



**REQUEST FOR PROPOSAL (RFP) DOCUMENT**

**Property Development at Bata Chowk MRTS  
Station of Line-6 Ext.**

**Contract: CPD-78**

**DELHI METRO RAIL CORPORATION LTD.  
Metro Bhawan, Fire Brigade Lane,  
Barakhamba Road, New Delhi –110 001**

This request for proposal (**RFP Document**) for “**Contract CPD-78: Property Development at Bata Chowk Metro Station**” contains brief information about the spaces, the Qualification Requirements and the Selection process for the successful Bidder. The purpose of the RFP document is to provide Bidders with information to assist the formulation of their bid application (the ‘**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 the Bidder(s) on the terms and conditions set out in the RFP Documents and any other terms and conditions subject to which such information is provided.

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

This 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. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

1. Soil testing/investigations
2. Water availability of ground water
3. Electricity availability and provisions

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

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

This RFP Document is not an agreement and is not an offer or invitation by DMRC to any other party. The terms on which the Project is to be developed and the right of the successful Bidder, shall be as set out in separate agreements executed between DMRC and the successful Bidder in the format broadly set out herein. DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

DMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

DMRC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

This single RFP document is applicable for all the packages being offered but each package will be considered as an independent tender and except the RFP document other formalities like the tender security submission, Quoting of Recurring payment etc has to be fulfilled/ considered as part of independent tender process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DMRC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DMRC shall not be liable in

any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The word "Bid" and "Tender" is used interchangeably in the document.

## Contents

<b>S.No.</b>	<b>Content</b>	<b>Page No.</b>
1.	Project Background	5 - 5
2.	Notice Inviting Bid	6 - 14
3.	Regulation of Bids and Space Lease Agreement	15 - 35
4.	General Conditions of Lease Agreement	36 - 48
5.	Annexures (1 to 15)	49 - 71

## SECTION 1

### 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 for the DMRC vide its Policy Circular No K-14011/8/2000-MRTS (Pt.) dt 30.3.2009.
- 1.1.2 Through this RFP Document, DMRC intends to select a “lessee” to take up on ‘Lease basis’, the spaces available for property development at **Bata Chowk Metro Station** of Delhi Mass Rapid Transit System (MRTS) (hereinafter referred to as “**Project Site**”). This Licensing has been envisaged to generate up-front and recurring revenues to DMRC to supplement its non fare-box collections in the operation phase. An information document covering the purpose of the lease, details of space available at metro station etc. may be downloaded from the website <http://eprocure.gov.in/eprocure/app>.
- 1.1.3 The Project Site is situated at the Line-6 Ext (Badarpur – Faridabad corridor) of Phase-III of Delhi MRTS Project. Bata Chowk is elevated metro station. The station lies in proximity to Delhi – Agra highway (NH -2), and is accessible by road to all areas in Badarpur and Faridabad. DMRC has planned property development at Bata Chowk MRTS station along with operating facilities for commuters. The station will have retail and commercial space on ground and concourse floor which is proposed to be leased out for specified purposes as detailed in this document. Being located in commercial sector of Faridabad, the Project Site has an excellent opportunity to become important commercial hub within this locality. With separate access being available for the commercial areas, prominent and spacious frontage, and a captive commuter base, these floor areas will present unique opportunities for retailers.
- 1.1.4 As proposed built up area for Property Development is planned at the footprint of station building. Hence, building plans approvals from local bodies are not required.

## **SECTION 2: NOTICE INVITING BID**

**CONTRACT:CPD-78****2.0 Notice Inviting Bids.**

- 2.1 The PD Area at the Bata Chowk Metro Station(Project Site) are proposed to be given on lease basis through this bidding process on “as is where is basis” as demarcated in the plans placed as **Annexure – 6** of this document and are in form of built up areas for retail and commercial spaces, details of which are given below:

<b>PD Area</b>	<b>Built-up Area in Sqm</b>
Ground Floor	<b>2139</b>
Concourse Floor	<b>1354</b>
<b>Total PD Area</b>	<b>3493</b>

(Hereinafter individually referred to as “**Leased Space(s)**” or “Leased Area”)

- 2.2 DMRC invites online Bids from eligible 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/ JV) for selection of Lessee(s) to grant rights under the Lease Agreement for the commercial utilization of the Lease Space(s) for various purposes, except banned list of usages as detailed in **Annexure-9**.

**2.3 Deemed Knowledge and Disclaimer:-**

- 2.3.1 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.
- 2.3.2 The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc., if any existing in the Leased Space(s) 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.
- 2.3.3 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.

#### 2.4 Salient features of Bidding Process:

- a) DMRC has adopted a two packet bidding process for declaration of a Selected Bidder for each schedule to grant rights under the Lease Agreement for the Leased Space.
- b) The details of bidding process are provided in Section 3.
- c) Schedule of bidding process for RFP :

Start of sale of RFP Document to Bidders	05.06.2020 to 09.07.2020 (upto 15:00 hrs.) on e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
Tender Security amount (Earnest Money Deposit)	<p>Amount of tender Security: <b>INR 5.70 Lakhs</b></p> <p>Payment of tender security is to be done only by RTGS, NEFT &amp; IMPS. No other mode of payment will be accepted. The detail of Bank account of DMRC to facilitate the payment is mentioned below this table. The bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating <b>UTR No.</b> and tender reference i.e. <b>CPD-78</b> must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.</p> <p><b>Note:</b> Bidders to note that the payment of tender security shall be made from the account of bidder only, however, in case of JV/ Consortium the tender security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.</p> <p><b>Note:</b> If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected. <i>If the same transaction reference number has been submitted for more than one bids. All such bids shall be considered ineligible and summarily rejected.</i></p>

Cost of RFP Bid Document	<p>INR 23,600/- (inclusive of 18% GST) <b>Non-Refundable</b></p> <p>Payment of tender fee/ tender document cost is to be done only by RTGS, NEFT &amp; IMPS. No other mode of payment will be accepted. The detail of Bank account of DMRC to facilitate the payment is mentioned below this table. The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating <b>UTR No.</b> and tender reference i.e. <b>CPD-78</b> must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. No copies of transaction of payment are required to be sent to the office of Sr.GM/Contract.</p> <p><b>Note:</b> The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids. All such bids shall be considered ineligible and summarily rejected.</p> <p><b>GST registration number also to be provided along with tender cost.</b></p>
Last date of receiving queries	15.06.2020 upto1700Hrs (Queries from bidders after due date shall not be acknowledged)
Pre-Bid Meeting	<p>19.06.2020 at 1100 Hrs</p> <p>The Pre-bid meeting shall be conducted through video conferencing by software apps such as Webex/ Microsoft Teams. All perspectives bidders shall provide the detail of the person(s) (maximum upto to two) who will be participating in such virtual meeting at least one day before the meeting (latest by 11:00 Hrs on 18.06.2020) to the registered official email of DMRC i.e. <a href="mailto:gmcontracts@dmrc.org">gmcontracts@dmrc.org</a>, so that links having details such as software, meeting ID, password etc. can be mailed to these person at least 12 hours before the scheduled pre-bid meeting.</p>
DMRC's response to queries by	24.06.2020
Tender Submission Start Date & Time	29.06.2020 from 0900 Hrs
Tender Submission End Date & Time	09.07.2020 upto1500 Hrs
Date & Time of Opening of RFP Bids online	10.07.2020 at 1500 Hrs

Authority and place for seeking clarifications & Pre Bid Meeting	<b>Sr. GM/Contract,</b> Delhi Metro Rail Corporation, 5 <sup>th</sup> floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001			
<b>To facilitate payment of tender fee and tender Security through RTGS, NEFT &amp; IMPS, the details of bank account of DMRC is mentioned below:</b>				
<b>Name of Bank</b>	<b>Bank's Address</b>	<b>Account Name &amp; no.</b>	<b>Account Type</b>	<b>IFSC code</b>
<b>ICICI Bank</b>	<b>9A, Phelps Building, Connaught Place, New Delhi-110001</b>	<b>DMRC Ltd, Tender cell A/c, 000705045337</b>	<b>Current</b>	<b>ICIC0000007</b>

- d) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

<b>Stage of Activity</b>	<b>Time Period</b>
LOA payment	<p>The Successful Bidder is required to deposit Interest free security Deposit/ Upfront amount/ Any other amount required within 30 (Thirty) days from the date of issue of LOA (excluding the date of issue of LOA) In case successful bidder fails to submit the same within 30 days of issue of LOA, it can also be submitted with following Penal interest:-</p> <p>(a) Delay upto 15 days - 15% per Annum (b) Delay beyond 15 Days- 20% per Annum</p> <p>The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA.</p> <p>This amount of Penal interest shall be submitted in the form of Demand Draft/Pay Order/ RTGS/ NEFT only, in favour of DMRC Ltd. &amp; payable at New Delhi.</p> <p>If the lessee fails to submit the required aforesaid Security Deposit/ Upfront amount / Any other amount required in terms and conditions of LOA, within 60 days of issue of LOA, the LOA may be cancelled and EMD/</p>

	any other amount submitted may be forfeited by DMRC.
Signing of Lease Agreement	Within 30 days of receipt of LOA payment
Payment of Advance Lease Fee for 1 <sup>st</sup> Quarter to DMRC by Lessee.	Within 7 days after end of moratorium period i.e. Six months after signing of the Lease Agreement without consideration of any interest. Delay in payment of advance lease fee shall attract interest @ 20% per annum on outstanding balance on due date.

2.5 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.

### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Bidder has to ensure that size of each file should not exceed 40MB before uploading
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) **Tender fee / Tender document cost:** The instrument type for payment of tender cost/ tender fee is to be done only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The bidders will be required to upload scanned copies of transaction of payment of tender cost/tender fee at the time of bid submission.
- d) **Tender Security/ EMD:** Bidder should submit the EMD/Tender Security as per the instructions specified in Section 3 Clause 3.10 of RFP.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

bidders, opening of bids etc. The bidders should follow this time during bid submission.

- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787. International Bidders are requested to prefix 91 as country code.

E-Mail: **Technical - support-eproc(at)nic(dot)in**