



DELHI METRO RAIL CORPORATION

Auction of Retail Spaces at HUDA City Centre MRTS Station

Retail Spaces Floor Level:

Package – 1 = Ground Floor Area -1 + Mezzanine Floor Area -1 (GFM1)

Package – 2 = Ground Floor Area -2 + Mezzanine Floor Area -2 (GFM2)

Package – 3 = Concourse Floor Area-1 (CF1)

Package – 4 = Concourse Floor Area-2 (CF2)

Package – 5 = Cafeteria (Terrace Floor)(CAF)

(Please tick the floor for which the Bid is being placed)

BID APPLICATION FORM (BAF)

DELHI METRO RAIL CORPORATION LTD.
2nd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi –110 001

BID APPLICATION FORM FOR LICENSING OF RETAIL SPACES AT HUDA City Centre MRTS STATION

1. Application form No._____ Cost of BAF (Non Refundable): Rs.5250/- (Rupees five thousand two hundred and fifty only, including 5% DVAT, vide a draft drawn on any scheduled commercial bank except regional rural bank and local area bank, in favour of "Delhi Metro Rail Corporation Ltd". This BAF can be downloaded from the official website www.delhimetrorail.com. Bidders must ensure that the non refundable amount towards cost of BAF is also enclosed with your Bid submission. Bids downloaded and submitted at the time of auction without non refundable cost of document will be rejected outright.
2. NAME OF PARTY PURCHASING BIDDING DOCUMENT:
3. BIDDING TERMS AND CONDITIONS
4. DRAFT LICENCE AGREEMENT- Annexure –I
5. FLOOR PLANS OF RETAIL SPACES AT HUDA City Centre– Annexure –VII
6. Lines of trade not allowed.- Annexure VIII

Sale of Bid applications from: 18-04-2011

Pre Bid Meeting: 1530 hrs on 28-04-2011

Date of Auction of Retail spaces: 1530 hrs on 11-05-2011(as indicated in Notice Inviting Bid). Kindly also refer to the DMRC website for Notice Inviting Bid, Corrigendum & Addendums if any.

(Please note; time, date and venue of auction is subject to change.) Open Auction will take place in **DMRC corporate office, 7th Floor, Conference Hall, Metro Bhawan, Fire Brigade Lane, Barakhamba Road New Delhi 110 001**.The nominated DMRC Auction committee, will initiate the open auction process. The bidder shall be present one hour before the time of auction.

Note: A Bid document is valid for only one retail space and separate Bids must be submitted for individual retail spaces.

This document (complete set), duly signed on all pages in acceptance of the terms and conditions contained therein should be carried in person along with the EMD money and other documents requested, in order to participate in the auction process.

DISCLAIMER

This request Bid Application Form (**BAF**) for “**Auction of Retail spaces at HUDA City Centre MRTS Station**” contains brief information about the Retail Spaces, Qualification Requirements and the Selection process for the successful bidder. The purpose of the BAF is to provide bidders with information to assist the formulation of their bid application (the ‘**Bid**’).

The information (‘Information’) contained in this BAF 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 BAF and any other terms and conditions subject to which such information is provided.

This BAF does not purport to contain all the information that each Bidder may require. This BAF has been prepared with a view to provide the relevant information about the Retail Spaces available with DMRC and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. 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 BAF 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 to the accuracy; reliability or completeness of the information provided in this BAF and that the information provided hereunder is only to the best of the knowledge of DMRC.

Intimation of discrepancies in the BAF, if any, may be given, by the Bidders, to the office of the DMRC immediately. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the BAF. In particular, DMRC shall not be responsible /liable for any latent or evident defect or character of the Retail Spaces including but not limiting to the following:

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

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

This BAF is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Retail spaces is to be Licensed and the right of the successful Bidder shall be as set out in separate agreements executed between DMRC and the successful Bidder broadly in the format setout herein.

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

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SECTION 1

PROJECT BACKGROUND

1 PROJECT BACKGROUND

1.1 Introduction

- 1.1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in conceptualization the Phase III of the project. As part of its mandate, DMRC has undertaken value capture from real estate to generate additional recurring revenue for the corporation, through participation of private sector retailers and developers.
- 1.1.2 Through this Auction, DMRC intends to select 'retailers' to take up on 'License basis' the Retail Spaces available for retail on the Ground, Mezzanine, Concourse and Terrace floors of HUDA City Centre MRTS Station complex. This Licensing is designed to give up-front and recurring revenue to DMRC to supplement its non fare-box collections in the operation phase.

1.2 Description of Retail Spaces

- 1.2.1 HUDA City Centre is the terminal station of Rajiv Chowk – HUDA City Centre underground/ elevated Metro line of Delhi MRTS Phase-II project recently commissioned. The station is in proximity to Delhi – Jaipur highway (NH 8), and is very accessible by road to all areas in Gurgaon. The station is a six storied structure which was brought into operational use recently. Apart from operating facilities for commuters, the station has on various floors approximately 9,600 Sq. m. of Retail Space which is proposed to be licensed out for various uses as detailed in this document. Being located in commercial Sector – 29 of Gurgaon, this station has an excellent opportunity to become the busiest commercial hub within this locality. With separate access being available for the commercial areas and ample parking space, with prominent and spacious frontage, and captive commuter base, these floor areas will present unique opportunities for retail players.

1.3 The Offer

- 1.3.1 Delhi Metro Rail Corporation (DMRC) invites Bids from Eligible Corporates / retailers / Store Operators in terms of eligibility criteria as specified in this document, for License to operate retail spaces at HUDA City Centre on "as is where is basis" as demarcated in plans placed as Annexure –VII of this document and details of which are given in the table-1 below.

Bids may be submitted by Corporates / retailers / Store Operators interested in operating the retail spaces (hereafter referred to as "**Bidder**").

The information submitted in the Bid Application Form (BAF) will form the basis for evaluating the Bidders (hereinafter referred as “**Bid**”). Interested ‘parties’ may participate in the Bid process as per the instructions given in this document.

1.3.2 The retail spaces are in form of built up areas at the HUDA City Centre MRTS Station with approximate sizes as indicated in the table-1.

DMRC will provide;

- (i) A bare shell structure with plain /concrete floors and walls, without internal finishes.
- (ii) Provision of Infrastructure will be as per terms and conditions indicated in Section 3.
- (iii) The Successful Bidder can use the parking facility where available/provided in metro station on usual charges for each entry during the Term of the License.
- (iv) All retail spaces are offered on “as is where is basis”

1.3.3 The Licensee has to do the following works:

- (i) All the internal finishing work of the PD area including internal partitions, doors, flooring, plastering, painting, painting etc. for PD area including refuse and breakout balcony as per the specifications and the requirements of GRIHA rating of the building.
- (ii) Extension of curved portion at mezzanine floor with MS structure including its finishing.
- (iii) Expansion joint treatment for all PD floors.
- (iv) Entry flooring work (granite flooring) exclusive for Ground floor entry as per approved design.
- (v) External structural glazing work (frame work suspended glazing (approx. area 500 sq.mt.) including glazed doors from ground to first floor in carved area as per approved specifications and design of DMRC.
- (vi) Glazed doors at PD floors for refuse area as per approved specification of DMRC.
- (vii) Cafeteria tensile roof structure and finishing including partition for Cafe on terrace –
- (viii) There is provision of tensile roof structure on terrace for Cafeteria. Loading for the tensile roof along with the position of anchoring of the same with slab as already provided in the terrace slab. The Licensee is to provide tensile roof structure as per the approved section and specification of DMRC.
- (ix) Toilets and pantry –

- a) All the finishing works of toilets in PD area including internal partition, plastering, dedo work, flooring, internal fixtures, plumbing and connection with outlet provided both for water supply and drainage at each floor as per specification and requirement of GRIHA Rating of building.
- b) Necessary arrangement for water purifier
- c) Distribution of water including installation of meters, storage and purification after taking all the approvals.

Table 1: Retail Spaces within HUDA City Centre MRTS station for Auction:

Package	Retail Spaces	Code	Appx. Area in Sq. m.
1	Ground Floor Area 1 + Mezzanine Floor area 1	GFM1	2638
2	Ground Floor Area 2 + Mezzanine Floor area 2	GFM2	2638
3	Concourse Floor Area-1	CF1	1455
4	Concourse Floor Area-2	CF2	1520
5	Cafeteria (Terrace)	CAF	1354

1.3.4 **Note:** - Areas indicated above are approximate. Actual area will be measured at the time of handing over of Retail Spaces. If there is any variation of area at the time of handing over the site, the upfront payment and License Fee will be charged on pro-rata basis.

1.3.5 Period of 'License'

1.3.5.1 The License will be valid for a period of 12 yrs from the date of handing over of Retail spaces. Thereafter License may be renewed on mutually acceptable terms, failing which DMRC would be fully entitled to take back the premises and run the property on their own or Re-License to a 3rd party as deemed fit.

1.3.5.2 Access to the Licensed space will be granted to the successful bidder within 30 days of signing the License Agreement and payment of upfront fees along with Performance Security to DMRC.

1.3.5.3 For carrying out the fit-outs, finishing works etc the Licensee would be permitted a rent free period of maximum 180 days from the date of handing over of the premises (hereinafter referred to as "**Moratorium**").

1.3.6 Activities permitted

The types of activities that are permitted within the Licensed premises are listed below:

- Departmental store/ Discount Store / Hypermarket

- Restaurants, Fast Food Stalls
- Offices, Banks
- Computer Training Centres
- Showrooms for Consumer goods like Garments, Electronics / electrical Items, general utilities, motor cars, other motor vehicles.

Other activities may also be permitted but with prior written approval of DMRC.

1.3.7 The successful bidder (Licensee) shall be entitled to operate the Retail Space for above-mentioned activities by itself or through sub-license, as detailed in the subsequent clauses

1.3.8 The successful bidder (Licensee) shall be entitled to sub-license the built up space, only after adding the necessary structures and utilities/services. However, for any such sub- license the following guiding principles will be scrupulously observed.

1.3.8.1 The successful bidder (Licensee) shall be entitled to sub-license the use of the Retail spaces, during the subsistence of the License period only with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of the License Agreement, including on sooner determination of the License Period for any reason whatsoever. All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensees rights, and further that the sub license shall not have any claim or seek any compensation from DMRC for any such termination.

1.3.8.2 The successful bidder (Licensee) shall prepare a draft Standard format of the sub-license agreement, which he/she/they will be required to sign with the sub licensees for the use of the Retail Spaces. The Licensee shall obtain the prior written approval of DMRC on such Standard draft. DMRC may specify certain covenants to protect its interests. Only after such covenants, will the Licensee be entitled to enter into sub-license agreements. In case of any deviation from the above-mentioned Standard draft sub-license agreements, the Licensee shall obtain the prior written consent and approval of DMRC before entering into an agreement with a sub-licensee. DMRC reserves the sole right not to give consent /approval to such a request and no compensation or claim on this account will be entertained.

1.3.8.3 At any point of time, the successful bidder (Licensee) will not enter into any sub-license with anybody in which they give any such right to a sub- licensee, which adversely affects the interests of DMRC or is not available to the bidder in the very first place.

1.3.9 End of the License Period

At the end of the License period by efflux of time or premature termination for any reason whatsoever, all rights given under the License Agreement shall cease to have effect, and Retail Spaces with all the furniture and fixtures and other assets

permanently attached to the Project Facility shall revert to DMRC without any obligation on DMRC to pay or adjust any consideration or other payment to the Licensee. DMRC at its own discretion may allow the sub-licensees / tenants / end users to continue on mutually negotiable terms & conditions.

It should be clearly understood that at the end of the License Period, DMRC can decide to run the property on its own, or re-License it to a third party or to manage it in some other manner which DMRC may deem fit.

1.3.10 Infrastructure Services

1.3.10.1 DMRC will supply electric power up to an extent of at the rate of 0.08 KVA per sq. m of floor area Licensed out at one point on each Retail Space. The tariff and all terms and conditions will be as per DERC regulations, applicable from time to time. The Licensee shall also charge tariff from his customers at rates stipulated by DERC. Licensee has to maintain the maximum demand within the power allocated. The common areas electricity consumptions for services like lightings, elevators, pumps etc. shall be apportioned pro-rata to the space occupied by the licensee. The electricity consumption charges through DG sets will be charged pro- rata at the rates to be fixed by DMRC.

1.3.10.2 Floor-wise electrical supply & Air-conditioning details:

HVAC Chiller Water				Electrical Load			
(Load in TR)				Load in KW			
S. No.	Floor	Normal		Normal		Emergency	
		Left Wing	Right Wing	Left Wing	Right Wing	Left Wing	Right Wing
1	Ground	84+32*	82+32*	51	51	18	18
2	Mezzanine	24*	28*	11.5	11.5	6.75	6.75
3	First (Concourse)	56	56	55	55	11	11
4	Terrace floor	40		38.5		13.5	

- (i) *Installation of Cassettes type chilled water units are to be provided by occupants of that PD area, only provision for chilled water tapping for cassette type unit will be done by DMRC.
- (ii) Only provision for chilled water tapping for cassette type unit will be done by DMRC.
- (iii) Internal ducting is to be done by respective occupants.
- (iv) Chiller will not operate in case of power failure. Only AHU fan will run for ventilation purpose.
- (v) Occupants will be allowed to use light & power load as per ECBC norms.

- (vi) Power supply feeder at one point will be provided for all cassttee type units in that PD area.

1.3.10.3 All the plumbing work for flushing & domestic requirement including connections from Municipal line to underground water tank, from underground tank to overhead water tank and subsequently from overhead water tank to each PD floor at one point for each package shall be provided by DMRC. The Licensee will have to make his own arrangements for distribution of water including installation of meters, storage and purification at his own cost after taking all necessary approvals. The discharge of all wastes including drainage shall also be arranged by the Licensee at his own costs and in this connection shall follow all directives as may be issued by the authorised representative of DMRC Additional area as may be required for this purpose for placement of utilities such as water tanks, laying of pipes etc will be charged at a rate equivalent to half the rate (recurring payment) per square meter charged/ accepted for the main Licensed area. All user charges in connection with usage /consumption of water will have to be paid as per prevailing rates for such purposes.

1.3.10.4 **Fire fighting arrangements:** Firefighting equipment, pumps & common piping etc will be arranged by DMRC at one point on each floor / package from where the licensee will take the tap off & make further arrangement for fire fighting. The fire alarm & detection system for above & below false ceiling has to be made by the licensee inside the licensed area & same has to be seamless integrated with DMRC system.

1.3.10.5 The successful bidder shall make their own fire-fighting arrangements including ensuring that automatic sprinkler systems are installed. However, they should ensure its integration in a seamless manner with that of the stations fire fighting systems and only on certification by the fire officer / authorised representative of DMRC can the said Retail spaces be occupied and used for commercial purposes. DMRC reserves the right to inspect the Retail spaces Licensed at any time during the period of License period, in connection with fire fighting readiness and may also issue directives in this regard, which will have to be adhered to and complied with in full. Any works as may be indicated on this account will also be carried out by the Licensee at his /their own cost. No claim for damages or compensation for inconvenience in this regard will be entertained by DMRC. Licensee shall ensure following:

- The relevant NOC for different commercial activities be had from respective departments by licensee, if any prior to starting of operation of activity.
- The fire equipment should be kept in working condition at all time.

- Licensee will be responsible for loss of life or property due to non functional of fire safety facilities in emergency.
 - The trained staff must be available round the clock.
 - No addition/ alteration should be done without the approval of competent authority.
 - Record of periodic check of fire equipments and installation should be maintained as per relevant code of practice.
 - Deviation if any may be brought to the notice of DMRC being controlling authority.
- 1.3.10.6 The successful bidder shall make their own fire-fighting arrangements. Such fire-fighting arrangements would conform to the National Building Code, relevant Building Byelaws and Fire Safety (Fire Prevention) Rules.
- 1.3.10.7 All sanitary line work from each floor to STP and from STP to municipal connection provision of discharge connection at one point for each package shall be provided by DMRC.
- 1.3.10.8 The Licensee shall provide unfettered access to the authorised representative of DMRC and its operation staff for the purpose of carrying out maintenance works if any inside the Licensed area at all times during the License period. The Licensee will not make any claims for damages, or seek any compensation on this account.
- 1.3.10.9 The Licensee will submit all plans/ drawings/ specification of material whatsoever including but not limited to internal partitions, fire detection & fighting, flooring, lighting, electrical, signage advertisement panels etc; for approval of DMRC before start of any work/s inside the Licensed area. DMRC reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations. All materials used including electrical materials should be as per standards prescribed by DMRC and in this connection the approval of DMRC must be taken before start of installation. The civil, electrical and fire inspectors of DMRC will have full and unfettered access to inspect and check the materials before and after installation, and during the period of License. All instructions issued by them in this regard will be complied with in full and within time stipulated by the said inspectors. No claim or compensation will be sought by the Licensee on this account.
- 1.3.10.10 DMRC will also arrange for a central air conditioning system from which chilled water for the use of Licensee will be supplied at one point on each floor pocket along with AHU.
- 1.3.10.11 Water supply will be arranged by DMRC and provided at one point on each floor pocket.

1.3.10.12 Internal distribution of power, air conditioning systems, fire fighting sprinklers, fire detection, advisable fire alarm panel etc as per norms etc required for the Licensed Space will however provided by the Licensee at their own cost.

1.3.11 Prior approval shall be taken from the respective departments of the DMRC about the requirement and available infrastructure required like electricity, water for air conditioning etc. by the successful bidder

1.3.12 Parking

Parking arrangements have been made by DMRC in the basement (484 ECS) exclusively for property development area. In addition to this surface parking (310 ECS) is also available, meant for commuters as well as commercial operators.

However, Dedicated Parking space shall not be available to any specific Licensee. The parking lots will be managed by an agency appointed by DMRC on a commercial basis. The Licensee can use the parking facilities available/provided in metro station on pay and use basis on usual charges for each entry during the Term of the License

1.4 **Basis for bidding**

Procedure for bidding and detailed conditions for participation in the selection process is detailed in Section 2 & 3.

SECTION 2

GENERAL TERMS & CONDITIONS

2 GENERAL TERMS & CONDITIONS

The retail spaces as mentioned in table 1 will be tendered through Auction process. The auctioning process has been explained in Section 3 of this document. The successful bidder shall be issued Letter of Acceptance (LOA). After acceptance of the LOA in writing and payment of upfront amount within 30 days of issue of LOA (as per clause 3.4.1a), along with performance security, the bidder shall enter into a License Agreement (draft outlining broad details enclosed with this BAF) with DMRC and carry out his responsibilities.

2.1 Terms & Conditions

- (i) The subject Retail spaces can be used for retail of any commodity other than given in the banned list provided at Annexure VIII. DMRC reserves the right to ensure that there is no violation of the same.
- (ii) The operator shall take up the full space on “as is where is basis”, (carpet area) as demarcated in the plans at Annexure VII of this document.
- (iii) All area of the Retail spaces as demarcated in the plans placed as Annexure –VII are tentative and are subject to change.
- (iv) Applicants who propose to download the Bid document are required to collect the plans of Retail spaces from the Office of Chief Engineer (Property Development) (address given in this document), free of cost and place the same as Annexure-VII. The applicant/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 Retail spaces plans from DMRC.

2.2 Eligibility Criteria

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

- (i) The Bidder must be a body corporate incorporated and registered in India under the Companies Act, 1956, or a Consortium of the same, duly registered under the law applicable to such company, either individually or in Consortium and further subject to compliance with applicable laws, policies and guidelines of Government of India.
- (ii) For Package 1, Package 2, Package 3, and Package 4-The annual Turnover (the “Turnover”) of the Bidder should be minimum ₹ 60,00,00,000 (Rupees Sixty Crore only) for each of the last three financial year as per the audited balance sheets of the bidder(s) starting from the financial year, 2007-08. The Bidder has to enclose the Audited Annual Reports of last three years i.e. 2007-08, 2008-09 and 2009-10

- (iii) For Package 5-The annual Turnover (the “Turnover”) of the Bidder should be minimum ₹ 30,00,00,000 (Rupees Thirty Crore only) for each of the last three financial year as per the audited balance sheets of the bidder(s) starting from the financial year, 2007-08. The Bidder has to enclose the Audited Annual Reports of last three years i.e. 2007-08, 2008-09 and 2009-10
- (iv) The Bidder must submit a two copies of the certificate of his Turnover duly certified by the statutory auditor of the Bidder, one along with this BAF and one along with the EMD before the start of auction process.,

2.3 Bid by a Consortium of firms

In case of a Bid by a Consortium of firms:

- 2.3.1 There can be a maximum of 3 (Three) members in a consortium.
- 2.3.2 Each consortium must specify the proposed equity shareholding and nominate a Lead Member of the Consortium. The consortium must submit the Power of Attorney by all members of the consortium in favour of the Lead Member This shall also be enshrined in the Memorandum of Agreement (MoA) signed by all Consortium members and submitted along with this bid as per Annexure IX.
- 2.3.3 The Consortium as a whole must be a sound entity both technically and financially. The aggregate annual turnover of the consortium shall be INR 60 Cr in last three years where the lead member shall contribute minimum 51% of total aggregate turnover of the consortium,
- 2.3.4 If the successful bidder is a Consortium of Firms, the License Agreement shall be signed with the entire Consortium i.e. all the Consortium Members shall be a party to the Agreement. The Consortium may be allowed to promote and incorporate a Special Purpose Company (SPC) to implement the Project, subsequent to the signing of the License Agreement but the SPC need not be a party to sign the Agreement. However, before floating an SPC the Consortium shall have to furnish Power of Attorneys by all the members of the consortium in favour of their officials to enter into the MOU for the SPC. The SPC can be permitted only by way of convenience to the consortium members, without in any way affecting the obligations and responsibilities of the consortium members. For the functional aspects the SPC will become the operating company of the Project, but the Consortium members shall continue to be responsible and liable for due performance of all the obligations and responsibilities assumed by them under the Agreement.
- 2.3.5 There shall be no change in the consortium’s proposed shareholding structure as mentioned in the submitted Bid till the Completion of the License period. For making

any changes in the consortium structure before Completion, the Bidder must take prior approval of DMRC.

- 2.3.6 The Lead Member of the Consortium shall together maintain a minimum equity stake of 51% of the aggregate shareholding of the Consortium at all times. Any deviation from the above shareholding structure shall expressly be with the prior written consent of DMRC. Further, any change in the equity shareholding pattern of the Special Purpose Company during the License period resulting in a change in management control shall be notified to DMRC and prior permission taken which will not be unreasonably denied. As and when the (SPC) is created and entrusted the task of implementing the project, the constitutional documents of the SPC and Board Resolutions authorizing the execution, delivery and performance of such tasks will have to be submitted to DMRC.
- 2.3.7 All members of the Consortium shall be liable, jointly and severally, for the operation of the Retail Spaces in accordance with the terms of the License Agreement.
- 2.3.8 Any individual Bidder or member of a consortium cannot be member in another consortium and participate in this Auction.

2.4 Assignability & Encumbrances

- 2.4.1 Except for the Sub-Licensing the use of the Retail space as per the terms of this Agreement, the Licensee shall not assign any of its rights, or interest in this License Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.
- 2.4.2 The Licensee may subject to the first and paramount charge of the DMRC over the receivables from the Sub-Licensees and other users of the Retail space and facilities, for the payment of the amounts becoming due to DMRC, create second or further charge over the receivables as security to recognised Financial Institution(s) / Banks for financial assistance and funding for operation of Retail Spaces subject to prior written approval of the DMRC. DMRC reserves the right not to give such approval. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on account of non issue of such an approval.
- 2.4.3 However under no circumstance, shall the building or facilities constructed or installed at the Retail Space be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including Lenders / Financial Institution(s) / Banks etc.

2.5 Statutory Clearances

- 2.5.1 The Licensee is required to remain within the Licensed premises but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity will be the sole responsibility of the successful Bidder / Licensee. He will also ensure that the use of Licensed space within the Station box is neither an impediment for smooth flow of traffic nor a safety hazard for the station structure or for commuters. He will also ensure that all station utilities and facilities falling within the Licensed space will be kept accessible and shall not interfere or tamper with those installations at any time.
- 2.5.2 Notwithstanding anything mentioned above, the successful Bidder/ Licensee is required to adhere to the provisions of the prevailing Development Plan and Building Bye-laws applicable in the area where retail space is located, for the development works to be undertaken by him.
- 2.5.3 The successful Bidder/ Licensee will obtain all Clearances and sanctions as required from competent authorities for building sub-plans, utilities, fire fighting, etc. It is to be clearly understood that all such clearances are to be obtained by the successful Bidder and DMRC may only provide assistance wherever possible on best effort basis without any binding obligation.
- 2.5.4 Fire fighting and other infrastructure so created within the Licensed space must be integrated with, that already provided /planned for, at the HUDA City Centre MRTS station.
- 2.5.5 The Licensee will adhere to all provisions of the Metro O&M Act,2002 and amendments thereto and also comply with all notices and circulars issued by DMRC from time to time.
- 2.5.6 The Licensee will carry out his commercial operations in strict compliance with all local municipal regulations.
- 2.5.7 The relevant No Objection Certificate (NOC) for different commercial activities shall be obtained by licensee from respective departments and submitted to the DMRC in the due time, if any.
- 2.5.8 The Licensee shall provide unfettered access to the authorised representative of DMRC and its operation staff for the purpose of carrying out maintenance works if any inside the Licensed area at all times during the License period. The Licensee will not make any claims for damages, or seek any compensation on this account.

2.5.9 The Licensee will submit all plans whatsoever including but not limited to internal partitions, flooring, lighting, electrical, signage advertisement panels etc; for approval of DMRC before start of any work/s inside the Licensed area. DMRC reserves the right not to give approval if it deems such works may act as a hindrance in the smooth functioning of its operations. All materials used including electrical materials should be as per standards prescribed by DMRC and in this connection the approval of DMRC must be taken before start of installation. The civil, electrical and fire inspectors of DMRC will have full and unfettered access to inspect and check the materials before and after installation, and during the period of License. All instructions issued by them in this regard will be complied with in full and within time stipulated by the said inspectors. No claim or compensation will be sought by the Licensee on this account.

2.6 Right to Reject Bids

DMRC reserves the right to reject any / all Bids including the highest Bid or withdraw the Retail Spaces of the Bid at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon DMRC. The bidder hereby voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from DMRC.

2.7 Misrepresentation / Fraud / Breach of Terms And Conditions

If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the DMRC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any amount/s paid by him.

2.8 Earnest Money Deposit & Performance Security

2.8.1 The Bidders shall submit an interest free Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rupees Ten lakhs only) in the form of Demand Draft / Pay Order in favour of "DMRC LTD", drawn on any scheduled commercial bank 'except Regional Rural Banks(RRB's) & Local Area Banks (LAB's)', acceptable to DMRC and payable at New Delhi, along with their bid.

2.8.2 In case of Bidder/s bidding for more than one Retail Space, he/they has/have to submit separate EMD of ₹ 10,00,000/- (Rupees Ten lakhs only) for each added Retail Spaces-(Package) in the same envelope.

- 2.8.3 Any Bid/offer, which is not accompanied by the requisite Earnest Money Deposit, will be rejected outright.
- 2.8.4 The EMD submitted by the successful Bidder may be adjusted against the upfront amount for the Retail Space.
- 2.8.5 The EMD of the other bidders shall be returned in accordance with clause 3.13.
- 2.8.6 The EMD shall however be forfeited in the following cases:
- (i) if the Bidder withdraws his/her/their proposal (offer) during the interval between the Auction Date and expiration of the Bid Validity Period;
 - (ii) if the successful Bidder fails to accept the Letter of Acceptance in writing, within the time specified in this document, or any extension thereof granted by DMRC;
 - (iii) if the successful Bidder fails to sign the License Agreement and/or make the Upfront payment (as per Clause 3.4.1.a) within the time specified in this document, or any extension thereof granted by DMRC;

2.9 Performance Security

- 2.9.1 The Licensee for the Retail Space shall submit a Performance Security to DMRC for a sum equivalent to one year's Recurring Payment (as per Clause 3.4.1(b)) for the said premises. This Performance Security shall be submitted along with the balance Upfront Payment before signing of License Agreement for the subject property.

Performance Security shall be in the form of Bank Guarantee / Demand Draft / Pay Order in favour of "DMRC LTD", drawn on any scheduled commercial bank 'except Regional Rural Banks(RRB's) & Local Area Banks (LAB's)', acceptable to DMRC and payable at New Delhi. The amounts of the Bank Guarantee shall be periodically escalated in accordance with the escalation in the recurring payment as per Clause 3.4.1.b.

- 2.9.2 The said Performance Security will be kept valid on a rolling basis till the end of the License Period.
- 2.9.3 The Performance Security would however be forfeited in case of any 'Event of Default' as described in the Draft License Agreement.

2.10 Bid Preparation Cost

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

2.11 Validity of Offer

- 2.11.1 The Bid shall remain valid for a period not less than 180 days from the due date of submission (Bid Validity Period). DMRC reserves the right to reject any Bid that does not meet this requirement. Validity of Bid shall be extended for a specified additional period at the request of DMRC.
- 2.11.2 A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its EMD for the period of extension.
- 2.11.3 The Bid Validity Period of the successful Bidder shall be extended till the date of execution of the License Agreement.

2.12 Disputes

- 2.12.1 All disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where DMRC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- 2.12.2 The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License Agreement.

2.13 Communication with DMRC

- 2.13.1 Communication/correspondence to DMRC will be done by a nodal member of Licensee, throughout the License period.
- 2.13.2 In case of consortium only lead member of consortium or authorized representative of lead member will communicate or correspond with DMRC.
- 2.13.3 Post- Auctioning representation will be done before:

Chief Engineer (Property Development),
2nd Floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001

- 2.12.6 **Downloaded Bid Application Form:** The BAF can also be downloaded from the website of Delhi Metro Rail Corporation i.e. www.delhimetrorail.com in which case the non-refundable fee ₹ 5250 (Rupees Five thousand two hundred and fifty only) inclusive of 5% of DVAT towards the cost of the BAF shall be submitted along with the submission, failing which the bid submission will be rejected outrightly. **No tampering, alteration or changing of the contents is permissible.**

SECTION 3

AUCTIONING SCHEDULE

3 AUCTIONING PROCEDURE

3.1 General

3.1.1 Bidders may send their queries to DMRC by 28-04-2011 in writing. All the bidders will be sent clarification to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by DMRC.

3.2 Amendment of BAF

3.2.1 At any time prior to the Auction, DMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the BAF. This will be uploaded in the DMRC website i.e. www.delhimetrorail.com as Notification / Addendum / Corrigendum and the Bidders shall visit the DMRC website for the same from time to time to seek any such information.

3.2.2 In order to give the bidders reasonable time in which to take an Addendum into account, or for any other reason, DMRC may, at its discretion, extend the Auction Date.

3.2.3 Response to queries/ addendums (if any) will also be uploaded in www.delhimetrorail.com. The bidders shall visit the website from time to time for any such information.

3.2.4 Pre-bid meeting

The Licensing Authority shall conduct a pre-bid meeting on 28-04-11 at 1530 Hrs for the purpose of providing clarification and answering to queries of the prospective Bidder at the following address:

Property Development Department,
DMRC, 2nd floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi 110001

3.3 Preparation of Bid Application Form

Bids should be submitted in the forms prescribed under this section, and relevant Annexures in Section 4.

3.3.1 Completed bids shall be accepted only up to **1500 Hrs, on 11-05-2011** at the Property Development Department, DMRC, 7th floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001. DMRC, at its sole discretion, retains the right, but is not obligated to extend the Auction Date, by issuing an Addendum to

those parties who have purchased the BAF from the office of DMRC and by also placing the same in the official web site of DMRC.

- 3.3.2 Bidders shall furnish the information strictly as per the formats given in Section 4 of this BAF and without any ambiguity. DMRC shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 3.3.3 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.
- 3.3.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly bid for the Retail Space, The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage.
- 3.3.5 All Bids shall be signed by the duly 'Authorised Signatory' of the Bidder. In case of a Consortium the proposal shall be signed by the duly Authorised Signatory of the Lead Member. Bidders shall submit a supporting Power of Attorney authorising the Signatory of the Proposal, to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a Consortium, such Power of Attorney shall be signed by all members of the Consortium and shall be legally binding on all of them.
- 3.3.6 The Bid shall be initialed on each page by the Authorised Signatory in unequivocal acceptance of all terms and conditions of this BAF. All the alterations, omissions, additions, or any other amendments made to the Bid shall also be initialed by him.
- 3.3.7 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the BAF shall be dated.
- 3.3.8 Bidders are required to submit separate Bids for each package as defined in Table-1.
- 3.3.9 Bidders may send their queries to DMRC by 28-04-2011 in writing only. The queries received after the prescribed date will not be entertained by DMRC.

3.4 Payments to DMRC

- 3.4.1 In lieu of the Licensing rights granted to him, the successful bidder (Licensee) for the Retail Spaces shall make payment to DMRC in two parts.

- a) **Part A: Fixed Upfront Fee (Non -Refundable, Non-Negotiable) for each Retail Space offered is as noted in the table 2 below:**

Table 2: Payments to DMRC

Sl. No.	Retail Spaces	Code	Appx. Area in Sq.m.	Upfront fee (Rs. Cr)	EMD (in Rs. Lakhs)	Security Deposit	Reserve Price Rs./Sq.m./month
1	Ground Floor Area 1 + Mezzanine Floor area 1	GFM1	2638	8.0	10	Equal to one year's License fees	
2	Ground Floor Area 2 + Mezzanine Floor area 2	GFM2	2638	8.0	10	Equal to one year's License fees	
3	Concourse Floor Area-1	CF1	1455	3.9	10	Equal to one year's License fees	
4	Concourse Floor Area-2	CF2	1520	4.0	10	Equal to one year's License fees	
5	Cafeteria	CAF	1354	2.3	10	Equal to one year's License fees	

100% of the upfront Fees shall be payable within 30 days of issue of L.O.A to the Licensee.

b) Part B: Recurring Payment

The License shall be for a period of twelve (12) years (here in after referred as “**Term**”) from the date of possession / letter or notice for taking over possession/ handing over letter. Bidders will have to quote the recurring amounts (reserve price mentioned in table 2 above) that they will pay to DMRC for the Licensed space. (Refer format given in Annexure V of Section 4). The License shall be granted on the following basis:

- (i) The first quarterly fixed **License fees**, would become payable to the DMRC, on expiry of Moratorium Period. Thereafter, the Fixed License fees would be payable in quarterly installments in advance, in the first week of the running quarter. The quarterly fixed License fees payable would be, as detailed in the financial Bid statement.
- (ii) After 12 (twelve) years, the License may be reviewed and considered for renewal on mutually acceptable terms and conditions. It may be renewed in favour of the original

Licensee, unless there has been default on any of the conditions/stipulations as laid down in the agreement with DMRC. However, DMRC reserves the sole right to refuse any such request for renewal. Requests for renewal of License would need to be made to DMRC, 6(six) months prior to expiry of the existing License.

- (iii) A **Maintenance Fee** of Rs 120/- per Sq. m. per month of the Licensed area would be payable to DMRC separately along with the fixed License fee, every quarter. The maintenance fee is payable from the date of handing over the site and no moratorium shall be applicable on the Maintenance fee.
 - (iv) The fixed License fees, Maintenance Fee and Security Deposit will be enhanced by 15% after completion of every three years on compounding basis from the date of handing over of possession or notice for taking over possession.
- C)** Service tax as applicable (on upfront, recurring, etc.) from time to time will be borne solely by the Licensee.

3.4.2 Apart from the area mentioned in table 1, additional area on terrace and ground floor for installation of utilities and services such as water tanks, AC plants, Generators, etc. (to the extent available and subject to technical feasibility) or even for construction of mezzanine will be charged at half the pro-rata rates for recurring payments. The Bidder has to accept the entire area made available for utilities and services by DMRC against written request from the former. No part payment or installments will be allowed in this regard.

3.4.3 The successful Bidder will have to deposit a Bank Guarantee of an amount equivalent to the **Security Deposit** indicated in table-2 for the said retail space towards the interest free Security Deposit within 30 days of issue of letter of acceptance. The refundable interest free Security Deposit will be returned on completion of the full Term of License, only i.e. after completion of 12 (twelve) years.

3.4.4 The successful Bidder will also have to deposit the first quarterly License fees on expiry of the Moratorium period along with Maintenance Fee and other charges if any, failing which the License may be cancelled and the Security deposit forfeited in favour of DMRC Ltd.

3.4.5 The recurring payments referred to above in 3.4.1 (b) & 3.4.2 shall be escalated at the rate of 15% every three years on compounding basis.

3.4.6 The License fees in clause 3.4.1(b) for the Retail spaces area shall become payable exactly after **180 days** from 'handing over' the space to the successful bidder

(Licensee) by DMRC while the Maintenance Fees is payable from the date of handing over the space.

3.4.7 The Licensee will make the payments for each quarter within seven days of commencement of the respective quarter.

3.4.8 Over and above the 'upfront' and 'recurring' payments', the Licensee will also pay all charges for the energy, water and other utility services to the extent provided to the Retail Spaces (Licensed site area) by DMRC.

3.4.9 Any delay in payments in the preceding clauses shall entail payment of interest **@15% per annum on the amount outstanding**, for the days of default. Delays beyond 60 days of the due dates for recurring payment, milestones will be treated as 'Licensee Events of Default'. In such an eventuality DMRC retains the right to encash the Performance Security and claim damages from the and even terminate the agreement as mentioned in the 'Performance Security' clause of the Draft License Agreement.

3.4.10 Payments Security & Escrow Accounts

(i) The successful bidder (Licensee), will be required to maintain with a Scheduled Commercial Bank, **(except Regional Rural Banks & Local Area Banks)** acceptable to DMRC, an Escrow Account as a payment security mechanism to protect the interest of DMRC. All the revenues of the Licensee from the Retail Space of whatsoever nature (including upfront/one –time payments, refundable & non-refundable deposits, rentals, License fees, maintenance fees and user charges, revenue from internal billboards/signages etc.) shall be credited to this account and outflows of cash on account of payments to DMRC and other purposes shall be debited, in accordance with the provisions of the License Agreement.

(ii) Within 2 months from the date of signing of the License Agreement, the Licensee shall identify a Nationalised/Scheduled Bank acceptable to DMRC and open the Escrow Account in terms of the Escrow Agreement to be signed between the Licensee, DMRC and the Bank. The draft of the Escrow Agreement is annexed as Schedule B to the Draft License Agreement in this BAF. The Bank will act as the Escrow agent for the purposes of receiving the receivables. The escrow account will be maintained throughout the License period.

(iii) For the payment of the amounts becoming due to it, DMRC shall always have the first and paramount charge over all receivables that the Licensee is entitled to claim or receive from the Sub-Licensee for the use of the Retail Spaces. The Escrow Bank shall be given irrevocable instruction to remit to DMRC the amounts becoming due to DMRC under the License Agreement as per the claims made by DMRC from time to time .So long as any amount is outstanding to DMRC from the Licensee, the amounts in the Escrow Account, shall not be utilised for any purpose other than for payment to DMRC. After due discharge of all amounts outstanding to DMRC , the Escrow Bank shall be entitled to allow the amount to be utilised by the Licensee till such time further amounts become due from the Licensee to DMRC as per the claims made by DMRC. Subject to the above and to the first and paramount charge, DMRC may allow the Licensee to create second charge over the receivables in favour of financial institutions.

(iv) The provision of Escrow Account can be waived off at DMRCs discretion upon request of Licensee.

3.5 Language and Currency

3.5.1 The BAF and all related correspondence and documents shall be written in English language.

3.5.2 The currency for the purpose of the BAF shall be the Indian National Rupee (INR).

3.6 Bidder's Responsibility

3.6.1 Each Bidder will be deemed to have inspected the retail spaces, the surroundings and inspected all necessary documentation and made all inquiries prior to participating in the Bid process. The space is being offered on "as is where basis is". The Bidder would have satisfied himself/herself/themselves that the space is suitable for setting up his/her/their business.

3.6.2 The Bid Application Form must provide all the necessary information and DMRC reserves the right to reject any offer that does not contain all the information requested for.

3.6.3 All pages of this document must be signed as acceptance of terms and conditions mentioned therein and submitted before the start of the Bid process.

3.6.4 DMRC reserves the right to call for additional information/ clarifications from the Bidders. The Bid applicants should furnish such requirements within such time as may be permitted by DMRC.

- 3.6.5 The applicant shall bear all costs associated with the preparation of the Bid and DMRC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.
- 3.6.6 DMRC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this BAF will be rejected.
- 3.6.7 The successful Bidder will also be required to take, prior approval from all the relevant authorities legal and statutory as per the applicable laws for operation of business.

3.7 Modification and Withdrawal of Bids

- 3.7.1 No Bid shall be modified or withdrawn by the Bidder after the Auction Date.
- 3.7.2 Withdrawal of a Bid during the interval between Auction Date and expiration of the Bid Validity Period would result in automatic forfeiture of the EMD.

3.8 Bid Process

- 3.8.1 The Bidder should be present for the Bidding at the venue i.e. 7th Floor, Conference Hall, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001 with the Bid Application Form duly filled in, incorporating all the information requested in the document except the financial Bid. (Please write the Retail Space Code after referring to table-1.)
- 3.8.2 Please note the venue may be changed to a site within the complex, if DMRC has reason to believe that participants cannot be accommodated. 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 applicant also agrees voluntarily to be present at least one hour (1 hrs) in advance to take care of such emergencies.
- 3.8.3 The Bid applicant must hand over the earnest money to the DMRC auction committee before start of the Bid process. Bidders without the earnest money & cost of document will not be allowed to participate in the Bidding process. (Please write your name and telephone no. on the reverse side of your EMD drafts).
- 3.8.4 All pages of the Bid Application Form must be duly signed as a token of acceptance, of the terms and conditions contained therein. The BAF must be complete in all respects.

3.8.5 The open Bid / auction process of Retail spaces in sequence as given in Table 1 will be started on the 11-05-2011 at 1530 Hrs. Bidders are requested to be present with their filled Bid Application Forms and EMDs well in time, at least an hour before scheduled start of the Bidding process. Only the actual participant will be allowed to participate in the Bidding process.

3.8.6 The Bidding process is explained below;

- a) Bidding of Retail Spaces will start in serial order as specified in table 1.
- b) The auction / marketing committee will announce the Retail Space for which Bids are being requested.
- c) Bidders are requested to make the Bids in increments of Rs.10/- only (above reserve price specified in Table 2). The Bidding will be made on Rupees per Square meter per month basis. Please refrain from making same Bids. In case of same Bid, then the Bid made by the party first will be taken as final.
- d) In every round of Bidding, the highest Bid will be called out thrice, and the final Bid will, on the third call, be accompanied by the fall of the hammer. Bidders are advised not to wait for the final call to call out their Bids.
- e) The EMD of the highest Bidder will be retained and will be adjusted against the upfront payment to be paid by the Bidder. The EMD amounts of all unsuccessful Bidders will be returned immediately.
- f) The signed Bid document and EMD of the highest Bidder will be retained in acceptance of the terms and conditions.
- g) The EMDs of only the unsuccessful Bidders will be returned and they would be free to use the same for continuing to participate in the Bidding process.
- h) This process will be repeated separately for each Retail space as specified in table 1

3.8.7 The Address of the office of Chief Engineer (Property Development) is as follows;

**2nd floor, Delhi Metro Rail Corporation Ltd,
Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi-110001**

3.8.8 DMRC shall not entertain any communication from the Bidder with respect to the Bids from the date of submission to the date of acceptance. DMRC reserves the right to call for additional information / clarification from the applicants. The applicants should furnish such requirements within the time stipulated.

- 3.8.9 No extension of any deadline will be granted on the basis or grounds that DMRC have not responded to any query or question or not provided clarification.
- 3.8.10 DMRC reserves the right to not offer clarifications on any issue if it perceives that the clarification can only be made at a later stage of the selection process.
- 3.8.11 No offer can be assigned nor can it be withdrawn or varied prior to acceptance or refusal by the DMRC. There shall be no overwriting or corrections while filling the form. Any such overwriting may make the offer null and void after approval of competent authority.
- 3.8.12 The successful Bidder will be required to enter into a License Agreement with DMRC for each of the retail spaces allotted. An Indicative License Agreement along with the terms and conditions are placed at Annexure –I
- 3.8.13 The applicant shall bear all the costs associated with the preparation and submission of the BAF 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 will be entertained. (The successful Bidder is required to enter into an agreement with DMRC as specified in this document and prepare two copies, one each for DMRC and himself.)
- 3.8.14 DMRC reserves the right to reject outright conditional offers without assigning any reason whatsoever.
- 3.8.15 The Bidders are advised that all provisions of the Delhi Metro Operations & Maintenance Act will be applicable, and as such advised to conduct themselves in an orderly manner.
- 3.8.16 DMRC reserves the right to remove any Retail space listed in the table-1 of this document, from the Bidding process before the start of the open 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 Retail space from the Bidding process.

3.9 Acceptance of the Offer

- 3.9.1 DMRC shall issue a Letter of Acceptance (LOA) to the selected Bidder for the use of Retail space.
- 3.9.2 The selected bidder is required to send their unconditional acceptance of LOA within 7 days from the date of issue of the LOA.

3.9.3 DMRC shall retain the right to withdraw the LOA in the event of the selected bidder fails to accept the LOA within the time limit specified in the above clause.

In this event, DMRC will forfeit the EMD of the selected bidder. The selected bidder, hereby undertakes, unequivocally not to seek any claim, compensation, damages or any other considerations on what so ever an account of such forfeiture of EMD amount.

3.10 Execution of License Agreement

3.10.1 The successful bidder is required to sign the License Agreement within thirty (30) days of issue of L.O.A. But prior to signing of the Agreement, the Bidder must satisfy the following conditions, DMRC shall not execute the License Agreement until these conditions have been satisfied.

- (i) The Bidder has paid the upfront Fee i.e. 50% will be payable within 15 days of issue of LOA and balance will be payable before the signing of the Agreement within thirty (30) days of issue of L.O.A. to the Successful Bidder.
- (ii) The Bidder has submitted the requisite Performance Security to DMRC.
- (iii) The Bidder has submitted certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of this Agreement to DMRC before the signing of this License Agreement.

3.10.2 Failure to meet these conditions will result in a breach and DMRC shall be entitled to cancel the award without being liable in any manner whatsoever to the Bidder and to appropriate the EMD and any other amount deposited till that time as 'Damages'.

3.10.3 The cost of stamp duty for execution of License Agreement, registration charges and any other related Legal Documentation charges and incidental charges will be borne by the successful bidder.

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

3.11 Amendment of BAF

3.11.1 At any time prior to the Auction Date, DMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the BAF

through the issuance of Addenda. This shall be uploaded on the DMRC website i.e. www.delhimetrorail.com.

3.11.2 In order to give the Bidders reasonable time in which to take an Addendum into account, or for any other reason, DMRC may, at its discretion, extend the Auction Date.

3.12 Unsuccessful Bidders

3.12.1 DMRC shall return the EMD received from the bidders who have not qualified/declared as successful bidder, immediately after the Auction.

SECTION 4

ANNEXURES and Formats for Submission

Annexure - I
INDICATIVE DRAFT LICENSE AGREEMENT
(ENCLOSED SEPARATELY)

Annexure 2

Letter of Application

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

Property Development Department,
DMRC, 2nd floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi 110001.

Sub: Bid Application Form for Property Development at HUDA City Centre MRTS Station complex, Gurgaon

Sir,

1. Being duly authorized to represent and act for and on behalf of.....(hereinafter referred to as 'the applicant'), and having studied and fully understood all the information provided in the BAF document, the undersigned hereby apply as a bidder for Retail Space with code _____(as provided in table-1) **at HUDA City Centre MRTS Station Complex on License basis**, according to the terms & conditions of the offer made by DMRC.
2. The Earnest Money Deposit is enclosed in the Envelope 1 marked "Earnest Money Deposit".
3. DMRC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
4. DMRC and its authorized representatives may contact the following persons for any further information :
Name of the person (s):
Address:
Phone: Fax:
5. This application is made with full understanding that:
 - (a) Bids will be subject to verification of all information submitted at the time of auctioning.
 - (b) DMRC reserves the right to reject or accept any bid, cancel the auction process, and / or reject all bids.
 - (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the bidder of the same.
6. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
7. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this BAF and Retail Space related Information as required for the Bid. We have

also visited the Retail Space site for the assessment and have made our own due diligence and assessment regarding the Retail Space.

8. We agree to keep our offer valid for Ninety (90) days from the date of submission of Bid thereof and not to make any modifications in its terms and conditions, which are not acceptable to the DMRC. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
9. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by DMRC. We agree that, without prejudice to any other right or remedy, DMRC shall be at liberty to forfeit the said EMD absolutely.

Authorised signatory

Date:

Name and seal of Bidder

Place:

Encl:

1. The EMD of Rs.10,00,000/- (Rupees Ten lakhs only) in the form of Demand Draft/Pay Order bearing No. _____ drawn upon _____ (bank) dated _____.
2. Power Of Attorney For Signing Of Application including Board resolution authorising the signatory (Suggested Format at Annexure X)
3. Memorandum of Agreement (MOA) in case of a Consortium
4. Relevant Submissions as per the given Formats

Annexure 3

General Information of the Bidder

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

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

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

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

Annexure IV Summary of Financial Details

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

(Rs. Crores)

Particulars			
Accounting year	2009-10	2008-09	2007-08
Annual Turnover			

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the preceding 3 (Three) years.
- 2) Attach Certificate duly signed by the Statutory Auditors depicting year wise mobilization
- 3) The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.
- 4) The Form Annexure IV is also to be attached with the EMD of the Bidder, duly certified by their Statutory Auditor.

Signed

(Name of the Authorised Signatory)

Signature of CA/ Statutory Auditors

For and on behalf of

(with seal & registration no.)

(Name of the Bidder)

Designation

Place:

Date:

Annexure V

Format for Financial Proposal- HUDA CITY CENTRE MRTS Station

(To be submitted and signed by the Bidder's authorised signatory after the Completion of Bid Process)

Property Development Department,
DMRC, 2nd floor, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi 110001.

Sub: Bid for Property Development at HUDA City Centre MRTS Station Complex for
Package ____ (insert the package number)

Sir,

We hereby submit our Financial Offer for the captioned Bid. If the Retail Space is awarded to us, we agree to make the following payments to DMRC as per the terms given in the Bid Application Form (BAF).

1. Fixed Upfront Fee (Non-refundable, non-negotiable) of **Rs. _____ Crores (Rupees _____ Crores only¹)** before signing of the License Agreement. **i.e. within 30 days from the date of issue of L.O.A.**
2. Recurring Payment of **Rs. _____ (in figures) (Rupees _____) (in words)** at quarterly basis from the expiry of the Moratorium Period for the License Period,.
3. We also agree to pay Rs 120/sq. m./per month for the total leased area as Maintenance fee at quarterly basis from the date of handing over the site.
4. We also agree to pay at half the pro-rata rates of the Recurring payment in item 2 above, for the additional area or mezzanine floor area, which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services, as per clause 3.4.2 of BAF.
5. The recurring payments in item 2 and maintenance fee in item 3 above shall be escalated at the rate of **15 %** every three years on compounding basis.
6. Service tax as applicable from time to time will also be paid by us/me.
7. The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If **I/we** do not accept the correction of errors, this tender will be rejected & Earnest Money will be forfeited.

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

We agree to keep our offer valid for 90 days from the Auction date.

Authorised signatory

Date :

Name and seal of Bidder

Place :

¹ Insert the relevant upfront Amount as per clause 3.4.1(a) of BAF for the Retail Space, for which the Bid is being placed

Annexure VI

Affidavit

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

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

1. I say that I am the authorised signatory of(insert name of company /consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Property Development at HUDA City Centre MRTS station, Delhi, Bid Application Form ('BAF') for package ____ (insert the package number) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by DMRC.
4. I say that if 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 BAF shall entitle us to be disqualified from the Auctioning process for the said Retail Space. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Bid Application Form (BAF) 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.

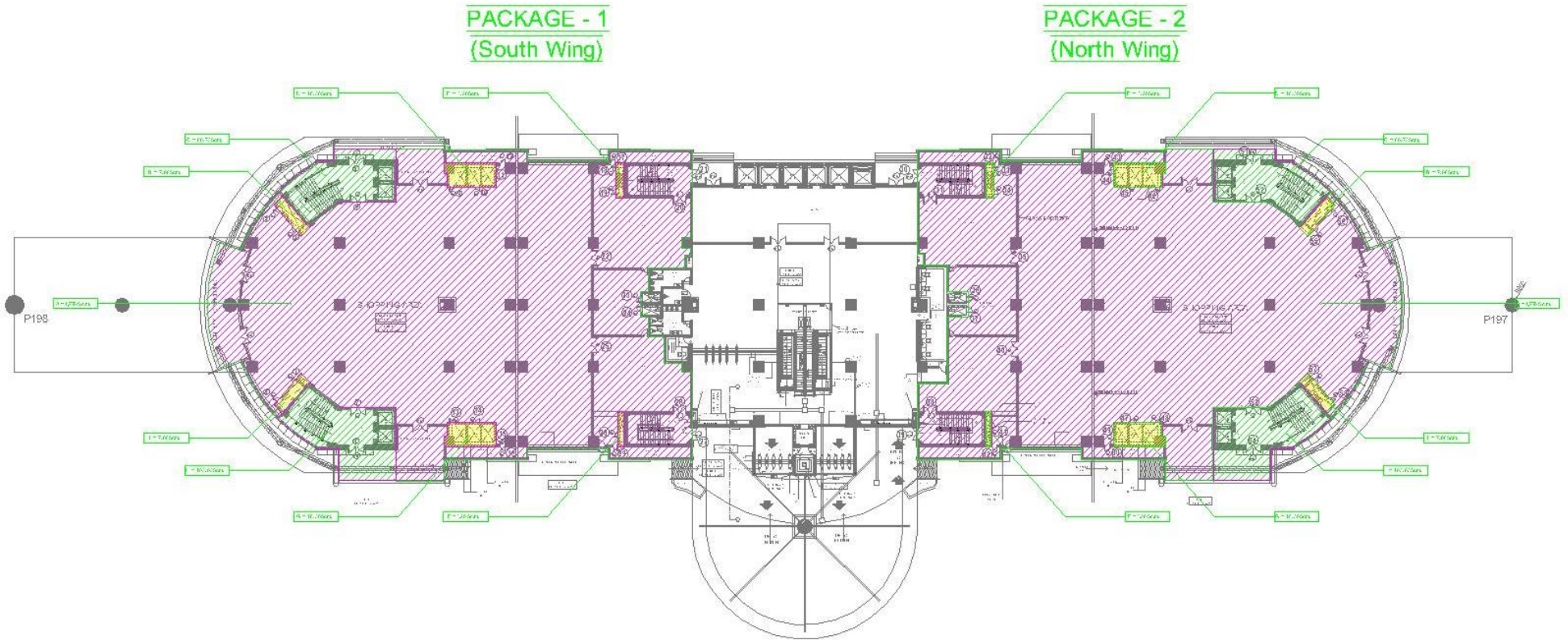
Verified at, on this day of.....,2011.

DEPONENT

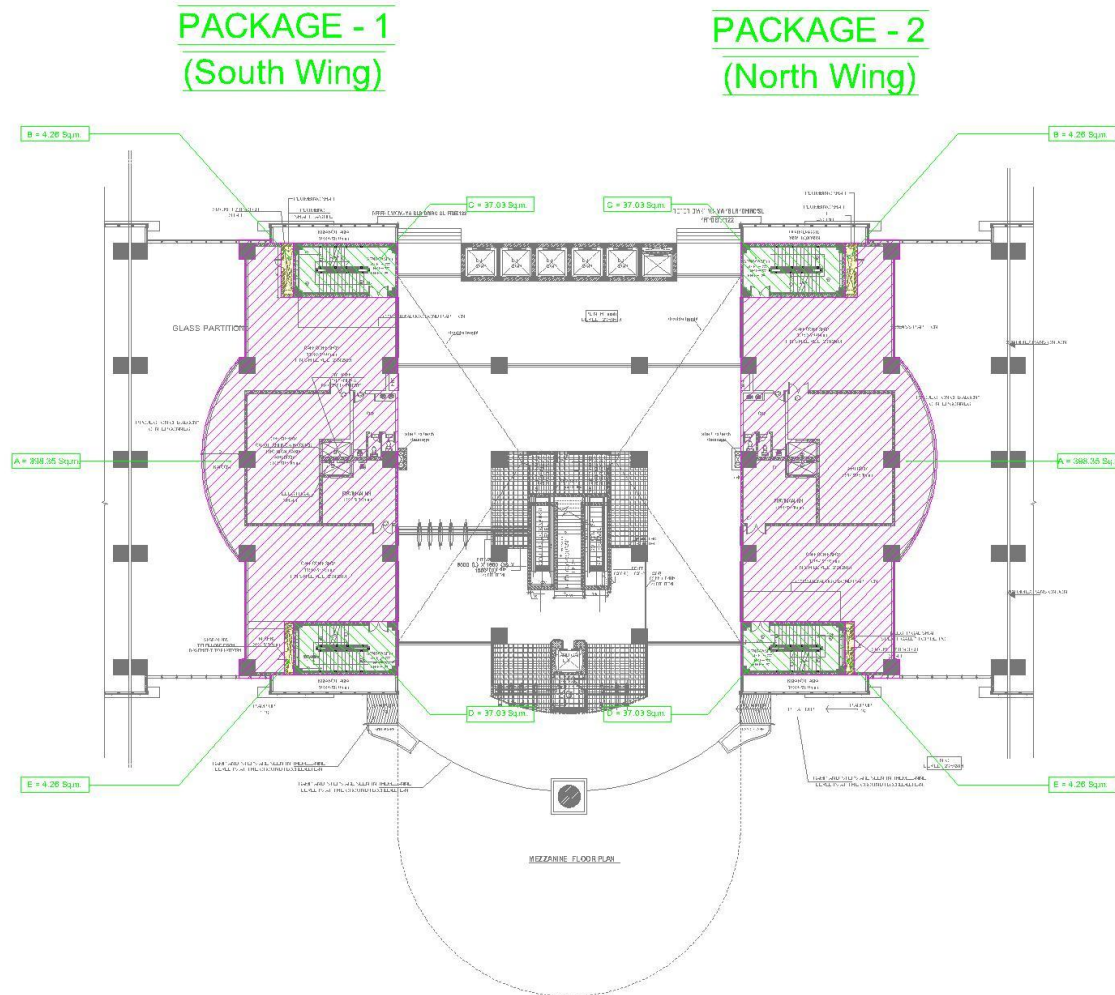
ANNEXURE VII

Floor Plans

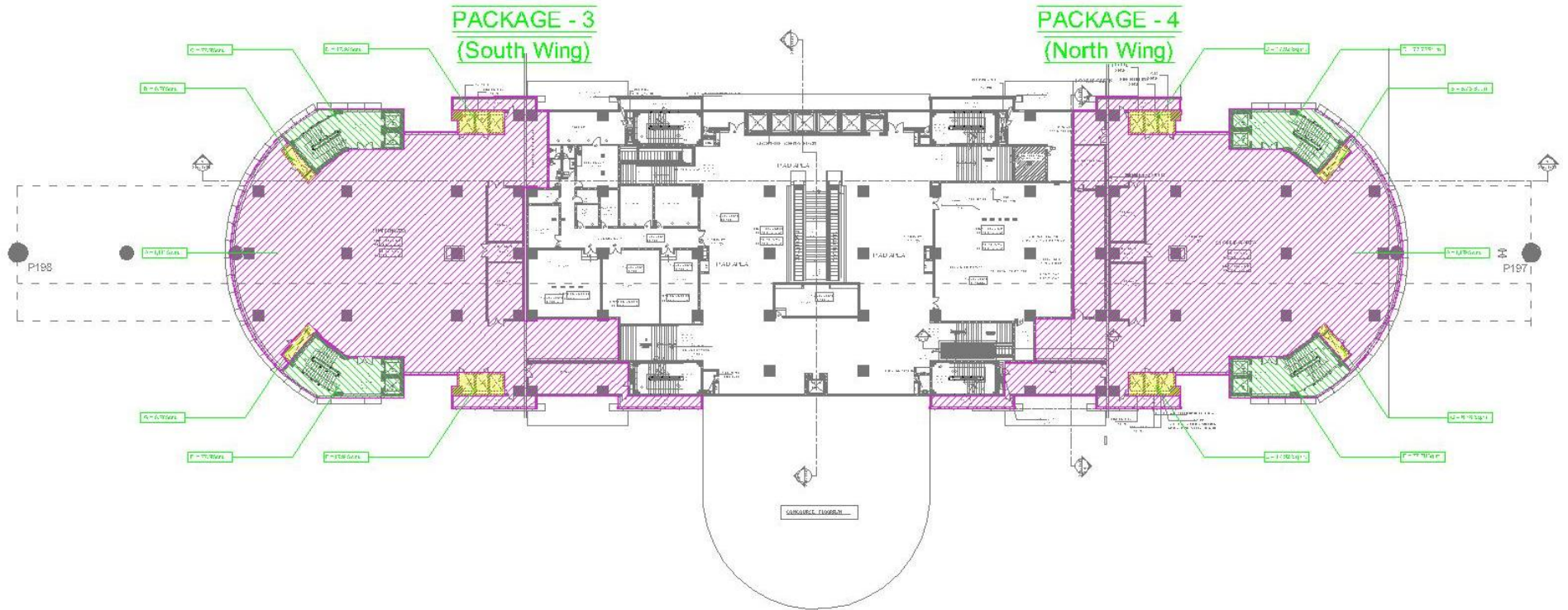
Floor Plan 1 – Ground Floor Plan 1 & 2



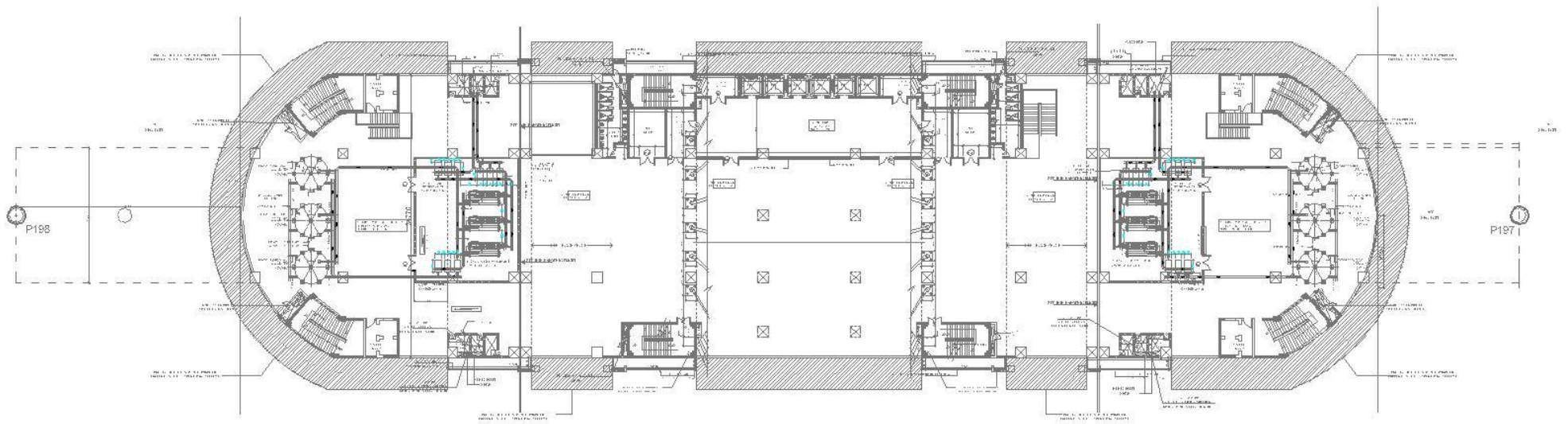
Floor Plan 2 – Mezzanine Floor Plan 1 & 2



Floor Plan 3 – Concourse Floor Area Plan 1 & 2



Floor Plan 4- Cafeteria



ANNEXURE VIII**LIST OF USAGES BANNED**

1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Storage and Sale of liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Gas based cooking strictly prohibited.
6. ATMs
7. Marriage and Banquet Halls

ANNEXURE IX**CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT**

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____ day of _____, 2011.

BETWEEN

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

AND

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and Office at _____, acting through its Joint President, _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') 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 **OTHER PART**;

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for the "**Property Development at HUDA City Centre MRTS station- Package ____ (insert the package number)**" on License basis, in terms of the BAF issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for handling the Retail Space for which the Bid has been floated by DMRC.

AND WHEREAS in terms of the bid documents both the 'parties' jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both 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 Auctioning process for "**Property Development at HUDA City Centre MRTS station- Package ____ (insert the package number)**" in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).
2. That both 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 "**Property Development at HUDA City Centre MRTS station- Package ____ (insert the package number)**" in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.
3. That both 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 Auction process for “**Property Development at HUDA City Centre MRTS station- Package ____ (insert the package number)**”.

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 share holding of the members of the Consortium for this specified purpose shall be as follows:-
 - a) The Lead Member shall have _____ per cent (_____%) of share holding with reference to the Consortium for this specified Retail Space.
 - b) The Participant Member shall have _____ (_____%) of share holding with reference to the Consortium for this specified Retail Space.
6. That in order to fulfill the requirement of the Bid process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Consortium through which the Consortium proposes to undertake the **Property Development at HUDA City Centre MRTS station- Package ____ (insert the package number)** of DMRC.
7. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of DMRC subject to the conditions as may be stipulated by them in this regard.
8. 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 Retail Space.
9. 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 Space.
10. 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 Retail Space if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Consortium to be got incorporated by the Consortium Members to meet the requirements and stipulations of DMRC.

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

1. Managing Director

(-----)

For (Name of company)

2. Managing Director

(-----)

For (Name of company)

WITNESSES: 1.-----

2.-----

Enclosure:

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

ANNEXURE X**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF Bids**

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

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

For.....

Accepted

.....(Signature)

(Name, Title and address) of the Attorney

Note:

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