

## 2.0 NOTICE INVITING BIDS

### CONTRACT CPD-39

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

The Development Rights for the Project above Phase-III Netaji Subhash Place Metro Station is proposed to be given on lease basis through this bidding process on “**as is where is basis**” for **50 (fifty)** years from commencement date. The site is demarcated in the plans placed as Annexure – 6 of this document, as per details below:

Location	Floor Area (Sqm.)
Property Development area on the station box of DMRC's Phase-III Netaji Subhash Place Metro Station  (To design, finance, construct, sub-let, operate, manage and maintain the area on Development Rights)	18,452 sqm

### 2.2 Deemed Knowledge and Disclaimer:-

- 2.2.1 DMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the Project Site to examine its precincts and the surroundings at the Bidder's own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.
- 2.2.2 The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc. existing in the Site and shall not claim for any change on the Project Site after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that DMRC has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.

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

**2.3 Salient features of Bidding Process:**

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

Start of sale of RFP Document to Bidders	From 12.01.2017 to 23.02.2017 (upto 15:00 hrs.) on e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
Cost of RFP Bid Document (Non-refundable)	INR 21,000/- (inclusive of 5% DVAT) Non-Refundable (Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.) Cost of tender documents i.e. D.D./Banker's cheque, in original, shall be accepted only upto 15:00 hours on 23.02.2017 in the office of Executive Director/Contracts at below mentioned address.
Validity of Tender Security in case of BG	20.10.2017
Pre-Bid Meeting	25.01.2017 at 11.00 hrs
Last date of receiving queries	27.01.2017 (upto 17:00 Hrs.) (Queries from bidders after due date shall not be acknowledged)
DMRC's response to queries by	06.02.2017
Tender Submission Start Date & Time	10.02.2017 from 09:00 Hrs
Tender Submission End Date & Time	23.02.2017 upto 15:00 Hrs.
Date & time of opening of Tender (Technical Bid)	24.02.2017 at 15:00 Hrs.

Authority and place for submission of RFP Bid Document cost and seeking clarifications	<b>Executive Director/Contracts,</b> Delhi Metro Rail Corporation, 5 <sup>th</sup> floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 Tel. No. 011-23417910-12 Fax.No. 011-23415838/ 23417908
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d) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

<b>Stage of Activity</b>	<b>Time Period</b>
Payment of 1 <sup>st</sup> installment of Upfront Lease Fee and Security Deposit	Within 30 days of issue of Letter of Acceptance.
Signing of Lease Agreement (Commencement Date)	Within 7 days after payment of Upfront Lease Fee and Security Deposit.
Handing over of Site	Within 180 days of the signing of lease agreement
Payment of 2 <sup>nd</sup> remaining installment of Upfront fee	Within 36 months of date of signing of lease agreement i.e. before the expiry of construction and fit out period (moratorium period)
Payment of Annual Lease Fee to DMRC by Developer.	On quarterly basis, within 7 days of the commencement of quarter in advance, after end of moratorium period.  Delay in payments shall attract interest @ 20 % per annum on outstanding balance on due date  The quarterly recurring payments for the area leased on concourse floor shall commence after 12 months (1 year) from the commencement date.  The quarterly recurring payments for the complete leased area shall commence after 36 months (3 years) from the commencement date.