

# **DELHI METRO RAIL CORPORATION LIMITED**



## **Bid Document for Licensing of 81 Built-up Shops at 35 Metro Stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6, through Open Auction**

**Tender No. 119M0010**

**November-2019**

**Metro Bhawan  
Fire Brigade Lane, Barakhamba Road  
New Delhi-11 00 01, India**

# Licensing of 81 Built-up Shops at 35 Metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

## (Bid Document)

Name and address of the Bidder to whom issued:

.....  
.....  
.....  
.....

Date of issue.....

Issued by.....

Cost of Bid document: Rs 1,770/- (Rupees One thousand seven hundred and seventy only) irrespective of the number of shops, inclusive of 18% GST, which is non refundable.

### DISCLAIMER

- I. This Bid Document for “Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction” contains brief information of the available built-up shops, Eligibility requirements and details of the Selection process for the successful bidder. The purpose of the Bid document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’).
- II. The information contained in this Bid Document or subsequently provided to interested parties (the “Bidder(s)), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Bidder(s) on the terms and conditions set out in the Bid Documents and any other terms and conditions subject to which such information is provided.
- III. This Bid Document does not purport to contain all the information that each Bidder may require. This Bid Document has been prepared with a view to provide the relevant information about the vacant available Built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6. DMRC advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Bid Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever regarding the accuracy; reliability or completeness of the information provided in this Bid Document.
- IV. Intimation of discrepancies in the Bid Document, if any, may be given, by the Bidders, to the office of DMRC immediately at the time of or before the pre-bid meeting. If DMRC receives no written communication by the stipulated timeframe, it shall be deemed that the Bidders are satisfied with the information provided in the Bid document.
- V. Any character or requirement for the built-up shops, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This Bid Document is not an agreement nor it is an offer or invitation by DMRC to any party. The terms on which the licensed spaces are to be developed and the rights and obligations of the successful Bidder shall be as set out in a separate agreement to be executed between DMRC and the successful Bidder broadly in the format setout herein.
- VII. DMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. DMRC shall 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 Bid Document.

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## **CHAPTER-1: INTRODUCTION**

- 1.1 Delhi Metro Rail Corporation Ltd(DMRC), is a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) and has completed the Phase I ,Phase II and Phase-III of the MRTS project for Delhi And NCR. The network of DMRC has now crossed the boundaries of Delhi and extended up to Noida, Ghaziabad in U.P. and Bahadurgarh, Faridabad & Gurugram in Haryana. Currently, Delhi Metro is carrying about 30 lakhs commuters on an average on daily basis with safety, punctuality, reliability and comfortably.
- 1.2 As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitates DMRC commuters by providing one stop solution for their consumer needs. Through this Bid, DMRC intends to select Licensee(s) to take up on 'License basis' the offered 81 built-up shops situated at its at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 offered through this Open Auction as mentioned in Annexure-1.
- 1.3 The specified built-up shops have captive commuter base and present a unique business opportunity for the retail players. Currently, Delhi Metro is having daily average ridership of around 30 Lakhs commuters per day.
- 1.4 An information document covering the purpose of the license, details of space available at said Metro Station may be downloaded from the website [www.delhimetrorail.com](http://www.delhimetrorail.com)

CHAPTER-2: NOTICE INVITING BID THROUGH OPEN AUCTION

- 2.1 The stations of Delhi Metro are situated in the close proximity of commercial and residential hubs of Delhi city & NCR and are easily accessible from these areas. Apart from operating facilities for commuters, the selected Stations have commercial spaces as detailed in Annexure-1. These Commercial Spaces are proposed to be licensed out for various commercial uses as detailed in this document through open auction. The specified spaces have a captive commuter base and shall present a unique business opportunity for the retail players.
- 2.2 DMRC invites Bids through open auction from suitable participants who may be a reputed retailer/ manufacturer/ individual, sole proprietorship firm, partnership firm, a registered coop society or a company having its registered office in India & incorporated under the companies act 1956/2013 or a combination of these in the form of Joint Venture (JV) or Consortium having sound financial & technical strengths and having its registered office in India, for selection of Licensee(s) to grant Licensing rights of built-up shops of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 as detailed in annexure 1 on “*as is where is basis*” for commercial utilization except for banned list of usages as detailed in Annexure-II.
- 2.3 The conditions for Joint Venture (JV)/Consortium area are as under:
- i. The lead member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during the full tenure of License Agreement.
  - ii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee’s event of default entitling DMRC to encash Interest Free Security Deposit/Performance Guarantee and/or to terminate the Licence Agreement after 30 days termination notice.
  - iii. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
  - iv. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- 2.4 Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:
- i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.
  - ii) Also no contract of the tendered executed in either individually or in a JV/Consortium, should have been rescinded/ terminated by DMRC after

award during last 03 years (from the last day of the previous month of a tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

- iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall have liberty to and have full rights to cancel the allotment of built-up shop and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

- 2.5 The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided. Schedule of Bidding through Open Auction Process:

Cost of Bid document(Non Refundable)	Rs. 1770/- (including 18% GST) per bidder(single entity) irrespective of the number of shops
Earnest Money Deposit	As per Annexure - 1 for respective shops for which bids are made
Sale of Application Form	From <b>18/10/2019 to 15/11/2019</b> (up to 16:00 hrs) on DMRC website <a href="http://www.delhimetrorail.com">www.delhimetrorail.com</a> or from the office of GM/PB For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534248,534778). <b>The tender cost of Rs 1770/- should reach/submitted in the office of GM/PB by 16:00 hrs on 15/11/2019.</b>
Site Visit	Prospective bidders are requested to attend the joint site visit of built up shops on from <b>30/10/2019 to 01/11/2019(As per Annexure-12 of Bid document)</b>
Last date of receiving queries	<b>Up to 17:30 hours on 05/11/2019</b>
Pre-Bid Conference	<b>05/11/2019 at 15:00 hrs.</b> in Conference hall, 7 <sup>th</sup> floor, A wing, Metro Bhawan, Barakhamba Road, New Delhi-110001
DMRC's response to queries by	<b>17:30 hrs on 08/11/2019</b>
Time & last date of Registration for Bidding Process along with DD/PO for tender cost, EMD, KYC documents B.A.F(Bid Application form). with Annexure & Tender documents etc duly signed by bidder	<b>Up to 16:00 hours on 18.11.2019</b>
Date, time & venue of auction for Bidding Process	<b>21/11/2019 at 10:00 hrs</b> for schedule No 1 i.e. for 21 shops and <b>22/11/2019 at 10:00 hrs</b> for schedule No 2 i.e for 60 shops. Location: Conference hall, 7 <sup>th</sup> floor-A wing Metro Bhawan, Barakhamba Road, New Delhi-110001
Validity of Bids	180 days from bid submission date

2.6 Schedule of Various Stages: The Successful Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance
Vacant space to be handed over to Selected Bidder	Within 7 days of signing of license agreement
Payment of Advance Half yearly License Fee OMC,etc.	Within 30 days of date of issue of Letter of Acceptance (LOA)
Signing of License Agreement	Within 30 days of receipt of full LOA payment
Commencement of License Fee	Immediately after 30 days fitment period i.e. wef 31 <sup>st</sup> day of date of handing over or deemed handing over of built-up shop, whichever is earlier
Registration of Agreement	The registration of the respective License agreements shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. In case the registration of the license agreement/amendment, if any, is not within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”. In case the licensee fails to remedy the breach/default in this regard within the cure period of 30 days, DMRC may terminate the license agreement after the expiry of cure period of 30 days duly forfeiting the security deposit and any other amount paid by licensee.

2.7 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC’s point of view/ response to queries will be uploaded on its website [www.delhimetrorail.com](http://www.delhimetrorail.com). Individual communication shall not be issued to any bidder/participant. Only one representative of each interested participant shall be allowed to participate against a Built-up shop on production of any ID Card issued by Government Body.

2.8 Bid Document (non-transferable) can be obtained from the O/o- Sr. Dy. Chief Engineer/PB-2, 3rd Floor, ‘A’ Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110001. Cost of Bid Document (Non-refundable) is Rs 1770/- (Rupees One thousand Seven hundred seventy only) inclusive of 18% GST. Bid Document cost shall be submitted in the form of Demand Draft/ Pay Order drawn on any Scheduled commercial bank(s) in India in favour of “**Delhi Metro Rail Corporation Ltd**” payable at “**New Delhi**”.

2.9 The information submitted in the Bid Document will be the basis for evaluating the bidders. Interested parties may participate in the bid process as per the instructions given in this document. Bidders are expected to carry out extensive survey of the specified built-up shops at DMRC premises before the date of auction and make their own analysis at their own cost, before submitting their respective Bids for award of the License of a perspective site. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

2.10 Bid document can also be downloaded from DMRC’s website [www.delhimetrorail.com](http://www.delhimetrorail.com) and



may be submitted along with document cost & respective EMD at the time of registration for the bidding process up to the time and date specified in the NIT. Bids submitted or registration done without cost of Bid document or/and EMD by the bidders who have downloaded the Bid document from DMRC's website, shall be out rightly rejected and they shall not be allowed to bid in the auction process. Late/ delayed registration received after the stipulated date and time for registration of bidding process shall also be rejected out rightly.

2.11 Registration/Bids for licensing of commercial space shall be accompanied with Earnest Money Deposit as indicated in Annexure-1 of this document in respect of each shop for which bidder/applicant is going to bid in the form of a Bank Draft/ Demand Draft/P.O. issued by Scheduled Commercial Bank drawn in favour of the "DMRC Ltd" and payable at New Delhi/Delhi. The EMD/BID SECURITY of successful bidder shall be adjusted against the Interest free security deposit/ performance guarantee. However if a bidder/s have only partially exhausted their EMD, the balance amount of EMD would be returned to them only after completion of the auction process in due course after adjustment of the EMD in respect of their successful bids. The EMD of the unsuccessful bidders will be refunded after the auction process within 07 working days.

2.12 Bidder shall register for the bidding process along with bid document cost & EMD for the shops for which the bids shall be offered with KYC and tender document etc. DMRC does not have any agent/ sub-agent for marketing. Addendum/ Corrigendum, if any, will be placed on DMRC's website [www.delhimetrorail.com](http://www.delhimetrorail.com) only.

2.13 Duly filled up Financial Bid Statement as per Annexure-3 shall be submitted immediately after capture of final bid at the prescribed venue and date of Open Auction.

2.14 In case of any grievances/complaints regarding this tender, please contact:

General Manager/ Property Business

Delhi Metro Rail Corporation Limited

3<sup>rd</sup> Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,  
New Delhi -110001,

Email Id: [gmpb@dmrc.org](mailto:gmpb@dmrc.org),

Phone No: 011-23418417

ii) Chief Vigilance Officer

Delhi Metro Rail Corporation Limited

1st Floor, A -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,  
New Delhi -110001,

Email Id: [cvodmrc@gmail.com](mailto:cvodmrc@gmail.com) ,

Phone No: 011-23418406

Website: <http://www.delhimetrorail.com/vigilance.aspx>

### **CHAPTER-3: TERMS AND CONDITIONS**

- 3.1 The built-up shops indicated in Annexure-1 shall be offered on “as is where is basis” and DMRC shall provide
- (a) The built up shop in the form of a bare shell structure with plain/ concrete floors and walls, without internal finishes.
  - (b) Electricity will be as per terms and conditions indicated in Annexure-IV of Draft License Agreement.
  - (c) Licensee can use the parking facility where available/provided at metro station/s on usual charges for each entry.
  - (d) Infrastructure facilities such as electricity, water and sewage disposal are subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of DMRC. The Prospective Bidders agrees voluntarily and unequivocally not to seek any claim, damage, compensation or any other consideration, whatsoever on account of non availability/ provision of these facilities.
- 3.2 Bidders who propose to download the bid document from DMRC’s website are required to collect the location plans of commercial space free of cost from O/o Sr. Dy. Chief Engineer/PB 3<sup>rd</sup> A Wing Metro Bhawan New Delhi. DMRC does not commit to provide any other specific drawing in specific format to the licensee. However, DMRC shall facilitate only available drawings to the licensee and shall provide essential help in preparation of drawings, if required by the licensee.
- 3.3 The areas of commercial spaces/shops mentioned in Annexure-1 are tentative and are subject to variation/ change in area. Actual area shall be measured at the time of handing over of the built- up Shop. If there is any variation in area, the License Fee shall be charged on pro-rata/ actual area basis as per the rate of quoted license fees in per square meter per month for the respective built up shop. The licensee shall be bound to take over the commercial space as per the actual allotted area. Moreover, the Successful bidder/ licensee shall not be entitled to demand any reduction in area of the shops/spaces.
- 3.4 The Successful bidder/ Licensee may be allowed for alteration/renovation, partitioning of the licensed built-up shops with the prior written approval of DMRC. In such case, no damage to any load bearing walls, columns or structural member and any service/ utility shall be permitted. Consequent to any alteration/renovation/partitioning of the licensed premise(s), for which prior approval in writing from DMRC has been taken by the licensee, if resulting in any increase/decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.
- 3.5 Permissible Usage of Space: The Commercial Space can be put for any activity except banned list of usages as given in Annexure-II of Draft License Agreement. The Successful bidder/ Licensee shall not create, permit or allow any offensive odours to occur in or escape

from the Licensed Space. Successful bidder/ Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of consumable products or its raw materials. Cooking by gas bank/ PNG may also be permitted, if feasible only on the elevated stations, on case to case basis. If permitted gas bank shall have to be planned by the licensee at ground floor. The Successful bidder/ Licensee may be permitted to change the usage of space during the currency of license subject to prior approval of the DMRC. The Successful bidder/ Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.

- 3.6 The license period of the commercial space/built up shop shall be for a period of Nine (09) years which shall be commenced from the date of handing over of the shop or date of notice for taking over of possession or handing over or deemed handing over of the shop, whichever is earlier. The license shall further be extendable for a period of 06 (six) years on mutually agreed terms and conditions. The Successful bidder/ Licensee shall have option to exit from the License Agreement only after a lock in period of two years from the date of commencement of agreement. The Successful bidder/ Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after 2 (two) years. In this case, Security Deposit/ Performance Security of the Successful bidder/ Licensee shall be refunded after adjusting the dues, if any, to be payable by the Successful bidder/ Licensee.
- 3.7 The License fee and other charges/taxes shall commence and become payable immediately after a fitment period of 30 days from the date of handing over of the site or date of deemed handing over whatever is earlier i.e. w.e.f the 31<sup>st</sup> day of such handover. The License fee + Other charges + GST shall be charged w.e.f the Commencement of License Agreement after completion of the fitment period and shall be charged until the termination/ completion of the agreement. The Successful bidder/ Licensee is expected to complete his furnishing / development work in all respects within this fitment period of 30 days. No relaxation or further extension on any account will be given or considered. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of Scheduled/allotted shop on date of deemed handing over, if applicable.
- 3.8 The advance license fee for first half year, shall be payable to the DMRC, prior to taking of possession as detailed in this bid document i.e. within 30 days of date of issue of letter of acceptance. Thereafter, License Fee of subsequent half years, along with other dues, shall be payable in advance by the Successful bidder/ Licensee to DMRC on half yearly basis by the last working day of the previous running half year.
- 3.9 A Half-yearly Other Maintenance Charges Fee of Rs. 300/- per sqm + GST as applicable for actual carpet area licensed would be payable to DMRC along with the advance license fee. This amount would be Rs. 360/- per sqm per half-year + GST, for actual carpet area licensed if the site has provision for supply of water.
- 3.10 The Successful bidder/ Licensee shall deposit & pay Interest Free Security Deposit/ Performance Security to DMRC, equivalent to twelve (12) months License Fee within 30 days of date of issue of LOA.

**3.11 The License Fee, Other Maintenance Charges (OMC), and the Interest Free Security Deposit/ Performance Security shall be increased & escalated by 20% on completion of every three (3) years of license period, on compounding basis. Water consumption charges to be increased by 5% after completion of every one year of license period on compounding basis.**

3.12 The Interest Free Security Deposit (IFSD) up to Rs.10 Lakhs shall be accepted only in the form of Bank Draft/PO in favor of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 10 Lakhs, initial Rs. 10 Lakhs of IFSD shall be paid in form of Bank Draft/PO and for remaining amount of IFSD exceeding Rs. 10 Lakhs; minimum 50% of IFSD shall be paid in form of Bank Draft/PO (upto a maximum of Rs. 50 Lakhs of IFSD) & balance amount in form of Bank Guarantee (BG) in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security can be paid & deposited as follows:-

The Bank Draft/PO issued for payment of Interest Free Security Deposit shall be in favor of DMRC Ltd payable at New Delhi and issued from a Scheduled Commercial Bank based in India, or/and

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format (Annexure-VIII) of DLA issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at/from its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three years. The Bank Guarantee shall be renewed & extended for further period of atleast 3 years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & encashed by DMRC without any prior intimation to the licensee.

The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send a separate advice of the BG through SFMS. DMRC's designated bank at present for advising of bank guarantee through SFMS is detailed as under:

**ICICI BANK Ltd.**

**9A, PHELPS BUILDING**

**CONNAUGHT PLACE, NEW DELHI-110001**

**IFSC CODE: ICIC0000007**

3.13 Interest Free Security Deposit / Performance Security will remain unchanged for a variation of (+/-) 10% from tendered area, as there's a possibility of minor variation in area during handing over. In case of subsequent handing over of additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated and increased if the variation

due to additional area is more than 10% of the main tendered area and it shall be deposited within fifteen (15) days of handing over of the additional area.

3.14 In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

3.15 The Successful bidder/ Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

3.16 **Additional area**

- a) If Successful bidder/ Licensee applies for any additional area at same level for commercial purpose as permitted by DMRC (except for banned list of usages as given in Annexure-II of Draft License Agreement) even if for utility purposes (such as stand by generators, air-conditioning plants, water storage, antenna etc and other related equipment), the same shall be provided on pro-rata basis of the prevailing/applicable license fee, if found feasible, on sole discretion of DMRC. If such a space is given on the terrace or basement then license fee @ 50% of the rate of prevailing license fee as applicable for the shop shall be charged. It shall be paid within fifteen (15) days of date of issue of LOA and before handing over of the additional area.
- b) In case of subsequent handing over of any additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated if the variation due to additional area is more than (+) 10% of the initial tendered area and it shall be deposited within fifteen (15) days date of issue of LOA and before handing over of the additional area.
- c) Escalation of 20% in the rate of license fee OMC and IFSD/Performance Security of any additional allotted area shall be in the line of the license agreement for the allotted shop.
- d) No fitment period shall be permitted in case of allotment of any additional area.

3.17 Construction of mezzanine floor by Successful Bidder / Licensee shall be permitted, if feasible adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid (s) keeping in view the availability of additional floor area in the form of mezzanine floor, subject to feasibility / norms & DMRC approval. No additional license fee shall be charged for creation of this additional floor in the form of mezzanine level. However, for areas/space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged. However, at the time of termination / natural completion of contract DMRC reserves the right to ask the successful bidder to restore the licensed premises as per original allotment. The applicable property tax/ service charge will however be charged & recovered from the licensee for the mezzanine floor, if any, also as applicable.



- 3.18 Awning: If the licensee installs an awning with a fixed/stretchable length of 3 feet to shield the premises/commuters from sunlight/rain/adverse weather conditions, the same shall not be charged. This proposal is only applicable to licensed premises having opening outside station building.
- 3.19 Dry and wet waste should be segregated from vendors who generate such waste. Thereafter, the party has to ensure its disposal accordingly.
- 3.20 The Successful bidder/ Licensee shall be entitled to sub-license the licensed shops/spaces during the subsistence of the License period with prior written approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.
- a) The Successful bidder/ Licensee shall prepare a draft standard format of the sub-license agreement, which they shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and conditions of License Agreement executed between DMRC and Successful bidder/ Licensee. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever of termination of the sub-licensee's rights. The Licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.
  - b) The Successful bidder/ Licensee shall obtain the prior written approval of DMRC for such a format of standard Sub-License Agreement before its execution with the sub-licensee. In case, any subsequent deviation in this format of standard sub-license agreement is required, the Successful bidder/ Licensee shall again obtain prior approval of DMRC before entering into any agreement with the sub-licensee. DMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.
- 3.21 Electricity: The rules and guidelines for release of electrical supply for space are mentioned in Annexure-IV of Draft License Agreement. The power supply connection released for shops/spaces shall be based upon the Electrical Loads available from DMRC power network. However, if additional electrical load is required by the successful bidders, the same may be arranged by DMRC, if feasible, at the cost of successful bidders. Successful Bidder may provide split ACs, if required, at his own cost conforming to detailed specifications attached at Annexure-IV of Draft License Agreement. The licensee shall make provision for the installation of TOD Energy meter as per DERC guidelines. The Licensee shall pay a refundable electricity consumption deposit of Rs. 4500/- per KVA for sanctioning of electricity load as per requirement. A non refundable one time electrical supervision charges of Rs 10000/-(rupees Ten Thousand only) per energy meter +GST as applicable would also be paid DMRC.
- 3.22 For any renovation and/or alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for planning and design, preparation of additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments, etc. all complete at its own cost. DMRC

shall restrain itself only for forwarding the application for obtaining the required permission/ approval from the other bodies/ departments. The liasoning, risk, responsibility & cost, etc. in this regard shall be borne by the Successful bidder/ Licensee. However, DMRC may provide assistance wherever possible without any legal and/or binding obligation to facilitate the process.

- 3.23 Parking: Parking facility for vehicles is available at the metro Station as applicable at the prescribed parking rates to be paid by the Successful bidder/ Licensee.
- 3.24 Surrendering/ withdrawal of the bid by the highest bidder after capturing of its bid during bidding process will lead to forfeiture of its EMD/BID SECURITY which is submitted to DMRC prior to start of open bidding process. Surrendering of license after payment of Interest Free Security Deposit/ Performance Security even without taking possession of Space shall lead to forfeiture of Interest Free Security Deposit/ Performance Security and all other payments made by the Successful bidder/ Licensee. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.
- 3.25 On completion/ termination of the License Agreement, the Successful bidder/ Licensee shall handover the shop to DMRC with normal wear & tear within 30 days of such completion/termination. The Successful bidder/ Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the structure. However, the Successful bidder/ Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.
- 3.26 A grace period of 30 days will be provided to the licensee for vacating the site after termination/completion of contract. If, the licensee fails to vacate the licensed space/premises within the grace period, penalty of **twice** the prevalent monthly License Fee shall be charged for occupation for & beyond this 30 days period. After lapse of this 30 days grace period, DMRC shall take over possession of the goods/property treating at NIL/ZERO value, even if it is under & lock & key; and DMRC shall be free to dispose-of the said goods/property in any/ whatsoever manner as it deems fit. License shall have no claim for compensation or consideration/damages after completion of grace period in this regard. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Performance Security available with DMRC. **No grace period** shall be provided to licensee, if licensee terminates the contract **within the lock-in period**.
- 3.27 The property tax/ service charge applicable on the licensed premises, if any, shall be paid by DMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the licensee at the start of every financial year (i.e. DMRC shall raise the demand by 15th April) and licensee shall pay/ submit to DMRC the property tax/ service charge demand latest by the last day of first month of every financial year (i.e. latest by 30th April of that year). This has been illustrated below for better understanding:

- Date of raising demand of property tax/ service charge for the applicable Financial year under consideration: By 15<sup>th</sup> April of the said year.
- Last date of payment of dues against Property tax/ service charge to DMRC for financial year under consideration: By 30<sup>th</sup> April of the said year.

However, if for any reason DMRC does not raise the demand against property tax/ service charge for the financial year applicable/ under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/ service charge within 15 days from the date of raising of such demand by DMRC.

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.

In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/ service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the Licensee. The applicable property tax/ service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

#### **CHAPTER-4: INFORMATION & INSTRUCTIONS TO BIDDERS**

- 4.1 The Bidders shall be required to submit the required/specified EMD/Bid Security as per annexure-1 for each shop for which the bid is to be made
- 4.2 The built up shops are being offered as per Annexure-1.
- 4.3 The process of auction will be conducted in two phases i.e. for 21 shops under schedule-1 (with EMD of 50,000/-or more per shop) on day one and for the remaining shops i.e. for 60 shops under schedule-2 with EMD of Rs 25000/- or more and below Rs 50,000/- per shop on the day 2(two).
- 4.4 The bidders of the 1st phase of auction having unutilized/balance left over EMD from the 1st day of auction will also be eligible to bid on the second day of the auction for the remaining shops under Schedule-II to the extent that their EMD is available.
- 4.5 The registration process for the auction will be closed in atleast 3 working days prior to day of Schedule-I auction.
- 4.6 The EMD & tender cost shall be recovered in the form of DD/PO in favour of DMRC Ltd payable at Delhi & issued by a Scheduled Commercial Bank and shall be deposited with DMRC Ltd. before the close of registration process. The EMD of the unsuccessful bidders will be refunded after completion of the auction process within 07 working days.
- 4.7 A Onetime Tender cost of Rs. 1,770/- for one complete bid document including Draft



License Agreement (along with applicable documents/annexures) is required to be submitted by an applicant/bidder irrespective of the number of shops the applicant is interested to bid i.e. in case of bid for more than one shop, however, EMD/BID SECURITY shall be paid for each Shop/Site for which the participant is interested to bid, as specified in Annexure-1..

- 4.8 Security: Successful bidder/ Licensee shall arrange its own security for its premises. Successful bidder/ Licensee shall provide additional security arrangement by deploying sufficient security personnel, CCTV, etc. with prior approval of DMRC.
- 4.9 All communications in relation to the Bidding Documents/ Process and the Bid shall be preferably made in English language.
- 4.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.11 Shop visit and verification of information: Bidders are advised to participate in the auction/bidding process after visiting the said premises and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of parking space, power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant & necessary for its business. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard. After submission of Bid, no Bidder shall be permitted to seek any clarification/ document from DMRC.
- 4.12 It shall be deemed that by offering a Bid in the auction process, the Bidder has:
- a) made a complete and careful examination of the bidding documents & the offered shops/spaces;
  - b) received all relevant information from DMRC;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in bid documents;
  - d) satisfied itself about all matters, things and information hereinabove necessary and required for bidding, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
  - f) Agreed to be bound by the undertakings submitted by it under and in terms hereof.
- 4.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bidding Process, including any error or mistake therein or in any information or data given by DMRC.

- 4.14** At any time prior to the Due Date of Auction, DMRC may, for any reason, modify the Bidding Documents by the issuance of Addenda/ Corrigenda which shall be placed on DMRC's website [www.delhimetrorail.com](http://www.delhimetrorail.com) only. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Due Date of Auction.
- 4.15 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.
- 4.16 Nothing in the Bid Documents or in any communication issued by DMRC or its advisers/ officers/ employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 4.17 DMRC has the right to reject Bidders/ Applicants from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said Bidder or applicants may lead to misuse of the said shops/spaces, or any other threat to the smooth functioning of the metro rail operations.
- 4.18 If DMRC reasonably requests, the Bid Applicants shall provide evidence of their continued eligibility in a satisfactory manner acceptable to DMRC. Bidders are put on notice that they are liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall unable to fulfill the requirements of the project or of the eligibility criteria at this stage.
- 4.19** If the Bid Document has been downloaded from the website of DMRC, the applicant undertakes not to tamper/ alter/ correct/ modify the document in any manner, whatsoever. DMRC will reject the bid out rightly, in case, it is found at any time that the bid document has been tampered/ modified/ altered, in any manner. In such case, DMRC reserves the right to cancel the agreement, forfeit all amounts paid/ deposited by the Successful bidder/ Licensee without prejudice to takes necessary legal action. The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration.
- 4.20 The Applicants who propose to use downloaded document, must ensure that they have collected the location plans from the office of Sr. Dy. Chief Engineer/PB-2, DMRC i.e. Property Business Cell and attached the same as Annexure-IX of this document. The bidder hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the location plans.
- 4.21 The bidder shall keep his bid valid for 180 days from the date of submission.
- 4.22 DMRC reserves the right to out-rightly reject conditional Bids without assigning any reason, whatsoever.
- 4.23 All provisions of the Delhi Metro Operations & Maintenance Act, 2002 and amendments thereto, shall be applicable/ enforceable on Licensees. As such Bidders are advised to

conduct themselves in an orderly manner.

- 4.24 After selection of successful Bidder, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Successful Bidder(s). The Successful Bidder(s) shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA as a token of acknowledgement and unconditional acceptance of the terms and conditions of the LOA. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel the Letter of Acceptance and forfeit the EMD/BID SECURITY of such Bidders.
- 4.25 The successful bidder shall pay the advance License Fee and OMC for first half year + GST as applicable and other charges such as electricity consumption deposit (Rs. 4500/- per KVA) etc., along with interest free security deposit/ performance security within 30 days from the date of issue of letter of acceptance and only thereafter take possession of the licensed premises, within 7 days of signing of license agreement which shall be executed within 30 days of receipt of full LOA payment. Any request of/by the successful Bidders for seeking any clarification/ approval etc. from DMRC shall be considered only after submission of requisite amount of payment as per the LOA. In case the bidder fails to pay the requisite demand/dues as per letter of acceptance (LOA) within 30 days from date of issuance of LOA an extended period of further 30 days i.e. up to 60 days from the date of issue of LOA maybe allowed by DMRC to make the LOA payments along with interest for delayed payment, which shall be payable to DMRC, only in the form of Demand Draft/PO issued by a scheduled commercial Bank payable at Delhi. The interest for late payment on balance LOA amount shall be applicable as follows:

<b>Days from issuance of LOA</b>	<b>Rate of Interest</b>
Up to 30 days	NIL
31 <sup>st</sup> to 45 <sup>th</sup> day	@ 3% flat on balance LOA amount remaining unpaid beyond 30 days of date of issue of LOA+ GST
46 <sup>th</sup> to 60 <sup>th</sup> day	@ 4% flat on balance LOA amount remaining unpaid beyond 45 days of date of issue LOA+ GST

- 4.26 If the Successful Bidder fails to pay the amount/dues in accordance with LOA within the extended period of maximum 60 days from the date of issue of LOA, DMRC shall have right to cancel the LOA and forfeit the EMD and any other part payment paid to DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation, damages or any other consideration whatsoever on this account.
- 4.27 On receipt of full amount in accordance with Letter of Acceptance, DMRC shall issue a taking over notice to the Successful Bidder to take over the Scheduled licensed shop on the specified date within 7 days from the date of signing of license agreement & after payment of dues in accordance with Letter of Acceptance. If the Successful Bidder fails to take over the Scheduled Shop on scheduled date mentioned in the letter of intent for whatsoever reasons, the Scheduled shop shall be deemed handed over on the 7th day from the date of signing of

the license agreement as stipulated in Letter of Acceptance or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a Scheduled licensed shop within specified period, the Successful Bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on this account.

- 4.28 Successful Bidder shall sign the License Agreement within 30 days of making full payments as per the LOA. In case the licensee does not sign or delays the execution of the license agreement beyond 30 days, DMRC may terminate the contract and cancel the LOA and forfeit the EMD, IFSD & any other amount paid to DMRC. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty, if any, for executing the license agreement in pursuance of this Bid shall be borne by Licensee.
- 4.29 **REGISTRATION OF LICENSE AGREEMENT:** The registration of Licensee agreement shall be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents are to be submitted to DMRC for records. Any amendment in the contract/license agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the license agreement/amendment is not done within the 30 days of signing of license agreement/ amendment, it shall be treated as “material breach of contract”. The Licensee will be given 30 days time to cure the default. In case Licensee fails to remedy the breach/default in this regard to the satisfaction of the DMRC within the cure period of 30 days, DMRC may terminate the Licensee agreement at any time after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.

**Confidentiality:**

- 4.30 All documents forming part of the bidding process shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation for their Bid. The provisions of this Clause shall also apply mutatis mutandis to all documents submitted by the Bidders, and DMRC shall not return to the Bidders any document or any information provided along therewith.
- 4.31 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to, or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.

- 4.32 All interested parties wishing to inspect the offered built up shop may contact the following person or Station Managers of concerned Metro Station:

**The Office of Sr.Dy. Chief Engineer/ PB,  
Property Business Cell  
3<sup>rd</sup> Floor, 'A' Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi - 110001**

**Contact Number Tel. 23417910-12 Ext. 534772,534248 and 534788**



## CHAPTER-5: PROCEDURE OF AUCTION

- 5.1 The auction will be conducted in two phases i.e. for 21 shops under schedule-1 (with EMD of 50,000/-or more per shop) on day one and for the remaining 60 shops i.e. for shops under schedule-2 with EMD of Rs 25000/- or more and below Rs 50,000/- per shop on the day2 (two).
- 5.2 Before start of auctioning process, the bidders are advised to fill required documents, incorporating all the information required in therein except the financial bid (*Please write Space ID, Floor Level as per Annexure-1*). The venue may be changed to a new location within the Complex, if DMRC has reason to believe that all participants cannot be accommodated at the said venue. The participant agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration, whatsoever on account of minor change in venue. The Participants also agree voluntarily to be present at least half (½) an hour in advance before the beginning of open auction to take care of such emergencies.

### **Registration:**

- 5.3 All bidders will be required to get themselves registered( atleast 3 working days prior to the day of Schedule-1 auction) for the bidding process as per the schedule specified in the tender document/NIT. The bidder will be required to submit duly signed bid document, bid application form, annexure(s), KYC documents etc along with DD/ Pay Order in favour of DMRC Ltd. Issued by a scheduled commercial bank & payable at Delhi towards cost of the Bid Document and Earnest Money Deposit for the respective shop for which bids are to be made. One common Bid Document and cost of bid document may be submitted for all Schedules shops/spaces in which the participant is interested to bid. However, EMD/BID SECURITY shall be paid for Each Scheduled shop/space for which the participant is interested to bid,as specified in Annexure-1.
- 5.4 The registration will be done at the specified place on scheduled dates and time. No application for registration will be accepted after scheduled date & time of the expiry of deadline for the registration process. After registration, every bidder shall be given a unique registration number for participation in the auction. Bidders without the required EMD shall not be allowed to participate in auction process. (*Please write name and telephone no. on the reverse side of your EMD/BID SECURITY Drafts/PO*).
- 5.5 Bidders are requested to submit their filled Bid Document and EMD/BID SECURITY (s),along with tender cost well in time, on or before the scheduled date & time of the registration process. The Bid Document must be complete in all respects including annexures. All pages of this document must be signed as acceptance of terms and conditions mentioned therein and submitted before the end of the stipulated date and time of the registration process along with the following documents:
- a) One passport size photograph along with the three specimen signatures attested by Gazetted Officer/ District Magistrate/ Manager of any Nationalized Bank.
  - b) Identity proof (any photo identity card, such as driving license or voter's ID cards, Aadhar card/Passport).
  - c) Proof of residence (Aadhar Card / Driving License card / Electricity



Bill/Passport/voter ID).

- d) General Information of Bidder as per Annexure-4, POA as per Annexure-5, Consortium Agreement, MOA as per Annexure-6, Affidavit as per Annexure-7 and undertaking for responsibility as per annexure 8.
- e) Self-attested copy of PAN, TAN and GST registration number.
- f) Undertaking for not being banned from doing business as per Annexure 10.
- g) Undertaking for responsibility as per annexure 11, applicable for all bidders.

**Process of Auction:**

- 5.6 Only the registered applicant/bidder will be allowed to participate in the bidding process. In case of individual, sole proprietorship firm, partnership firm the physical presence of such bidders is mandatory in the auction. In the case of company/consortium and registered coop. Society the duly appointed POA may bid in the auction, in case of such bidders.
- 5.7 A Bidder may participate in auction for any number of Shops till the Cost of Bid Document and Earnest Money Deposit for the shops is paid to DMRC at the time of the registration process & it is available with DMRC as per the registration records & till it is exhausted
- 5.8 First Round of Auction shall start after the completion of registration process up to the specified time & date as given in the NIT as per the given schedule in order of serial numbers mentioned in schedule 1 of Annexure-1 and second round for shops listed in schedule 2 of Annexure-1 on the 2 day of auction.
- 5.9 The auctioneer will announce the Space ID, area of the Space in sqm, the Reserve Price in Rupees per sqm, Earnest Money Deposit, etc.
- 5.10 The bidder shall be permitted to make its bids in increments of Rs. 20/-(twenty) only. The bid price shall be made in Rupees per Square meter per month. Bidders shall not be permitted to repeat the same bid. In case of same/equal the bid, the bid made by the party first shall be taken as final.
- 5.11 In every round of bidding, the highest bid shall be called out thrice, and the final highest bid shall, on the third call, be captured by the ring of the bell and shall be taken as the final bid, subject to acceptance by DMRC. Bidders are advised not to wait for the final call, to call out their bids.
- 5.12 Ring of bell after Third Call of/for the highest Bid doesn't mean automatic licensing of shop. It only indicates capture of the highest bid by DMRC in the auction for a particular shop/space. Final acceptance of the highest Bid shall be done after the approval of competent authority of DMRC. The bidder unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration in case of non-acceptance of its Bid for any reason whatsoever. Any decision taken by DMRC management in this regard shall be final and binding on the bidders.
- 5.13 Subsequent to capture of the highest Bid, the highest bidder shall immediately submit its financial bid made in the Financial Bid Statement as per Annexure-3 to the Auctioning Team

of DMRC.

- 5.14 Once the reserve price is announced, countdown of the bidding process will start and if it is found that no Bid is called out for any announced commercial space/shop by the third call captured by the ring of the bell, the commercial space shall be treated as “Auction Failed” and the process for auction of next commercial space (if any) shall be started.
- 5.15 The EMD/BID SECURITY of the highest successful bidder for any built up shop will be retained and it shall be adjusted against its interest free security deposit/ performance security for the respective shop, in case of final acceptance of its Bid after approval of competent authority.
- 5.16 The signed bid document of the highest bidder will be retained in its acceptance of the terms and conditions.
- 5.17 Cost of Bid Document submitted to DMRC shall be non-refundable. In case of bidders having partially exhausted EMD, the balance amount after respective adjustment would be refunded in due course of time after auction process.
- 5.18 On the day of Auction, this process will be repeated for all shops (if any shop is still available for the bidding) in sequence of the Schedules indicated in Annexure-1 i.e. Schedule 1 & 2 to be conducted on day 1<sup>st</sup> and 2<sup>nd</sup> of the auction process.
- 5.19 The EMD of the unsuccessful bidders will be refunded after the auction process within 07 working days. In case of bidders having partially exhausted EMD, the balance amount after the respective adjustment in case of successful bids would be refunded preferably within 07(seven) working days after auction process & after due reconciliation in due course of time.
- 5.20 DMRC shall not entertain any communication from the bidders with respect to the bids w.e.f. the date of Auction to the date of acceptance. Notwithstanding anything contained herein, DMRC reserves the right to call for additional information/ clarification from the Bidders/ Applicants. The Bidders should furnish such requirements within the stipulated time.
- 5.21 DMRC reserves the right, not to offer clarifications on any issue, if it perceives that the clarification can only be made at a later stage of the selection/auction/bidding process. No extension of any deadline shall be granted on the basis or grounds that DMRC have not responded to any query or question or not provided clarification.
- 5.22 No offer can be assigned nor can it be withdrawn or varied prior to its acceptance/ refusal by DMRC. There shall be no overwriting or corrections while filling the bidder application form. Any such overwriting may render the offer null and void after approval of competent authority.
- 5.23 The successful bidder shall execute the license agreement with DMRC for auctioned licensed Commercial shops as per Draft License Agreement attached with the tender document on stamp paper and shall bear the cost of stamp paper required for executing the License Agreement.
- 5.24 The bidders shall bear all the costs associated with the preparation and submission of the bid



document and in no case, shall DMRC be responsible for these costs, regardless of the outcome of the selection process. The successful bidder shall also bear all the costs for preparation of the formal agreement and no compensation or claim on this account shall be entertained.

- 5.25 DMRC reserves the right to remove or add any built up shop listed in Annexure-1 of this bid document, from the bidding process before the start of the auction process. The bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any space from the bidding process.



**CHAPTER-6: MISCELLANEOUS**

- 6.1 The Auctioning Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Auctioning Process. During the auctioning 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. All disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- 6.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Auctioning Process and/ or amend and/ or supplement the Auctioning Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/ or evidence submitted to DMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Auctioning Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 6.5 The Bidders, who have down loaded the Bid Document from the DMRC's website, should ensure that the complete Bid Document has been downloaded. The printout of Bid Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on DMRC's website. The print should be legible and indelible. The downloaded Bid Documents should have tamperproof binding. In case of any correction/ addition/ alteration/ omission in the Bid Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

## **CHAPTER-7 FRAUD AND CORRUPT PRACTICES**

7.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit & appropriate Bid Security, Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.

7.2 Without prejudice to the rights of DMRC under Clause 9.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7.4 DMRC reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the time specified by DMRC, the supplemental information sought by DMRC for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

7.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit and appropriate the Bid Security and Interest Free Security Deposit / Performance Security and advance License fee received if any, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise

**Annexure-1: Details of Commercial Shops for day 1<sup>st</sup> of auction**

**Schedule-1**

S.No	Station	Line	Shop No.	Area(sqm)	Vacant/ to be vacated	Reserve price(Rs/Sq m/month)	EMD/B id securit y In Rs
1	Rajiv Chowk	2	RCK_07	83.76	Vacant	10786	976000
2	Rajiv Chowk	2	RCK_06	57.80	Vacant	10786	673000
3	Rajiv Chowk	2	RCK_TOM	65.20	Vacant	8254	581000
4	Janpath	6	Janpath_2	220.96	Vacant	1032	246000
5	Rajouri Garden	3	DGN	49.70	Vacant	3802	204000
6	ITO	6	ITO_CP1	242.00	Vacant	590	200000
7	ITO	6	ITO_CP2	143.36	To be vacated	590	183000
8	Shahdara	1	SHD_19	61.99	To be vacated	1211	162000
9	R.K. Ashram Marg	3	U22_AGN	35.84	Vacant	2074	161000
10	Rithala	1	RE_Addl_01	50.58	To be vacated	900	98000
11	Arjangarh	2	AJG_C_3	76.41	Vacant	588	97000
12	M G Road	2	MGRO_C_5	10.75	To be vacated	3864	90000
13	Sultanpur	2	SLTP_C_2	50.35	To be vacated	634	69000
14	Peeragarhi	5	PAGI_9	77.00	vacant	397	66000
15	R.K. Ashram Marg	3	U22_EGS	16.69	To be vacated	1800	65000
16	Subhash Nagar	3	U22_AGS	25.60	vacant	1128	62000
17	Rohini Sec-18	2	RISE_G_2	90.00	Vacant	315	61000
18	R.K. Ashram Marg	3	U22_CGS	16.46	vacant	1656	59000
19	Uttam nagar west	3	U22_AGS	15.53	vacant	1755	59000
20	Mundka	5	MUDK_1	82.00	Vacant	292	52000
21	Pratap Nagar	1	PRA_03C	27.86	To be vacated	833	50000

**Schedule-2**

S.No.	Station	Line	Shop No.	Area(s qm)	Vacant/to be vacated	Reserve price(Rs/Sqm /month)	EMD/Bid security In Rs
1	R.K. Ashram Marg	3	U22_BGS	26.69	vacant	813	47000
2	Shivaji Park	5	SHVD_4	81.33	To be vacated	270	47000
3	Shahdara	1	SHD_03	20.99	To be vacated	1020	46000
4	Shahdara	1	SHD_08	20.00	Vacant	1012	44000
5	Pratap Nagar	1	PRA_09C	43.88	Vacant	462	44000
6	Subhash Nagar	3	U22_GCS	22.68	Vacant	858	42000
7	Shahdara	1	SHD_07	20.00	Vacant	958	41000
8	Shahdara	1	SHD_13	20.00	Vacant	958	41000
9	Subhash Nagar	3	U22_DGN	35.02	To be vacated	540	41000
10	Rajouri Garden	3	U22_CCS	17.21	Vacant	1051	39000
11	Patel Nagar	3	PN_3G	13.91	vacant	1231	37000
12	Subhash Nagar	3	U22_BGN	19.46	To be vacated	882	37000
13	Pratap Nagar	1	PRA_07A	12.86	To be vacated	1290	36000
14	Kohat Enclave	1	KE_CE_02	8.25	To be vacated	1922	34000
15	Kanhaiya Nagar	1	KN_1C	13.00	Vacant	1320	37000
16	Rajender Place	3	U22_HCS	17.17	Vacant	969	36000
17	Nangloi Railway station	5	NRSN_5	82.00	vacant	190	34000
18	Keshav puram	1	KP_CE_01	15.55	To be vacated	992	33000
19	Uttam nagar east	3	UNE_1C	11.02	vacant	1387	33000
20	Pratap Nagar	1	PRA_05A	30.25	To be vacated	468	31000
21	Subhash Nagar	3	U22_AGN	16.40	To be vacated	882	31000
22	Patel Nagar	3	PN_1G	13.15	vacant	1037	29000
23	Maharaja Surajmal Stadium	5	SMSM_5	82.30	vacant	163	29000
24	Nangloi	5	NNOI_1	37.97	vacant	352	29000
25	Nangloi	5	NNOI_7	7.87	To be vacated	1668	28000
26	Pratap Nagar	1	PRA_2B	16.96	Vacant	754	28000
27	Shahdara	1	SHD_05	8.97	Vacant	1310	25000
28	Shahdara	1	SHD_06	8.22	To be vacated	1164	25000
29	Pratap Nagar	1	PRA_04B	11.81	To be vacated	601	25000
30	Pratap Nagar	1	PRA_05C	14.00	Vacant	759	25000
31	Pratap Nagar	1	PRA_09A	14.00	Vacant	864	26000
32	Pratap Nagar	1	PRA_11C	8.81	Vacant	1108	25000
33	Pratap Nagar	1	PRA_12C	9.35	To be vacated	550	25000
34	Pratap Nagar	1	PRA_14C	10.39	To be vacated	660	25000
35	Sultanpur	2	SLTP_C_1	8.58	Vacant	674	25000

36	Ghitorni	2	GTNI_C_3	10.30	Vacant	682	25000
37	Arjangarh	2	AJG_C_1	10.30	Vacant	780	25000
38	Moti Nagar	3	MN_1C	14.15	To be vacated	540	25000
39	Ramesh Nagar	3	U22_JCN	21.10	Vacant	312	25000
40	Tagore Garden	3	TG_1C	14.85	Vacant	767	25000
41	Subhash Nagar	3	U22_JCN	14.59	Vacant	540	25000
42	Subhash Nagar	3	U22_JCS	16.49	To be vacated	706	25000
43	Uttam nagar west	3	U22_DGS	15.76	To be vacated	225	25000
44	Uttam nagar west	3	U22_CCN	19.86	vacant	439	25000
45	Nawada	3	NWDA_1C	19.44	vacant	333	25000
46	Inderlok	5	ILOK_1	15.13	To be vacated	520	25000
47	Paschim Vihar East	5	PVE_4	9.99	To be vacated	288	25000
48	Peeragarhi	5	PAGI_3	7.32	To be vacated	702	25000
49	Peeragarhi	5	PAGI_5	22.73	To be vacated	396	25000
50	Peeragarhi	5	PAGI_8	22.73	vacant	385	25000
51	Udyog Nagar	5	UNRG_5	11.76	Vacant	173	25000
52	Maharaja Surajmal Stadium	5	SMSM_2	16.17	vacant	169	25000
53	Nangloi	5	NNOI_4	10.11	To be vacated	288	25000
54	Nangloi	5	NNOI_8	16.40	To be vacated	288	25000
55	Nangloi Railway station	5	NRSN_4	15.51	vacant	311	25000
56	Mundka	5	MUDK_4	14.98	To be vacated	432	25000
57	Paschim Vihar West	5	PVW_3	11.45	To be vacated	539	25000
58	Nangloi Railway Station	5	NRSN_2	8.48	To be vacated	600	25000
59	Mundka	5	MUDK_3	10.94	To be vacated	360	25000
60	Subhash Nagar	3	U22_EGS	32.35	To be vacated	335	25000

**Note-1:** Total number of Built-up Shops at 35 Metro Stations for bid is 81 (eighty one), shall offer these for licensing by open auction.

**Note-2:** Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to area, handed over.

**Note-3:** All built-up shops offered on license basis are on “as is where is basis”. On this area the selected bidders is expected to carry out all works, as needed for commercial use.

**Note-4:** The built-up shops can be utilized for all commercial activities except for banned list as per Annexure-II of DLA. In addition, no cooking is permitted for shops in underground stations. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.



- Note-5:** Bidders who propose to download and use this Bid document are required to collect the location plans for the above station shops from the office of the Sr. Dy. CE/PB-2, DMRC Ltd, 3<sup>rd</sup> Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, from 1500 hrs to 1700 hrs on all working days, free of cost. The plans are to be duly signed and submitted along with the Bid as its integral part.
- Note-6:** Interest free Security deposit/ Performance Guarantee amount is equal to 12 months/ one year's license fees.
- Note-7:** Parking- The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.





**Annexure-2: Bid Application Form**

(On Official letterhead of the Bidder)

No:

Dated:

To

**General Manager/Property Business,  
3<sup>rd</sup> Floor, 'A' Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110001**

**Sub: Auction for** Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in 81 commercial Space on License Fee basis at 35 Metro Station on Line – 1,2,3,5, & 6. The Bid is unconditional and unqualified.

1. I/ We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by DMRC; and
  - (b) I/ We do not have any conflict of interest in accordance with provisions of the Bid document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Bid document, in respect of any Bid by or any agreement entered into with DMRC; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (e) the undertakings given by us along with the Application in response to the Bid for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Bid document.
  6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
  7. In the event of declaration as the Successful Bidder, I/we agree to enter into a License Agreement in accordance with Draft License Agreement duly corrected as per addenda /corrigenda, if any. We agree not to seek any changes in the aforesaid Draft License Agreement and agree to abide by the same.
  8. I/ We have studied all the Bid Document carefully and also surveyed the Commercial Shops/spaces. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
  9. I/ We offer due Earnest Money Deposit to DMRC in accordance with the Bid Document. The documents accompanying the Bid, as specified in Bid, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
  10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
  11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid document, Draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the Commercial Shops/spaces.
  12. I/ We agree and undertake to abide by all the terms and conditions of the Bid document.
  13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
  14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Bid.
  15. I/ We hereby submit bid document i.e. Bid document and Draft License Agreement duly

signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

*(Following declaration is to be submitted only by the Bidders who have downloaded the Bid document from DMRC's website)*

I / We declare that the submitted Bid document is same as available on DMRC's website. I / We have not made any modification / corrections / additions etc. in the Bid Document. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Bid Documents. In case at any stage, it is found that there is any difference in the downloaded Bid Documents from the original Bid Documents available at DMRC's website, DMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid document.

Yours

**(Signature, name and designation of the Authorised signatory)**

**Name and seal of Bidder/Lead Member**

**Date:**

**Place:**

**Annexure-3: Financial Bid Statement**

I/ We hereby offer to take up on license basis the commercial space at \_\_\_\_\_ metro station having Space ID No. \_\_\_\_\_ (as indicated in Annexure-1) of approximately \_\_\_\_\_ sqm area, as demarcated in the site plan/s attached with this bid document as Annexure-IX, and to operate as a \_\_\_\_\_ (usages other than the usages banned list mentioned in Annexure-II) retail outlet thereon as per terms of this bidding.

- (a) I/We shall pay to DMRC a License fee of Rs. \_\_\_\_\_ (in figures) (Rupees \_\_\_\_\_) (in words) per sqm per month along with applicable GST which is presently @18% for the specified Space payable at half yearly basis for operating at the Licensed Premises for a period of only nine years from the date of possession or date mentioned in letter or notice for taking over possession as and when the same is communicated by DMRC to do so.
- (b) I/ we shall be pay The Water/drainage for licensed shop shall be provided depending upon technical feasibility and availability only. The water charges shall be applicable @ Rs. 2000/- per month + GST/taxes, as applicable from time to time, for shops with a ½ inch pipeline capacity. However, if the licensee is desirous of increasing the pipeline capacity, DMRC shall charge for the same at Delhi Jal Board's (DJB) commercial water rates. The recurring payments in item (a) and interest free security deposit/ Performance Security shall be escalated by 20% annually after completion of every three year of license period, on compounding basis and item (b) shall be escalated at the rate of 5% after every one year on compounding basis.
- (c) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy in license fee quoted in words and figures, the amount quoted in words shall prevail.
- (d) The other utility charges like electricity, water, chiller, etc.
- (e) All statutory taxes, local levies, statutory dues, etc. including property tax, as applicable from time to time.

I/We shall submit the interest free security deposit as requested within 30 days of date of the LOA along with the advance license fee for first half year including all other charges and take possession of the Licensed Space, on a convenient date, which may be decided and intimated by DMRC (within 7 days of making the payments of Interest Free Security Deposit/ Performance Security and advance license fee for first year).

I/We agree to start of license period from the date of possession or date mentioned in letter or notice for taking over possession of licensed Space, as and when the same is communicated by DMRC to do so, failure in taking possession shall amount to deemed hand over and License fee and other dues shall commence immediately after expiry of fitment period of 30 days from the date of handing over the licensed space.

I/We confirm that I/We have read and understood the rules and regulations regarding the auctioning process for licensing of the space, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the license as per the terms and conditions contained herein in this bid documents.

The final License fee will be worked out on the basis of actual area handed over as per actual measurement. The adjustment, if any, in payment will be made in subsequent half yearly license

fee, on pro rata basis. The area shall be worked out by measuring the internal dimension of the licensed space.

I/We require \_\_\_\_\_KVA of electricity load to operate the retail outlet. I/We also confirm our understanding that provision of the requested electricity load is subject to availability and technical feasibility. Priority will be for station utilities and services. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration, whatsoever on account of non-provision of the required electricity load. I/We agree to make all payments/ deposits related to provision of electricity and consumption thereof.

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

I/We agree to keep my/ our offer valid for 180 days from the due date of submission of this Bid.

**Authorized signatory  
Name & Seal of the Bidder**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Tel (O) \_\_\_\_\_

\_\_\_\_\_ Tel (R): \_\_\_\_\_

**Annexure-4: General Information of the Bidder**

1. (a) Name :
  - (b) Country of incorporation :
  - (c) Address of the corporate headquarters :
  - (d) Address of its branch office(s) in India:
  - (e) Details of KYC documents submitted:
2. Details of individual(s) who shall serve as the point of contact/ communication for DMRC within the Company:
    - (a) Name :
    - (b) Designation :
    - (c) Company :
    - (d) Address :
    - (e) Telephone Number :
    - (f) Fax Number :
    - (g) E-Mail Address :
    - (f) Details of KYC documents submitted:
3. In case of Consortium/JV:
    - a. The information above (1 & 2) shall be provided for all the members of the JV/Consortium.
    - b. Information regarding role of each member :

Sl. No.	Name of Member	Percentage Stake in JV/Consortium	Role*
1			
2			
3			

\* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder with rubber stamp of the firm/company etc as applicable)

Designation

Place:

Date:

**Annexure-5: Power of Attorney of Bidder**

Know all men by these presents, We \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, 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.

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 and shall always be deemed to have been done by us.

For

---

Accepted

\_\_\_\_\_ (signature)  
(Name, Title and Address) of the Attorney

**Note:**

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 39 fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. It should be on non-judicial stamp paper of minimum Rs.100/- or higher as applicable duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*



**Annexure-6: Consortium Agreement/ Memorandum of Agreement**

(Duly stamped on non-judicial stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

BETWEEN

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR  
M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its \_\_\_\_\_ 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

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR  
M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant 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 SECOND PART

AND

Mr. \_\_\_\_\_ R/o \_\_\_\_\_ OR  
M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant 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 THIRD PART

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for "Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction" 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 which the Bid has been floated by DMRC.

AND

Whereas in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

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.



**NOW THIS CONSORTIUM AGREEMENT/ MEMORANDUM OF AGREEMENT HEREBY WITNESSES:**

1. That in the premises contained herein the Lead Member and the Participant Member 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 “Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid “Space” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction”.
4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government 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.
5. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member shall have \_\_\_\_\_ percent (\_\_\_\_ %) of shareholding with reference to the Consortium for this specified license agreement.
  - (ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_ %) of shareholding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium 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 specified project.

8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of DMRC.

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

1. (\_\_\_\_\_)   
 Authorized Signatory   
 (\_\_\_\_\_)   
 For (Name of company)

2. (\_\_\_\_\_)   
 Authorized Signatory   
 (\_\_\_\_\_)   
 For (Name of company)

3. (\_\_\_\_\_)   
 Authorized Signatory   
 (\_\_\_\_\_)   
 For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**Annexure-7: Affidavit**

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 100)

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”) Bid Document for Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 and Metro Enclave (Pushp Vihar) through Open Auction [hereinafter referred to as “Space(s)”] and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by 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 any point of time including the License period, in case 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 Bid shall entitle us to be disqualified from the tendering process for the said project. The costs & risks for such disqualification shall be entirely borne by us
6. I state that all the terms and conditions of the Bid 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....., 2019.

DEPONENT

**Annexure-8: Undertaking for Responsibility**

(On Rs. 100/- stamp paper duly notarized)

\_\_\_\_\_ as a lead member of the consortium of \_\_\_\_\_ companies - namely \_\_\_\_\_ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction:-

1. That, we solely undertake that \_\_\_\_\_ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with license agreement pertaining to Commercial Shops/spaces at New Delhi Metro station with DMRC.
2. That, all consortium members are jointly or severely responsible for all commitments/ liabilities/ dues etc. to DMRC.
3. That, we further confirm that, the stake holding of lead member- \_\_\_\_\_ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the initial 2 (two) years lock in period of license agreement.
4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking Licensing of 81 built-up shops at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/ CEO of all \_\_\_\_\_ consortium members to sign on undertaking with witness signatures)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Witness 1.  
2.

**Annexure-9: DMRC's Survey Report**

**Overview:** DMRC conducted "customer satisfaction survey" from 9th July 2018 to 16th July 2018. Sixth such survey, which was also conducted in the year 2017, 2016, 2015, 2014 and 2013, had covered 1,12,180 passenger spread over 60 metro stations and inside trains. During survey, feedback were collected from passengers on all aspects such as availability and accessibility, facilities offered to passengers, customer services etc.

## OVERALL SATISFACTION IN CUSTOMER SATISFACTION SURVEY 2018



- Customer Satisfaction Survey 2018 revealed that majority of commuters has awarded "Good".
- Second majority of commuters has remarked "Very Good" to Delhi Metro.

**Annexure-10**

**UNDERTAKING FOR NOT BEING BANNED FROM/FOR BUSINESS**

(On Rs. 100/- stamp paper duly notarized)

We do hereby undertake & confirm that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.

Also any work executed by us either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of JV/Consortium.

In case at a later date the above undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

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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. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorised signatory of tenderer.



**Annexure-11**

On Rs. 100/- stamp paper duly notarized.

**Undertaking for Responsibility(For Bidder)**

\_\_\_\_\_ as a bidder for and on behalf of \_\_\_\_\_  
,(Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of Built-up shop:-

5. That, I/we Solely undertake that I/we \_\_\_\_\_ (Name of the bidder) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Built-up shop at \_\_\_\_\_ metro station with DMRC.
6. That, I/we are solely or severally responsible for all commitments/liabilities/dues etc. to DMRC Ltd. in respect of this allotment of Built-up shop at \_\_\_\_\_ metro station.

(Bidder to sign on undertaking)

\_\_\_\_\_

**Annexure-A**

**SITE VISIT DETAILS**

1. **Line – 1:** Site Visit on 30.10.2019 at 09:00 hrs, Meeting point at Shahdara Metro Station near Customer Care, concerned person: **Sh. Satish Tiwari, RI/PB**, Mob: 7838585011
2. **Line-2:** Site Visit on 31.10.2019 at 09:00 hrs, Meeting point at M G Road Metro Station near Customer Care, concerned person: **Sh. Tushar, RI/PB**, Mob: 9891272666
3. **Line-3&4:** Site Visit on 01.11.2019 at 09:00 hrs, Meeting point at R. K. Ashram Marg Metro Station near Customer Care, **concerned person: Sh. Paramjeet Singh, RI/PB**, Mob: 9911117786
4. **Line -5:** Site Visit on 30.10.2019 at 14:00 hrs, Meeting point at Punjabi Bagh Metro Station near Customer Care, concerned person: **Sh. Om Prakash, ARI/PB**, Mob: 7982713793
5. **Line-6:** Site Visit on 31.10.2019 at 14:00 hrs, Meeting point at Mandi House Metro Station near Customer Care, **concerned person: Sh. Vinay Lamba, RI/PB**, Mob: 9560028005