## ADDENDUM No.1

(SUMMARY SHEET)

### Modifications to Tender Documents

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Document</th>
<th>Clause No. / Page No.</th>
<th>In place of</th>
<th>Please read as</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Notice Inviting Bid</td>
<td>2.3 (f) of Tender Document</td>
<td>NIT Page 9 of 149</td>
<td>NIT Page 9R of 11</td>
<td>Clause Modified</td>
</tr>
<tr>
<td>2.</td>
<td>SUBMISSION &amp; EVALUATION OF BIDS BY BIDDERS</td>
<td>5.29 of Tender Document</td>
<td>Page 25 of 149</td>
<td>Page 25R of 149</td>
<td>Clause Modified</td>
</tr>
<tr>
<td>3.</td>
<td>BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT</td>
<td>12.2 of Draft License agreement annexed at annexure-12</td>
<td>Page 84 of 149</td>
<td>Page 84R of 149</td>
<td>Clause added 12.2 (p)</td>
</tr>
<tr>
<td>4.</td>
<td>BREACHES/SURRENDER/TERMINATION OF LICENSE AGREEMENT</td>
<td>12.3 of Draft License agreement annexed at annexure-12</td>
<td>Page 86 of 149</td>
<td>Page 86R of 149</td>
<td>Clause Modified</td>
</tr>
<tr>
<td>5.</td>
<td>Cover Page</td>
<td></td>
<td></td>
<td></td>
<td>Cover Page modified</td>
</tr>
</tbody>
</table>
Bid for Licensing of
Commercial Built-up & Bare Spaces at
D-21 Corporate Park of Delhi Airport Metro Express Line

Draft
(Tender Document)
Tender No.118A0003

2018

Delhi Metro Rail Corporation Ltd.
Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01
India
Pre-Bid Conference  11/05/2018 at 1530 hrs in Conference hall, 7th floor, Metro Bhawan, Barakhamba Road, New Delhi-110001

Last date of receiving queries  1700 hrs on 11/05/2018

DMRC’s response to queries by  15/05/2018

Date & Time of Submission of Bids  From 21/05/2018(9:00 hrs) to 1530hrs of 31/05/2018

Date & Time of Opening of Bids  1530hrs on 01/06/2018

Validity of Bids  180 days from bid submission date

f.) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

<table>
<thead>
<tr>
<th>Stage of Activity</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment of Interest Free Security Deposit to DMRC by Successful Bidder.</td>
<td>Within 30 days of date of issue of Letter of Acceptance</td>
</tr>
<tr>
<td>Vacant space to be handed over to Selected Bidder</td>
<td>Within 7 days of receipt of Interest Free Security Deposit/ full LOA payment signing of License Agreement.</td>
</tr>
<tr>
<td>Payment of Advance Quarterly License Fee for 1st Quarter</td>
<td>Within the period of 30 days of handing over of the built-up space for Schedule – I and 180 days of handing over of the bare spaces for Schedule –II to VII.</td>
</tr>
<tr>
<td>Signing of License Agreement</td>
<td>Within 30 days of receipt of LOA payment.</td>
</tr>
<tr>
<td>Commencement of License Fee</td>
<td>Immediately after 30 days fitment period for Schedule – I (i.e. w.e.f. 31st day of handing over of built up spaces as per Schedule – I)/ 180 days fitment period for Schedule –II to VII (i.e. w.e.f. 181st day of handing over of bare spaces as per Schedule – II to VII).</td>
</tr>
</tbody>
</table>

Registration of License Agreement: The registration of License agreements should be done within 30 days of signing of agreement by the licensee (registrations fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the license/ Lease agreement/amendment, it shall be treated as “Material Breach of Contract” in terms of clause no. 12.2(p) of DLA (bid documents). The licensee will be given 30 days time to cure the default in terms of clause no. 12.3 of DLA. In case Licensee fail to remedies the default to the satisfaction of the DMRC within cure period, DMRC may terminate the License agreement after the expiry of cure period duly forfeiting the security deposit/any other amount paid by Licensee.

Adendum/Corrigendum, if any, will be placed on DMRC website only time to time. Tender Document can also be downloaded from the website https://eprocure.gov.in/eprocure/app and may be submitted along with document cost at the time of submission of bids. Late / delayed bid received after the stipulated date and time of submission of tender shall be out rightly rejected.

DMRC has adopted a single stage two packet Bidding Process to select suitable highest Bidder for licensing of commercial space at D-21 Corporate Park.

The Bidder may obtain further information/ clarification, if any, in respect of Tender documents from the office of Dy.GM/PB, DMRC, 3rd floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi.

The intending Bidder must be registered on e-Tendering portal https://eprocure.gov.in/eprocure/app. Those who are not registered on the e-Tendering portal required to be registered beforehand. After registration the Bidder will get User Id and Password. On login, Bidder can participate in Tendering process and can witness various activities of the process.

The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class II or Class III Certificates with signing key usage digital signature. The bid document can only be downloaded or uploaded using Class II or Class III Certificates.

Property Business Cell
5.27. Evaluation of Bid: The evaluation and assessment for the selection of the Bidder shall be based on the Bid Variable i.e. the rate of License Fee quoted by the Bidder. The Technically Eligible Bidder, quoting the highest rate of License fee per sqm/month, shall be the highest Bidder whose offer shall be evaluated and assessed by DMRC.

5.28. After evaluation of Bids, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Successful Bidder and the Successful Bidder/ Licensee shall, within 7 (seven) days of the receipt of the LOA, sign with the stamp and return the duplicate copy of the LOA as a token of unconditional acceptance and acknowledgement thereof. In the event the duplicate copy of the LOA duly signed and stamped by the Selected Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel & withdraw the LOA and appropriate and forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.

5.29. Successful Bidder is required to deposit Interest Free Security Deposit/Upfront amount/Any other amount required within stipulated time period as mentioned in LOA i.e. within 30 (thirty) days of date of issuance of LOA. In case successful bidder fails to submit Interest Free Security Deposit as demanded same as advised in the LOA within 30 (thirty) days time period, same can also be submitted with penal surcharge as detailed below:

<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</td>
</tr>
<tr>
<td>46th to 60th day</td>
<td>@ 4% flat</td>
</tr>
</tbody>
</table>

The aforementioned penal surcharge interest is excluding GST and shall be charged on the balance interest-free security deposit amount remaining unpaid as per demand in the LOA. The amount against penal surcharge shall be submitted in the form of Demand Draft/ Pay Order/RTGS/NEFT only, in favour of DMRC Ltd. & payable at New Delhi. After 60th day of issue of LOA if the Licensee fails to comply with the terms and conditions of LOA, the LOA may be cancelled and EMD/any other amount submitted may be forfeited by DMRC.

5.30. In case the LOA payments are not made even after expiry of time period as mentioned in the Letter of Acceptance & as mentioned in Clause No. 5.29 above, the same shall stand cancelled and amount of bid security shall stand forfeited in favour of DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.

5.31. After acknowledgement of the LOA and payment of dues as mentioned above, the Successful Bidder shall execute the License Agreement within the stipulated period prescribed in the Tender Document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the format of the License Agreement.

5.32. Notwithstanding anything contained in this Tender 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.
b) If the Licensee fails to pay License Fee, utility charges, penalty or Damage herein specified or any other due to be paid by the Licensee to DMRC by the stipulated date.

c) If the Licensee makes any of the following changes in Ownership:
i. Any change in percentage stake of JV/Consortium by the members without prior written permission of DMRC.
ii. Dilution of stake of Lead Member in the JV/Consortium below 51% at any time during the License Period.
iii. Dilution of stake of any consortium member in JV/Consortium below 15% during the license period

d) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.

e) If the Licensee is in persistent non-compliance of the written instructions of a DMRC officials.

f.) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to DMRC employees/commuters or loss to DMRC property.

g.) If the Licensee is in violation of any of the other Clauses of License Agreement and after three written notice (unless otherwise specifically mentioned therein) from DMRC fails to cure the Default to the satisfaction of DMRC.

h.) If any representation made or warranties given by the Licensee under this Agreement is found to be false or misleading.

i) If the Licensee engaging or knowingly has allowed any of its employees, agents, or sub-Licensee to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.

j) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Licensed Space except expressly permitted under this Agreement.

k) If a resolution for voluntary winding up has been passed by the shareholders of the Licensee.

l) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of DMRC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Agreement.

m) If the Licensee has abandoned the Licensed Space.

n) If the licensee violates banned usage as per list given in Annexure-II.

o) If the licensee submitted false undertaking (as detailed on Clause No. 3.5 of Chapter-3) regarding not blacklisting/ban Licensee by Central/State Government Department/Public Sector Undertaking/Other Government Entities or Local Body or termination of contract due to their non-performance after award of contract during last 3 (three) years.

(p) **If the Licensee fails to get registration of License agreement/ amendment of license agreement at appropriate registration authority within 30 days of signing of the license agreement/ amendment of license agreement.**
12.3 Termination of License Agreement by DMRC:

Provided that in the event of application of clauses 12.2 (a) and (b) & (p) above, DMRC shall give to the Licensee 45-30 days time to cure the default prior to considering the events specified therein as Licensee’s events of default and in the event the Licensee remedies the default to the satisfaction of the DMRC within the cure period, the event shall not be considered as a Licensee’s Event of Default. In case the licensee fails to remedies the default to the satisfaction of the DMRC within the cure period, then DMRC shall be within its rights to disconnect the utility services & terminate the License Agreement as per the provision of the License agreement. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. **However in the event of clause 12.2(d) to (o) DMRC may terminate the License agreement with immediate effect.**

12.4 On Operational Ground:

DMRC reserves the right to terminate the License Agreement on operational ground by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months notice and the Interest Free Security Deposit shall be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

12.5 Termination for Force Majeure:

The License Agreement may be terminated for Force Majeure Reasons as specified in Chapter-11.

12.6 Other Terms & Conditions:

(i) On termination of License Agreement:
   a) All sub-licenses/ third party agreements, entered by the Licensee, shall stand terminated with immediate effect;
   b) In case of termination of agreement on account of Licensee’s Events of Default, the interest free Security Deposit shall be forfeited in favour of DMRC. Any outstanding dues payable and advance license fee paid to DMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit, shall also be recovered from the licensee.
   c) All utilities shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
   d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.

(ii) On termination of the license agreement, the Licensee shall handover the vacant possession of the licensed premises to DMRC’s authorized representative within 30 days from the date of termination of License Agreement, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own