



RFP DOCUMENT

REQUEST FOR PROPOSAL (RFP)

FOR

**COMMERCIAL UTILIZATION OF 7615 SQM LAND
PARCEL AT FARIDABAD, SECTOR 20B**

(CPD 40R)

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



DISCLAIMER

This request for proposal (“**RFP Document**”) for “Commercial Development of 7615 Sqm (approx) land parcel at Faridabad Sector 20B” contains brief information about the Project, qualification requirements and the selection process for the successful Bidder. The purpose of this RFP Document is to provide interested parties (“**Bidder(s)**”) with information in order to assist them in formulation of their bid application (the “**Bid**”).

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

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

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

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

Intimation of discrepancies in the RFP document, if any, should be given to the office of the DMRC, immediately by the Bidders. If DMRC receives no written communication, it shall be



deemed that the Bidders are satisfied that the RFP Document and the Information provided hereunder is complete in all respects. In particular, DMRC shall not be responsible /liable for any latent or evident defect in character of the Project land/ Project including but not limiting to the following:

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

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

This RFP Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder in the format broadly set out herein. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document.

DMRC, its employees and advisors makes no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP Document and any assessment, assumption, statement or Information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Stage.

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



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 Document.

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

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

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



Contents

S.No.	<u>Content</u>	<u>Page No.</u>
1.	Project Background	6
2	Notice Inviting Bid	9
3	Regulation of bids and Lease Agreement	16
4	General Conditions of Lease Agreement	39
5	Annexures	48



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 so as to raise additional capital for part finance the Delhi Mass Rapid Transit System (MRTS) Project
- 1.1.2. In above endeavour, DMRC has been sanctioned by Ministry of Urban Development vide order dated September 13, 2011 for the extension of Delhi Metro from Badarpur in Delhi to YMCA Chowk in Faridabad (Haryana) over a route of length 13.875 km. For the purpose, the land belonging to Government of Haryana has been provided to DMRC free of cost. Pursuant to the order, a land parcel measuring 8633 Sqm. at Faridabad, Sector - 20B proposed to be developed for commercial purposes has been allotted by HUDA to DMRC. Out of this 7615.3 Sqm plot is available for property development. **The total floor area** Aas per HUDA TOD norms applicable FAR **Area** (@3.5of plot area) is 26653 Sqm.
- 1.1.3. DMRC has obtained the abovementioned land parcel from Haryana Urban Development Authority (HUDA) as per allotment letter (Form-C of HUDA), dated 10/11/2014 for its utilization for Commercial Development (MRTS Property Development). Through this RFP Document, DMRC intends to select a 'lessee' to take up on 'Lease basis', the land parcel available for MRTS Property Development. It is envisaged to transfer leasehold and/or license rights to a selected developer /Bidder for a period of 50 (Fifty) years from the date of issue of Letter of Award (LOA) to utilize the land parcel for commercial purposes making use of available ground coverage and floor area as permitted under Transit Oriented Development (TOD) Policy.
- 1.1.4. The Project will comprise of retail and commercial office / hotel or any other commercial activity permitted by HUDA, which is proposed to be leased out for specified purposes as directed by DMRC. Being located in commercial sector of Faridabad, the Project site has an excellent opportunity to become important commercial hub within the locality. With separate access being available for the commercial areas and parking space, prominent



and spacious frontage, and a captive commuter base, the land parcel will present unique opportunities for retailers and real estate developers.

- 1.1.5. DMRC proposes to carryout MRTS Property Development on the land parcel through a developer/Bidder for this tender. The Project site is being offered on “as is where is basis”. As per TOD Policy, applicable planning parameters and norms for development of land parcel are as under:

S. NO.	Parameter	As per TOD Policy
1.	Plot Area	7615 sq.m
2.	Ground Coverage	40%
3.	Effective Ground Coverage	3,046 sq. m
4.	FAR	3.50
5.	<u>Total Floor Area</u>	26653 sq. m
6.	Height Restrictions	As per AAI Norms
7.	Parking Norm	1 ECU per 50 sq. m

- 1.1.6. An indicative sketch of the site is placed at Annexure-6.

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



SECTION 2 NOTICE INVITING BIDS (CPD-40R)

2. NOTICE INVITING BIDS

- 2.1. DMRC invites sealed Bids from eligible participants as per the eligibility criteria set out under Clause 3.5 of this RFP Document (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 commercial utilization and property development of the Project site.

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

Project Site	Plot Area (Sqm.)
Faridabad, Sector 20B	7615 Sqm. <u>Total FAR as per TOD = 26653 Sqm</u>

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 Project 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.

2.2.4. Salient features of Bidding Process:

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

Start of sale of RFP Document to Bidders	From 11.08.2017 to 21.09.2017 (upto 15:00 hrs.) on e-tendering website https://eprocure.gov.in/eprocure/app
Cost of RFP Bid Document (Non-refundable)	INR 21000/- 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 1500 hours on 21.09.2017 in the office of GM/Contracts at below mentioned address.
Validity of Tender Security in case of BG	18.05.2018
Last date of receiving queries	24.08.2017 (upto 17:00 Hrs.) (Queries from bidders after due date shall not be acknowledged)
Pre-Bid Meeting	25.08.2017 at 11:00 hrs
DMRC's response to queries by	05.09.2017



Tender Submission Start Date & Time	06.09.2017 from 09:00 Hrs
Tender Submission End Date & Time	21.09.2017 upto 15:00 Hrs.
Date & time of opening of Tender (Technical Bid)	22.09.2017 at 15:00 Hrs.
Authority and place for submission of RFP Bid Document cost and seeking clarifications & Pre Bid meeting	GM/Contracts, Delhi Metro Rail Corporation, 5 th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 Tel. No. 011-23417910-12 Fax.No. 011-23415838/ 23417908

e) Schedule of Various Stages: The Bidder shall follow the following time lines:

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

f) Payment schedule in case of payment of the Upfront Lease Fee in installments:

- Upfront payment of [25 % of the Upfront Lease Fee within 30 days of the issuance of LOA
- 75 % of the Upfront Lease Fee within 90 days from the date of issue of LOA.

2.3 The bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> for updates. The Letter of Acceptance to the successful bidder shall be uploaded on procurement portal which can be downloaded by the successful bidder. For any complaints tenderers may contact CVO DMRC at 1st floor A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001, Tel:011-23418406, Email: cvodmrc@gmail.com.



Instructions for Online Bid Submission:

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

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

REGISTRATION

- 1) Bidders 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 bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders 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 bidders 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 bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder 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 bidders 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 bidders 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 bidders 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 bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder 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 BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid 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 bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid 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 bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders 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 bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.



- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder 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 bid 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 bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid 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 bidders. Bidders 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 bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders 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 bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid 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/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 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 bid 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: [cphp-nic\[at\]nic\[dot\]in](mailto:cphp-nic[at]nic[dot]in)



SECTION 3
REGULATION OF BIDS
AND
LEASE AGREEMENT



3. Regulation of Bids and Lease Agreement

3.1. GENERAL

- 3.1.1. DMRC invites Bids from eligible Bidders in terms of eligibility criteria as specified in this RFP Document for granting right on the Project site for property development including right to construct, operate, manage and maintain the subject land along with construction of building.
- 3.1.2. The information submitted in the RFP document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this RFP Document.
- 3.1.3. From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this RFP document, the Project site shall be offered to the Bidder on the basis of the Lease Fee quoted by the Bidder.
- 3.1.4. The intending Bidder must read the terms and conditions carefully.
- 3.1.5. Information and instructions for bidders posted on website shall form part of tender documents.
- 3.1.6. The Request for Proposal Document (RFP Document) can be seen and downloaded from website <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 bidders are advised to contact on 011-23417910.
- 3.1.7. RFP Document can only be submitted after uploading the mandatory scanned documents towards cost of Bid Documents such as Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and towards Tender Security such as Bank Guarantee or Demand Draft or Pay Order or Banker's Cheque from a Scheduled commercial bank based in India and other documents as stated under **Clause 3.15 of RFP Document**.
- 3.1.8. Those bidders who are not registered on the website mentioned above shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process' as per details available on the website.



3.1.9. The authorized signatory of intending Bidder as per Power of Attorney (POA) must have valid **Class-III/II** digital signature. The complete RFP Document shall only be uploaded using **Class-III/II** digital signature of the authorized signatory.

3.1.10. On opening date, the Bidder can login and see the tender opening process. After opening of tenders they will receive the competitor bid sheets.

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

3.1.12. Bidder must ensure to quote in the financial proposal.

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

3.2. DOWNLOADED RFP DOCUMENTS

3.2.1. The complete RFP Document can be downloaded from the website of DMRC i.e. <https://eprocure.gov.in/eprocure/app> and a non-refundable fee Rs.21000/- towards the cost of the Bid document shall be submitted upto the date and time specified in NIT in the office of General Manager/Contracts, failing which the Bid shall be rejected outrightly. No tampering, alteration or changing of the contents of the Bid documents is permissible. The DMRC shall not be responsible for any printing error while downloading the documents.

3.2.2. The bidders are required to download the plans of the Leased Space(s) from the bid documents uploaded on the e-tendering portal <https://eprocure.gov.in/eprocure/app> and place the same as Annexure-6. The bidders hereby agree 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. QUERIES IN RFP AND AMENDMENTS

3.3.1. Bidders may upload their queries, if any, on <https://eprocure.gov.in/eprocure/app> not later than the date specified under the bid schedule under the schedule of bidding process in Clause 2.2.4 C of Section-2 of this RFP Document. DMRC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process, however, no queries received after prescribed date shall be entertained by the DMRC.



- 3.3.2. At any time prior to the Proposal Due Date, the DMRC may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document through the issuance of an addendum. This shall be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> and shall be binding upon all the bidders.
- 3.3.3. In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the DMRC may, at its discretion, extend the Proposal Due Date.
- 3.3.4. The Response to queries/ addendums (if any) will also be uploaded on <https://eprocure.gov.in/eprocure/app> and the Bidders are advised to keep a regular check on the website for any such updates.

3.4. **PRE-BID MEETING**

- 3.4.1. DMRC shall conduct a pre-bid meeting on the date and location specified under the schedule of bidding process in Section-2 of this RFP Document for the purpose of providing clarification and answering the queries of the prospective Bidders.
- 3.4.2. The Bidder is requested to submit any question in writing or by facsimile, to reach the Employer DMRC not later than the last date of seeking clarification as mentioned in key details of NIT.
- 3.4.3. The text of the questions raised by all the bidder and the responses given will be transmitted without delay to all purchasers of the RFP Documents. Any modification of the RFP Document which may become necessary as a result of the Pre-Bid Conference shall be made by the DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.
- 3.4.4. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

3.5. **ELIGIBILITY CRITERIA**

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

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



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

3.5.2 i) TECHNICAL CAPABILITY

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

- (i) One similar project having built up area not less than 80% of 26653 Sqm Built Up Area; **or**
- (ii) Two similar projects each having built up area not less than 50% of the 26653 Sqm Built Up Area; **or**
- (iii) Three similar projects each having built up area not less than 40% of 26653 Sqm Built Up Area.

Provided that:

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

II) FINANCIAL CAPABILITY

A Bidder should have a minimum positive net worth of Rs. **6,50,00,000 (Rupees Six Crore Fifty Lakhs Only)** in FY **2016-17**. In case of a Consortium, the net worth will be based on the percentage participation of each member of the Consortium.

Example:

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

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



The minimum average annual turnover of a Bidder should be Rs. **6,50,00,000 (Rupees Six Crore Fifty Lakhs only)** for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year **2014-15**. 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:

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

Provided in case where M or N is less than 26%, then the same shall be = 0.

Notes:

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

3.5.3 EXPLANATIONS FOR THE PURPOSE OF TECHNICAL QUALIFICATION

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

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

- (i) In case of a Company, Net worth = (Paid up Share Capital) + (Reserves and Surpluses) - (Revaluation of Reserves) – (Intangible Assets, Miscellaneous expenditure to the extent not written off, Accumulated Losses).
- (ii) Any other asset/liability appearing in the Balance sheet and contingent liabilities affecting the Net worth shall be computed by DMRC to compute the net worth.



- (iii) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm.
- (iv) If an Individual Investor or Partnership Firm or Group / Associated Companies are proposing to invest in the project company, then such investors shall be approved to the satisfaction of DMRC.
- (v) Individual Net worth statement certified by a Chartered Accountant and in the case of companies, by the statutory auditor shall be required at an appropriate stage for the purpose of calculating the net-worth of investors for the project company to demonstrate their financial capabilities.

3.5.3.2 The Bidder shall submit the audited annual reports of last three years i.e. 2014-15, 2015-16 and 2016-17 as per Annexure 3. In case of a Consortium, the audited annual reports of each relevant member of the Consortium, for last three years shall be submitted. If audited annual report for 2016-17 is not yet ready then the Bidder is required to submit reports for 2013-2014, 2014-15, and 2015-16 along with an affidavit certifying that balance sheet for last year 2016-17 has not been audited so far.

3.5.4 ELIGIBILITY FOR A CONSORTIUM

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

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

3.5.5 Any DMRC/ Any Central / State government department or public sector undertaking/ other government entity or local body must not have banned business with the Bidder (including individual members in case of Consortium) as on the date of Bid submission. Also no work of the Bidder must have been rescinded/ terminated by DMRC/ any central or State Govt. Department/ Public Sector Undertaking/ Other Govt. entity or local



body after award of contract during last 3 years (from the last day of the previous month of tender submission) due to non-performance of the Bid. The Bidder should submit undertaking to this effect in Form of Tender.

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

3.5.7 NON SUBSTANTIAL PARTNERS IN CASE OF CONSORTIUM

a. Lead Member of the Consortium must have a minimum of 51% participation in the Consortium.

b. Members having less than **26 % participation will be termed as non-substantial partner and will not be considered for evaluation** which means that their technical and financial soundness shall not be considered for evaluation of JV/Consortium.

c. In case of Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

3.6 BID BY A CONSORTIUM OF FIRMS/COMPANIES OR OTHER ENTITIES

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

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

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

Formation of SPC

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



allowed at any time during the subsistence of the Lease Agreement.

- 3.6.4 A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the same site / site, all Bids of which it is a part shall be summarily rejected.
- 3.6.5 All members of the Consortium shall be jointly and severally liable for the execution of the Project during Lease Period in accordance with the terms of the Lease Agreement.
- 3.6.6 RFP submitted by a firm or Consortium must comply with the following requirements:
- The RFP shall include all the information required for each member of Consortium separately.
 - The covering letter (Letter of application as per [Annexure-1] of Section 5) must be signed by the Lead Member only in the prescribed format..
 - The members of Consortium must clearly spell out their respective roles in the Consortium in the prescribed format in Annexure 7 only.
- 3.6.7 If the Selected Bidder is a Consortium, the Agreement shall be signed with the SPC incorporated by such Consortium. However, all members of the Consortium shall be liable jointly and severally, for the execution of the Project in accordance with the terms of the Agreement.

3.7 CHANGE IN COMPOSITION AND EQUITY PARTICIPATION OF THE CONSORTIUM

- 3.7.1 After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid which affects the minimum shareholding requirement of members of the Consortium to decline below the required percentage as provided under Clause 3.6.3 hereinabove till the completion of the Lease Period.
- 3.7.2 Any change proposed in the equity shareholding pattern of the Consortium in the Special Purpose Company during the Lease Period, within the prescribed limits as mentioned in clause 3.6.3, shall require prior written approval of DMRC. As and when SPC is created and entrusted with the task of implementing the Project, the constitutional documents of the SPC and the Board resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to DMRC.

3.8 CONFLICT OF INTEREST

- 3.8.1 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any Bidder found to have such a Conflict of Interest shall be



disqualified. In the event of disqualification, DMRC shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to DMRC for, *inter alia*, the time, cost and effort of the DMRC, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the DMRC hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

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

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

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used shall include each Member of such Consortium. For purposes of this RFP Document, Associate means, in relation to the Bidder/ members of Consortium, a person who controls, is controlled by, or is under the common control with such Bidder/ member of Consortium (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3.9 LANGUAGE AND CURRENCY

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



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

3.10 TENDER SECURITY (EMD)

3.10.1 The Bidder shall submit a Tender Security **Rs.13,00,000/-** (Rupees Thirteen Lakhs Only); in any one of the following forms in the office of the [General Manager/Contracts] before the dead line of tender submission as specified in NIT. Also the scanned copy of the same should be uploaded along with the bids.

- i. 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 document.
- ii. 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,
- iii. 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 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 the date as specified in NIT under schedule of bidding process mentioned in section 2.

The Tender Security shall be submitted in a sealed envelope clearly marked on top **“Contract CPD-40R: Tender Security for Property Development at Faridabad, Sector 20B”**.

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

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

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



3.10.5 The Tender Security / EMD shall however be forfeited in the following cases:

- a) if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period;
- b) if the Selected Bidder fails to make the payments (as per [Clause 4.9]) within the time specified in this RFP, or any extension thereof granted by DMRC;
- c) If the selected Bidder refuses or neglects to execute the Lease Agreement or fails to furnish the required Security Deposit within the time specified or extended by DMRC;
- d) If the Bidder does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP;
- e) In case of breach of the terms of this RFP Document.

3.11 SECURITY DEPOSIT

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

The Bank Guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's Bank through SFMS. The details of Employer's (DMRC's) Bank are as under:

ICICI BANK LTD.

9A, Phelps Building, Connaught Place, New Delhi-110001,

IFSC Code: ICIC0000007

The bank guarantee issued on the SFMS platform shall only be acceptable to DMRC.



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

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

3.11.4 Until such time the Security Deposit is provided by the Bidder pursuant hereto and the same comes into effect, the TENDER SECURITY shall remain in force and effect, and upon such provision of the Security Deposit pursuant hereto, DMRC shall release the TENDER SECURITY to the Bidder.

3.12 PROPOSAL PREPARATION COST

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

3.13 VALIDITY OF OFFER

3.13.1 The Proposal shall remain valid for a period not less than [one hundred eighty (180) days] from the Bid Due Date ("**Proposal Validity Period**" or "**Bid Validity Period**"). DMRC reserves the right to reject any Bid that does not meet its requirement. DMRC may however request the Bidders to extend the validity of their Bids for a specified additional period.

3.13.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its EMD for the relevant period of extension.

3.13.3 The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Lease Agreement.

3.14 PREPARATION AND SUBMISSION OF PROPOSAL

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

3.14.1 The completed Bids shall be accepted only up to the date and time as specified in under the bid schedule of **Section-2** of this RFP Document. Bids have to be submitted online on the website <http://eprocure.gov.in/eprocure/app>.



DMRC, at its sole discretion, retains the right, but is not obligated to extend the Bid Due Date, by issuing an addendum and by also placing the same on the website <http://eprocure.gov.in/eprocure/app>.

- 3.14.2 The Bidders shall furnish the information strictly as per the formats given in Section 5 of this document without any ambiguity. DMRC shall not be held responsible if the failure of any Bidder to provide the information in the formats as prescribed in Section 5 of this RFP Document results in a lack of clarity in the interpretation and consequent disqualification of its Bid.
- 3.14.3 In case of a Consortium, wherever required, the Bid must contain such information individually for each member of the Consortium.
- 3.14.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly Bid for the Project. The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage of the Project. The MOA should also clearly indicate that all the Consortium Members shall be jointly & severally responsible for execution of the Project & subsequent operationalization of the Lease Agreement during entire Lease Period.
- 3.14.5 All Proposals/Bids shall be signed by the duly 'Authorized Signatory' of the Bidder. In case of a Consortium, the proposal shall be signed by the duly Authorized Signatory of the Lead Member. **The Bidders shall submit a supporting Power of Attorney (POA)** authorizing the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney and such POA shall be signed by all members of the Consortium and shall be legally binding on all of them.
- 3.14.6 The Proposal shall be uploaded with Class-III/II digital signature by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.
- 3.14.7 All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.
- 3.14.8 Bidders are required to submit only one set of the Bids, including the Original RFP issued to them which is signed on each page in acceptance of all the terms and conditions of the Bid Document.



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

3.15 SUBMISSION OF BIDS

The RFP Document cost and Tender Security shall be submitted to the office of the General Manager/Contracts as specified in bid document.

3.15.1 The technical package/qualification documents shall be uploaded online on the website <http://eprocure.gov.in/eprocure/app> and shall contain the following:

- Letter of Application and Interest (As per Annexure 1)
- Scanned copy of RFP Document cost and tender security
- General Information of the Bidder (As per Annexure 2)
- Summary of Financial Capability (As per Annexure 3)
- Affidavit (As per Annexure 5)
- Conceptual Site Plans and Area Breakup Statement (As per Annexure 6) as stated in clause 3.2.2 of RFP Document.
- 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).
- Scanned RFP Document digitally signed by an authorised representative as a token of acceptance of all the terms and conditions.
- Undertaking for not being banned (As per Annexure 11).
- A declaration (As per Annexure-12) stating that the tender document/addendums/clarifications, if any, placed upto the date of opening of bids on the e-tendering portal [<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.

3.15.2 **The Financial Proposal (as per [Annexure 4])** shall be uploaded online on the website <http://eprocure.gov.in/eprocure/app>. **The rates shall be quoted in the excel file provided in the bid documents.** The Bidder shall download the excel file and after quoting their rates upload the same accordingly. **The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission.**



3.15.3 Tender cost and EMD received after Proposal Due Date and time shall not be accepted and online tenders of such Bidders shall liable to be rejected summarily.

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

3.16 BIDDER'S RESPONSIBILITY

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

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

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

3.16.3 The Bidder agrees that it shall not pay any bribe to any officer of DMRC for awarding this bid contract at any stage during its execution or at the time of payment of bills, and further if any officer of DMRC asks for bribe / gratification, the Bidder will immediately report it to the authorities in DMRC. Further, the Bidder shall at all times comply with the Prevention of Corruption Act, 1988, and amendments thereto to the extent applicable.

3.17 MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

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

3.18 OPENING OF BIDS



- 3.18.1 The Technical Package of all Bidders who have submitted a valid Tender Security and cost of tender document shall be opened in the presence of representatives of bidders who choose to attend on date & time as mentioned in tender document in the office of the GM/Contracts, 5th Floor, A Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi- 110001. Bidders may visit DMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Bidders can also see the Technical Sheets (check-list) of other bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- 3.18.2 (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 DMRC, a note will be recorded accordingly by the Tender Opening Authority.
- (c) The bidders name, details of the tender security and such other details as the DMRC or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.
- (d) The digitally signed financial package which Bidder has uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant to the tender conditions will be opened. The time of opening of financial package shall be informed through website only. Bidders can visit to DMRC e-procurement website for further information.
- 3.18.3 The DMRC reserves the right to reject any Proposal and forfeit the EMD, if
- a) It is not signed, sealed and marked as stipulated in Clause 3.16.
 - b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
 - c) There are inconsistencies between the Proposal and the supporting documents.
 - d) It does not mention the validity period as set out in Clause 3.13.
 - e) It provides the information with material deviations, which may affect the scope or performance of the Project.
 - f) There are conditions proposed with the Technical and/or Financial Proposals.
- 3.18.4 A material deviation or reservation is one:



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

3.19 RESPONSIVENESS OF BIDS

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

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

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

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

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

3.20 EVALUATION OF BIDS



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

- 3.20.1 First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form as stated in Clause 3.10 above. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per Clause 3.5, 3.6, 3.8, 3.13, 3.18 and 3.19 above.
- 3.20.2 Bids not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by DMRC and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 3.20.3 If any tender is rejected, pursuant to paragraph 3.20.2 above, the Financial Package of such bidder shall not be opened.
- 3.20.4 The decision of DMRC as to which of the tenders are not substantially responsive shall be final.
- 3.20.5 In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such bidder shall not be opened.

3.20.6 Evaluation of Financial Proposals:

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

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

The Bidders with the highest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder’s capability, concept plan and the business proposal in this regard to DMRC. DMRC may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the Lease Fee quoted by such Bidder or the manner of its payment and also



should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

- 3.20.7 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid shall be rejected & the EMD shall be forfeited.
- 3.20.8 The Bidder found eligible and quoting the highest amount as **Lease Fee** in its Proposal shall normally be declared as the selected Bidder for the Project.
- 3.20.9 In the event of two or more technically qualified Bidders quoting same amount in financial proposal for the Project, DMRC may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.
- 3.20.10 However, the confirmation of the highest Bid shall be at the sole discretion of the DMRC who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.
- 3.20.11 Further, in the event of the highest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), DMRC without being under any obligations to do so, may, at its sole discretion, either invite the next higher Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid highest Bidder for the Project or annul the bidding process as deemed appropriate by DMRC in its sole discretion.

3.21 RIGHT TO REJECT BIDS

- 3.21.1 DMRC reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Project. The discretion of the competent authority of DMRC in this respect shall be final and binding on all the Bidders.
- 3.21.2 The DMRC reserves the right to reject any/all Bids including the highest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon the DMRC.



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

3.22 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

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

3.23 DISPUTES

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

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

3.24 CONFIDENTIALITY

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

3.25 ACCEPTANCE OF THE OFFER

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



3.26 EXECUTION OF LEASE AGREEMENT

- 3.26.1 The Selected Bidder shall be required to pay the **Upfront Lease Fee** (GST on services extra) as per prescribed scheduled and deposit the requisite Security Deposit to the DMRC within 30 days of issue of the LOA.
- 3.26.2 The Lease Agreement shall be executed within a period of 7 days from the payment of Upfront Lease Fee & Security Deposit by the Selected Bidder to the DMRC which shall be the **commencement date of the Project**. Prior to signing of the Lease Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the DMRC. Also, joint measurement of the land shall be made by DMRC and authorized representative of selected bidder before signing of the Lease agreement. The actual area calculated will be incorporated in the agreement and Upfront Lease Fee will be adjusted accordingly.
- 3.26.3 The access to the Project Site shall be granted to the selected Bidder only upon execution of the Lease Agreement.
- 3.26.4 The responsibility for registration of lease agreement shall vest with the selected Bidder. The **cost of stamp duty** for execution of the Lease Agreement, the registration charges and any other related documentation charges and the incidental charges will be borne by the selected Bidder.
- 3.26.5 In case of failure to sign the Lease Agreement within the stipulated time, the DMRC shall retain the right to cancel the LOA and forfeit the Bidder's EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.
- 3.26.6 The failure to meet the abovementioned conditions, shall be construed as a breach of the Selected Bidder and DMRC shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the EMD and any other amount deposited till that time as 'Damages'.

3.27 UNSUCCESSFUL BIDDERS

The Tender Security 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. The tender security/ bid security shall be returned without payment of any interest.



3.28 SUCCESS FEE

3.28.1 The Successful Bidder shall pay to the consultant (Transaction Advisor) of DMRC the total sum equivalent to an amount and in the manner as mentioned below of Success Fee for carrying out the scope of services in relation to the bid including without limitation develop a complete feasibility study including financial model and recommend strategy for taking up the project through the Bidder, forecasting the revenue stream from various components of development of real estate, preparing project information memorandum and brochure containing all relevant details of the project for marketing, collecting feedbacks from the Bidders to capture in the business plan and the Bid documents, customizing the RFP documents and the agreements to be executed with the bidder and related services.

One Time premium offered by the Bidder (In Rs Crores)	Success Fee (In Rupees)
0-100	0.75 % of the onetime premium amount (Upfront amount) subject to a maximum of Rs. 50 Lakhs
101-500	INR 50 Lakhs+ 0.50% of the onetime premium amount (if Upfront amount greater than 100 Crores) subject to a maximum of 2.0 Crores.
>500	INR 2 Crores + 0.25% of the onetime premium amount (if Upfront amount greater than 500 Crores) subject to a maximum of 4 Crores

The Success Fee will be paid by the Successful Bidder to the consultant through DMRC and not by DMRC. No claim on this account shall be entertained by DMRC. The Success Fee will be payable in two installments, as under:

- (a). 25% of the amount of Success Fee within 30 days of LOA by DMRC to the Bidder; and
- (b). 75% of the amount of Success Fee on signing the Lease Agreement with the Bidder.

3.28.2 Default in the payment of Success Fee or part thereof by the Bidder within the time period specified above shall entitle DMRC to forfeit the Tender Security and may result in withdrawal of LOA and termination of contract by DMRC, at its sole discretion.



SECTION 4

General Conditions of Lease Agreement

4.1 LEASED SITE

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

4.2 PERIOD OF 'LEASE'

- 4.2.1 The access to the Site shall be granted to the Selected Bidder immediately from the date of execution of the Lease Agreement (commencement date) which shall be executed within a period of 7 days from the payment of Upfront Lease Fee & Security Deposit by the Selected Bidder to the DMRC (hereinafter referred to as "Commencement Date").



4.2.2 The Lease granted under the Lease Agreement shall be valid for a period of **50 (Fifty) years** from the Commencement Date or earlier if the lease Agreement is terminated by the DMRC at its sole discretion. The Selected Bidder shall be obliged to pay the Lease Fee and all other payments as per the terms of the RFP and Lease Agreement during and for the period of lease.

4.3 MORATORIUM PERIOD

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

In case of extension of moratorium period by DMRC, the escalation of rental will be counted from the commencement date only.

4.4 RIGHT TO SUB-LEASE

4.4.1 The Lessee (considering selected Bidder as 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 leasing by a Sub- Lessee to sub-sub-lessee shall be permitted. Further leasing by a sub-sub-Lessee shall not be permitted.

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

4.4.3 The Lessee shall prepare a draft standard format of the sub-Lease agreement, which will be required to be signed by the Sub-Lessee for use of the subject Site. Prior written approval of DMRC shall be obtained by the Lessee in respect of such standard draft. DMRC may specify certain covenants to be incorporated in the sub-Lease agreement to protect its interests. Only after such covenants are incorporated in the sub-Lease agreement, the Lessee will be entitled to enter into sub-lease agreement and shall be required to submit copies of each such 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.

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

4.5 END OF THE LEASE PERIOD

- 4.5.1 At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights given under the Lease Agreement shall cease to have effect including its rights over the subject Site and the entire facility thereof shall stand transferred back to DMRC, at nil value. The Lease Agreement does not create any property rights in favour of the Lessee and the property at all times belongs to DMRC. All the furniture and fixtures and other assets permanently attached to the Project Facility shall revert to DMRC without any obligation on DMRC to pay or adjust any consideration or other payment to the Lessee. DMRC at its own discretion may allow the sub- Lessee / tenant(s) / end user(s) to continue on mutually negotiable terms and conditions.

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

4.6 Approvals from DMRC

- 4.6.1 All communication in all matters regarding the approvals related to the subject Site shall be forwarded to the nodal officer as appointed by the DMRC. The nodal officer shall act as a single window for the Lessee and shall be responsible for all the matters related to the subject Site.
- 4.6.2 The Lessee shall forward all requests, such as approval of plans etc. related to the Leased Site(s) to the nodal officer. Such requests, if completed in all manners, may be approved / rejected / processed / amended (in case other organizations are involved for approvals such as HUDA) by the DMRC within 30 days of the receipt of the request.



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

4.7 STATUTORY CLEARANCES

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

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

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

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

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

4.7.6 The Lessee shall make fire-fighting arrangements of his own for the entire site. Such fire-fighting arrangements should conform to the National Building Code, and any other building bye-laws and rules and regulations throughout the Lease period.

4.7.7 If during the Lease period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Lessee/ developer and DMRC shall not be liable for any such claims. The Lessee / developer would be responsible for the



payments arising out of any third party claims. The Lessee is advised to procure insurance for meeting such liabilities at his own cost.

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

4.8 ASSIGNABILITY & ENCUMBRANCES

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

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

- 4.8.3 Under no circumstance, shall the building or facilities constructed or installed at the Leased Site(s) be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the Lenders / Financial Institution(s) / Banks etc.

Subject to prior written permission from DMRC, the Lessee / concessionaire can assign its rights under this Lease / concession agreement to a Special Purpose Company/Vehicle established for implementation of the project provided that the Lessee / concessionaire shall hold minimum 51% share capital of the Special Purpose Company/ Vehicle and be responsible for performance of all obligations under the Concession/Lease agreement

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

4.9 PAYMENTS TO DMRC

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

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



Plot	Area (Sq. m.)	Upfront Fee (Rs in Cr)*
land Parcel located at Faridabad Sector 20B	Plot Area = 7615 Sqm. <u>Total FAR as per TOD =</u> <u>26653 Sqm</u>	Rs12 Crores (Rupees Twelve Crore Only)[+ Applicable GST on services

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

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

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

The Advance Lease Fee for a specified quarter shall be worked out by multiplying the Plot 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 NN¹ X 3).

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

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

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



- 4.9.3 In case of extension of Moratorium Period for whatsoever reason, the escalation on the Advance Lease Fee and other charges if applicable, shall be counted **@ 20% every 3 years from the date of commencement**. The Lessee will make the payments for each quarter in advance within seven days of the commencement of the respective quarter.
- 4.9.4 Any delay in payments in the preceding Clauses shall attract penalty of interest @20% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by DMRC. The delays beyond 60 days of the due dates for the payment of the respective Advance Lease Fee shall be treated as 'Lessee Events of Default'. In such an eventuality the DMRC retains the right to en-cash the Performance Security and claim damages from the Developer and even terminate the Lease Agreement as mentioned in the 'Performance Security' Clause of the Draft Lease Agreement.
- 4.9.5 In the event of default of Lessee in making payments of Upfront Lease Fee, Advance Lease fee, taxes or any other dues towards DMRC in prescribed time, DMRC shall have the rights including but not limited to restrict the access of Lessee in leased premises and recover all dues along with interest.

4.10 Extension of Moratorium Period / Lease Period

- 4.10.1 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 neighboring 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 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.
- 4.10.2 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.
- 4.10.3 Any failure or delay by DMRC to provide the Lessee possession of the leased Site(s), or to give the necessary permission or necessary drawings or instructions or any other delay caused by the DMRC due to any other cause whatsoever, then such failure or



delay shall in no way affect or vitiate the Lease Agreement or alter the character thereof or entitle the Lessee to any damages or compensation.

- 4.10.4 Nevertheless, in the event of the delay being due to reasons being attributable to Lessee, or its failure to complete its obligations within specified time as per the Lease Agreement, for the reasons other than the reasons attributable to DMRC, Lessee shall not be entitled for any extension of date of Commencement Date or Moratorium Period or Lease Period whatsoever.
- 4.11 Operational structures existing in the area, if any, will not be disturbed by Lessee. The setbacks should be planned in such a way that the existing structures should not be disturbed till the alternative one, if any, is not commissioned.
- 4.12 The operational structures of DMRC including station building, ancillary buildings, commercial portion under occupation by DMRC, and area under setbacks etc. will not be handed over to the Lessee at any time.
- 4.13 Lessee shall provide unfettered access to the authorized representative of DMRC and its operation staff for the purpose of maintenance works / inspection, if applicable, inside the specified area at all times during the Lease period.
- 4.14 The Lessee will have to take statutory clearance from DMRC and other concerned government agencies for removal of existing trees, if any, from the Site.
- 4.15 The Lessee shall plan the layout in such manner that it meets the requirement of bye laws enacted by local bodies.
- 4.16 The Lessee will provide fire access road from Project Site.
- 4.17 The shifting of the existing utilities, if found during excavation or otherwise, on the subject site shall be done by the Lessee within 6 month period under the supervision of DMRC.
- 4.18 During the construction activities the Lessee shall strictly follow the TOD Policy, guidelines issued by DMRC and DMRC's manuals on Safety, Health and Environment and Safety, Health and Occupational Hazard on construction sites (OHSAS Manual).
- 4.19 Lessee shall ensure the quality of the work and submit Audit Report on Quality of Construction and Material before and after commencing the construction work.



- 4.20 Lessee shall design the proposed Property development building for design life of 70 years or higher.
- 4.21 Lessee shall also indemnify DMRC against any damages / claims due to any loss of life or property due to construction / operation of the property development project.
- 4.22 Lessees shall strictly adhere to the extant bye laws, rules issued by the local authority during entire lease period.
- 4.23 Lessee shall study the Traffic Impact Assessment of the Project and provide the amenities / service area / parking etc. to cater the additional demand generated due to commissioning of the Project.
- 4.24 The Lessee will have to satisfy himself for business prospects, development parameters and applicable norms, and certify that he has made site visit and conversant to the site proposed for property development before undertaking the bid submission process in the subject area. No compensation, claim or damages will be entertained by DMRC in this regard. The Lessee shall develop the project facilities and thereafter operate and maintain them throughout the Lease Period. The act of granting permission to develop the Project facility at the Site and to Lease the use of the Project facility or any part thereof shall not vest or create any proprietary interest in the Project facility or any part thereof including any permanent fixtures, fittings, etc. installed in the structure of the Project facility in favour of the Lessee or any Sub-Lessee.
- 4.25 The subject site at Faridabad Sector 20B shall be leased to the Lessee for the purpose of property development only.
- 4.26 The Lessee must note that they would be required to follow the FAR regulations, Ground Coverage regulations, minimum parking requirement, and other statutory rules/ regulations as per the TOD Policy of HUDA/ Govt. of Haryana and other prevalent applicable regulations.



SECTION 5

(ANNEXURES)

Formats for Submission



Annexure 1
Letter of Application

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

**The General Manager/Contracts,
5th Floor, "A" Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi 110001.**

Sub: RFP for Property Development at Faridabad Sector 20-B, Haryana

Sir,

1. Being duly authorized to represent and act for and on behalf of.....(hereinafter referred to as the "Bidder"), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for **Property Development at 7615 Sqm (approx) land parcel at Faridabad Sector 20-B, Haryana (hereinafter referred to as "Project") on lease basis**, according to the terms & conditions provided by DMRC.
2. The Tender Security in the form of Demand Draft / Pay Order / Bank Draft / irrevocable bank guarantee / Fixed Deposit Receipt in favor of Delhi Metro Rail Corporation Ltd. have been deposited before dead line of tender submission as specified in NIT".
3. DMRC and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.
4. DMRC and its authorized representatives may contact the following persons for any further information:

Name of the person (s):
Address:
Phone: Fax:
5. This application is made with full understanding that:



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

Authorised signatory
Name and seal of Bidder

Date:
Place:

Encl:

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



Annexure 2 BIDDER RELATED INFORMATION

2.1 Important Instructions:

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

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

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

ENCLOSE AS ANNEXURE 2

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



2.2 PROJECT EXPERIENCE RELATED INFORMATION

Statement giving details of completed **commercial / Property Development project (s)** developed by the Bidder/members of the consortium holding not less than 26% equity during the entire life of the project satisfying the condition (in case of consortium Bidders) during the past 10 years.

Commercial / Property Development Project #1

Name of Applicant/Member of the consortium:

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

Capital Investment (Rs. in crores):

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

Commercial / Property Development Project #2

Name of Applicant/Member of the consortium:

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

Capital Investment (Rs. in crores):

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



3. Net Profit from the Project (Rs in crores)	
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Commercial / Property Development Project #3

Name of Applicant/Member of the consortium:

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

Capital Investment (Rs. in crores):

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

Commercial / Property Development Project Project #4

Name of Applicant/Member of the consortium:

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

Capital Investment (Rs. in crores):

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



ENCLOSE AS ANNEXURE 3: Auditor's certificate certifying development and implementation of the commercial / Property Development project, the details of built up site for the commercial / Property Development project component and the capital investment made therein

2.3 (Deleted)

2.4 FINANCIAL CAPABILITY RELATED INFORMATION

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

Name of the Bidder/member of the consortium:

Details	2016-2017 (in Rs crores)
Paid up Capital	[•]
Add: Reserves and Surplus	[•]
Less: Revaluation Reserves	[•]
Less: Accumulated Losses	[•]
Less: Intangible Assets	[•]
Tangible Net Worth	[•]

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

Name of the Bidder/ member of the consortium:

Average Turnover (Rs. in Crores)

Financial Year	2013-14	2014 – 15	2015-16	2016-17
1. Annual Turnover as per the audited Profit and Loss Account (Rs. in Crores)	[•]	[•]	[•]	[•]



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

Name of the Bidder/member of the consortium:

Details	2016-2017 (in Rs crores)
Paid up Capital	[•]
Add: Reserves and Surplus	[•]
Less: Revaluation Reserves	[•]
Less: Accumulated Losses	[•]
Less: Intangible Assets	[•]
Tangible Net Worth	[•]

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

Name of the Bidder/member of the consortium:

Average Turnover (Rs. in Crores):

Financial Year	2013-14	2014 – 15	2015-16	2016-17
Annual Turnover as per the audited Profit and Loss Account (Rs. in Crores)	[•]	[•]	[•]	[•]

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

Name of the Bidder/member of the consortium:

Details	2016-2017 (in Rs crores)
Paid up Capital	[•]
Add: Reserves and Surplus	[•]



Details	2016-2017 (in Rs crores)
Less: Revaluation Reserves	[•]
Less: Accumulated Losses	[•]
Less: Intangible Assets	[•]
Tangible Net Worth	[•]

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

Name of the Bidder/member of consortium:

Average Turnover (Rs. in Crores):

Financial Year	2013-14	2014 – 15	2015-16	2016-17
Annual Turnover as per the audited Profit and Loss Account (Rs. in Crores)	[•]	[•]	[•]	[•]

Dated

Applicant's Signature

(With seal of the company)

Full Name

Designation\

Name of the Company

Address of the Company



Annexure 3
Summary of Financial Details

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

(Rs. Crore)

Particulars				
Accounting year		2014 – 15	2015-16	2016-17
Annual Turnover				

Note:

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

Signed
(Name of the Authorised Signatory)
For and on behalf of
(Name of the Bidder)
Designation
Place:

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

Date:



Annexure 4
Format for Financial Proposal

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

**The General Manager/Contracts,
5th Floor, "A" Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi 110001.**

Sub: "RFP for Property Development at Faridabad Sector 20-B ("Project")

Sir,

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

1. Fixed Upfront Lease Fee **Rs. 12 Crore (Rupees Twelve Crore+ GST on services extra)** in the form of Pay Order/Cheque/Demand Draft.
2. Monthly Lease Fee rate @ _____ per square meter (**in figures**)
Rupee _____ (**in words**) of floor area (FAR)
for a Lease Period of **50** yrs.
3. We also agree to pay at the pro-rata rate of additional area charges for the additional area, which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.
4. The Lease Fee and any fee along with in items 1,2 & 3 above shall be escalated at **@ 20% every 3 year** as per escalation Clause No.4.9.2 of Section 4 of RFP document from the Commencement Date.
5. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services to the extent provided at the leased Site(s) by DMRC.
6. In an event, we are the selected bidder, any failure to deposit requisite Upfront Lease Fee as stipulated and Performance Security within 30 days from the issue of LOA would entitle the DMRC to forfeit the Tender Security.



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

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

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

Authorized signatory
Name and seal of Bidder

Date:
Place:



Annexure 5
Affidavit

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

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

1. I say that I am the authorised signatory of(insert name of company /consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Property Development at 7615 sqm. land parcel at **Faridabad Sector 20-B, Haryana** (hereinafter referred to as "Project") Request For Proposal ('RFP') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if at any point of time including the Lease Period, DMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT



VERIFICATION :-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

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

DEPONENT

ANNEXURE 6
SITE PLANS

Site plans are uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> along with bid documents and can be downloaded by the prospective bidders from the portal.

ANNEXURE 7
DRAFT 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 ____, year.

BETWEEN

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

AND

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

AND

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

THIRD PART;

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



Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for the **“Property Development at 7615 Sqm (approx) land parcel at Faridabad Sector 20-B, Haryana (“Project”)** on Lease basis, in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the Bid by the Consortium for executing the Project for which the Bid has been floated by DMRC.

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

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

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

NOW THIS CONSORTIUM AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Parties having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for **“Property Development at 7615 Sqm (approx) land parcel at Faridabad Sector 20-B, Haryana (“Project”) _____”** in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That the Parties have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated in the Bid Documents for award of the Project to the Consortium so that the Consortium may take up the aforesaid Project in case the Consortium is declared as the Selected Bidder in the Bid process.
3. That the Parties have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for executing the Project.
4. That the Parties have agreed to nominate _____ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the Bid as well as doing all other acts and things necessary for submission of Bid Documents such as Bid Application Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be



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

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



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

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

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

1. Managing Director
 (-----)
 For (Name of company)

2. Managing Director
 (-----)
 For (Name of company)

3. Managing Director
 (-----)
 For (Name of company)

WITNESSES: 1.----- 2.-----

Enclosure:

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



ANNEXURE 8

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

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

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

For.....
Accepted

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

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



ANNEXURE 9
(Land Allotment letter issued by HUDA)

Uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> along with bid documents and can be downloaded by the prospective bidders from the portal.



ANNEXURE-10

FORM OF BANK GUARANTEE FOR TENDER SECURITY

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

1. KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (Name of country) (hereinafter called “the Bank”) are bound unto Delhi Metro Rail Corporation Limited (hereinafter called “the DMRC”) in the sum of ` for which payment will and truly to be made to the said DMRC, the Bank binds itself, its successors and assigns by these presents.
2. WHEREAS.....(Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated _____ for **Property Development at 7615 Sqm (approx) land parcel at Faridabad Sector 20-B, Haryana**, hereinafter called the tender.
AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of ` as Tender Security against the Tenderer’s offer as aforesaid.
AND WHEREAS..... (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.
3. We further agree as follows:
 - a. That the DMRC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the DMRC and the Tenderer.
 - b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
 - c. That any account settled between the DMRC and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
 - d. That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up as per Clause 3.10 of Section 3).
 - e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.



4. THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

Signature of Witness

**Signature of
Authorized Official of the Bank**

Name :

Name of Official

Address :
.....

Designation

Stamp/Seal of the Bank.....

Notes:

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



ANNEXURE- 11

(Undertaking as per Clause 3.5.5 of Section-3)

We do hereby undertake that DMRC/ any Central / State government department / public sector undertaking / other government entity or local body has not banned business with us as on the date of tender submission. Also none of the work has been rescinded / terminated by DMRC / any Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance..

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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



ANNEXURE- 12

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents (RFP Bid document)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal <http://eprocure.gov.in/eprocure/app>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-tendering portal <http://eprocure.gov.in/eprocure/app> . We confirm that we have considered for these in our tender submission and our financial bid. We also confirm our unconditional acceptance to all the terms and conditions of tender document (RFP Bid Document).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY