors, flooring, plastering, painting, etc including refuse and breakout balcony.

4.3.2 Expansion joint treatment for all PD floors.

4.3.3 Toilets and pantry –

a) All the finishing works of toilets in PD area including internal partition, plastering, dado work, flooring, internal fixtures, plumbing and connection with outlet provided both for water supply and drainage at each floor.

b) Necessary arrangement for water purifier.

c) Distribution of water including installation of meters, storage and purification after taking all the approvals.

**Note**: The above list is only indicative and Tenderers are required to make their own assessment of the works needed as per their requirement.

**4.4 Activities Permitted**

4.4.1 Except for the activities banned by law or Govt. Regulations for usage of the Leased Space(s) and the activities banned vide Annexure 9 of this RFP, the Leased Space(s) can be used for the purpose of retail / organized commercial space (viz., Malls etc) / office space / Banks / educational institutes / hotel segment / restaurants etc. DMRC reserves the right to ensure that there is no violation of the same.

4.4.2 The Lessee shall ensure that the activities undertaken in Leased Space(s) neither interferes with metro activities nor causes any inconvenience to metro commuters. In case, the activities in Leased Space(s) are found to interfere / infringe with metro activities or commuter movement, DMRC reserves the right to advise Lessee not to undertake such activity any further at any stage during lease period. The decision of DMRC in this regard shall be final and binding upon the Lessee and Lessee shall not claim any loss or damages in this regard.

## 4.5 Period of 'Lease'

4.5.1 The lease period shall start from the date of execution of Lease Agreement between selected tenderer and DMRC which shall be executed within 15 days of the payment of Upfront fee and Security Deposit. The access to the Leased Space(s) shall be granted to the Selected Tenderer after completion of construction by DMRC within 30 months of the signing of Lease Agreement.

4.5.2 The lease granted under the lease Agreement shall be valid for a period of 45 (forty-five) years from the Commencement Date or earlier if the lease Agreement is terminated by the DMRC at its sole discretion. This period shall include the construction period of 30 months for construction of building by DMRC. However if the construction due to any unforeseen circumstances is not completed after 30 months of the execution of Lease Agreement, the Upfront amount paid by the lessee shall be refunded by DMRC without interest. No claims on anything extra other than the principal amount shall be entertained by DMRC in this regard.

4.5.3 After handing over of the premises and subsequent to expiry of Moratorium period, the Selected Tenderer shall be obliged to pay the Lease Fee and all other payments as per the terms of the RFP and Lease Agreement for the entire balance period of lease.

## 4.6 Moratorium Period

4.6.1 For carrying out the Fit-out Activities and finishing works etc. the Lessee would be permitted a Lease Fee free period up to **9 months (nine months)** from the date of signing of the Lease Agreement (hereinafter referred to as "**Moratorium Period**").

## 4.7 Right to Sub-Lease

4.7.1 The Lessee shall be entitled to sub-lease the built up space to any person or entity (the "**Sub-Lessee**"), only after adding the necessary structures and utility services. Further sub-leasing by a Sub-Lessee is not permitted.

4.7.2 The sub-lease shall however be for the use of the Leased Space(s), during the subsistence of the Lease Period only with a clear stipulation that all such sub-leases 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-Lessees, and further that such Sub-Lessee shall not have any claim or seek any compensation from DMRC for such termination.

4.7.3 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 Leased Space(s). 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 lease 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.

4.7.4 At any point of time, the Lessee shall not enter or cause any of its Sub-Lessees 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 Lessee in the first place. Any such act of the Lessee or Sub-Lessee(s) shall render the Lease Agreement liable for termination at the sole cost and expense of the Lessee.

## 4.8 End of the Lease Period

4.8.1 At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights of the Lessee under the Lease Agreement shall cease to have effect including its rights over the Leased Space(s), all the furniture and fixtures as well as other assets permanently attached to the Leased Space(s) without any obligation on DMRC to pay or adjust any consideration or other payment to the Lessee.

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

## 4.9 Approvals from DMRC

4.9.1 All communication in all matters regarding the approvals related to the Leased Space(s) 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 Leased Space(s).

4.9.2 The Lessee shall forward all requests, such as approval of plans etc. related to the Leased Space(s) to the nodal officer. Such requests, if completed in all manners, shall normally be approved / rejected by the DMRC within 30 days of the receipt of the request.

## 4.10 STATUTORY CLEARANCES

4.10.1 The Lessee shall be required to adhere to the building design, but there are no limitations on planning and subdivision of the interior floor space. 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 passenger related commercial development within the station box 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 said Leased Space(s) will be kept accessible and the Lessee shall not interfere or tamper with those installations at any time.

4.10.2 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.

4.10.3 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.

4.10.4 Procuring all the permissions/ leases etc. required from the statutory/ regulatory/ civic/police authorities concerned, to be able to use the Leased Space(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.

4.10.5 Fire fighting and other infrastructure so created within the Leased Space(s) must be integrated with that already provided /planned for MRTS station.

4.10.6 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.

## 4.11 ASSIGNABILITY & ENCUMBRANCES

4.11.1 Except for sub-leasing the use of the Leased Space(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.

4.11.2 Under no circumstance, shall the building or facilities constructed or installed at the Leased Space(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.

4.11.3 The lessee shall not allowed to monetize the lease area, facilities, constructions or installations therein, through Real Estate Investments Trusts (REITs)/Infrastructure Investment Trusts/etc/.

## 4.12 INFRASTRUCTURE SERVICES

4.12.1 The Internal distribution of electric power, air conditioning systems, fire fighting sprinklers, fire detection, advisable fire alarm panel etc. as per the norms required for the Lessee Space(s) shall be provided by the Lessee at his own cost. The Lessee shall be required to take prior approval from the respective departments of DMRC for the requirement and available infrastructure required like electricity, water for air conditioning etc. The lessee shall follow the “Fit-out Guidelines” issued by DMRC and comply with the same and its further amendments as issued from time to time.

4.12.2 The Lessee shall submit all plans / drawings and specification of material whatsoever including but not limited to internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of DMRC before start of any work/s inside the Leased Area. The DMRC reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations at the Project Site. All materials used including electrical materials should be fire resistant as per the standards prescribed by the DMRC and in this connection the approval of the DMRC must be taken before commencement of the installation.

4.12.3 The PD, civil, electrical and fire inspectors of the DMRC will have full and unfettered access to inspect and check the materials before and after the installation, and during the Lease Period. All instructions issued by them in this regard will be complied by lessee in

full and within time stipulated by the said inspectors. No claim or compensation will be sought by the Lessee on this account.

**4.12.4 Electric Supply:**

1. Power supply for built-up space shall be provided by DMRC, further LT transformation and distribution will be the responsibility of the successful tenderer, and monthly bills shall be raised for electricity charges. Charges shall be paid as per actual power consumption of the Independent Electric Meter in each area. The tariff and all terms and conditions will be as per the appropriate electric authority regulations as applicable from time to time
2. In case of bulk supply, the bill towards consumption charges shall be raised by DMRC at the tariff applicable for individuals. Delay in release of electricity charges shall attract interest @ 20%p.a.
3. DMRC has provided facility 100% DG Back-up for the building, charges for the same as decided by maintenance agency and approved by DMRC shall be reflected in the electricity bill.
4. The building is centrally Air-Conditioned; the electricity/water charges for the same shall be reflected in the electricity/water bills.
5. Electricity/Water consumption charges for common areas including common area air-conditioning, common area lighting, lifts, etc. shall be adjusted on pro-rata basis of the leased area and shall be reflected in the electricity bill.
6. The common area's electricity consumptions for services like lightings, elevators, pumps etc. shall be apportioned pro-rata to the space occupied by the Licensee. The electricity consumption charges through the generator sets will also be charged pro-rata at the rates to be fixed by DMRC.

4.12.5 Water Supply:

The Water supply will be arranged by DMRC and provided at one point inside each Leased Area. All the plumbing work for flushing & domestic requirement including connections from Municipal line to underground water tank, from underground tank to overhead water tank and subsequently from overhead water tank to each PD floor at one point for each package shall be provided by DMRC. The Lessee will have to make its own arrangements for distribution of water including the installation of meters, storage and purification at its own cost after taking all the necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the Lessee at its own costs and in this connection it shall follow all the directives as may be issued by the authorized representative of the DMRC.

4.12.6 All user charges in connection with usage /consumption of water will have to be paid as per prevailing rates for such purposes/as decided by DMRC.

4.12.7 Fire Fighting Arrangements

i) All equipments, pumps & common piping etc required to be installed outside Leased Area for firefighting arrangements will be provided by DMRC up-to one point in each Leased Area, from where the Lessee will take the tap off & make further arrangement inside leased areas for fire fighting.

ii) Inside the Leased Area, all fire fighting arrangements, including the fire alarm & detection system for above & below false ceiling shall have to be provided by the Lessee and integrated in seamless manner with the DMRC system. Such fire-fighting arrangements would conform to the National Building Code, relevant Building Byelaws/ IS Codes, Fire Safety (Fire Prevention) Rules & any other instructions issued by DMRC in this regard.

iii) Only after certification by the fire officer / authorized representative of the DMRC, shall the Lessee be permitted to occupy and use the Leased Space(s) for commercial purposes. The fire clearance before & after installment of fire detection/ fire fighting system, shall be obtained by Lessee for the area developed by them.

iv) The DMRC reserves the right to inspect the Leased Space(s) at any time during the Lease Period in connection with fire fighting readiness. DMRC may also issue directives in this regard, which shall have to be adhered to and complied by Lessee. Any additional works as may be indicated on this account will also be carried out by the Lessee at its own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by the DMRC.

4.12.8 The Lessee shall ensure that all relevant approvals / NOC for different commercial activities are obtained by him from respective departments. He shall also ensure:

i) Maintenance of its fire equipments in good condition at all times.

ii) Availability of trained staff round the clock at PD premises.

iii) No additions/ alterations are done without the prior approval of competent authority of the DMRC.

iv) Record of periodic check of fire equipments and installation is maintained as per relevant code of practice.

v) Deviation if any may be brought to the notice of the DMRC on account of its being the controlling authority.

4.12.9 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 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 malfunctioning of the fire system in case of any fire emergency within the Leased Area.

4.12.10 The Lessee shall provide unfettered access to the authorized representative of the DMRC and its operation staff for the purpose of carrying out maintenance works if any inside the Leased Area at all times during the Lease Period. The Lessee will not make any claims for damages, or seek any compensation on this account from DMRC.

## 4.13 Parking & space for chiller plant etc.

4.13.1 Parking for general is available at the station which can be used on pay and use basis by the lessee. However, exclusive parking if available can be provided by DMRC on payment as per Clause 4.1.4 of the RFP.

4.13.2 E&M equipments, lifts, escalators, chiller plant, HVAC system, fire fighting arrangement etc. shall have to be provided by the Lessee as per the requirement, at its own cost. The Lessee shall be allowed to establish a control room and a chiller plant at a designated space suggested by the DMRC. The rental of the space allotted for this purpose shall be charged at half of the rental per month.

## 4.14 Works

In case where infrastructure facilities as required to be provided by DMRC are not available and provision of the same is likely to be delayed, DMRC may permit the Lessee to execute those infrastructure works in full or in part on behalf of DMRC. The specifications and rates of these works shall be agreed upon between DMRC and the lessee in writing. During execution, works shall be inspected by authorized representative of DRMC to ensure their execution as per prescribed specifications. The amount payable to Lessee for execution of above mentioned infrastructure works, shall after their successful execution shall be adjusted against bills raised on them for payment of recurring charges.

The adjustment of amount payable to the Lessee against payment for infrastructure works executed by him may also be made in part to facilitate his cash flow without prejudice to adjustment of the final amount to be reckoned after completion of works.

## 4.15 PAYMENTS TO DMRC

4.15.1 In lieu of the rights granted to the Lessee for the Leased Space(s), the Lessee shall make payments to DMRC in following manner:

**a) Part A: Fixed Upfront Fee, (Non Refundable and Non Negotiable) for each Retail Space:**

| Location | Total Area (Sq. m.) | Fixed Upfront Fee (Rs in Cr)* |
|---|---|---|
| **Ground Floor (Package-1)** | **5213** | **120 lakhs +** *plus Service Tax as applicable* |

The Fixed Upfront Fee shall be payable within 30 days of issue of LOA.

**b) Part B: Advance Lease Fee**

In addition to any outstanding dues over the Lessee, it shall make advance payments for Lease Fee on quarterly basis to the DMRC at the rate quoted in its Financial Tender (Refer to the format given in Annexure 4 of Section 4) 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 Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The 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[1] X 3)

**c)** Service tax as applicable will be borne solely by the Lessee.

**d)** All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra from the Lessee and shall have to be remitted along with the Lease Fee for onward remittance to the Government. Property tax of the leased area and stamp duty shall be borne by Developer. The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.

4.15.2 Apart from the area mentioned, the additional area on terrace and the ground floor or elsewhere (to the extent available and provided subject to technical feasibility) for the installation of utilities and services such as water tanks, AC plants, Generators, etc. will be charged at half the pro rata rate of Lease Fee. The Lessee shall accept the entire area made available for utilities and services by the DMRC against written request from the former. No part payment or installments will be allowed in this regard.

[1] Suppose NN is the amount quoted by the Successful Tenderer on per square meter per month basis

4.15.3 The construction and use of mezzanine area shall also be charged at the rate of Lease Fee from the date of commencement of commercial operations or 60 days from the date of approval by DMRC for construction of mezzanine floor whichever is earlier.

4.15.4 The Lease Fee referred to above in 4.15.1 (b), 4.15.2 and 4.15.3 shall be escalated at the rate of 20% after gap of every three years from the day falling after the date of commencement (i.e. if "R" is the quoted lease fees then applicable lease rate after three years shall be 1.2*R and after next three years it shall be 1.2*1.2*R and after next three years it shall be 1.2*1.2*1.2*R and so on).

4.15.5 The Lease Fee in Clause 4.15.1(b) for the Leased Space(s) shall become payable from the day after the date of end of the Moratorium Period.

4.15.6 The maintenance of leased space and for their utilities shall be carried out by the lessee themselves at their own cost.

4.15.7 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 Lease Fee and maintenance fee shall be counted from the commencement date.

4.15.8 The Lessee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.

4.15.9 Over and above the Lease Fee, the Lessee shall also pay all charges for the energy, water and other utility services to the extent provided at the Leased Area by the DMRC.

4.15.10 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 Lease Fee shall be treated as 'Lessee Events of Default'. In such an eventuality the DMRC retains the right to en-cash the Security Deposit and claim damages from the Lessee and even terminate the Lease Agreement as mentioned in the 'Security Deposit' Clause of the Draft Lease Agreement. In cases of termination of lease agreement, DMRC shall have the exclusive rights to disconnect water supply, electricity, sewerage connection to the leased area and also start process for eviction of Lessee from DMRC property.

4.15.11 In the event of default of Lessee in making payments of upfront premium, Lessee fee, maintenance charges (as applicable), charges for electric supply, air conditioning charges, taxes or any other dues towards DMRC in prescribed time, DMRC shall be entitled to discontinue / disconnect the service of electricity /air conditioning / water / sewer etc in

leased premises and debar the Lessee from availing use of common areas / facilities (viz., use of stair case / lifts, etc). Apart from the said rights as stated, DMRC shall also have the rights including but not limited to restrict the access of Lessee in leased premises and recover all dues along with interest.

4.16 **Extension of Date of Commencement / Moratorium Period / Lessee 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 Space(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.

# SECTION 5

# (ANNEXURES)

**Formats for Submission**
**Annexure 1**
**Letter of Application**

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

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

**Sub: RFP for Property Development at Haiderpur Badli Mor MRTS Station-Package-I.**

Sir,

1. Being duly authorized to represent and act for and on behalf of...…….(hereinafter referred to as the "Tenderer"), and having studied and fully understood all the information provided in the Tender Document, the undersigned hereby applies as a Tenderer for **Property Development at Haiderpur Badli Mor MRTS Station Package-I (hereinafter referred to as "Project") on Lease basis**, according to the terms & conditions provided by DMRC.

2. Our Technical & Financial Tender as per the requisite formats along with the supporting documents, duly filled and signed are uploaded online on https://eproure.gov.in/eprocure/app as specified.

3. 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".

4. 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 Tenderer.

5. DMRC and its authorized representatives may contact the following persons for any further information:

   Name of the person (s): ……
   Address: ……..
   Phone: ……..…... Fax: …….

6. This application is made with full understanding that:

   (a) Tenders will be subject to verification of all information submitted at the time of Tendering.

   (b) DMRC reserves the right to reject or accept any Tender, cancel the Tendering process, and / or reject all Tenders.

   (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the Tenderer of the same.

7. 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.

8. 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 Tender. We have also visited the Project Site for the assessment and have made our own due diligence and assessment regarding the Project.

9. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

10. 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 Tender Documents. We hereby agree to aTendere by and fulfill all the terms, conditions and provisions of the aforesaid documents.

11. This application is made with the full understanding that the validity of Tenders submitted by us will be subject to verification of all information, terms and conditions submitted at the time of Tendering 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 tender security.

Authorised signatory Date:
Name and seal of Tenderer Place:

**Encl:**

1) The tender security/s as specified in Clause 3.10 for (Rupees _____ only) and/or _____/- (Rupees _____ only) in the form of Demand Draft/Pay Order/ BG bearing No. _____drawn upon _____ (bank) dated _____. (Details of each tender security for Multiple Packages).

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**
**General Information of the Tenderer**

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

1. Details of individual(s) who will serve as the point of contact / communication for DMRC within the Company:

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

2. In case of Consortium:

   a. The information above (1 & 2) should be provided for all the members of the consortium.
   b. Information regarding role of each member should be provided:

| Sl. No. | Name of Member | Proportion of Equity to be held in the Consortium | Role* |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

* Specify whether Lead Member / Ordinary Member

Signed
(Name of the Authorized Signatory)
For and on behalf of
(Name of the Tenderer)
Designation

Place:
Date:

*Note: Please also upload Memorandum of Association and Article of Association (For all members in case of JV/Consortium).*

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

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

| S.N. | Description | Financial Data for Latest Last 3 Years (Indian Rupees) | | |
|---|---|---|---|---|
| | | 2013-14 | 2014-15 | 2015-16 |
| 1. | Total Assets | | | |
| 2. | Total External Liabilities | | | |
| 3. | Net Worth [= 1 - 2] | | | |
| 4. | 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 Tenderer, 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 '2' 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 Tenderer)
Designation
Place:

Signature of CA/ Statutory Auditors
(with seal & registration no.)

Date:

**Annexure 4**

**Format for Financial Proposal- Property Development at Haiderpur Badli Mor MRTS Station-Package-I**

(To be submitted and signed by the Tenderer's authorised signatory **with the quoted recurring payment.)**

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

Sub: "RFP for Property Development **at Haiderpur Badli Mor MRTS Station of Line-2 Package-I** ("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. Upfront Fee of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs Only) + (Service tax extra) for Package-I in the form of Pay Order/Cheque/Demand Draft.
   - ❖ Please tick in the boxes where interested.

2. Monthly Lease Fee at Rs. _____per square meter (**in figures**) Rupees_____ _____ (**in words**) for Package-I for a Lease Period of 15years.

3. We also agree to pay at half the rate of License Fee quoted in item 2 above, for the additional area only for utilities equipment and services & full rate of License Fee for mezzanine floor area, which may be requested by us and made available by DMRC subject to availability/feasibility.

4. Escalated Lease Fee in items 2 & 3 above, as per Clause 4.15.4 of Section 4 of RFP document.

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 Space(s) by DMRC.

6. In an event, we are the selected Tenderer, any failure to deposit Upfront Fee and Security Deposit within 30 days **from the issue of LOA** would entitle the DMRC to forfeit the EMD.

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 Tender will be rejected & EMD will be forfeited.

7. 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 spaces, 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 Date:
Name and seal of Tenderer 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 Tenderer/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 "Tenderer/Consortium Member") and I am duly authorised by the Board of Directors of the Tenderer/Consortium Member to swear and depose this Affidavit on behalf of the Tenderer/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 Haiderpur Badli Mor MRTS Station of Line-2 Package-1 (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 Tender and as may be deemed necessary by DMRC.

3. 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 Tendering 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…….……..,2016.

**DEPONENT**

# ANNEXURE 6
# SITE PLANS AND AREA BREAKUP STATEMENT

Site plan may be collected from the office of Executive Director/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001**.**

# 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 ____, 2016.

**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 Tenders for the "**Property Development at Haiderpur Badli Mor MRTS Station of Line-2**

**Package-I ("Project")** on Lease basis, in terms of the Tender documents issued for the said purpose and the eligibility conditions required that the Tenderers Tendering for the same should meet the conditions stipulated by DMRC for participating in the Tender by the Consortium for executing the Project for which the Tender has been floated by DMRC.

AND WHEREAS in terms of the Tender Documents the Parties jointly satisfy the eligibility criteria laid down for a Tenderer for participating in the Tender 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 Tender 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 Tender 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 Tender process for "the "**Property Development at Old Haiderpur Badli Mor MRTS Station of Line-2 Package-1 (**" in terms of the Tender invited by Delhi Metro Rail Corporation Ltd., (DMRC).

2. That the Parties have represented and assured each other that they shall aTendere by and be bound by the terms and conditions stipulated in the Tender 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 Tenderer in the Tender 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 Tenderer, to participate in the Tender for the said Tender 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 Tender as well as doing all other acts and things necessary for submission of Tender Documents such as Tender Application Form etc., Mandatory Information, Financial Tender, 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 Tender 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 Tender 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 Tender 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 Tender 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 Tender 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

# ANNEXURE 9

## LIST OF USAGES BANNED

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.

2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.

3. Storage of sale of tobacco and tobacco products.

4. Coal based cooking is strictly prohibited. Gas Based Cooking shall also be permitted as per DMRC's extant Policy / guidelines.

## 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 **Contract Property Development at Haiderpur Badli Mor MRTS Station of Line-2** Package--1 (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 3.11 of Section III).

   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 3.21.7 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 3.12 of the "RFP document" and/or

ii. fails or refuses to enter into a Contract within the time limit specified in Clause 3.29 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**
**Authorized Official of the Bank**

**Signature of Witness**

Name : ……..…….

Address : …….

Name of Official ……..

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 3.6.5 of Section-III)**

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 Tender document)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal https://eproure.gov.in/eprocure/app. We confirm that we have gone through the Tender documents, addendums and clarifications for this work placed upto the date of opening of Tenders on the e-tendering portal [https://eproure.gov.in/eprocure/app]. We confirm that we have considered for these in our tender submission and our financial Tender. We also confirm our unconditional acceptance to all the terms and conditions of tender document (RFP Tender document).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY