Open Bidding Process for Licensing of 104 Space(s) at 74 Metro Stations including 2 Airport Express Line Stations in DMRC viz. Adarsh Nagar, Vishwavidyalaya, Vidhan Sabha, Civil Lines, Kashmir Gate (Metro), Kashmir Gate (Rail), Chandni Chowk, Rajiv Chowk, Udyog Bhawan, Race Course, Jor Bagh, Malviya Nagar, Sultan Pur, Ghittorni, Jhilmil, Mansorover Park, Welcome, Shahdara, Pratap Nagar, Inderlok, Kanahiya Nagar, Keshav Puram, Kohat Enclave, Pitampura, Mundka, Rajdhani Park, Nangloi Rly. Station, Nangloi, Surajmal Stadium, Udyog Nagar, Paschim Vihar West, Paschim Vihar East, Madipur, Shivaji Park, Punjabi Bagh, Ashok Park Main, Inderlok(L-5), Satguru Ram Singh Marg, Janpath, Mandi House, Khan Market, Moolchand, Okhala, Jasola, Sarita Vihar, Badarpur, Dwarka Sector-18, Dwarka Sector-9, Dwarka Sector-10, Dwarka Sector-11, Dwarka Sector-12, Dwarka Sector-13, Dwarka Sector-14, Dwarka Mor, Nawada, Uttam Nagar West, Uttam Nagar East, Janakpuri East, Tilak Nagar, Tagore Garden, Moti Nagar, Shadipur, Patel Nagar, RK Ashram Marg, Barakhamba, Yamuna Bank, Akshardham, Mayur Vihar Phase-I, Mavur Vihar Ext., New Ashok Nagar, Preet Vihar, Anand Vihar including 2 Airport Express Line at New Delhi and Dhaula Kuon

(Bid Document-S12)  
Bid No. 51509  
JULY-2015  
Delhi Metro Rail Corporation Ltd.  
Metro Bhawan  
Fire Brigade Lane, Barakhamba Road  
New Delhi-110 001  
India
Bid Document for Licensing of 104 Space(s) at 74 Metro Stations including 2 Airport Express Line Stations in DMRC viz. Adarsh Nagar, Vishwavidyalaya, Vidhan Sabha, Civil Lines, Kashmere Gate (Metro), Kashmere Gate (Rail), Chandni Chowk, Rajiv Chowk, Udyog Bhawan, Race Course, Jor Bagh, Malviya Nagar, Sultan Pur, Ghittorni, Jhilimil, Mansorover Park, Welcome, Shahdara, Pratap Nagar, Inderlok, Kanahiya Nagar, Keshav Puram, Kohat Enclave, Pitampura, Mundka, Rajdhani Park, Nangloi Rly. Station, Nangloi, Surajmal Stadium, Udyog Nagar, Paschim Vihar West, Paschim Vihar East, Madipur, Shivaji Park, Punjabi Bagh, Ashok Park Main, Inderlok(L-5), Satguru Ram Singh Marg, Janpath, Mandi House, Khan Market, Moolchand, Okhala, Jasola, Sarita Vihar, Badarpur, Dwarka Sector-18, Dwarka Sector-9, Dwarka Sector-10, Dwarka Sector-11, Dwarka Sector-12, Dwarka Sector-13, Dwarka Sector-14, Dwarka Mor, Nawada, Uttam Nagar West, Uttam Nagar East, Janakpuri East, Tilak Nagar, Tagore Garden, Moti Nagar, Shadipur, Patel Nagar, RK Ashram Marg, Barakhamba, Yamuna Bank, Akshardham, Mayur Vihar Phase-I, Mavur Vihar Ext., New Ashok Nagar, Preet Vihar, Anand Vihar including 2 Airport Express Line at New Delhi and Dhaula Kuon metro stations through Open Bidding Process

Name and address of the Bidder to whom issued:


Date of issue....................

Issued by....................... 

Cost of Bid document: Rs. 21,000/- (Rs. 20,000 + 5% DVAT) per Package (Rupees twenty one thousand only), which is non refundable.
DISCLAIMER

I. This Bid Document for “Licensing of 104 Space(s) at 74 Metro Stations including 2 Airport Express Line Stations in DMRC viz. Adarsh Nagar, Vishwavidyalaya, Vidhan Sabha, Civil Lines, Kashmere Gate (Metro), Kashmere Gate (Rail), Chandni Chowk, Rajiv Chowk, Udyog Bhawan, Race Course, Jor Bagh, Malviya Nagar, Sultan Pur, Ghittorni, Jhilmi, Mansorover Park, Welcome, Shahdara, Pratap Nagar, Inderlok, Kanahiya Nagar, Keshav Puram, Kohat Enclave, Pitampura, Mundka, Rajdhan Park, Nangloi Rly. Station, Nangloi, Surajmal Stadium, Udyog Nagar, Paschim Vihar West, Paschim Vihar East, Madipur, Shivaji Park, Punjabi Bagh, Ashok Park Main, Inderlok(L-5), Satguru Ram Singh Marg, Janpath, Mandi House, Khan Market, Moolchand, Okhala, Jasola, Sarita Vihar, Badarpur, Dwarka Sector-18, Dwarka Sector-9, Dwarka Sector-10, Dwarka Sector-11, Dwarka Sector-12, Dwarka Sector-13, Dwarka Sector-14, Dwarka Mor, Nawada, Uttam Nagar West, Uttam Nagar East, Janakpuri East, Tilak Nagar, Tagore Garden, Moti Nagar, Shadipur, Patel Nagar, RK Ashram Marg, Barakhamba, Yamuna Bank, Akshardham, Mayur Vihar Phase-I, Mavur Vihar Ext., New Ashok Nagar, Preet Vihar, Anand Vihar including 2 Airport Express Line at New Delhi and Dhaula Kuon metro stations through Open Bid” contains brief information about the space(s), Qualification Requirements and the Selection process for the successful bidder. The purpose of the Bid document is to provide bidders with information to assist the formulation of their bid application (the ‘Bid’);

II. The information (‘Information’) contained in this Bid Document or subsequently provided to interested parties (the “Bidder(s)), in writing or on behalf of Delhi Metro Rail Corporation Ltd. (DMRC) is provided to Bidder(s) on the terms and conditions set out in the Bid Documents and any other terms and conditions subject to which such information is provided.

III. This Bid Document does not purport to contain all the information that each Bidder may require. This Bid Document has been prepared with a view to provide the relevant information about 104 Space(s) available at 74 metro stations including 2 airport express line stations in DMRC network. DMRC advises each bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this Bid Document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this Bid Document.

IV. Intimation of discrepancies in the Bid Document, if any, may be given, by the Bidders, to the office of 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 Bid Document.

V. Any character or requirement for the Space(s), which may be deemed to be necessary by the bidder should be independently established and verified by the bidder.
VI. This Bid Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Space(s) 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 set out herein.

VII. DMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Bid Document.
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Open Bid for Licensing of 104 Space(s) at 74 Metro Stations including 2 Airport Express Line Stations in DMRC Network

(Bid Document)

Name and address of the Bidder to whom issued:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date of issue..................

Place..........................

PROPERTY BUSINESS CELL, DMRC LTD.
CHAPTER 1

INTRODUCTION

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. Presently, the Delhi Metro network consists of about 193 operational kilometers with 141 metro stations along with six more stations of the Airport Express Line. The network has now crossed the boundaries of Delhi to reach NOIDA and Ghaziabad in Uttar Pradesh and Gurgaon in Haryana. Currently, Delhi Metro has commuted 28 lakhs commuters on an average on daily basis with safety, punctuality, reliability and comfortably.

1.2 As part of its existing mandate Delhi Metro Rail Corporation (DMRC) has also undertaken value capture from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation and facilitating DMRC commuters by providing one stop solution for their needs on the other hand it also provides incentive for private sector participant developers. Through this Bid, DMRC intends, to select ‘Licensee(s)’ to take up on ‘License basis’ the available space(s) in its 74 metro stations including 2 Airport Express Line Stations in DMRC Metro.

1.3 The tender is proposed in a consolidated way i.e. 104 built up space(s) are categorized as per following packages:
   (a) Package-1 having 23 numbers of space(s) in Line-2 with approx. 405.60 Sqm area.
   (b) Package-2 having 43 numbers of space(s) in Line-1, 5, 6 and airport express line with approx. 397.42 Sqm area.
   (c) Package-3 having 38 numbers of space(s) in Line-3&4 with approx. 460.18 Sqm area.

1.4 These metro stations are in prime locations at Delhi region which are easily accessible by road, sub-urban railway network and metro network from all parts of Delhi. Apart from operating facilities for commuters, these metro stations consist of space(s) having approximately carpet area indicated in Annexure-1. These space(s) are proposed to be licensed out for various uses as detailed in this document through open bidding process. The space(s) have prominent and spacious frontage and captive commuter base. These space(s) shall present a unique opportunity for retail players.

1.5 An information document covering the purpose of the license, details of space(s) available at Metro stations etc. may be downloaded from the website www.delhimetrorail.com.
CHAPTER 2

NOTICE INVITING OPEN BID FOR SPACE(S) AT DMRC STATIONS

2.1 DMRC invites Bids from suitable Bidders who may be reputed retailers/manufacturers/individuals, registered sole proprietorship firm, a partnership firm or a company with financial & technical strengths having registered office in India or a combination of above in the form of Joint Venture (JV) or Consortium, etc. for selection of a licensee to grant licensing rights of 104 Built-up space(s) at 74 metro stations including 2 airport express line in DMRC Network on “as is where is basis” for commercial activities except banned list of usages as detailed in Annexure-10.

(a) The Bidder may be any entity i.e. registered sole proprietorship firm, a partnership firm or a company having registered office in India or a combination of above in the form of Joint Venture (JV) or Consortium having average annual turnover from any business equal to Rs 1.1 crores in case of Package-1 and Rs 58 lakhs in case of Packages-2 and 3.

(b) Bid by a JV/Consortium of firms: In case of a Bid by a JV/Consortium of firms-
   i. No change in the ownership shall be permitted during the 9 years of the license period. However the change in the percentage stake of JV/Consortium members may be permitted after expiry of initial one year lock in period with the prior permission of DMRC.
   ii. The Lead Member of the JV/Consortium shall maintain a minimum equity stake of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
   iii. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
   iv. All members of such entity shall be jointly and severely liable for the performance of License Agreement.
   v. The eligibility of all the members of JV/Consortium would be considered, in proportion of their share/participation in the JV/Consortium.

(c) The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

(d) The Bidders shall enclose with its application an undertaking stating/providing the necessary supporting documents.

2.2 DMRC shall receive Bid Application Forms as per Annexure-2 pursuant to Bid Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the DMRC premises at the premises/site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
2.3 Salient features of Bidding Process:

(a) DMRC has adopted double packet bidding process for individual bidders to package-1, package-2 and package-3 space(s) to select suitable highest Bidder(s) to grant license of available space(s) in its 74 metro stations including 2 airport lines in DMRC network. The bids shall be submitted by the bidder in two parts comprising of **Technical Bid and Financial Bid**. The technical bid shall include the details for fulfilling eligibility criteria as laid down in this document. The financial bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the technical bids and financial bids shall be submitted by the bidder on the same due date as mentioned in the bid document. The offer of Bidder who does not fulfil the eligibility criteria shall be summarily rejected. The Financial Bid shall be on a subsequent date after evaluation of eligibility. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

(b) The Bidders shall submit the Bid Application Forms as per Annexure-2 with appropriate bid security amount indicated in Annexure-1 against each respective packages selected viz. package-1, package-2 or package-3. The payment shall be made in the form of a Bank Draft/ Demand Draft/ Pay Order drawn on any Indian Scheduled Bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd.” payable at New Delhi. The Bid shall be summarily rejected if it is not accompanied **with appropriate bid security & bid document cost** and financial bid statement of such bid shall not be opened. The bid security of the selected Bidder shall be adjusted against the Interest Free Security Deposit. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.

(c) Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

2.4 The 104 space(s) at 74 Metro Stations including 2 airport express line in the tender is proposed in a consolidated way i.e. 104 built up space(s) are categorized as per following packages:

(a) Package-1 having 23 numbers of space(s) in Line-2 space(s) with approx. 405.60 Sqm area.

(b) Package-2 having 43 numbers of space(s) in Line-1, 5, 6 and airport express line space(s) with approx. 397.42 Sqm area.

(c) Package-3 having 38 numbers of space(s) in Line-3&4 space(s) with approx. 460.18 Sqm area.
## Schedule of Bidding through Open Bidding Process:

<table>
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<th>Cost of Bid document</th>
<th>Rs. 21,000/- (Rs. 20,000 + 5% DVAT) per Package.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Security</td>
<td>As per details available below every package indicated in Annexure-1.</td>
</tr>
<tr>
<td>Sale of Application Form</td>
<td>22.07.2015 – 21.08.2015 (on all working days from 15.00 hrs -17.00 hrs)</td>
</tr>
<tr>
<td>Site Visit</td>
<td>Prospective bidders are requested to attend joint site visit at 09.00 hrs sharp on (a) 05.08.2015 for 23 space(s) of Package-1 (Line-2), (b) 06.08.2015 for 43 space(s) of Package-2 (Line-1,5,6 &amp; airport express line) and (c) 07.08.2015 for 38 space(s) of Package-3 (Line-3&amp;4) as per details mentioned in Annexure-1.</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>11.08.2015 at 11.30 hrs. at Conference Hall, 7th Floor, Metro Bhawan, Barakhamba Road, New Delhi- 110001</td>
</tr>
<tr>
<td>Last date of receiving queries</td>
<td>11.08.2015</td>
</tr>
<tr>
<td>DMRC’s response to queries by</td>
<td>13.08.2015 at 17.30 hours</td>
</tr>
<tr>
<td>Date, time &amp; venue of submission of sealed bids</td>
<td>Latest by 15.00 hours of 24.07.2015 in Meeting Room, 4th Floor, B Wing, Metro Bhawan, Barakhamba Road, New Delhi- 110 001.</td>
</tr>
<tr>
<td>Date &amp; time of opening of bids</td>
<td>15.15 hours on 24.08.2015</td>
</tr>
<tr>
<td>Validity of Bids</td>
<td>180 days from bid submission date</td>
</tr>
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### 2.5 Schedule of Various Stages: The Selected Bidders shall follow the following timelines:

<table>
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<th>Stage of Activities</th>
<th>Time Period</th>
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<tr>
<td>Payment of Advance License Fee for 1st Half-yearly and Interest Free Security Deposit/ Performance Guarantee to DMRC by Selected Bidder.</td>
<td>Within 30 days of issue of Letter of Acceptance (LOA).</td>
</tr>
<tr>
<td>Licensing space(s) to be handed over to Selected Bidder.</td>
<td>Within 7 days of making the payments indicated in LOA including Interest Free Security Deposit/ Performance Guarantee.</td>
</tr>
<tr>
<td>Commencement of License Agreement</td>
<td>From the date of handing over of possession or date mentioned in letter or notice for taking over possession of licensed space(s), whichever is earlier.</td>
</tr>
<tr>
<td>Signing of License Agreement</td>
<td>Within 30 days after handing over of the licensed space(s).</td>
</tr>
<tr>
<td>Commencement of License Fee</td>
<td>120th day of handing over the licensed space(s) (120 days fit out period for preparation/ renovation of licensed space(s)).</td>
</tr>
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</table>
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

2.6 During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for consideration. DMRC shall endeavour to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by DMRC. DMRC’s point of view/response to queries will be uploaded on its official website www.delhimetrorail.com. Please note that individual communication shall not be issued to any bidder. Please note only one representative against each intended bid shall be allowed to participate on production of any ID Card issued by Government.

2.7 Bid Document (non-transferable) can be obtained from the O/o- Dy. Chief Engineer/PB-2, 4th Floor, ‘B’ Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110 001. Cost of Bid Document (Non-refundable) is Rs. 21,000/- (Rupee twenty one thousand only) including 5% DVAT. Bid Document cost shall be submitted in the form of Demand Draft/ Pay Order drawn on any Indian Scheduled Bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd.” payable at New Delhi.

2.8 The information submitted in the Bid Document will be the basis for evaluating the bidders. Interested parties may participate in the bid process as per the instructions given in this document. Bidders are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard. However DMRC has also conducted a survey w.r.t. commuter’s demand at metro stations. A brief detail of survey report is given in Annexure-13.

2.9 Bid Document can also be downloaded from DMRC’s website www.delhimetrorail.com and may be submitted along with document cost at the time of submission of bids. Bids submitted without cost of Bid Document by the bidders who have downloaded the Bid Document from DMRC’s website, shall be out rightly rejected. Late/ delayed Bid(s) received after the stipulated date and time of submission of bid shall be rejected out rightly.

2.10 For each package mentioned in Annexure-1, bidder shall submit separate Bid Document along with bid document cost. DMRC does not have any agent/sub-agent for marketing. Addendum/ Corrigendum, if any, will be placed on our website only time to time.

2.11 Bid Form may be submitted on the prescribed date, by the notified time, and submitted to :-

The Office of Dy. Chief Engineer/Property Business-2
4th Floor, ‘B’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi - 110 001.
Tel.: 23417910-12 Ext. 534772
Contact official: Manager/Property Business-1, Tel.: 23417910-12 Ext. 534779
Revenue Inspector/Property Business, Ext. 502204
CHAPTER 3

TERMS AND CONDITIONS

3.1 The space(s) as per packages indicated in Annexure-1 shall offer on “as is where is basis” and DMRC shall provide

(a) Electricity will be as per terms and conditions indicated in Annexure-IV of Draft License Agreement.

(b) Licensee can use the parking facility where available/provided at metro station/s on usual charges for each entry.

(c) All necessary modification shall be carried out by the licensee at its own cost after taking valid permission from DMRC. If there is any damage to any structure/asset of DMRC their cost shall be borne by the licensee.

3.2 The space(s) can be used for retail of products only (usage should be anything other than given in the banned list provided at Annexure-10). DMRC reserves the right to ensure that there is no violation of the same.

3.3 All the space(s), mentioned in Annexure-1, are tentative and are subject to variation/ change in area. Actual area (carpet area) shall be measured at the time of handing over of the space(s). If there is any variation in area, the License Fees shall be charged on pro-rata/ actual area basis.

3.4 Infrastructure facilities such as electricity, water and sewage disposal are subject to availability and technical feasibility. Priority for supply/provision of all such services will be given after operational requirements of DMRC. The Prospective Bidders agrees voluntarily and unequivocally not to seek any claim, damage, compensation or any other consideration, whatsoever on account of non availability/ provision of these facilities.

3.5 Bids for grant of license of space(s) shall be accompanied with Bid Security amount as indicated in Annexure-1 of this document, by means of a Bank Draft/ Demand Draft/ Pay Order drawn on any Indian Scheduled Bank/ Indian Branch of foreign bank in favour of “Delhi Metro Rail Corporation Ltd.” payable at New Delhi. The bid security of the selected bidder shall be adjusted against the Interest Free Security Deposit. The bid security of unsuccessful bidders shall be refunded after award of contract, without considering any interest, thereof. If the bidder withdraws his bid at any stage, his Bid Security amount shall be forfeited by DMRC.

3.6 The license shall be only for a period of 9 (nine) years from the date of possession or notice for taking over possession or handing over letter, whichever is earlier. The license shall further extendable for the period of 6 (six) years on mutually agreeable terms and conditions. The licensee shall have option to exit from the License Agreement only after a lock in period of one year from the date of commencement of agreement. The Licensee shall have to give
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

issue six months prior notice to DMRC after successful completion of one year’s lock in period. In this case, Security Deposit/ Performance Guarantee of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee. The license shall be granted on the following basis:

a) The first half-yearly fixed license fees, would become payable to the DMRC, prior to taking of possession as detailed in this bid document i.e. within 30 days of issue of letter of acceptance. Thereafter, the fixed license fees would be payable in half-yearly installments in advance, in the last week of the running half year. The license fees payable would be, as detailed in the financial bid statement as per Annexure-4.

b) A Half-yearly Other Maintenance Fee of Rs. 250/- per sqm of actual carpet area licensed + service tax as applicable would be payable to DMRC along with the advance license fee. This amount would be Rs. 300/- per half-yearly, of actual carpet area licensed if the site has provision for supply of water.

c) **The fixed License Fee and Other Maintenance Charges as well as the Interest free Security deposit/ Performance Guarantee shall be escalated by 20% on successful completion of every three years, on compounding basis.** The successful bidder shall have to deposit Interest Free Security Deposit/ Performance Guarantee to DMRC, equivalent 12 months License Fee. The Interest Free Security Deposit/ Performance Guarantee up to Rs.3 Crore shall be accepted in the form of Demand Draft/ Pay Order and the remaining Security Deposit shall be in the form of irrevocable Bank Guarantee valid for at least three years subject to being extended every three years on rolling basis (Format of Bank Guarantee as per Annexure-6). The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, with branches located in Delhi. The Bank Guarantee shall be reimbursed and/or renewed after every three years before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. **Interest free Security Deposit shall be escalated by 20% on successful completion of every three years, on compounding basis.** The refundable Interest free Security Deposit shall be returned only on completion of lock-in period of 1 (one) year, in case the licensee opts to exit after giving proper/due notice as per clause-3.6 above.

3.7 The successful bidders shall also have to deposit the advance first half-yearly License Fees, Other Maintenance Charges, as applicable Service Tax and other charges such as electricity consumption deposit (Rs. 1,500/- per KVA) etc, along with Interest free Security Deposit within 30 days from the date of issue of letter of acceptance and take possession of space(s) within 7 days thereby. In case any of the bidders fail to deposit the requisite demand as per letter of acceptance (LOA) within 30 days from date of issuance of LOA, an extended period to honor LOA with penal surcharge for late payment shall be applicable as under:

<table>
<thead>
<tr>
<th>Days from issuance of LOA</th>
<th>Rate of penal surcharge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 30 days</td>
<td>NIL</td>
</tr>
<tr>
<td>31st to 45th day</td>
<td>@ 3% flat on LOA amount</td>
</tr>
<tr>
<td>46th to 60th day</td>
<td>@ 4% flat on LOA amount</td>
</tr>
</tbody>
</table>
After 60 days, from the date of LOA, LOA shall stand cancelled and Bid Security submitted, stands forfeited in favour of “Delhi Metro Rail Corporation Ltd.”. No further request for extension in payment of LOA amount shall be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damage or any other consideration whatsoever on this account.

The License Fee, Other Maintenance Charges and Service Tax thereto shall starts from 120th day of handing over the licensed space(s). 120 days fit out period provides for preparation/renovation of licensed space(s)).

3.8 All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra from the successful bidders and shall have to be remitted along with the License Fee for onward remittance to the Government. However, the property tax, if applicable on the property of DMRC, shall be borne by DMRC. The successful bidders shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

3.9 Surrendering of license after payment of security deposit even without taking possession of space(s) shall lead to forfeiture of security deposit and all other payments made. Surrendering of the bid by the highest bidder immediately after the open bidding process will lead to forfeiture of the Bid Security, which is to be submitted to the authorized representative of DMRC, prior to the start of open bidding process. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damage or any other consideration whatsoever, on account of such forfeitures.

3.10 If there is any operationally constrain in future and DMRC asks to surrender a particular location, then that particular location shall be taken out of the package and the proportional Security Deposit/advance license fee shall be adjusted/returned. No partial surrender shall be allowed in any case.

3.11 DMRC’s decisions in the matter of evaluation and conduct of bid process shall be final and binding on all participating bidders. No compensation or claim or objection will be entertained, on this account.

3.12 All interested parties wishing to inspect the space(s) may contact the following person or Station Managers concerned at the Metro station/s:

The Office of Dy. Chief Engineer/Property Business-2
4th Floor, ‘B’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi - 110 001

Contact Officials: Manager/Property Business-1, Tel. 23417910-12 Ext. 534779
Revenue Inspector, Tel. 23417910-12 Ext. 502204

3.13 Each Bidder shall deem to have inspected the space(s), the surroundings and inspected all necessary documentation and made all inquiries, prior to participating in the bid process.
3.14 The successful bidders shall require taking prior approval from all the relevant authorities, legal and statutory as per the applicable laws for operation of business.

3.15 The Bid Document provides all the necessary information and DMRC reserves the right to reject any offer that does not contain all the information, requested for.

3.16 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 along with audited financial statements for the last three years, MOA, POA, TIN number etc.

3.17 While DMRC shall adhere to the dates mentioned in the notice inviting to bid, it reserves the right to change, modify or put on hold or terminate this schedule, without assigning any reason/s, whatsoever.

3.18 DMRC reserves the right to call for additional information/clarifications from the bidder/s. The Bidder/s should furnish such requirements within such time as may be permitted by DMRC.

3.19 The bidders shall bear all costs associated with the preparation of the bid document and DMRC, in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

3.20 DMRC reserves the right to reject conditional bids, without assigning any reason, whatsoever.

3.21 The participation in bid process constitutes, no form of commitment on the part of DMRC, whether in respect of, selection or otherwise. Furthermore, this document or the Bid Document confers neither the right nor the expectation on any applicant, of allotment of space(s).

3.22 Nothing in the Bid Document or this document or in any communication issued by DMRC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

3.23 The decision of DMRC on Bidders who qualify will be final and no queries or clarifications by any party will be entertained in the matter.

3.24 DMRC has the right to reject Bidders from further consideration before the start of the bid process if it has reason to believe or apprehend that the inclusion of the said Bidder or applicants may lead to misuse of the said space(s), or any other threat to the smooth functioning of the metro rail operations.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

3.25 The Bid Applicants shall provide evidence of their continued eligibility, in a manner that is satisfactory to DMRC, as DMRC may reasonably request. Bidders are put on notice that they are liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall unable to fulfill the requirements of the project or of the eligibility criteria at this stage.

3.26 The successful bidder shall require to execute license agreement with DMRC on Rupees hundred stamp paper (two stamp papers of Rupees Hundred each, at their own cost) as per given format of Draft License Agreement, within 30 days after taking over of the licensed space(s), bided for.

3.27 In case of circumstance, where DMRC is required to render any additional services, the same may be provided on mutually agreed terms and conditions.

3.28 The bidder shall keep his bid valid for 180 days from the date of submission.

3.29 Change in usage may be permitted only on approval of the competent authority of DMRC.

3.30 Where the document has been downloaded, the bidders undertake not to tamper/ alter/ correct/ modify the document in any manner, whatsoever. DMRC will reject the bid out rightly, in case, it is found at any time that the bid document has been tampered/ modified/ altered, in any manner. DMRC reserves the right to cancel the agreement, forfeiting all amounts, in case of successful bidder and also takes necessary legal action. The bidders voluntarily and unequivocally agrees not to seek any claim, compensation, damage or any other consideration, whatsoever, in case DMRC takes necessary action to reject the bid/ terminate the agreement, at any time, if it is found that the downloaded bid document has been tampered/ altered/ modified or even corrected.

3.31 Additional available space(s), if required by the licensee to install any utility/ equipment, can also be provided subject to availability/ feasibility and at a License fee @ 50% of the rate of license fee on date of handing over of the additional space(s).

3.32 The rules and guidelines for release of Electrical supply for space(s) is mentioned in Annexure-11 of Bid Document and Annexure-IV of Draft License Agreement as well. The power supply connection released for space(s) shall be based upon the Electrical Loads available from DMRC power network. However, if additional electrical load is required by the successful bidders, the same may be arranged by DMRC, if feasible, at the cost of successful bidders.

3.33 Licensee may provide split ACs, if required, at his own cost conforming to detailed specifications attached at Annexure-IV of Draft License Agreement. However installation of air conditioner unit inside underground metro stations is not permitted.
3.34 If two or more bidders quote the same rate, then preference shall be given to the one, who has quoted for more than one package. If is it not so, the bidders of clashed bids shall have option to compete for their bided package, further information regarding date, time & venue shall later be intimated to the highest bidders having clashed bids for particular package. Bid received below reserve price are liable to be rejected. However DMRC decision in this regard shall be final.

3.35 The successful bidders shall be entitled to sub-license the license space(s) during the subsistence of the license period. However, for any such sub-license the following guiding principles shall be scrupulously observed:

(a) The successful bidders shall prepare a draft standard format of the sub-license agreement, which shall be required to sign with the sub-licensees for the use of the licensed space(s) based on terms and conditions of license agreement between DMRC and successful bidder. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses shall be co-terminus with the termination of the license agreement, including on sooner determination of the license period for any reason whatsoever of termination of the sub-licensee’s rights. The licensee/ sub-licensee shall not have any claim or seek any compensation from DMRC for such termination.

(b) The successful bidders shall obtain the prior approval of DMRC for a format of standard sub-license agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the successful bidders shall again obtain prior approval of DMRC before entering into an agreement with the sub-licensee. DMRC reserves the sole right not to give consent/ approval to such a request and no compensation or claim on this account shall be entertained.

3.36 I/We acknowledge that Draft License Agreement is subject to change, modifications and corrections. I/We agree and undertake not to make any claim for compensation or damages from DMRC that may arise due to any change in the terms and conditions of Draft License Agreement and also understand that DMRC is under no obligation to entertain any representation for such claim/ compensation/ damages. All standard terms and conditions will be applicable.
CHAPTER 4

SUBMISSION & EVALUATION OF BIDS BY BIDDERS

4.1 Bidder shall require to submit the Bid Application Form and Financial Bid statements as per Annexure-2&4 of Bid Document, separately for each intended package. Separate EMD’s have also to be submitted for each individual package.

4.2 Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the Draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.

4.3 The Bid should be furnished in the format at Annexure-4, clearly indicating the financial offer in % above the reserve price in both figures and words, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

4.4 Bid Variable: The bidders have to quote % above the reserve price in both figures and words for each individual package. If there is a discrepancy between words and figures, the amount quoted in words shall prevail. The License Fee shall be increased by 20% on compounding basis after completion of every three years. The bids shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The technical bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the technical bids and financial bids shall be submitted by the bidder on the same due date as mentioned in the bid document. The offer of Bidder who does not fulfil the Eligibility criteria, shall be summarily rejected. The Financial Bid shall be on a subsequent date after evaluation of eligibility. Financial Bid of only those Bidders whose submissions are found to fulfil the eligibility criteria shall be opened. The offer of Bidder, who does not fulfil the Eligibility criteria, may be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.

4.5 The Bidder should submit a Power of Attorney as per the format at Annexure-5, authorising the signatory of the bid to commit the bidder.

4.6 The Bid and all communications in relation to the Bidding Documents and the Bid shall be made in English language.

4.7 The bid documents including this Bid Application Form and all attached documents, provided by DMRC shall remain or become the properties of DMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and DMRC shall not return to the Bidders any Bid, document or any information provided along therewith.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

4.8 The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

4.9 If two or more bidders quote the same rate, then preference shall be given to the one, who has quoted for more packages. If is it not so, the bidder having the higher average audited turnover in the previous three years shall be selected. Bid received below reserve price are liable to be rejected. However DMRC decision in this regard shall be final.

4.10 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.11 Site visit and verification of information: Bidders are advised to submit their respective Bids after visiting DMRC’s space(s) and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of power, drainage and other utilities, access to station/space(s), handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

4.12 It shall be deemed that by submitting a Bid, the Bidder has:
   (a) made a complete and careful examination of the bidding documents;
   (b) received all relevant information from DMRC;
   (c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of DMRC relating to any of the matters referred to in bid document;
   (d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed bid, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
   (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from DMRC, or a ground for termination of the License Agreement by the Licensee;
   (f) acknowledged that it does not have a Conflict of Interest; and
   (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.13 DMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid Application Form or the Bidding Process, including any error or mistake therein or in any information or data given by DMRC.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

4.14 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Application Form or the Bidding Documents and the Bidder shall, when so required by DMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of DMRC there under.

4.15 Amendment of bidding documents
(a) At any time prior to the due date for submission of bid, DMRC may, for any reason, modify the bidding documents by the issuance of Addenda/ Corrigenda.
(b) Any Addendum/ Corrigendum issued hereunder shall be uploaded on DMRC website. The Bidders are required to frequently visit the website until the due time of submission of Bid for such Addendum/ Corrigendum.
(c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, DMRC may, in its sole discretion, extend the Bid submission due date.

4.16 Preparation and Submission of Bids
(a) Format and Signing of Bid: The Bidder shall provide all the information sought under this Bid Application Form as per the format/s.
(b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
(c) The Bidders who have downloaded the Bid Document from the DMRC’s website, should carefully note the following instructions:
   i. The Bidders should ensure that the complete Bid Document has been downloaded.
   ii. The printout of Bid Document should be taken on an ‘A4’ size good quality paper. The printout should be same as available on DMRC’s website. The print should be legible and indelible.
   iii. In case of any correction/addition/alteration/omission in the Bid Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

4.17 Sealing and Marking of Applications: Bidder shall submit the Application in the formats specified in Annexure-2 to 9 together with the documents specified above and seal it in an envelope and mark the envelope as “Bid Applications for Licensing of space(s) (Package No. _____________)

4.18 The Bid shall contain following envelopes:
a) Envelope-1, marked as “Envelope-1 for Bid Security Amount and Bid document cost”, containing Bid Security Amount and Bid document cost, if the bid document has been downloaded from DMRC’s website, or copy of DMRC receipt of bid document cost, if bid is purchased from DMRC office.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

b) Envelope-2 containing Bid Document along with Financial Bid Statement as per Annexure-4 and marked as “Envelope-2 for Bid Document along with Financial Bid Statement”. The Bid Document shall contain the necessary documents required as per Annexure 2-9 and as specified in Chapter-3 (para-3.16) above.

c) Envelope-3: Copy of Bid Application Form (BAF) as per Annexure-2, Draft License Agreement, Addenda/ Corrigenda, if any, duly signed and stamped on each page by authorized representative of the Bidder as acceptance of terms and conditions given thereof.

4.19 The above sealed envelopes are to be put in one big envelope and addressed to:

General Manager/Property Business
2nd Floor, ‘A’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110 001

4.20 Bid documents submitted by fax, telex, telegram, mail or e-mail shall not be entertained and shall be summarily rejected. Only detailed, complete bidding documents, in a physical format and duly sealed envelopes, as mentioned above, received on Application due date prior to schedule time shall be taken as valid. Bid documents received after the due date shall be summarily rejected. Applications received without due bid security amount shall be summarily rejected.

4.21 Bid Submission Date :
The Bid should be submitted before due date and time at the address provided in the manner and form as detailed in this bid document. Any bid application received after due date and time as prescribed in bid document shall be summarily rejected.

4.22 DMRC shall open the Bids on the due date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. DMRC will subsequently examine and evaluate the bids in accordance with the criteria set out in this bid document.

4.23 To facilitate evaluation of Bids, DMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.24 Evaluation of Bid: The evaluation and assessment for the selection of the Bidder(s) shall be based on the Bid Variable i.e. the rate of License Fee quoted by the Bidders. The Eligible Bidder, quoting the highest rate of License fee per sqm per month, shall be declared the highest and his offer shall be evaluated and assessed by DMRC.

4.25 After evaluation of Bids, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Selected Bidder and the Selected Bidder(s) shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement and unconditional acceptance thereof. In the event the duplicate copy of the LOA duly signed by
4.26 The selected bidder is required to deposit the amount indicated in LOA including Interest Free Security Deposit/ Performance Security within 30 (thirty) days from the date of issuance of Letter of Acceptance, failing which, DMRC shall be free to cancel the Letter of Acceptance without any further notice and the Bid Security of such bidder shall be appropriated as damages on account of failure of the Selected Bidder. DMRC shall hand over the space(s) to selected bidder within 7 days of payment of Interest Free Security Deposit/ Performance Security. Selected Bidder shall sign the License Agreement within 30 days of handing over of the licensed space(s).

The selected bidders shall also have to deposit the advance first half-yearly License Fees, Other Maintenance Charges, applicable Service Tax and other charges such as electricity consumption deposit (Rs. 1,500/- per KVA) etc, along with Interest free Security Deposit within 30 days from the date of issue of letter of acceptance and take possession of space(s)/ space(s) within 7 days thereby. In case any bidders failed to deposit the requisite demand as per letter of acceptance (LOA) within 30 days from date of issuance of LOA, interest @ 3% flat shall be charged at LOA amount from 31st to 45th day of issuance of LOA and 4% flat shall be charged at LOA amount from 46th to 60th day of issuance of LOA. After 60 days, from the date of LOA, LOA shall stands cancelled and Bid Security submitted, stands forfeited in favour of “Delhi Metro Rail Corporation Ltd.”. No further request for extension in payment of LOA amount shall be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damage or any other consideration whatsoever on this account.

4.27 After acceptance of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in bid document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

4.28 Bid Security amount shall be refunded to the unsuccessful bidders within 90 days of finalization of bidding process.

4.29 Notwithstanding anything contained in this Bid document, DMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that DMRC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
4.30 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DMRC in relation to, or matters arising out of, or concerning the Bidding Process. DMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DMRC or as may be required by law or in connection with any legal process.
CHAPTER 5

MISCELLANEOUS

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process. 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. All disputes between the successful bidder and DMRC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Delhi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.

5.2 DMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to DMRC by, on behalf of, and/or in relation to any Bidder; and/or

(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.

5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases DMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.4 The Bid Document and Draft License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Bid Document, in the event of any conflict between them, the priority shall be in the following order:

(a) License Agreement

(b) Bid Document;

i.e. the License Agreement above shall prevail over Bid Document.

5.5 The Bidders who have downloaded the Bid Document from the DMRC’s website, should carefully note the following instructions:

(a) The Bidders should ensure that the complete Bid Document has been downloaded.

(b) The printout of Bid Documents should be taken on an ‘A4’ size good quality paper. The printout should be same as available on DMRC’s website. The print should be legible and indelible.

(c) In case of any correction/addition/alteration/omission in the Bid Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.
Open Bid for licensing of 104 numbers of space(s) at 74 Metro Stations including 2 Airport Express Line Metro Stations

(Bid Document Annexures)

Name and address of the Bidder to whom issued:

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

Date of issue............................

Place.................................
### Package-1 for Line-2

**Estimate for commercial utilization in the unused ‘Ticket Operating Machine Areas’ and ‘Token Vending Machine Spaces’ in Package-1**

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<thead>
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<th>Sl.No.</th>
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<th>Space available for commercial use</th>
<th>Dimension</th>
<th>Carpet Area (in Sqm)</th>
<th>Rate/Sqm/month</th>
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OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

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Total earning estimate for first year in Rs (A) 86,70,880.00

EMD AMOUNT FOR THE PACKAGE-1 (LINE-2) = Rs. 9,47,000/-

Eligibility Condition:- Average annual turnover from all businesses for the last three financial years should be Rs 1.1 crore (minimum).

Bidders have to quote % above the estimate in financial bid. All % quotes below the estimate shall be rejected.
## Package-2 for Line-1, 5, 6 and Airport Express Line

**Estimate for commercial utilization in the unused ‘Ticket Operating Machine Areas’ and ‘Token Vending Machine Spaces’ in Package-2**

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### OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

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**Total earning estimate for first year in Rs (B) 40,54,391**

**EMD AMOUNT FOR THE PACKAGE-2 (LINE-1,5,6 & AIRPORT EXPRESS LINE) = Rs. 4,43,000/-**

Eligibility Condition:- Average annual turnover from all businesses for the last three financial years should be Rs. 58 lacs (minimum).

Bidders have to quote % above the estimate in financial bid. All % quotes below the estimate shall be rejected.
## Package-3 for Line-3 & 4

### Estimate for commercial utilization in the unused ‘Ticket Operating Machine Areas’ and ‘Token Vending Machine Spaces’ in Package-2

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OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

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<th>TVM space available for commercial use</th>
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**Total earning estimate for first year in Rs (C)** 47,69,013

**EMD AMOUNT FOR THE PACKAGE-3 (LINE-3&4) = Rs. 5,21,000/-**

Eligibility Condition:- Average annual turnover from all businesses for the last three financial years should be Rs. 58 lacs (minimum).

Bidders have to quote % above the estimate in financial bid. All % quotes below the estimate shall be rejected.

**Note-1:** Total number of Space(s) at 74 Metro Stations for bid is 104 numbers of space(s) are offered for licensing package wise as mentioned in Annexure-1.

**Note-2:** Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of space(s). If there is any variation in area the License Fees shall be charged on pro-rata/actual area basis.

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

**Note-4:** The space(s) can be utilized for all activities except banned list as per Annexure-10. In addition, No cooking is permitted for space(s) in underground stations.

**Note-5:** Interest free Security deposit/Performance Guarantee amount is equal to one year’s license fees.

**Note-6:** Parking- The parking facilities provided as part of the station parking may be used by licensee and all charges, fees and rules shall apply as applicable to the general public and the commuters.
Bid Application Form for Licensing of 104 numbers of Space(s) at 74 Metro Stations including 2 Stations at Airport Express Line for retail operations  
(Line-1, Line-2, Line-3, Line-4, Line-5, Line-6 and Airport Express Line)

No: Dated:

General Manager/Property Business  
2nd Floor, B Wing, Metro Bhawan,  
Fire Bridge Lane, Barakhamba Road,  
New Delhi-110 001

Sub: Bid for Licensing Rights in DMRC space(s) at 74 metro stations through open bid.

Sir,

With reference to above subject, I/we, having examined the Bid Document and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in space(s) on fixed License Fees basis as per package. The Bid is unconditional and unqualified.

1. I/We acknowledge that DMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/We shall make available to DMRC any additional information it may find necessary or require to supplement or authenticate the Bid.

3. I/We acknowledge the right of DMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4. I/We declare that:
   (a) I/We have examined and have no reservations to the Bid Document, including Addendum / Corrigendum, if any, issued by DMRC; and
   (b) I/We do not have any conflict of interest in accordance with provisions of the Bid document; and
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

... as stipulated in the bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with DMRC; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the Bid for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the bid due date and I/we shall continue to abide by them.

5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Bid document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.

7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

8. I/ We have studied all the Bid Document carefully and also surveyed the DMRC Space(s). We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.

9. I/ We offer due Bid Security to DMRC in accordance with the Bid Document. The documents accompanying the Bid, as specified in Bid, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.

10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.

11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid document, Draft License Agreement, addenda/corrigenda, our own estimates of costs and after a careful assessment of the site.
12. I/We agree and undertake to abide by all the terms and conditions of the Bid Document.

13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.

14. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid due date specified in the Bid.

15. I/We hereby submit bid document i.e. Bid document and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

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

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

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

Yours

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder/Lead Member

Date:

Place:
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

Annexure-3

General Information of the Bidder

1. (a) Name:  
   (b) Country of incorporation:  
   (c) Address of the corporate headquarters:  
   (d) Address of its branch office(s) in India:

2. Details of individual(s) who shall serve as the point of contact/communication for DMRC within the Company:
   (a) Name:  
   (b) Designation:  
   (c) Company:  
   (d) Address:  
   (e) Telephone Number:  
   (f) Fax Number:  
   (g) E-Mail Address:  
   (g) PAN No. and TAN No.:

3. In case of Consortium/JV:
   a. The information above (1 & 2) shall be provided for all the members of the consortium.
   b. Information regarding role of each member:

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<th>Sl. No.</th>
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</table>

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of  
(Name of the Bidder)  
Designation  
Place:  
Date:
Financial Bid Statement

I/We hereby offer to take up on license basis the package no. _____________ (as indicated in Annexure-1) measuring approximately _____________ sqm (carpet area), and operate (usages other than the usages banned list mentioned in Annexure-10) retail outlet thereon as per terms of this bidding.

(a) I/We shall pay ______% above the estimate (in figure) and ___________________________% (in words) for the Licensed Space(s) payable on half-yearly basis for operating the Licensed Premises for a period of only 9 (nine) years from the date of possession or date mentioned in letter or notice for taking over possession of licensed space(s), as and when the same is communicated by DMRC to do so.

(b) Half the pro-rata rates of the License Fees in item-(a) above, for the additional area or mezzanine floor area, which may be requested by me/ us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.

(c) I/We shall also pay a half-yearly other maintenance charges of Rs. 250/- + service tax as applicable per sqm actual carpet area licensed out from DMRC towards maintenance of common areas and services. This amount would be Rs. 300/- per half-yearly, of actual carpet area licensed if the site has provision for supply of water. I/We shall also pay service tax as applicable from time to time.

(d) The recurring payments in items-(a)&(b) above, other maintenance charges and service tax thereto (as applicable) and interest free security deposit will be escalated by 20% after completion of every three years, on a compounding basis.

(e) The arithmetical errors shall be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words shall prevail.

(f) The other utility charges like electricity, water, chiller, etc.

(g) All statutory taxes, local levies, statutory dues, increased property tax, etc as applicable from time to time.

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

I/We agree to start of license agreement from the date of possession or date mentioned in letter or notice for taking over possession of licensed space(s), as and when the same is communicated by DMRC to do so, failure in taking possession shall amount to deemed hand over and license fee and other dues shall commence from 120th day of handing over the licensed space(s) (120 days fit out period for preparation/ renovation of licensed space(s)).

PROPERTY BUSINESS CELL, DMRC LTD.
I/We confirm that I/We have read and understood the rules and regulations regarding the bidding process for licensing of the space(s), inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the project as per the terms and conditions contained herein in this bid document.

The final license fee will be worked out on the basis of actual carpet area handed over as per actual measurement. The adjustment, if any, in payment will be made in subsequent half-yearly license fees, on pro rata basis. Carpet area is the area worked out, measuring the internal dimension of the licensed space(s).

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

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

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

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

Designation: __________________________

Company Name: _______________________

Address: ______________________________ Tel (O)____________________________

____________________________________ Tel (R): _____________________________
Power of Attorney of Bidder

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

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

For

______________________________ (signature)
(Name, Title and Address) of the Attorney

Note:

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

2. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.
Format of Bank Guarantee

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Delhi only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE No. __________________________ dated __________________________

This Deed of Guarantee executed at __________ by __________ (Name of Bank) having its Head / Registered office at ________________ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

The Delhi Metro Rail Corporation Limited (hereinafter called “DMRC”), having its office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110 001, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS:

1. DMRC, with a view to augment its revenues through non-tariff measures and to part finance its project, had invited Bid Application Form from the interested parties from the eligible Bidders (fulfilling eligibility criteria as laid down in Bid document) for assigning Licensing of 104 number of space(s) at 74 Metro Stations in DMRC including 2 airport express metro stations through open bidding process.

2. Licensee shall commission, manage, operate and maintain space(s)in DMRC stations as specified in this Agreement at its own cost.

DMRC has agreed to provide to the Licensee the space(s) on “as is where is basis”, herein after referred to as space(s), as mentioned below on the terms and conditions hereunder contained in this License Agreement.

3. This License is for a period of 9 (nine) years from the date of handing over of space(s), unless otherwise terminated/surrendered earlier.

4. The Bid offer submitted by M/s ___________________ having their registered office at __________________________ has been accepted by DMRC vide LOA No. __________________________ dated __________.

5. As per the terms of the above mentioned LOA, the Licensee is required to operate the space(s)on the sites handed over to the Licensee inside Metro Stations of Delhi Metro for the duration of the License Agreement.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

6. The Licensee is also required to make payments of License Fees & other dues as per License Agreement and applicable taxes to DMRC.

7. The Licensee shall also:
   a) bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement; and
   b) not assign or create any lien or encumbrance on the License Agreement hereby granted or on the whole or any part of the Project Facility nor transfer, or part possession therewith save and except as expressly permitted by this Agreement.

8. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _______________ (Rupees _____________________________ only) i.e. equal to interest free security deposit amount beyond the ceiling of Rs. 3 crore for the performance and fulfillment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of DMRC. The Bank Guarantee shall be valid for at least three years subject to adjustment every three years on rolling basis. The Bank Guarantee shall be reimbursed and renewed after every three years before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be encashed by DMRC without any prior intimation. Interest free Security Deposit shall be escalated by 20% on successful completion of every three years, on compounding basis.

9. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of DMRC for the due payment of Rs._________________ (Rupees _____________________________ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to DMRC an amount not exceeding Rs._________ (Rupees ________________ only), on the same working day of receipt of a written demand from DMRC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.

2. The Guarantor agrees that DMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of DMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between DMRC and the Licensee or any dispute pending before any Court, Tribunal Arbitrator or any other Authority.

3. Any such demand made on the Guarantor by DMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee shall be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force till the end of the License Period, or for such extended period as may be mutually agreed between DMRC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by DMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of DMRC and further subject to adjustment for all damages suffered by DMRC.

5. This Guarantee is unconditional and irrevocable till such time DMRC discharges this guarantee by issuing a letter to the Guarantor in this behalf.

6. The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not as surety and it shall not be necessary for DMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that DMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

7. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by DMRC against the Licensee or any indulgence shown by DMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of DMRC or any indulgence by DMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

8. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.

9. The Bank agrees that DMRC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that DMRC may have in relation to Licensee’s liabilities.

10. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.

11. The expressions “Bank” and “Licensee” hereinbefore used shall include their respective successors and assigns.

12. The Courts at Delhi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

13. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.

14. This Guarantee shall come into effect forthwith and shall remain in force upto ________________ or the extended period if any and shall not be revoked by the Guarantor at any time without DMRC’s prior consent in writing. This Guarantee is valid for a period of __________ Months from the date of signing. [The initial period for which this Guarantee shall be valid must be for at least six months longer than the anticipated expiry date of License Agreement.]

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____________ Bank.

Signature of authorized Bank official

Name: ____________________________
Designation: _______________________
I.D. No.: __________________________
Stamp/Seal of the Bank: ___________

Signed, Sealed and Delivered

For and on behalf of the Bank

By the above named _______________
In the presence of:

Witness–1
Signature _________________________
Name ____________________________
Address __________________________

Witness–2
Signature _________________________
Name ____________________________
Address __________________________
Consortium Agreement/ Memorandum of Understanding

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this ____ day of __________, 2015.

BETWEEN

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

AND

Mr. ____________________________ R/o __________________________________________ OR M/s ____________________________, a Company incorporated under the Companies Act, 1956 and having its Registered Office at __________________ and acting through its ______________, duly authorized by a resolution of the Board of Directors dated __________ (hereinafter referred to as the (‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the SECOND PART;

AND

Mr. ____________________________ R/o __________________________________________ OR M/s ____________________________, a Company incorporated under the Companies Act, 1956 and having its Registered Office at __________________ and acting through its ______________, duly authorized by a resolution of the Board of Directors dated __________ (hereinafter referred to as the (‘Participant member’) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART;

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as ‘DMRC’) has invited Bids for the “Licensing of 104 number of space(s) - including 2 bare space(s) at 32 Metro Stations” in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the bid by the Consortium for which the Bid has been floated by DMRC.

AND

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

AND

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

NOW THIS CONSORTIUM AGREEMENT/ MEMORANDUM OF AGREEMENT HEREBY
PROPERTY BUSINESS CELL, DMRC LTD.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Licensing of 104 number of space(s) including 2 bare space(s) at 74 Metro Stations” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by DMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid “Space(s)” in case the Consortium turns out to be the successful bidder in the bid being invited by DMRC for the said purpose.

3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for “Licensing of 104 number of space(s) at 74 metro stations including 2 airport express stations in DMRC network.

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:
   (i) The Lead Member shall have _____ percent (___%) of share holding with reference to the Consortium for this specified license agreement.
   (ii) The Participant Member shall have _____ (___%) of share holding with reference to the Consortium for this specified license agreement.

6. That in case to meet the requirements of bid documents or any other stipulations of DMRC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

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

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

1. (______________)  
   Authorized Signatory  
   (______________)  
   For (Name of company)

2. (______________)  
   Authorized Signatory  
   (______________)  
   For (Name of company)

3. (______________)  
   Authorized Signatory  
   (______________)  
   For (Name of company)

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

(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.
Open Bid for Licensing of 104 Space(s) at 74 Metro Stations and 2 Airport Express Line Stations in DMRC Network

Annexure-8

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”) Bid Document for licensing of space(s) mentioned in packages of annexure-I (hereinafter referred to as “Space(s)”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by DMRC to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by DMRC.

4. I say that if any point of time including the License period, in case DMRC requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of DMRC.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the bidding process for the said project. The costs & risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Bid Document have been duly complied with.

DEPONENT

VERIFICATION:-
I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.
Verified at ………………………., on this ………………….. .day of………………….., 2015.

DEPONENT

PROPERTY BUSINESS CELL, DMRC LTD.
Undertaking for Responsibility
(On Rs. 100/- stamp paper duly notarized)

___________________ as a lead member of the consortium of ___ companies - namely __________________________ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing space(s):

1. That, we solely undertake that ______________________ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with license agreement pertaining to space(s) at __________________ Metro station with DMRC.

2. That, all consortium members are jointly or severely responsible for all commitments/ liabilities/ dues etc to DMRC.

3. That, we further confirm that, the stake holding of lead member- __________________ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the initial 1 (one) year lock in period of license agreement.

4. We also confirm that our consortium was made on Dt.____________, for seeking licensing rights of DMRC space(s) at Metro Station and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

1. __________________

2. __________________

3. __________________

4. __________________

5. __________________

6. __________________

Witness 1.

2.
List of Usages Banned/ Negative List

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. Sale of liquor and alcohol based drinks or beverages.

4. Sale of tobacco and tobacco products.

5. Gas/Coal based cooking strictly prohibited. Gas bank or IGL connection may be permitted subject to approval of DMRC after fulfillment of various norms.

6. Advertisement at any location and in any format.

7. ATMs
Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of DMRC at station, availing power supply from outside agencies in DMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.

2. The power supply connection released for commercial activity shall be from the available DMRC power network, which is reliable having adequate redundancy. DG supply shall not be made available. The power fed shall be from normal source without backup network, Licensees may however, provide UPS / Inverter at their cost if they so desire. Installation of DG set is not permitted.

3. Underground metro stations are already air-conditioned and hence separate AC for these are not required. In underground stations, installation of window/ split AC are not permitted, in case of A/C requirement tapping of connection from chilled water line shall be given on chargeable basis, further work shall be done by licensee. However, for elevated stations, licensee may provide AC at his own cost conforming to detailed specifications of DMRC.

4. DMRC shall attempt to provide electricity at the point nearest to location; Licensee is required to pay the cost of electrical works required for extension of power from DMRC panel/ DB up to site on actual basis + DMRC service charges @15%. Alternatively, Licensee may also undertake electrical work for extension of power from nominated source under DMRC supervision and complying all codal provisions listed DMRC specifications, upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).

5. DMRC provides power supply up to leased premises on chargeable basis. For meeting the requirement following works shall be done:
   a) Supplying and laying including end termination of suitable size (rating suitable for allowable electric load) LT FRLS/LSZH cable (from source to nearest point) as per standard specifications.
   b) Supplying and fixing of meter box, pre-paid energy meter and MCB for extending the power. Pre-paid energy meters require periodic recharge if timely recharge is not done then electric supply is automatically disconnected.

6. Licensee shall extend power supply from this Meter box at his own cost as per approved makes and specifications. Licensee is also required to comply with necessary provision for fire safety norms of DMRC. The work executed by licensee shall be inspected by DMRC representative for ensuring compliance of specifications/ stipulations of contract.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

7. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, pre-paid meter, connected software, etc. shall be sole property of DMRC. The licensee voluntarily and unequivocally agrees not to seek any claim, damage, compensation or any other consideration whatsoever on account of time and costs associated, in making provision of electricity.

8. Mode of power supply: If licensee desires they may seek temporary or permanent connection. Temporary connection is given for limited time i.e. 30 days.

9. Permanent connection is given after ensuring all safety compliance and completion of electrical and fire safety works in leased premises in all respect.

10. TARIFF: Rate of electricity shall be charged from licensee at which concerned DISCOM would be charging, had they obtained electric connection from them.

A detail terms and conditions for release of electric power are indicated in Annexure-IV of Draft License Agreement.
DMRC’s SURVEY REPORT

CUSTOMER SATISFACTION WEEK
5TH JULY - 21ST JULY 2013

CUSTOMER SATISFACTION SURVEY
Customer Satisfaction Survey is a tool to evaluate customer satisfaction. Customer satisfaction is measured against a scale where the customer is judging the extent to which the service provided meets his or her requirement.

DMRC has conducted its First ever Customer Satisfaction Survey on the lines of European Standards - EN13816 from 15th to 21st July, 2013.

RESULTS

CATEGORY OF COMMUTERS IN SURVEY:

OCCUPATION OF COMMUTERS IN THE SURVEY

PROPERTY BUSINESS CELL, DMRC LTD.
OPEN BID FOR LICENSING OF 104 SPACE(S) AT 74 METRO STATIONS AND 2 AIRPORT EXPRESS LINE STATIONS IN DMRC NETWORK

PROPERTY BUSINESS CELL, DMRC LTD.
List of Abbreviations used in the Bid Document

1. AoA: Article of Association
2. BAF: Bid Application Form
3. DD: Demand Draft
4. DMRC: Delhi Metro Rail Corporation Ltd.
5. DVAT: Delhi Value Added Tax
6. Dy. CE/PB-2: Deputy Chief Engineer/Property Business-2
7. Dy. HOD: Deputy Head of Department
8. EMD: Earnest Money Deposit
9. GNCTD: Government of the National Capital Territory of Delhi
10. GOI: Government of India
11. HOD: Head of Department
12. ID Card: Identity Card
13. JV: Joint Venture
14. KVA: Kilo Volt Ampere
15. KW: Kilo Watt
16. LF: License Fee
17. LOA: Letter of Acceptance
18. MoA: Memorandum of Association
19. MoU: Memorandum of Understanding
20. MRTS: Mass Rapid Transport System
21. OMC: Other Maintenance Charges
22. PAN: Permanent Account Number
23. PO: Pay Order
24. PoA: Power of Attorney
25. Rly.: Railway
26. SD: Security Deposit
27. Sqm: Square meter
28. ST: Service Tax
29. TAN: Tax Account Number
30. TIN: Tax Identification Number