## Addendum No.1

### (SUMMARY SHEET)

#### Modifications to Tender Documents

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>NIT</strong></td>
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<tr>
<td>1</td>
<td>RFP</td>
<td>Cover Page and Disclaimer</td>
<td>1</td>
<td>1R</td>
<td>Area details in Cover Page and Disclaimer have been revised.</td>
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<tr>
<td>2</td>
<td>RFP</td>
<td>Clause 1.1.2</td>
<td>6</td>
<td>6R</td>
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<tr>
<td>3</td>
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<td>Clause 2.1</td>
<td>9</td>
<td>9R</td>
<td>Area details modified</td>
</tr>
<tr>
<td>4</td>
<td>RFP</td>
<td>Clause 2.3.c)</td>
<td>10, 11</td>
<td>10R, 11R</td>
<td>Key dates &amp; tender security amount revised</td>
</tr>
<tr>
<td>5</td>
<td>RFP</td>
<td>Clause 3.5.2 i)</td>
<td>20</td>
<td>20R</td>
<td>Technical &amp; Financial capability (Net Worth &amp; Average Annual Turnover) of bidder revised.</td>
</tr>
<tr>
<td>6</td>
<td>RFP</td>
<td>Clause 3.10.1</td>
<td>24</td>
<td>24R</td>
<td>Tender Security amount revised.</td>
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<tr>
<td>7</td>
<td>RFP</td>
<td>Clause 3.10.1 (c)</td>
<td>25</td>
<td>25R</td>
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<td>8</td>
<td>RFP</td>
<td>Clause 4.9 a)</td>
<td>40</td>
<td>40 R</td>
<td>Upfront fee revised and FAR area incorporated.</td>
</tr>
<tr>
<td>9</td>
<td>RFP</td>
<td>Annexure-1</td>
<td>46</td>
<td>46R</td>
<td>Area details modified</td>
</tr>
<tr>
<td>10</td>
<td>RFP</td>
<td>Annexure-4 (Financial Proposal)</td>
<td>56</td>
<td>56R</td>
<td>The description of item in current 'Price Schedule' in excel format has been revised. The bidders are advised to quote after considering the same. The bidder has to quote their financial offer in terms of monthly lease fee rate @ Rs.____/Sqm of FAR area.</td>
</tr>
<tr>
<td>11</td>
<td>BoQ</td>
<td>Annexure-4 (Financial Proposal, BoQ)</td>
<td></td>
<td></td>
<td>The bidder has to quote their financial offer in terms of monthly lease fee rate @ Rs.____/Sqm of</td>
</tr>
</tbody>
</table>
FAR area.
Upfront amount has been revised from Rs.30 Cr to Rs. 23 Cr. Area details revised.

The clause no. 1 of BoQ may be read accordingly as per above modification.

<p>| | | | | | |</p>
<table>
<thead>
<tr>
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<td>Annexure-5</td>
<td>58</td>
<td>58R</td>
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<td>13</td>
<td>RFP</td>
<td>Annexure-6</td>
<td>60</td>
<td>60R</td>
<td>Annexure-6 revised as Annexure-6R and uploaded separately.</td>
</tr>
<tr>
<td>14</td>
<td>RFP</td>
<td>Annexure-7</td>
<td>62</td>
<td>62R</td>
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<td>RFP</td>
<td>Annexure-10</td>
<td>67</td>
<td>67R</td>
<td>Area details revised.</td>
</tr>
<tr>
<td>16</td>
<td>DLA</td>
<td>Cover page and Draft lease Agreement</td>
<td>3</td>
<td>3R</td>
<td>Area details revised.</td>
</tr>
<tr>
<td>17</td>
<td>DLA</td>
<td>Clause 2.1</td>
<td>13</td>
<td>13R</td>
<td>Upfront amount and Clause revised.</td>
</tr>
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<td>18</td>
<td>DLA</td>
<td>Clause 2.4</td>
<td>13</td>
<td>13R</td>
<td>Area details revised.</td>
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<td>19</td>
<td>DLA</td>
<td>Schedule A</td>
<td>47</td>
<td>47 R</td>
<td>Area details revised.</td>
</tr>
<tr>
<td>20</td>
<td>DLA</td>
<td>Schedule - F</td>
<td>56 &amp; 57</td>
<td>56R &amp; 57R</td>
<td>Area details revised</td>
</tr>
</tbody>
</table>
RFP DOCUMENT

Contract: CPD-45

REQUEST FOR PROPOSAL (RFP)

FOR

Warehouse Development at 3891543833Sqm (approx) plot (3506731132Sqm FAR) at Jasola Vihar Stabling Yard

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

This request for proposal ("RFP" Document) for 4383338915Sq. (approx) PD Plot at Jasola Vihar Stabling yard (3506731132Sqm FAR) contains brief information about the Project, qualification requirements and the selection process for the successful Bidder. The purpose of this RFP document is to provide interested parties ("Bidder(s)") with information in order to assist the formulation of their bid application (the Application).

The information ("Information") contained in this RFP document or subsequently provided to interested parties (the "Bidder(s)"), in writing by or on behalf of Delhi Metro Rail Corporation Ltd. ("DMRC") is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such Information is provided.

This RFP document does not purport to contain all the information each Bidder may require. This RFP document has been prepared with a view to provide the relevant information about the Project available with DMRC and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. The DMRC advice to each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this RFP Document and to obtain independent advice from appropriate sources.

The RFP may not be appropriate for all persons, and it is not possible for DMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigation and analysis and should check the accuracy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

The DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy; reliability or completeness of the information provided in this RFP document.

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

Intimation of discrepancies in the RFP document, if any, maybe given, by the Bidders, to the office of the DMRC, immediately by the Bidders. If DMRC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP.
1. PROJECT BACKGROUND

1.1. Introduction

1.1.1 Delhi Metro Rail Corporation (DMRC), a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) implementing the Delhi Metro Rail Projects, has been mandated by Ministry of Urban Development (MoUD) to undertake value capture from property development initiatives for sustainable revenue generation and part financing Delhi MRTS Project. Ministry of Urban Development has also issued an order permitting DMRC to carry out Property Development in lands allotted for Delhi MRTS Project vide Order No. K-14011/8/2000 - MRTS (Pt.) dated 30 March, 2009.

1.1.2 DMRC has been allotted land parcels by UP Government in pockets measuring 54932 Sqm (approx.) at right bank of Agra Canal on permanent basis for Phase-III of Delhi MRTS Project under Line-8.DMRC has constructed Jasola Vihar Metro Station, Multi Modal Integration of the station and also elevated stabling yard for the judicious utilization of the allotted land parcel and the footprint below the Jasola Vihar Stabling Yard and Station has been proposed for warehouse development. Total available land parcel for warehouse development is bifurcated in three pockets below the stabling yard and station for warehouse development. The balance area available for warehouse development is 43833–38915 Sqm. The area proposed for warehouse development by DMRC is protected by boundary wall. The Master Plan of Delhi -2021 under “Table 12.7: Development Control for Transportation” s.no.8 allows development at Metro yards (Annexure-9). Hence, as a part of property development initiative the land parcels available at Jasola Vihar Stabling yard is proposed for Warehouse development following the development control norms of warehouse. The total Floor area as per MPD 2021 applicable (@0.80 of plot area) is 3506731132 Sqm. Apart from Metro rail accessibility, the site is very close to Mohan Estate, Jasola, Jasola Vihar, Kalindi Kunj, Botanical Garden, Sarita Vihar, Faridabad and Noida. The site has excellent connectivity with Noida through KalindiKunj, Gurgaon with Mahaaurli Badarpur road, and Hazrat Nizamuddin Railway Station through Delhi – Agra highway. The strategic location of this plot within Delhi make this site attractive for warehouse development.

1.1.3 This site is located below Jasola Vihar Stabling yard and Jasola Vihar Station of Phase-III (Line-8) of Delhi MRTS Project. It is proposed to carryout warehouse development on this plot through a developer for this tender. The site is being offered on “as is where is basis”. As per table 8.1 of MPD 2021, applicable Development norms for property development at this site are as under:

(i) FAR : 80
(ii) Ground Coverage : 30%.

1.1.4 As per the Zonal Development plan Zone-F, the land fall in the Jasola Residential use area. However, the plot has been utilized for construction of Station building, multi modal
2.0 NOTICE INVITING BIDS

CONTRACT CPD-45

2.1 DMRC invites sealed Bids from suitable participants who may be a sole proprietorship firm or a partnership firm or a body corporate incorporated and registered in India under the Companies Act, 1956/2013, duly registered under the law applicable to such company, either individually or in Joint Venture/Consortium under an existing agreement (the “Bidders”, which expression shall, unless repugnant to the context, include the members of the Consortium) for selection of Lessee(s) to grant rights under the Lease Agreement for the warehouse development of the Leased Site.

The Project Site is proposed to be given on lease basis through this bidding process on “as is where is basis” for 30 (Thirty) years from commencement date. The site is demarcated in the plans placed as Annexure – 6 of this document as per details below:

<table>
<thead>
<tr>
<th>Plot Location</th>
<th>Plot Area (Sqm.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jasola Vihar Stabling Yard</td>
<td>438338915Sqm.</td>
</tr>
<tr>
<td></td>
<td>(approx.)</td>
</tr>
<tr>
<td></td>
<td>(FAR as per MPD 2021 =</td>
</tr>
<tr>
<td></td>
<td>3506731132Sqm.)</td>
</tr>
</tbody>
</table>

2.2 Deemed Knowledge and Disclaimer:-

2.2.1 DMRC shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the Project Site to examine its precincts and the surroundings at the Bidder’s own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

2.2.2 The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc. existing in the Site and shall not claim for any change on the Project Site after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that DMRC has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.
2.2.3 The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from DMRC in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement.

2.3 **Salient features of Bidding Process:**

a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder to transfer rights under the Lease Agreement for the Site.

b) The details of bidding process are provided in Section 3.

c) Schedule of bidding process for RFP:

<table>
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<tr>
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<tbody>
<tr>
<td>Tender Security amount</td>
<td>Amount of tender Security: INR 34.80, Tender Security (in original) as per clause 3.10 of Section-3 shall be accepted only up to 1500 hrs on 25.10.2017 in the office of General Manager/Contracts at the address mentioned hereinafter. (GST Registration No. shall also be provided along with the tender security).</td>
</tr>
<tr>
<td>Cost of RFP Bid Document (Non-refundable)</td>
<td>INR 23,600/- Non-Refundable (Demand Draft /Banker’s cheque in favour of “Delhi Metro Rail Corporation Ltd” payable at New Delhi) Cost of tender documents i.e, D.D./Banker’s cheque, in original, shall be accepted only upto 15:00 hours on 25.10.2017 in the office of General Manager /Contracts at below mentioned address.</td>
</tr>
<tr>
<td>Last date of receiving queries</td>
<td>25.09.2017 up to 17:00 Hrs (Queries from bidders after due date shall not be acknowledged)</td>
</tr>
<tr>
<td>Pre-Bid Conference (First/ Second)</td>
<td>28.09.2017/ 27.10.2017 at 11.00 hrs</td>
</tr>
</tbody>
</table>
### DMRC’s response to queries by
06.10.2017 / 07.11.2017

### Tender Submission Start Date & Time
21.10.2017
10.11.2017
from 09:00 Hrs.

### Tender Submission End Date & Time
25.10.2017
27.11.2017
upto 15:00 Hrs.

### Date & Time of Opening of RFP Bids online
26.10.2017
28.11.2017
@ 15:00 Hrs.

### Authority and place for submission of RFP Bid Document cost, tender security, seeking clarifications & Pre Bid Meeting
**General Manager/Contracts,**
Delhi Metro Rail Corporation,
5th floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi –110 001

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d) **Schedule of Various Stages:** The Selected Bidder shall follow the following timelines:

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

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e) **Payment schedule in case of payment of the Upfront Lease Fee in two installments:**

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

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

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11R
3.5.2i) Technical Capability

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

a. One similar project having built up area not less than 80% of 3506731132 Sqm Built Up Area., or

b. Two similar projects each having built up area not less than 50% of the 3506731132 Sqm Built Up Area, or

c. Three similar projects each having built up area not less than 40% of 3506731132 Sqm Built Up Area.

Provided further that:

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

ii) Financial Capability:

A Bidder should have a minimum net worth of Rs.19,000,00,000/- (Rupees Nineteen Seventeen Crore Thirty Nine Lacs Only) in FY 2016-17. In Case of JV- Net worth will be based on the percentage participation of each Member.

**Example:**

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

\[ \frac{AM+BN}{100} \]

The minimum average annual turnover of a Bidder should Rs.19,000,00,000/- (Rupees Nineteen Seventeen Crore Thirty Nine Lacs Only) for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year 2014-15. The average annual turnover of JV will be based on percentage participation of each member.

**Example:**

Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is ‘A’ and that of Member-2 is ‘B’, then the average annual turnover of JV will be

\[ \frac{AM+BN}{100} \]

**Notes:**

Financial data for latest last three audited financial years has to be submitted by the bidder in Annexure-3 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and
concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iii) Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or

v) such Bidder or any Associate thereof has participated as a consultant to DMRC in the preparation of any documents design or technical specifications of the Project.

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

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

3.9 LANGUAGE AND CURRENCY

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

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

3.10 Tender Security (EMD)

3.10.1 The bidder shall submit a Tender Security for Rs. 38,00,000/- (Rupees Thirty Four Lacs Eighty Thousand Lacs Only) in any one of the following forms in the office of the General Manager/Contracts before the deadline of tender submission as specified in NIT: Also the scanned copy of the same should be uploaded along with the bids.

(a) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Annexure-10 of Section V of tender documents.
(b) Demand Draft / Pay Order / Bank Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi from a Scheduled Commercial bank based in India,

(c) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd.

In case of joint venture/Consortium, Bank Guarantee or FDR for tender security shall be in the name of joint venture/Consortium and not in name of individual members. The Tender Security shall remain valid upto to date as specified in NIT under schedule of bidding process clause 2.3(c).

The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for Contract CPD-45: Warehouse Development at 43833 38915 Sqm (approx) plot (35067 31132 Sqm FAR) at Jasola Vihar Stabling Yard".

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

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

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

3.10.5 The Tender Security shall be forfeited:

a) if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period;

b) if the Selected Bidder fails to make the payments (as per Clause 3.11 & 4.9) within the time specified in this RFP, or any extension thereof granted by DMRC;

c) if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the DMRC.

d) if the bidder does not accept the arithmetic corrections to his Tender price, as per the relevant clause in RFP.

3.11 SECURITY DEPOSIT

3.11.1 The Lessee shall submit an interest free Security Deposit to the DMRC for a sum equivalent to one hundred percent of first year's Lease Fee (i.e. Lease fee + maintenance fee if any + utility area if any) as per Clause 4.9, for the said Leased

25R
Subject to prior written permission from DMRC, the Lessee / concessionaire can assign its rights under this Lease / concession agreement to a Special Purpose Company/Vehicle established for implementation of the project provided that the Lessee / concessionaire shall hold minimum 51% share capital of the Special Purpose Company/ Vehicle and be responsible for performance of all obligations under the Concession/Lease agreement.

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

4.9 PAYMENTS TO DMRC

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

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

<table>
<thead>
<tr>
<th>Plot</th>
<th>Total Plot Area (Sq. m.)</th>
<th>Upfront Fee (Rs)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarita Vihar Plot near Sarita Vihar Depot</td>
<td>4363338915 Sqm (FAR as per MPD 2021 = 3506731132 Sqm)</td>
<td>Rs.3923 Crores (Rupees Twenty Three Crores Only)+ Applicable GST</td>
</tr>
</tbody>
</table>

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

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

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

The Advance Lease Fee for a specified quarter shall be worked out by multiplying the total floor area (FAR) area of the Leased Space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = FAR Area X NN x 3).

\[ NN = \text{Suppose NN is the amount quoted by the Successful Bidder on per square meter per month basis for total floor area (FAR).} \]
Annexure 1
Letter of Application
(To be submitted and signed by the Bidder’s authorized signatory)

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

Sub: RFP for Warehouse Development at 43833 38915 Sqm (approx) plot (35067 31132 Sqm FAR) at Jasola Vihar Stabling Yard, Delhi

Sir,

1. Being duly authorized to represent and act for and on behalf of………………………………………………………. (hereinafter referred to as the “Bidder”), and having studied and fully understood all the information provided in the Bid Document, the undersigned hereby applies as a Bidder for Warehouse Development at 43833 38915 Sqm (approx) plot (35067 31132 Sqm FAR) at Jasola Vihar Stabling Yard, (hereinafter referred to as “Project”) on Lease basis, according to the terms & conditions provided by DMRC.

2. The Tender Security in the form of Demand Draft / Pay Order / Bank Draft / irrevocable bank guarantee / Fixed Deposit Receipt in favor of Delhi Metro Rail Corporation Ltd. have been deposited before dead line of tender submission as specified in NIT”.

3. DMRC and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the Bidder.

4. DMRC and its authorized representatives may contact the following persons for any further information:

Name of the person (s): …………. 
Address: ………………………………………
Phone: ……………………………. Fax: ………………………
Annexure 4  
Format for Financial Proposal- JasolaVihar Stabling Yard (Contract CPD-45)  

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

General Manager/Contracts,  
Delhi Metro Rail Corporation,  
5th floor, A-Wing, Metro Bhawan,  
Fire Brigade Lane, Barakhamba Road,  
New Delhi –110 001  

Sub: RFP for Warehouse Development at 4383338915 Sqm (approx) plot (3506731132 Sqm FAR) at Jasola Vihar Stabling Yard: (“Project”)  

Sir,  

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

1. Fixed Upfront Lease Fee Rs. 3923 Crores + GST Extra (Rupees Thirty-Twenty Three Crores + GST extra) in the form of Pay Order/Cheque/Demand Draft.  

2. Monthly Lease Fee rate @____________________________ per square meter (in figures) Rupee__________ ____________________________(in words) of floor area (FAR) for a Lease Period of 30 yrs (Thirty Years). (TO BE QUOTED SEPARATELY IN EXCEL FILE OF PRICE BOQ)  

3. We also agree to pay at the pro-rata rate of additional area charges for the additional area, which may be requested by us and made available by DMRC subject to availability/feasibility only for utilities equipment and services.  

4. The Lease Fee and Any fee along with in items 1,2 & 3 above shall be escalated at @ 20% every 3 year as per escalation Clause No.4.9.2 of Section 4 of RFP document from the commencement date.  

5. Over and above the Lease Fee, we also agree to pay all charges for the energy, water and other utility services to the extent provided at the Leased Site(s) by DMRC.
Annexure 5
Affidavit

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

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

1. I say that I am the authorised signatory of ...............(insert name of company /consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.

2. I say that I have submitted information with respect to our eligibility for Delhi Metro Rail Corporation’s (hereinafter referred to as “DMRC”) Warehouse Development at 4383338915 Sqm plot (3506731132 Sqm FAR) at Jasola Vihar Stabling Yard, Delhi (hereinafter referred to as “Project”) Request For Proposal (“RFP”) Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

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

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

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

6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT
ANNEXURE 6R
SITE PLAN

Site plans are uploaded on e-tendering portal https://eproure.gov.in/eprocure/app along with bid documents and can be downloaded by the prospective bidders from the portal.
Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as ‘DMRC’) has invited Bids for the “Warehouse Development at 438338915 Sqm (approx) plot(3506731132 Sqm FAR) at Jasola Vihar Stabling yard (“Project”) on Lease basis, in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by DMRC for participating in the Bid by the Consortium for executing the Project for which the Bid has been floated by DMRC.

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

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

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

NOW THIS CONSORTIUM AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Parties having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for “Warehouse Development at 438338915 Sqm (approx) plot (3506731132 Sqm FAR) at Jasola Vihar Sabling Yard” in terms of the Bid invited by Delhi Metro Rail Corporation Ltd., (DMRC).

2. That the Parties have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated in the Bid Documents for award of the Project to the Consortium so that the Consortium may take up the aforesaid Project in case the Consortium is declared as the Selected Bidder in the Bid process.

3. That the Parties have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a Bidder, to participate in the Bid for the said Bid process for executing the Project.

4. That the Parties have agreed to nominate __________ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the Bid as well as doing all other acts
ANNEXURE-10

FORM OF BANK GUARANTEE FOR TENDER SECURITY
(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

1. KNOW ALL MEN by these presents that we ………………………………………….. (Name of Bank) having our registered office at ………………………… (Name of country) (hereinafter called “the Bank”) are bound unto Delhi Metro Rail Corporation Limited (hereinafter called “the DMRC”) in the sum of `……………… for which payment will and truly to be made to the said DMRC, the Bank binds itself, its successors and assigns by these presents.

2. WHEREAS…………………………(Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated__________ for Warehouse Development at 43833-38915 Sqm (approx) plot ( 35067-31132 Sqm FAR) at Jasola Vihar Stabling Yard, hereinafter called the tender.

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of ` …………………. as Tender Security against the Tenderer’s offer as aforesaid.

AND WHEREAS……………………………..(Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

   a. That the DMRC may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the DMRC and the Tenderer.

   b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.

   c. That any account settled between the DMRC and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

   d. That this Guarantee commences from the date hereof and shall remain in force till …………………. (date to be filled up as per Clause 3.10 of Section 3 ).

   e. That the expression ‘the Tenderer’ and ‘the Bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. THE CONDITIONS OF THIS OBLIGATION ARE:
Draft Lease Agreement  For Warehouse Development at 438338915 Sqm (approx) plot (3506731132 Sqm FAR) at Jasola Vihar Stabling Yard

CONTRACT: CPD-45
Draft Lease Agreement for Contract CPD-45

OR

M/s ____________, a proprietary firm carrying on its business under the name and style as hereinbefore mentioned and having its principal office at ___________ (mention full address)

Hereinafter referred to as “the {Lessee/SPC Company)” (which expression shall, unless excluded by or repugnant to the context hereof, be deemed to mean and include its successors, administrators and permitted assigns) of the SECOND PART.

*in case Selected Bidder is a consortium it is required to incorporate an SPC under Companies Act, 2013.

(DMRC and the Lessee are hereinafter also individually referred to as a ‘Party’ and collectively as ‘Parties’).

WHEREAS:

A. DMRC has been established with the principal object of planning, designing, developing, constructing, maintaining, operating and financing Mass Transit and other urban transport and people mover system of all types and descriptions in the National Capital Territory of Delhi and other areas of the National Capital Region (hereinafter called the ‘Territory’);

B. The Delhi Metro Railway (Operation and Maintenance) Act, 2002 has been enacted by the Parliament to provide for the operation and maintenance, and to regulate the metro railway in the metropolitan city of Delhi and for matters connected therewith and incidental thereto;

C. DMRC has been authorised to develop real estates in and around the metro stations and other places in the Territory and generate revenues there from, for the purpose of part funding of its capital expenditure and to supplement the fare box collection;

D. In pursuance of the above, DMRC is desirous of raising funds for developing Delhi Mass Rapid Transit System by transfer of its rights of the allotted land to a Lessee for the purpose of Property Development of the same in return for Upfront Lease fee and annual lease fee as specified in this Agreement. For this purpose DMRC has identified balance land parcel and property development area at Jasola Vihar Stabling Yard (Phase-III)admeasuring about approx. 43833-38915 Sqm (35067-31132Sqm FAR) at Jasola Vihar area as more specifically described in Schedule-A hereto and in the plan set out in Schedule-A hereto (hereinafter called the “Project Site”);

E. DMRC invited bids for the Project through open tender and after evaluation of the bids received and after approval of competent authority, DMRC has accepted the bid of the Selected Bidder/Consortium and has issued a Letter of Acceptance (hereinafter called the ‘LOA’) bearing No. ________ dated ________, requiring inter alia, the Selected Bidder/Consortium to accept the LOA and deposited 25% of quoted Upfront Lease Fee i.e. Rs. ______________ (in Words Rs._____________) within 30 days of issue of Letter of Acceptance and remaining
ARTICLE 2

2.0 TRANSFER PRICE/ LEASE FEE

2.1 This Agreement has been signed with the Lessee/SPC Company after receipt of Upfront Lease Fee of Rs. 30,00,00,000

23,00,00,000 (In words Rupees Thirty Twenty Three Crores) plus applicable service tax GST extra.

2.2 The Lessee acknowledges that DMRC is allowing Property development (warehouse) on the Project Site and undertaking transfer of the leasehold rights in the same for the purpose of raising funds for its Delhi Mass Rapid Transit System.

2.3 Upon payment of the Upfront Lease Fee, the Lessee shall peacefully and quietly enter upon the Project Site only for the following purposes:

- pursue marketing in respect of the Project;
- hold a temporary marketing office;
- perform soil investigation/planning;
- temporary construction of boundary wall/barricading around the Project Site.

2.4 The Lessee shall pay a sum of Rs. ______________ only on quarterly basis to the DMRC towards Advance Lease fee for 438338915 Sqm. (approx) Property Development area at Jasola Vihar Stabling yard (3506731132 Sqm floor area (FAR) of the Project Site.

2.5 Lessee shall make advance payments for above referred advance Lease Fee (mode of payment – quarterly) to DMRC within 7 days of commencement of respective quarter. All the taxes including the service tax, as applicable from time to time shall also be paid by the Lessee in addition to the amount of the quoted rate of the Lease Fee. The Lease Fee shall be payable from the day falling after the date of the completion of the Moratorium Period.

The advance lease fee / Lease Rent for a specified quarter shall be worked out by multiplying the total floor area (FAR) of leased space(s) with the per month quoted rate of Lease Fee and further multiplying it by 3 (Lease Fee = FAR Area X NN1 X3).

a) GST on Services as applicable will be borne solely by the Lessee.

b) All other statutory taxes, statutory dues, local levies, cess, duties including stamp duty, registration charges that may be applicable/levied in respect of the Project applicable shall be charged extra from the Lessee and shall have to be remitted along with the Lease Fee for onward remittance to the Government. Property tax of the leased area shall be borne by Lessee. The Lessee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this Lease Agreement.
SCHEDULE - A

(Ref: Clause 1.1.3 to 1.1.5)

DESCRIPTION OF PROJECT SITE

The site for Delhi Metro’s warehouse development is located at balance land parcel and property development area at Jasola Vihar Stabling Yard (Phase-III) admeasuring about approx. 438338915 Sqm (3506731132 Sqm FAR) at Jasola Vihar area. The 438338915 Sqm. Property development area is a portion of Jasola Vihar Stabling Yard and Jasola Vihar metro Station. The proposed site is bifurcated in three parts by a access road to Jamia Nagar, Abul Fazal Enclave, Shaheen Bagh Residential area and Multi Modal Integration of Jasola Vihar Station as described in the layout plan. The Project Site, identified is situated between Agra Canal and Jasola Vihar Residential area. The dimensioned plan of site is enclosed with this agreement.
SCHEDULE-F
CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT
[On non judicial stamp paper of appropriate value to be purchased in the name of the executants]

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

BETWEEN

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

AND

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

AND

M/s. ________________, a Company incorporated under the Companies Act, 1956 and having its Registered Office at ___________________ and Office at __________________, acting through its Managing Director, ______________, duly authorized by a resolution of the Board of Directors dated _________ (hereinafter referred to as ‘Participant Member 2’ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART;

(hereinafter collectively referred to as “Consortium” or “Parties”)

WHEREAS Delhi Metro Rail Corporation Limited (hereinafter referred to as ‘DMRC’) has invited tenders for the “Warehouse Development on 43833 Sqm. (approx) Property Development area at Jasola Vihar Stabling yard (35067 Sqm FAR)” (“Project”) in terms of the RFP document issued for the said purpose and as per the conditions stipulated by DMRC for participating in the bid by the Consortium for executing the Project for which the tender has been floated by DMRC.

AND WHEREAS in terms of the bid document the Parties are interested for participating in the bid process by forming a Consortium between themselves.
AND WHEREAS the Parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

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

NOW THIS CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT HEREBY WITNESS:

A. That in the premises contained herein the Parties having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “Warehouse Development on 4383338915 Sqm. (approx) Property Development area at Jasola Vihar Stabling yard (35067-31132 Sqm FAR)” in terms of the tender invited by Delhi Metro Rail Corporation Ltd., (DMRC).

B. That the Parties 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 Project to the Consortium so that the Consortium may undertake the Project in case the Consortium turns out to be the Selected Bidder in the bid being invited by DMRC for the said purpose.

C. That the Parties have satisfied themselves that by pooling their technical know-how and technical, managerial and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for executing the Project.

D. That the Parties have agreed to nominate __________ as the Lead Member who shall be authorized to represent the Consortium for all intents and purposes for dealing with the DMRC or its representatives and for submitting the bid as well as doing all other acts and things necessary for submission of bid, which shall be legally binding on all the members of the Consortium who shall be jointly and severally responsible for the performance and obligations in relation to the bid submitted to DMRC and execution of the Project.

E. The Consortium further authorizes the Lead Member to represent the Consortium for all correspondence and communications with the DMRC and any notice or communication served upon the Lead Member shall be deemed to be notice or communication to the Consortium.

F. That the shareholding of the members of the Consortium for this specified purpose shall be as per the Lease Agreement and at present the proposed shareholding shall be as follows:-

(i) The Lead Member shall have _________________ percent (___%) of share holding with reference to the Consortium for the Project.

(ii) The Participant Member 1 shall have _________________ percent (___%) of share holding with reference to the Consortium for the Project.

(iii) The Participant Member 2 shall have _________________ percent (___%) of share holding with reference to the Consortium for the Project.