



**DELHI METRO RAIL  
CORPORATION LIMITED**

## **Property Development at Okhla MRTS Station**

**REQUEST FOR PROPOSAL  
(RFP) DOCUMENTS**

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**TENDER DOCUMENT  
DRAFT LICENSE AGREEMENT**

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



**DELHI METRO RAIL CORPORATION LIMITED**

**Property Development at Okhla MRTS Station Building**

**REQUEST FOR PROPOSAL (RFP) DOCUMENTS**

**TENDER DOCUMENT**



**DMRC LIMITED**

RFP Document No: DMRC/PD/ \_\_\_\_\_

**Request for Proposal Document for Property Development at Okhla MRTS Station Building.**

Name and address of the Bidder to whom issued:

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

Date of issue.....

Issued by.....

Cost of RFP document: Rs 5,250/- (Rupees Five thousand two Hundred fifty only) inclusive of 5% DVAT which is non refundable.

## DISCLAIMER

This request for proposal (**RFP Document**) for **“Property Development at Okhla MRTS Station”** (**‘Project’**) contains brief information about the spaces, Qualification Requirements and the Selection process for the successful bidder. The purpose of the RFP document is to provide bidders with information to assist the formulation of their bid application (the **‘Bid’** ;).

The information (‘Information’) contained in this RFP 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 Applicant(s) on the terms and conditions set out in the RFP Documents and any other terms and conditions subject to which such information is provided.

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

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

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

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

This RFP Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder 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.

The word **“Bid”** and **“Tender”** are used interchangeably in this document.

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# **SECTION 1**

## **PROJECT BACKGROUND**

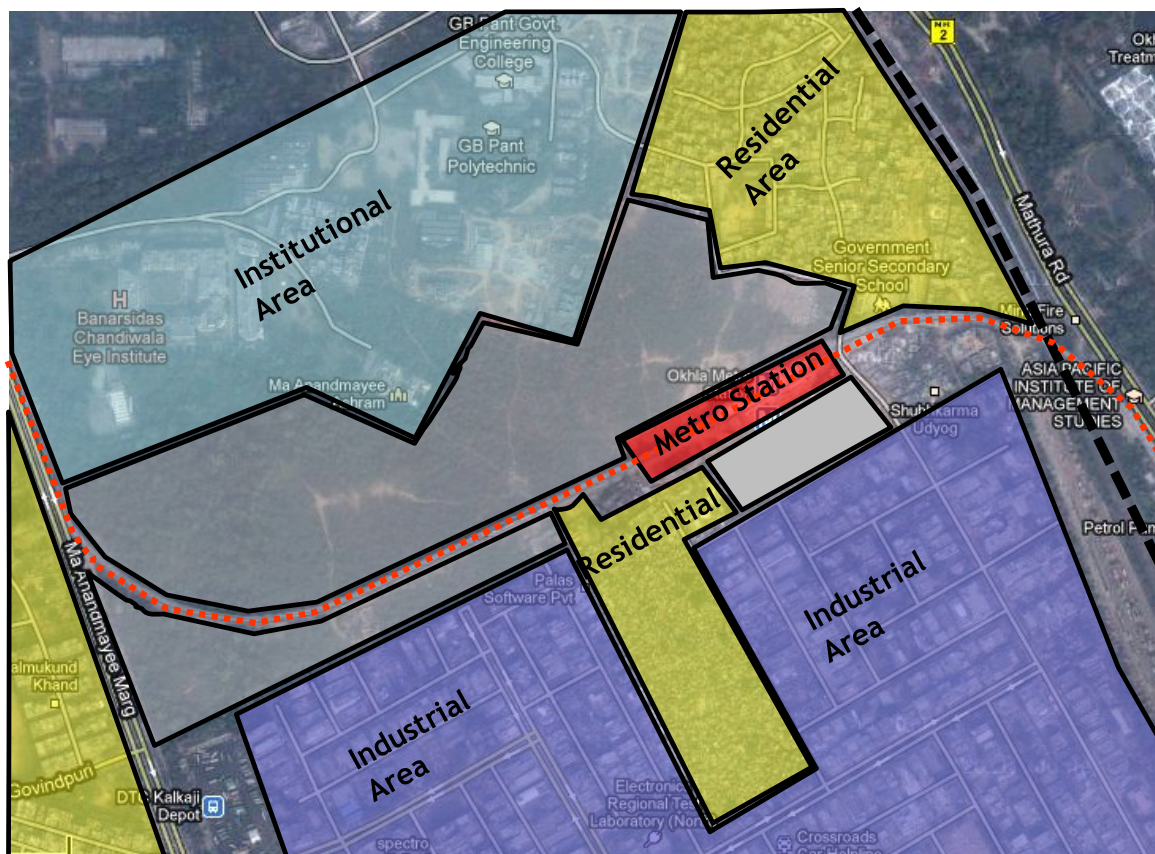
## 1 PROJECT BACKGROUND

### 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 of the Phase III of the project.

1.1.2 As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken value capture from real estate in such a manner that on one side it gives sustainable additional revenue to the corporation, and on the other hand it also provides incentive for private sector participant developers. Through this tender DMRC intends, to select a 'Licensee' to take up on 'License basis' the available spaces in its Okhla Station complex at different floors. This Project is envisaged to give up-front as well as recurring revenues to DMRC to supplement its fare-box collections in the operations phase, as also giving an opportunity for adequate profit stream for the Licensee.

**Figure 1: Okhla MRTS Station**



1.1.3 Okhla is a prominent industrial area located in South Delhi. It lies near to well-known

commercial area of Nehru Place. The station building lies next to Okhla Industrial area –I and II and can be accessed from Okhla Estate road. The surrounding land use is industrial and residential.. The station is a two storied structure which has been operationalize in second phase of DMRC. Apart from operating facilities for commuters, the station has on various floors approx 3786 Sq. m. of space which is proposed to be licensed out for various uses as detailed in this document.

## 1.2 The Offer

The Okhla Station is part of the Central Secretariat - Badarpur section of the MRTS Phase - II. The subject space being offered by DMRC comprises of bare floor area in the station building as detailed in Table 1.

- 1.2.1 The total space offered will be awarded to the successful Bidder on the basis of the quote of Recurring Payment (subject to Bidder fulfilling the Eligibility Criteria, as laid down in this RFP document) and shall be referred to as the 'Licensed Space/s'.

Table 1: Details of area to be given on License in the Station at Okhla

Floor	GF (Sq. M.)	FF (Sq. M.)	Total Area (Sq. M.)
<b>Total Area at Okhla (GF+FF)</b>	2984	802	<b>3786</b>

Note 1: Areas indicated above are approximate. Actual area will be measured at the time of handing over of the area. If there is any variation in area the License Fees will be charged on pro-rata basis.

- 1.2.2 On this area the Licensee is expected to carry out all works, as needed for commercial use. The Licensee shall have to develop an internal area arrangement, service routes & existing elevation scheme & take approval from DMRC. The area is based on measurements taken inclusive of the column area. The drawing for the areas proposed for bidding is shown in the plans (only indicative in nature) placed at Annexure VI.
- 1.2.3 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) All the spaces are offered on “as is where is basis”
- 1.2.4 Period of 'License'

- 1.2.4.1 The License will be valid for a period of 15 (Fifteen) years from the date of handing over of 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 3<sup>rd</sup> party as deemed fit.
- 1.2.4.2 Access to and the permitted use of the Licensed space will be granted to the successful bidder within 30 days of signing the License Agreement i.e. payment of upfront fees along with Performance Security to DMRC.
- 1.2.5 For carrying out the fit-outs, finishing works etc the Licensee would be permitted a rent free period of maximum **6 (Six) months** from the date of handing over of the premises (hereinafter referred to as "**Moratorium**"). The successful bidder (Licensee) shall have to complete in all respects the development of all the spaces Licensed within a maximum period of 6 (Six) months from the date of 'handing over' the premises by DMRC under the License Agreement.
- 1.2.6 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.
- (i) The successful bidder (Licensee) shall be entitled to sub-license the use of the Licensed 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.
  - (ii) 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 Licensed 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.

(iii) 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.

#### 1.2.7 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 the Licensed Spaces with all the furniture and fixtures and other assets permanently attached to the same 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 any other manner which DMRC may deem fit.

1.2.8 The upfront payment for the area is fixed and as provided in the Clause 3.5.1 (a) of this RFP document. However, the Recurring Payments shall be adjusted proportionately on pro-rata basis if there is any variation in the areas between that stated in this tender document and actual area made available at the time of handing over possession to the successful bidders. No request for compensation or claim or damages whatsoever will be entertained by DMRC in connection with variation of area handed over /taken over. The Licensee and DMRC will have the right to demand re-measurement of the sites whenever they choose to and how ever many times they chose to do so by giving notice to this effect to each other. It may be noted by the successful bidder that no interest on any amounts submitted to DMRC will be paid. The successful bidder/Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration on this account.

#### 1.2.9 Activities Permitted

The nature of the activities and facilities that can be allowed at the space offered is as under:

- 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, etc.

1.2.10 The successful bidder may also use or allow the use of the License space for other activities, which are not envisaged at this stage but only after prior written approval of DMRC.

## **SECTION 2**

# **GENERAL TERMS & CONDITIONS**

## 2 GENERAL TERMS & CONDITIONS

The tendering 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 within 7 days and payment of upfront amount within 30 days of issue of LOA along with performance security, the bidder shall enter into a License Agreement (draft enclosed with the bid document) with DMRC and carry out his responsibilities.

### 2.1 Terms & Conditions

- (i) The subject Licensed spaces can be used for retail of any commodity other than those given in the banned list provided at Annexure 9. DMRC reserves the right to ensure that there is no violation of the same.
- (ii) The successful Bidder shall take up the full area offered on “as is where is basis”, as demarcated in the plans at Annexure 6 of this document.
- (iii) All the areas offered as demarcated in the plans placed as Annexure –6 are tentative and are subject to change.

### 2.2 Eligibility Criteria

The Bidder shall meet the following minimum 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) The annual Turnover (the “Turnover”) of the Bidder should be minimum Rs. 10,00,00,000 (Rupees Ten 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 and shall be submitted as per Annexure 3

### 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 7.

- 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 10 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 Licensed 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 Licensed spaces as per the terms of this RFP, the successful bidder (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 uses of the Licensed Space, 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 of the Project subject to prior written approval of the Licensor (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 Licensed Spaces 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 adhere to the Building design, but there are no limitations on planning and subdivision of the interior floor space. However, within these parameters, maintaining the structural safety and integrity will be the sole responsibility of the successful bidder/Licensee. He will also ensure that the proposed passenger related commercial development within the Station box is neither an impediment for smooth flow of traffic nor a safety hazard for the station structure and for commuters. He will also ensure that all station utilities and facilities falling within the said 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 Master Plan and Building Bye-laws of Delhi 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 Procuring all the permissions/ Licenses etc. required from the statutory/ regulatory/ Civic Authority concerned, to use the space for desired commercial purposes/ business, will be sole responsibility of the Licensee. DMRC will not entertain any claim in this regard.
- 2.5.5 Fire fighting and other infrastructure so created within the licensed space must be integrated with, that already provided /planned for, at the Okhla MRTS station.
- 2.5.6 The Licensee will adhere to all provisions of the Metro Act and amendments thereto and also comply with all notices and circulars issued from the office of GM (O&M) from time to time.

## **2.6 Right To Reject Tenders**

- 2.6.1 DMRC reserves the right to reject any / all tenders including the highest tender or withdraw the spaces/floors of the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon DMRC.
- 2.6.2 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. 5,00,000/-** (Rupees Five lakhs only) in the form of Demand Draft / Pay Order in favour of “**Delhi Metro Rail Corporation Ltd.**”, drawn on any scheduled commercial bank except regional rural & local area bank, acceptable to DMRC and payable at New Delhi, along with their bid.
- 2.8.2 Any bid/offer, which is not accompanied by the requisite Earnest Money Deposit, will be rejected outright.

2.8.3 The EMD submitted by the successful Bidder may be adjusted against the upfront amount

2.8.4 The EMD of the other bidders shall be returned in accordance with clause 3.16.

2.8.5 The EMD shall however be forfeited in the following cases:

- a) if the Bidder withdraws his/her/their proposal (offer) during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
- b) 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;
- c) if the successful Bidder fails to sign the License agreement and/or make the Upfront payment (as per Clause 3.5) within the time specified in this document, or any extension thereof granted by DMRC;

2.8.6 Performance Security

The Licensee for the subject site area offered shall submit a Performance Security to DMRC for a sum equivalent to one year's Recurring Payment (as per Clause 3.5.1(b)) for the said premises. This Performance Security shall be submitted along with the balance Upfront Payment before signing of License Agreement for the same.

Performance Security shall be in the form of Bank Guarantee / Demand Draft / Pay Order in favour of "**Delhi Metro Rail Corporation Ltd.**", drawn on any scheduled commercial bank (except regional rural & local area bank) acceptable to DMRC and payable at New Delhi. The amounts of the Bank Guarantee shall be periodically escalated in accordance with the escalation in the recurring payment as per Clause 3.5.4.

2.8.7 The said Performance Security will be kept valid on a rolling basis till the end of the License Period.

2.8.8 The Performance Security would however be forfeited in case of any 'Event of Default' as described in the Draft License Agreement.

## 2.9 Proposal Preparation Cost

The Bidder shall be solely responsible for all the costs associated with the preparation of its Proposal 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.

## **2.10 Validity of Offer**

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

## **2.11 Disputes**

- 2.11.1 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.
- 2.11.2 The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

## **2.12 Services**

- 2.12.1 The Licensee will have to make his own arrangements for supply and distribution of power supply including installation of meters at his own cost after taking all necessary approvals. Additional area as may be required for this purpose for placement of utilities 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 electricity will have to be paid as per prevailing rates chargeable by DERC/concerned authority for such purposes.
- 2.12.2 The Licensee will have to make his own arrangements for supply and 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 (O&M wing). 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 chargeable by Delhi Jal Board/concerned authority for such purposes.

**2.12.3 Fire Fighting arrangements:** 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 space be occupied and used for commercial purposes. DMRC reserves the right to inspect the space 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.

- The relevant NOC for different commercial activities be had from respective departments, if any.
- The fire equipment should be kept in good repair 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.

2.12.4 The successful bidder shall make their own fire-fighting arrangements. Such fire-fighting arrangements would conform to the National Building Code, Delhi Building Byelaws and Delhi Fire Safety (Fire Prevention) Rules.

2.12.5 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.

2.12.6 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.

### **2.13 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- tendering representation will be done before:

General Manager (O).

Delhi Metro Rail Corporation,

Metro Bhawan, Fire Brigade lane,

Barakhamba Road, New Delhi-01.

2.13.4 Post submission of tender, the bidder will not suo moto enter into any correspondence with DMRC. DMRC will not respond or take cognizance of any communication received from the date of submission of tender except those that are received in response to specific DMRC queries.

2.13.5 **Downloaded RFP Documents:** The tender document can also be downloaded from the website of Delhi Metro Rail Corporation i.e. [www.delhimetrorail.com](http://www.delhimetrorail.com) in which case the non-refundable fee Rs.5,250/- inclusive of 5% of DVAT towards the cost of the Tender Documents shall be submitted along with the submission, failing which the tender submission will be rejected out rightly. No tampering, alteration or changing of the contents is permissible.

## **SECTION 3**

### **TENDERING SCHEDULE**

### **3 TENDERING PREPARTION & SCHEDULE**

#### **3.1 General**

Bidders may send their queries to DMRC by **20.7.11** 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 RFP**

3.2.1 At any time prior to the Proposal Due Date, DMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP through the issuance of Addenda. This will be sent in writing to all the Bidders and shall be binding upon them.

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 Proposal Due Date.

3.2.3 Response to queries/ addendums (if any) will also be uploaded in [www.delhimetrorail.com](http://www.delhimetrorail.com)

#### **3.3 Pre-bid meeting**

The Competent Authority shall conduct a pre-bid meeting on **19.7.11** at **11:30** 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.

#### **3.4 Preparation and Submission of Proposal**

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

3.4.1 Completed proposals shall be accepted only up to **15:30 hrs**, on **29.7.11** at the Property Development Department, DMRC, 2<sup>nd</sup> floor, A wing, 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 Proposal Due Date, by issuing an Addendum to those parties who have purchased the tender document from the office of DMRC and by also placing the same in the official web site of DMRC.

3.4.2 Bidders shall furnish the information strictly as per the formats given in Section 4 of this document 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.

- 3.4.3 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.
- 3.4.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly bid for the project, The MOA shall also include the nomination of the Lead Member in the Consortium, and clearly outline the proposed shareholding and responsibilities of each member at each stage. The MOA should also clearly indicate that all consortium members shall be jointly & severally responsible for execution of the License Agreement and subsequent operationalization of the License Agreement.
- 3.4.5 All proposals/bids/offers 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.
- 3.4.6 The Proposal shall be initialled on each page by the Authorised Signatory in unequivocal acceptance of all terms and conditions of this tender. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by him.
- 3.4.7 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 Proposal documents shall be dated.
- 3.4.8 Bidders are required to submit only one set of the Proposal, including the Original RFP issued to them signed on each page in acceptance of all terms and conditions of this tender.
- 3.4.9 Any firm, which submits or participates in more than one Proposal for the said project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a Member.

### 3.5 Payments to DMRC

3.5.1 In lieu of the rights granted to the successful bidder (Licensee) for the Licensed Space, the successful bidder shall make payment to DMRC in two parts.

**a) Part A: Fixed Upfront Fee (Non -Refundable, Non-Negotiable) for**

	Total Area (approx. in Sq. m.)	Fixed Upfront (Cr.)
Area	3786	0.93Cr

50% of the upfront Fees shall be payable within 15 days of issue of L.O.A and balance will be payable before the signing of the License Agreement within thirty (30) days of issue of L.O.A. to the successful Bidder.

**b) Part B: Recurring Payment**

The successful bidder shall make recurring payments towards the 'License fee' on **quarterly basis** to DMRC. The License Fee is the fee that will be paid every quarter by the successful bidder to DMRC towards the Licensed spaces. Taxes, as applicable, shall be payable by the Bidder in addition to the amount of the License Fees quoted by the Bidder in its Financial Bid. (Refer format given in Annexure 4 of Section 4).

Bidders will have to separately quote the recurring amounts at the rate of per square metre per month basis for the Licensed space. The Recurring Payment shall be the area of the Licensed Space multiplied by the quoted amount multiplied by 3 (Recurring Payment = Area X NN<sup>1</sup> X 3)

**C) Service tax as applicable from time to time will be borne solely by the Licensee. Service tax is also applicable on upfront payment.**

3.5.2 Apart from the area mentioned, additional area on terrace and ground floor (to the extent available and subject to technical feasibility) or even for construction of mezzanine or for installation of utilities and services such as water tanks, AC plants, Generators, etc. 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.

3.5.3 The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected & Earnest

<sup>1</sup> Suppose NN is the amount quoted by the Successful Bidder on per square meter per month basis

Money will be forfeited.

- 3.5.4 The recurring payments referred to above in 3.5.1, & 3.5.2 shall be escalated at the rate of 15% every three year on compounding basis from the due date of first Recurring Payment.
- 3.5.5 The recurring payments in clause 3.5.1(b) for the Licensed space shall become payable exactly after **Six (6) months** from 'handing over' the space to the successful bidder (Licensee) by DMRC
- 3.5.6 The Licensee will make the payments for each quarter within seven days of commencement of the respective quarter.
- 3.5.7 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 to the area provided (Licensed space) by DMRC.
- 3.5.8 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 Licensee and even terminate the License agreement as mentioned in the 'Performance Security' clause of the Draft License Agreement.
- 3.5.9 Payments Security & Escrow Accounts
- (i) The successful bidder (Licensee) will be required to maintain with a Scheduled Commercial Bank, 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 Licensed space, of whatsoever nature (including revenue from operation of Licensee or Licensed space, upfront/ onetime 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 Licensee Agreement.
  - (ii) Within 2 months from the date of signing of the Licensee 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 tender. 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 Licensed 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.

### **3.6 Language and Currency**

- 3.6.1 The Proposal and all related correspondence and documents shall be written in English language.
- 3.6.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

### **3.7 Sealing and Marking of Proposals**

- 3.7.1 The Proposals shall be sealed, marked and submitted as explained below:
- a) Envelope No.1 shall contain the all Earnest Money Deposits and shall be marked as "Earnest Money Deposit".
  - b) The Qualification documents shall be sealed in a separate envelope (Envelope No. 2), duly marked as "TECHNICAL QUALIFICATION" and shall contain the following :
    - Letter of Application and Interest (As per Annexure 1)
    - General Information of the Bidder (As per Annexure 2)
    - Summary of Financial Capability (As per Annexure 3)
    - Memorandum of Agreement (MOA) in case of a Consortium (As per Annexure 7)
    - Attested (by Distt. Magistrate / Gazetted officer) copy of the Partnership deed in case of a partnership

- Power of Attorney for Signing Of Application (As per Annexure 8)
  - Affidavit (As per Annexure 5)
  - Original RFP Document duly signed (on each page) by an authorised representative as a token of acceptance of all terms and conditions
- c) The Bidder shall seal the Financial Proposal (as per Annexure 4) in a separate third envelope (Envelope No. 3), duly marked as “FINANCIAL BID”.
- d) All the above envelopes shall be enclosed in an outer cover/ envelope marked as “**RFP for Property Development at Okhla**”.
- e) The Outer envelope shall be addressed to:

Property Development Department,  
DMRC, 2<sup>nd</sup> floor, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi 110001  
Tel: +91(11) 23417910-12  
Fax: +91(11) 23418312

3.7.2 If the envelope is not sealed and marked as instructed above, DMRC assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

3.7.3 Any Proposal received by DMRC after **15.30 Hrs** on the Due Date will be rejected outright.

### **3.8 Bidder's Responsibility**

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

- a. The requirements and other information set forth in this RFP document.
- b. The various aspects of the Project including, but not limited to the following:
  - (i) The Area offered, existing facilities, encumbrances within the Licensed space and structures, access roads and utilities in the vicinity of the Licensed space ;
  - (ii) All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the project.
- c. All proposals/ bids/offers will be signed by the bidder or the duly authorised signatory of the bidder.

3.8.2 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 RFP document will be rejected.

### **3.9 Modification and Withdrawal of Proposals**

3.9.1 No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due

Date.

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

### **3.10 Opening of Bids**

3.10.1 The Technical & Financial bids received shall be opened by the committee constituted by the competent authority of DMRC in the presence of the bidders at \_\_\_\_\_ hrs on \_\_\_\_\_, unless intimated otherwise. EMD in Envelop 1 shall be first checked. Proposals without the appropriate EMD will be rejected outright.

3.10.2 DMRC reserves the right to reject any Proposal and forfeit the EMD, if

- a) It is not signed, sealed and marked as stipulated in Clause 3.7.
- b) The information and documents have not been submitted as requested and in the formats specified in the RFP.
- c) There are inconsistencies between the Proposal and the supporting documents.
- d) It does not mention the validity period as set out in Clause 2.10.
- e) It provides the information with material deviations, which may affect the scope or performance of the Project.
- f) There are conditions proposed with the Technical and/or Financial Proposals.

3.10.3 A material deviation or reservation is one:

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

### **3.11 Evaluation of Proposals**

3.11.1 Before acceptance of the bid, technical and financial capability of the bidder will be checked. DMRC does not bind itself to accept the highest offer, if it is not satisfied with bidder's capability to perform.

3.11.2 Even if only a single bid is received or a single bid amongst several is technically

qualified with appropriate EMD, DMRC retains the right to open his financial bids and award the project.

- 3.11.3 DMRC would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.
- 3.11.4 DMRC reserves the right to reject any tender if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of the competent authority of DMRC in this respect shall be final and binding on all bidders.
- 3.11.5 DMRC may dispense the system of sealed Financial Bids and instead conduct auction amongst bidders, who are considered capable & well pre-qualified on evaluation. In case of auction, the Schedule of Upfront Payments shall be notified to the bidders in advance by DMRC.

### **3.12 Confidentiality**

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

### **3.13 Acceptance of the Offer**

- 3.13.1 DMRC shall issue Letter of Acceptance (LOA) to the selected bidder for the project.
- 3.13.2 The selected bidder is required to send their acceptance of LOA within **seven (7)** Days from the date of issue of the LOA, and 50% of upfront fees to be deposited within 15 days from the date of issue of the LOA.
- 3.13.3 DMRC shall retain the right to withdraw the LOA in the event of the selected bidder failure to accept the LOA within the time limit specified in the above clause.
- 3.13.4 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.

### 3.14 Execution of License Agreement

3.14.1 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 requisite upfront Fee. (50 % of this upfront fee will be payable within 15 days of issue of L.O.A. and the balance will be **payable before the signing of the License Agreement within thirty (30) days of issue of L.O.A. to the Licensee.**
- (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 authorising it/them for execution, delivery and performance of this Agreement to DMRC before the signing of this License Agreement.

3.14.2 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'.

3.14.3 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 bidders.

3.14.4 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.

### 3.15 Amendment of RFP

3.15.1 At any time prior to the Proposal Due Date, DMRC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda. This will be sent in writing to all the Bidders who have purchased the document from the office of DMRC and also placed in the official web site of DMRC and will be binding upon them.

3.15.2 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 own discretion, extend the Proposal Due Date.

### **3.16 Unsuccessful Bidders**

DMRC shall return the EMD received from the bidders who are not qualified/successful within 180 (One hundred eighty) days of selection of successful bidder. The EMD shall be returned without payment of any interest.

**SECTION 4**  
**(ANNEXURES)**  
**Formats for Submission**

## Annexure 1

### Letter Of Application

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

The Chief Engineer,  
Property Development Department,  
DMRC, 2<sup>nd</sup> floor, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi 110001.

#### **Sub: RFP for Property Development a at Okhla MRTS Station, Delhi**

Sir,

1. Being duly authorized to represent and act for and on behalf of.....(herein the Bidder), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for development of **Property Development at Okhla MRTS station, on License basis**, according to the terms & conditions of the offer made by DMRC.
2. Our Technical & Financial Bid as per the requisite formats along with the supporting documents, duly filled and **signed on each page** are enclosed in separate sealed envelopes as specified.
3. The Earnest Money Deposit is enclosed in the Envelope 1 marked "Earnest Money Deposit".
4. DMRC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification 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 Bidder.
5. DMRC and its authorized representatives may contact the following persons for any further information :

Name of the person (s): .....

Address: .....

Phone: ..... Fax: .....

6. This application is made with full understanding that:
  - (a) Bids will be subject to verification of all information submitted at the time of tendering.
  - (b) DMRC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
  - (c) DMRC shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the tender. We have also visited the space offered for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our offer valid for one hundred eighty (180) days from the date of submission of Proposal 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.
10. 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:

- a. The EMD/s of Rs.5,00,000/- (Rupees Five Lakhs only) in the form of Demand Draft/Pay Order bearing No. \_\_\_\_\_ drawn upon \_\_\_\_\_ (bank) dated \_\_\_\_\_.(Details of EMD for the Licensed Space).
2. Power Of Attorney For Signing Of Application Board resolution authorising the signatory (Suggested Format at Annexure 8)
3. Memorandum of Agreement (MOA) in case of a Consortium
4. Relevant Submissions as per the given Formats

## Annexure 2

### General Information of the Bidder

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 3****Summary of Financial Details**

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

**(Rs. Crores)**

<b>Particulars</b>			
Accounting year	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>
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 turnover
- 3) The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.

Signed

(Name of the Authorised Signatory)

Signature of CA/ Statutory Auditors

For and on behalf of

(with seal &amp; registration no.)

(Name of the Bidder)

Designation

Place:

Date:

**Annexure 4****Format For Financial Proposal- Okhla**

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

The Chief Engineer,  
Property Development Department,  
DMRC, 2<sup>nd</sup> floor, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi 110001.

Sub: RFP for Property Development at Okhla MRTS

Sir,

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

1. Fixed Upfront Fee<sup>2</sup> (Non-refundable, non-negotiable) of **Rs. \_\_\_\_\_ (in figures) (Rupees \_\_\_\_\_ (in words))** before signing of the License Agreement. **i.e. within 30 days from the date of issue of L.O.A.**
2. License Fees<sup>3</sup> of **Rs \_\_\_\_\_ (in figures) (Rupees \_\_\_\_\_ (in words)) per square metre per month** for the Licensed Space payable at quarterly basis for the Licensee Period.
3. 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 Bidder and made available by DMRC subject to availability/feasibility only for utilities equipment and services.
4. The recurring payments in items 2 & 3 above shall be escalated at the rate of **15 %** every three years on compounding basis from the due date of first Recurring Payment.
5. 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.
6. Service tax as applicable from time to time will also be paid by us/me.

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

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

Authorised signatory

Date :

Name and seal of Bidder

Place :

<sup>2</sup> Insert from Clause 3.5.1 (a) for the space offered for which the Bid is being submitted

<sup>3</sup> This is the Bid Variable for the Bid, and the Bidder needs to quote the amount for the area offered/Licensed space for which the Bid is being submitted

## Annexure 5

## Affidavit

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

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

1. I say that I am the authorised signatory of .....(insert name of company /consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation's (hereinafter referred to as "DMRC") Property Development at **Okhla**, Delhi (hereinafter referred to as "Project") Request For Proposal ('RFP') Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/information provided by us under this tender and as may be deemed necessary by DMRC.
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 RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION :-

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

Verified at ....., on this ..... day of.....,2010.

DEPONENT

## **ANNEXURE 6**

### **SITE PLANS**

**ATTACHED SEPERATELY**

**ANNEXURE 7****CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT**

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_\_ day of \_\_\_\_, 2010.

**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 tenders for the "**Property Development at Okhla MRTS station**" on License basis, in terms of the tender 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 handling the project for which the tender 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 tender process for "**Property Development at Okhla MRTS Station**" in terms of the tender 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 tender to the Consortium so that the Consortium may take up the aforesaid

- “Property Development at Okhla MRTS Station”** 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 tender process for **“Property Development at Okhla MRTS Station”**.
  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 Tender 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 project.
    - b) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_ %) of share holding with reference to the Consortium for this specified project.
  6. That in order to fulfill the requirement of the tender 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 Special Purpose Company (SPC) through which the Consortium proposes to undertake the **Property Development at Okhla MRTS Station** 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 project.
  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 project.
  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 project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company 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 8**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, we ..... (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the Project 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 project.

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

For.....

Accepted

.....(Signature)

(Name, Title and address) of the Attorney

Note:

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

**ANNEXURE 9**

**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