DELHI METRO RAIL CORPORATION LIMITED

Bid Document for Licensing of 97 Built-up Shops/Bare Spaces at 38 Metro Stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6, through Open Auction

Tender No. 118M0009

November 2018

Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01, India
Licensing of 97 Built-up Shops/Bare Spaces at
38 Metro Stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction
(Bid Document)

Name and address of the Bidder to whom issued:

Date of issue……………………
Issued by……………………

Cost of Bid document: Rs 1,770/- (Rupees One thousand seven hundred and seventy only) inclusive of 18% GST, which is non refundable.
DISCLAIMER

I. This Bid Document for “Licensing of 97 built-up shops/bare space at 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction” contains brief information of the available built-up shops & bare spaces, Eligibility Requirements and details of 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 contained in this Bid 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 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 the vacant available Built-up shops/bare spaces at 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6. 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 regarding 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 at the time of or before pre-bid meeting. If DMRC receives no written communication by the stipulated timeframe, it shall be deemed that the Bidders are satisfied with the information provided in the Bid document.

V. Any character or requirement for the built-up shops & bare spaces, 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 nor it is an offer or invitation by DMRC to any party. The terms on which the licensed spaces are to be developed and the right and obligations of the successful Bidder shall be as set out in separate agreements to be executed between DMRC and the successful Bidder broadly in the format setout 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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1.1 Delhi Metro Rail Corporation (DMRC), is a joint venture of the Government of India (GOI) and the Government of the National Capital Territory of Delhi (GNCTD) and has completed the Phase I and Phase II of the Delhi Metro and is currently engaged in the final stages of completion of Phase III of the MRTS project. The network of DMRC has now crossed the boundaries of Delhi and extended up to NOIDA and Ghaziabad in U.P. and Bahadurgarh, Faridabad & Gurugram in Haryana. Currently, Delhi Metro is carrying approximately 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 to capture value from real estate in such a manner that on one hand it gives sustainable additional revenue to the corporation, and on the other hand facilitating DMRC commuters by providing one stop solution for consumer needs. Through this Bid, DMRC intends to select Licensee(s) to take up on ‘License basis’ the offered 97 built-up shops/spaces in its 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction as mentioned in Annexure-1.

1.3 The specified built-up shops/spaces have captive commuter base and present a unique opportunity for retail players. Currently, Delhi Metro is having daily average ridership of approximately 28 Lakhs commuters per day.

1.4 An information document covering the purpose of the license, details of space available at said Metro Station may be downloaded from the website www.delhimetrorail.com
CHAPTER-2: NOTICE INVITING BID THROUGH OPEN AUCTION

2.1 The stations of Delhi Metro are situated in the close proximity of commercial and residential hubs of Delhi city & NCR and are easily accessible from entire NCR. Apart from operating facilities for commuters, the Stations have commercial spaces as detailed in Annexure-1. These Commercial Spaces are proposed to be licensed out for various commercial uses as detailed in this document through open auction. The specified spaces have captive commuter base and shall present a unique business opportunity for retail players.

2.2 DMRC invites Bids through open auction from suitable participants who may be a reputed retailer/ manufacturer/ individual, sole proprietorship firm, partnership firm, a company having its registered office in India & incorporated under the companies act 1956/2013 or a combination of these in the form of Joint Venture (JV) or Consortium having sound financial & technical strengths and registered office in India, for selection of Licensee(s) to grant Licensing rights of built-up shops/bare space of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 on “as is where is basis” for its commercial utilization except banned list of usages as detailed in Annexure-II.

2.3 The process of Evaluation of eligibility Consortium/JV with respect to each member’s contribution is given below for clarity on this aspect. The conditions for Joint Venture (JV)/Consortium area as under:

i. For the purpose of evaluation of the Consortium, each member’s contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium. Illustration: Say If ‘A’ and ‘B’ are two members of JV/Consortium. ‘A’ is having 70% equity holding in JV and ‘B’ is having 30% equity holding in JV. In such a condition, 70% of A’s turnover and 30% of B’s turnover will be taken for the calculation of eligibility of the JV.

ii. The lead member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during the full tenure of License Agreement.

iii. Any change in percentage stake of JV/Consortium members without prior written approval of DMRC shall be treated as Material Breach of Contract and Licensee’s event of default entitling DMRC to encash Interest Free Security Deposit/Performance Guarantee and/or to terminate the Licence Agreement after 30 days notice.

iv. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.

v. 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.
vi. All members of such entity shall be jointly and severely liable for the performance of License agreement.

vii. Bidder shall undertake that they have not been banned from Business, as on date of Tender submission as per following:

i) DMRC/ any other metro organisations (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/debarred business with the tenderer/bidder (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

ii) Also no contract of the tendered executed in either individually or in a JV/Consortium, should have been rescinded/ terminated by DMRC after award during last 03 years (from the last day of the previous month of a tender submission) due to non–performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

iii) In case at a subsequent date the successful bidder/licensee is found to have been banned for business as given above, DMRC shall beat liberty to and have full rights to cancel the allotment of built-up/bare space and forfeit the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/licensee. The tenderer should submit undertaking to this effect in Annexure 10 of Tender Document.

2.4 The bidders shall enclose with their application an undertaking stating/providing that all the necessary supporting documents, including duly certified audited accounts and financial statements have been provided. Schedule of Bidding through Open Auction Process:

<table>
<thead>
<tr>
<th>Cost of Bid document (Non Refundable)</th>
<th>Rs. 1770/- (including 18% GST) per Built-up Shop/Space/Per bidder (single entity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money Deposit</td>
<td>As per Annexure - 1 for respective shops for which bids are made</td>
</tr>
<tr>
<td>Sale of Application Form or from the office of GM/PB</td>
<td>From 06/11/2018 to 07/12/2018 (up to 1530hrs) on DMRC website <a href="http://www.delhimetrail.com">www.delhimetrail.com</a> or e-Tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534248,534778),</td>
</tr>
<tr>
<td>Last date of receiving queries</td>
<td>Up to 1100 hours on 27/11/2018</td>
</tr>
<tr>
<td>Site Visit</td>
<td>Prospective bidders are requested to attend the joint site visit of commercial spaces on from 14/11/2018 to 16/11/2018</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>27/11/2018 at 1100 hrs. in Conference hall, 7th floor, A-Wing, Metro Bhawan, Barakhamba Road, New Delhi- 110001</td>
</tr>
<tr>
<td>DMRC’s response to queries by</td>
<td>1500hrs on 30/11/2018</td>
</tr>
</tbody>
</table>
Time & last date of Registration for Bidding Process along with DD/PO for tender cost EMD KYC documents B.A.F. with Annexure & Tender documents duly signed by bidder

Up to 1500 hours on 06/12/2018

Date, time & venue of auction for Bidding Process

10/12/2018 at 1030 hrs. in Conference hall, 7th floor, A-Wing, Metro Bhawan, Barakhamba Road, New Delhi - 110001

Validity of Bids

180 days from bid submission date

2.5 Schedule of Various Stages: The Successful 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 signing of license agreement</td>
</tr>
<tr>
<td>Payment of Advance Half yearly License Fee OMC etc.</td>
<td>Within 30 days of date of issue of Letter of Acceptance (LOA)</td>
</tr>
<tr>
<td>Signing of License Agreement</td>
<td>Within 30 days of receipt of full LOA payment</td>
</tr>
<tr>
<td>Commencement of License Fee</td>
<td>Immediately after 30 days fitment period i.e. 31st day of date of handing over or deemed handing over of built-up shop/bare space, whichever is earlier</td>
</tr>
<tr>
<td>Registration of Agreement</td>
<td>The registration of License agreements should be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and the duly registered documents to be submitted to DMRC for records. In the case the registration of the license agreement/amendment, if any, is not within the 30 days of signing of license agreement/amendment, it shall be treated as “Material Breach of Contract”. In case the licensee fails to remedy the breach/default in this regard, DMRC may terminate the license agreement after the expiry of cure period of 30 days duly forfeiting the security deposit and any other amount paid by licensee.</td>
</tr>
</tbody>
</table>

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 website www.delhimetrorail.com. Individual communication shall not be issued to any bidder participants. Only one representative of each interested participant shall be allowed to participate against a Space/Built-up shop on production of any ID Card issued by Government Body.

2.7 Bid Document (non-transferable) can be obtained from the O/o- Sr. Dy. Chief Engineer/PB-2, 3rd Floor, ‘A’ Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi–110001. Cost of Bid Document (Non-refundable) is Rs 1770/- (Rupees
One thousand Seven hundred seventy only) inclusive of 18% GST. Bid Document cost shall be submitted in the form of Demand Draft/ Pay Order drawn on any commercial Scheduled bank(s) in India 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 thus specified built-up shops/bare spaces at DMRC premises before the date of auction and analysis at their own cost, before submitting their respective Bids for award of the License agreement of perspective site. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.

2.9 Bid document can also be downloaded from DMRC’s website www.delhimetrorail.com and may be submitted along with document cost & respective EMD at the time of registration for the bidding process up to the time and date specified in the NIT. Bids submitted or registration done without cost of Bid document EMD 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 for registration of bidding process and they shall not be allowed to bid in the auction process & shall also be rejected out rightly.

2.10 Bids for licensing of commercial space shall be accompanied with Earnest Money Deposit as indicated in Annexure-1 of this document in respect of each shop/space in the form of a Bank Draft/ Demand Draft/P.O. of a Scheduled Commercial Bank drawn in favour of the “DMRC Ltd” payable at New Delhi/Delhi. The EMD/BID SECURITY of successful bidder shall be adjusted against the Interest free security deposit/ performance guarantee. For the other bidders, the EMD/BID SECURITY will be refunded after final round of Bidding Process where a separate DD is submitted for each EMD. However if bidder has only partially exhausted their EMD, the balance amount of EMD would be refunded only after the auction process in due course after adjustment of EMD in respect of successful bid.

2.11 Bidder shall register for the bidding process along with bid document cost EMD for the shops/spaces for which the bids shall be offered with KYC and tender document etc. DMRC does not have any agent/ sub-agent for marketing. Addendum/ Corrigendum, if any, will be placed on DMRC’s website www.delhimetrorail.com only.

2.12 Duly filled up Financial Bid Statement as per Annexure-3 shall be submitted immediately after capture of final bid at the prescribed venue and date of Open Auction.

2.13 In case of any grievances/complaints regarding this tender, please contact:

i. General Manager/ Property Business
   Delhi Metro Rail Corporation Limited
   3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakambha Road,
   New Delhi -110001,
   Email Id: gmpb@dmrc.org,
ii) Chief Vigilance Officer

Delhi Metro Rail Corporation Limited
1st Floor, A -Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,
Email Id: cvodmrc@gmail.com ,
Phone No: 011-23418406
Website: http://www.delhimetrorail.com/vigilance.aspx
CHAPTER-3: TERMS AND CONDITIONS

3.1 The built-up shops indicated in Annexure-1 shall offer on “as is where is basis” and DMRC shall provide
(a) A bare shell structure with plain/ concrete floors and walls, without internal finishes.
(b) Electricity will be as per terms and conditions indicated in Annexure-IV of Draft License Agreement.
(c) Licensee can use the parking facility where available/provided at metro station/s on usual charges for each entry.
(d) 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.

3.2 Bidders who propose to download the bid document from DMRC’s website are required to collect the location plans of commercial space free of cost from O/o Sr. Dy. Chief Engineer/PB 3rd A Wing Metro Bhawan New Delhi. As detailed in Annexure-IX of Draft License Agreement. DMRC does not commit to provide any other specific drawing in specific format to the licensee. However, DMRC shall facilitate only available drawings to the licensee and shall provide essential help in preparation of drawings, if required by the licensee.

3.3 The areas of commercial spaces mentioned in Annexure-1 are tentative and are subject to variation/change in area. Actual area shall be measured at the time of handing over of the Shops/spaces. If there is any variation in area, the License Fee shall be charged on pro-rata/actual area basis as per the rate of quoted license fees in per square meter per month for the respective shop. The licensee shall be bound to take over the commercial space as per the actual area. Moreover, the Successful bidder/licensee shall not be entitled to demand any reduction in area of the shops/spaces.

3.4 The Successful bidder/Licensee may be allowed for augmentation/amalgamation/divisions of licensed shops/spaces with the prior approval of DMRC. In this case, no damage to any load bearing/structural member and any service/utility shall be permitted. Consequent to any alteration/renovation/augmentation/amalgamation of the licensed premise(s), for which prior approval from DMRC has been taken by the licensee, if resulting in any increase/decrease in the handed over area, the variation shall not be considered for any change in the license fee or other payment terms. However, at the time of termination or natural completion of contract, DMRC reserves the right to ask the licensee to restore the licensed premises as per original allotment.

3.5 Permissible Usage of Space: The Commercial Space can be put for any activity except
banned list of usages as given in Annexure-II of Draft License Agreement. The Successful bidder/ Licensee shall not create, permit or allow any offensive odours to occur in or escape from the Licensed Space. Successful bidder/ Licensee shall ensure proper storage of its eatable products in such a way that there is no contamination or decay of consumable products or its raw materials. Cooking by gas bank/ PNG may also be permitted, if feasible only on the elevated station, on case to case basis. If permitted gas bank shall have to be planned by the licensee at ground floor. The Successful bidder/ Licensee may be permitted to change the usage of space during the currency of license subject to prior approval of the DMRC. The Successful bidder/ Licensee shall be responsible for taking prior approval from all the relevant legal and statutory authorities as per the applicable laws for operation of its business.

3.6 The license period of the commercial space shall be for a period of Nine (09) years which shall be commenced from the date of handing over of the built-up shop/bare space or date of notice for taking over of possession or handing over or deemed handing over of the shop/space, whichever is earlier. The license shall further be extendable for a period of 06 (six) years on mutually agreed terms and conditions The Successful bidder/ Licensee shall have option to exit from the License Agreement only after a lock in period of two years from the date of commencement of agreement. The Successful bidder/ Licensee shall have to issue 180 days prior notice to DMRC. Such prior notice intimation can be given after one and half (1 ½) years however option to exit will be available only after 2 (two) years. In this case, Security Deposit/ Performance Security of the Successful bidder/ Licensee shall be refunded after adjusting the dues, if any, to be payable by the Successful bidder/ Licensee.

3.7 The License fee and other charges/taxes shall commence and become payable immediately after fitment period of 30 days from the date of handing over of the site or date of deemed handing over whatever is earlier Commencement of License Agreement and shall be charged until the termination/completion of agreement. The Successful bidder/ Licensee is expected to complete his furnishing/ development work in all respects within this fitment period of 30 days. No relaxation or further extension on any account will be given or considered. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on account of not taking over physical possession of Scheduled/allotted shop/space on date of deemed handing over, if applicable.

3.8 The advance license fee for first half year, shall be 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, License Fee of subsequent half year, along with other dues, shall be payable in advance by the Successful bidder/ Licensee to DMRC on half yearly basis by the last working day of the previous running half year.

3.9 A Half-yearly Other Maintenance Charges Fee of Rs. 300/- per sqm + GST as applicable of actual carpet area licensed would be payable to DMRC along with the advance license fee. This amount would be Rs. 360/- per sqm per half-yearly + GST, of actual carpet area licensed if the site has provision for supply of water.

3.10 The Successful bidder/ Licensee shall deposit Interest Free Security Deposit/ Performance Security to DMRC, equivalent to twelve (12) months License Fee within 30 days of issue
of LOA.

3.11 The License Fee, Other Maintenance Charges (OMC), and the Interest Free Security Deposit/ Performance Security shall be increased & escalated by 20% on completion of every three (3) years of license period, on compounding basis. Water consumption charges to be increased by 5% after completion of every one year of license period on compounding basis.

3.12 The Interest Free Security Deposit (IFSD) up to Rs.10 Lacs shall be accepted only in the form of Bank Draft/PO in favor of DMRC Ltd. payable at New Delhi. However, if the amount of Interest Free Security Deposit/ performance Security exceeds Rs. 10 Lacs, initial Rs. 10 Lacs of IFSD in form of Bank Draft/PO and for remaining amount exceeding Rs. 10 Lacs; minimum 50% shall be paid in form of Bank Draft/PO (upto a maximum of Rs. 50 Lacs of IFSD) & balance amount in form of Bank Guarantee (BG) in favour of DMRC Ltd. Interest Free Security Deposit/Performance Security can be paid & deposited as follows:-

The Bank Draft/PO issued for payment of Interest Free Security Deposit shall be in favor of DMRC payable at New Delhi and issued from a Scheduled Commercial Bank based in India, or/and

Irrevocable Bank Guarantee issued against Interest Free Security Deposit shall be in the prescribed format (Annexure-VIII) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to DMRC, payable at its Branches located in Delhi/ NCR. The Bank Guarantee shall be valid at least for three years. The Bank Guarantee shall be renewed & extended for further period of atleast 3 years well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked & encashed by DMRC without any prior intimation to the licensee. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked & encashed by DMRC without any prior intimation to the licensee.

The scheduled commercial Bank issuing the above bank guarantee must be on the SFMS (structured financial messaging system) platform. A separate advise of the BG shall invariably be sent by the issuing bank to the designated bank of DMRC, through SFMS and only after this the BG shall become operative and acceptable to DMRC. It is therefore in the interest of licensee to request the BG issuing bank to send advise of the BG through SFMS. DMRC’s designated bank at present for advising of bank guarantee through SFMS is detailed as under:

**ICICI BANK Ltd.**

**9A, PHELPS BUILDING**

**CONNAUGHT PLACE, NEW DELHI-110001**

**IFSC CODE: ICIC0000007**

3.13 Interest Free Security Deposit / Performance Security will remain unchanged for a variation of (+/-) 10% from tendered area, as there’s possibility of minor variation in area during handing over. In case of subsequent handing over of additional area to the licensee, Interest
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Free Security Deposit/ performance Security shall be updated if the variation due to additional area is more than 10% of the main tendered area and it shall be deposited within fifteen (15) days of handing over of the additional area.

3.14 In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/ Consortium. However, splitting of the Interest Free Security Deposit/ performance security (while ensuring the Interest Free Security Deposit/ performance security is in the name of JV/ Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.

3.15 The Successful bidder/ Licensee shall indemnify DMRC from any claims that may arise from the statutory authorities in connection with this License Agreement.

3.16 Additional area

a) If Successful bidder/ Licensee applies for any additional area at same level for commercial purpose as permitted by DMRC (except for banned list of usages as given in Annexure-II of Draft License Agreement) even if for utility purpose (such as stand by generators, air-conditioning plants, water storage, antenna etc and other related equipment), the same shall be provided on pro-rata basis of the prevailing/applicable license fee, if found feasible, on sole discretion of DMRC. If such a space is given on the terrace or basement then license fee of 50% of the rate of prevailing license fee shall be taken. It shall be deposited within fifteen (15) days of handing over of the additional area.

b) In case of subsequent handing over of any additional area to the licensee, Interest Free Security Deposit/ performance Security shall be updated if the variation due to additional area is more than 10% of the intial tendered area and it shall be deposited within fifteen (15) days of handing over of the additional area.

c) Escalation of 20% in the rate of license fee OMC and IFSD/Performance Security of additional area shall be in the line of the license agreement for the allotted shop/bare space.

d) No fitment period shall be permitted in case of allotment of any additional area.

3.17 Construction of mezzanine floor by Successful Bidder / Licensee shall be permitted, if feasible adhering to prescribed norms, after due approval from DMRC. Prospective bidders to quote their bid(s) keeping in view the availability of additional floor area in the form of mezzanine floor, subject to feasibility / norms & DMRC approval. No additional license fee shall be charged for creation of this additional floor in the form of mezzanine level. However, for areas/space with lower height, intermediate slabs may be permitted with approval of DMRC for storage of utilities. The same shall not be charged. However, at the time of termination / natural completion of contract DMRC reserves the right to ask the successful bidder to restore the licensed premises as per original allotment.

3.18 Awning: If the licensee installs an awning with a fixed/stretchable length of 3 feet to
shield the premises/commuters from sunlight/rain/adverse weather conditions, the same shall not be charged. This proposal is only applicable to licensed premises having opening outside station building.

3.19 Dry and wet waste should be segregated from vendors who generate such waste. Thereafter, the party has to ensure its disposal accordingly.

3.20 The Successful bidder/ Licensee shall be entitled to sub-license the license shops/spaces during the subsistence of the License period with prior approval of DMRC. However, for any such sub-license the following guiding principles shall be scrupulously observed.

   a) The Successful bidder/ Licensee 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 based on terms and condition of License Agreement executed between DMRC and Successful bidder/ Licensee. 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 bidder/ Licensee shall obtain the prior written approval of DMRC for such a format of standard Sub-License Agreement before its execution with the sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Successful bidder/ Licensee 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.

3.21 Electricity: The rules and guidelines for release of electrical supply for space are mentioned in Annexure-IV of Draft License Agreement. The power supply connection released for shops/spaces 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. Successful Bidder may provide split ACs, if required, at his own cost conforming to detailed specifications attached at Annexure-IV of Draft License Agreement. The licensee shall make provision for the installation of TOD Energy meter as per DERC guideline. Licensee shall pay a refundable electricity consumption deposit of Rs. 4500/- per KVA for sanctioning of electricity load as per requirement.

3.22 For any renovation or alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for planning and design, preparation of additional drawings for existing/ modified spaces & utilities, obtaining all necessary prior permissions/approvals from the concerned bodies/departments, etc. all complete at its own cost. DMRC shall restrain itself only for forwarding the application for obtaining the required permission/approval from the other bodies/departments. The liaising, risk & responsibility & cost, etc. in this regard shall be borne by the Successful bidder/ Licensee.
Bid Document for Licensing of 97 built-up shops/bare space at 38 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

However, DMRC may provide assistance wherever possible without any legal and binding obligations to facilitate the process.

3.23 Parking: Parking facility for vehicles is available at the metro Station as applicable at the prescribed parking rates to be paid by the Successful bidder/ Licensee.

3.24 Surrendering/ withdrawal of the bid by the highest bidder after capturing of its bid during bidding process will lead to forfeiture of its EMD/BID SECURITY which is submitted to DMRC prior to start of open bidding process. Surrendering of license after payment of Interest Free Security Deposit/ Performance Security even without taking possession of Space shall lead to forfeiture of Interest Free Security Deposit/ Performance Security and all other payments made by the Successful bidder/ Licensee. The Successful bidder/ Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, on account of such forfeitures.

3.25 On completion/ termination of License Agreement, the Successful bidder/ Licensee shall handover the shop/space with normal wear & tear within 30 days of such completion/termination. The Successful bidder/ Licensee shall be allowed to remove his movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the structure. However, the Successful bidder/ Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the space.

3.26 A grace period of 30 days will be provided to the licensee for vacating the site after termination/completion of contract. If, the licensee fails to vacate the licensed space/premises within the grace period, penalty of twice the prevalent monthly License Fee shall be charged for occupation for & beyond this 30 days period. After lapse of this 30 days grace period, DMRC shall take over possession of the goods/property treating at NIL value, even if it is under & lock & key; and DMRC shall be free to dispose-of the goods/property in any whatsoever manner as it deems fit. License shall have no claim for compensation or consideration/damages after completion of grace period in this regard. If, licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/Performance Security available with DMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.
CHAPTER-4: INFORMATION & INSTRUCTIONS TO BIDDERS

4.1 The Bidders shall be required to submit required EMD/Bid Security as per annexure-1 for each space/shop for which the bid is to be made.

4.2 The Commercial Space/shops are being offered as per Annexure-1.

4.3 Security: Successful bidder/ Licensee shall arrange its own security for its premises. Successful bidder/ Licensee shall provide additional security arrangement by deploying sufficient security personnel, CCTV, etc. with prior approval of DMRC.

4.4 All communications in relation to the Bidding Documents/ Process and the Bid shall be preferably made in English language.

4.5 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.

4.6 Shop/Space visit and verification of information: Bidders are advised to participate in the auction/bidding process after visiting said premises and ascertaining themselves the conditions, traffic, location, surroundings, climate, availability of parking space, power, water and other utilities, access to station/ space, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant for its business. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard. After submission of Bid, no Bidder shall be permitted to seek any clarification/ document from DMRC.

4.7 It shall be deemed that by offering a Bid in the auction process, the Bidder has:
   a) made a complete and careful examination of the bidding documents & offered shops/spaces;
   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 documents;
   d) satisfied itself about all matters, things and information hereinabove necessary and required for bidding, 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) Agreed to be bound by the undertakings submitted by it under and in terms hereof.

4.8 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 Bidding
Bid Document for Licensing of 97 built-up shops/bare space at 38 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

4.9 At any time prior to the Due Date of Auction, DMRC may, for any reason, modify the Bidding Documents by the issuance of Addenda/ Corrigenda which shall be placed on DMRC’s website www.delhimetrorail.com only. 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 Due Date of Auction.

4.10 Verification and Disqualification: DMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to 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.

4.11 Nothing in the Bid Documents or in any communication issued by DMRC or its advisers/officers/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.

4.12 DMRC has the right to reject Bidders/Applicants 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 shops/spaces, or any other threat to the smooth functioning of the metro rail operations.

4.13 If DMRC reasonably requests, the Bid Applicants shall provide evidence of their continued eligibility in a satisfactory manner acceptable to DMRC. 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.

4.14 If the Bid Document has been downloaded from the website of DMRC, the applicant undertakes 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. In such case, DMRC reserves the right to cancel the agreement, forfeit all amounts paid/deposited by the Successful bidder/Licensee without prejudice to takes necessary legal action. The applicant voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration.

4.15 The Applicants who propose to use downloaded document, must ensure that they have collected the location plans from the office of Sr. Dy. Chief Engineer/PB-2, DMRC i.e. Property Business Cell and attached the same as Annexure-IX of this document. The bidder hereby agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever on account of having to collect the location plans.

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

4.17 DMRC reserves the right to out-rightly reject conditional Bids without assigning any
reason, whatsoever.

4.18 All provisions of the Delhi Metro Operations & Maintenance Act, 2002 and amendments thereto, shall be applicable/enforceable on Licensees. As such Bidders are advised to conduct themselves in an orderly manner.

4.19 After selection of successful Bidder, Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by DMRC to the Successful Bidder(s). The Successful Bidder(s) shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA as acknowledgement and unconditional acceptance of the terms and conditions of the LOA. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, DMRC may, unless it consents to extension of time for submission thereof, cancel the Letter of Acceptance and forfeit the EMD/BID SECURITY of such Bidders.

4.20 The successful bidder shall pay advance License Fee, OMC for first half year + GST and other charges such as electricity consumption deposit (Rs. 4500/- per KVA) etc., along with interest free security deposit/performance security within 30 days from the date of issue of letter of acceptance and thereafter take possession of the licensed premises. Within 7 days of signing of license agreement which shall be executed within 30 days of receipt of full LOA payment. Any request by the successful Bidders for seeking any clarification/approval/document from DMRC shall be considered only after submission of requisite amount as per LOA. In case the bidder fails to pay the requisite demand as per letter of acceptance (LOA) within 30 days from date of issuance of LOA an extended period of further 30 days i.e. up to 60 days from the date of issue of LOA maybe allowed by DMRC to make the LOA payment along with an interest for delayed payment payable to DMRC, only in the form of Demand Draft/PO of scheduled commercial Bank payable at Delhi, for late payment on balance LOA amount shall be applicable as follows:

<table>
<thead>
<tr>
<th>Days from issuance of LOA</th>
<th>Rate of Interest</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 balance LOA amount remaining unpaid beyond 30 days of date of LOA+ GST</td>
</tr>
<tr>
<td>46th to 60th day</td>
<td>@ 4% flat on balance LOA amount remaining unpaid beyond 30 days of date of LOA+ GST</td>
</tr>
</tbody>
</table>

4.21 If the Successful Bidder fails to pay the amounts in accordance with LOA within the extended period of 60 days from the date of issue of LOA, DMRC shall have right to cancel the LOA and forfeit the EMD and any other part payment paid to DMRC. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation, damages or any other consideration whatsoever on this account.

4.22 On receipt of full amount in accordance with Letter of Acceptance, DMRC shall issue a taking over notice to the Successful Bidder to take over the Scheduled licensed shop/space on the specified date within 7 days from the date of signing of license agreement & after
payment of dues in accordance with Letter of Acceptance. If the Successful Bidder fails to take over the Scheduled Space on scheduled date mentioned in the letter of intent for whatsoever reasons, the Scheduled Space shall be deemed handed over on 7th day from the date of receipt of payment as stipulated in Letter of Acceptance or on the intended date of handing over whichever is earlier. If DMRC fails to hand over any part of a Scheduled licensed shop/space within specified period, the Successful Bidder voluntarily and unequivocally agrees not to seek any claim, Compensation on, damages or any other consideration whatsoever on this account.

4.23 Successful Bidder shall sign the License Agreement within 30 days of making full payments as per the LOA. In case the license e delays the execution of the license agreement beyond 30 days, DMRC may terminate and cancel the LOA and forfeit the EMD, IFSD & any other amount paid to DMRC. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty, if any, for executing the license agreement in pursuance of this Bid shall be borne by Licensee.

4.24 REGISTRATION OF LICENSE AGREEMENT: The registration of Licensee agreement should be done within 30 days of signing of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee/lessee) and the duly registered documents are 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 agreement/amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as “material breach of contract”. The Licensee will be given 30 days time to cure the default. In case Licensee fails to remedies the default to the satisfaction of the DMRC within the cure period of 30 days, DMRC may terminate the Licensee agreement after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.

Confidentiality:

4.25 All documents forming part of the bidding process 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 for their Bid. The provisions of this Clause shall also apply mutatis mutandis to all documents submitted by the Bidders, and DMRC shall not return to the Bidders any document or any information provided along therewith.

4.26 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.

4.27 All interested parties wishing to inspect the offered commercial shops/spaces may contact the following person or Station Managers of concerned Metro Station:

The Office of Sr.Dy. Chief Engineer/ PB,
Property Business Cell
3rd Floor, ‘A’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi - 110001

Contact Person: Manager/Property Business Tel. 23417910-12 Ext. 534248
CHAPTER-5: PROCEDURE OF AUCTION

5.1 Before start of auctioning process, the bidders are advised to duly fill up required documents, incorporating all the information required in therein except the financial bid (Please write Space ID, Floor Level as per Annexure-1). The venue may be changed to a new location within the Complex, if DMRC has reason to believe that all participants cannot be accommodated at the said venue. The participant agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration, whatsoever on account of minor change in venue. The Participants also agree voluntarily to be present at least half (½) an hour in advance before the beginning of open auction to take care of such emergencies.

Registration:

5.2 All bidders will be required to get themselves registered for the bidding process as per the schedule specified in the tender document/NIT. The bidder will be required to submit duly signed bid document, bid application form, annexure(s), KYC documents etc along with DD/ Pay Order in favour of DMRC Ltd. & payable at Delhi towards cost of the Bid Document and Earnest Money Deposit for the respective shop for which bids are to be made. One common Bid Document may be submitted for all Schedules shops/spaces in which the participant is interested to bid. However, Cost of Bid Document, EMD/BID SECURITY shall be paid for Each Scheduled shop/space for which the participant is interested to bid.

5.3 The registration will be done at the specified place on scheduled dates and time. No application for registration will be accepted after scheduled time of the expiry of deadline for the registration process. After registration, every bidder shall be given a unique registration number for participation in the auction. Bidders without the required EMD shall not be allowed to participate in auction process. (Please write name and telephone no. on the reverse side of your EMD/BID SECURITY Drafts/PO).

5.4 Bidders are requested to submit their filled Bid Document and EMD/BID SECURITY (s), well in time, on or before the scheduled date & time of the registration process including annexure(s). The Bid Document must be complete in all respects. All pages of this document must be signed as acceptance of terms and conditions mentioned therein and submitted before the end of the stipulated date and time of the registration process along with the following documents:

a) One passport size photograph along with the three specimen signatures attested by Gazetted Officer/ District Magistrate/ Manager of any Nationalized Bank.

b) Identity proof (any photo identity card, such as driving license or voter’s ID cards, Aadhar card/Passport).

c) Proof of residence (Aadhar Card / Driving License card / Electricity Bill/Passport).

d) General Information of Bidder as per Annexure-4, POA as per Annexure-5, MOA as per Annexure-6 and Affidavit as per Annexure-7.
e) Self-attested copy of PAN, TAN and GST registration number.

f) Undertaking for not being banned from doing business as per Annexure 10

**Process of Auction:**

5.5 Only the registered applicant/bidder will be allowed to participate in the bidding process. In case of individual, sole proprietary & partnership form the physical presence of sub-bidders is mandatory in the auction. In the case of consortium, the duly approved POA may bid in the auction.

5.6 A Bidder may participate in auction for any number of Shops/spaces till the Cost of Bid Document and Earnest Money Deposit for the shops/spaces is paid to DMRC at the time of the registration process & it is available with DMRC as per the registration records.

5.7 First Round of Auction shall start after completion of registration process up to the specified time & date as given in the NIT as per the schedule in order of serial numbers mentioned in Annexure-1.

5.8 The auctioneer will announce the Space ID, area of the Space in sqm, the Reserve Price in Rupees per sqm, Earnest Money Deposit, etc.

5.9 The bidder shall be permitted to make its bids in increments of Rs. 20/- only. The bid price shall be made in Rupees per Square meter per month. Bidders shall not be permitted to repeat the same bid. In case of same the bid, the bid made by a party first shall be taken as final.

5.10 In every round of bidding, the highest bid shall be called out thrice, and the final highest bid shall, on the third call, captured by the ring of the bell and shall be taken as the final bid, subject to acceptance by DMRC. Bidders are advised not to wait for the final call, to call out their bids.

5.11 Ring of bell after Third Call of highest Bid doesn’t mean automatic licensing of shop/Space. It only indicates capture of the highest bid by DMRC in the auction for a particular shop/space. Final acceptance of the highest Bid shall be done after the approval of competent authority of DMRC. The bidder unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration in case of non-acceptance of its Bid for whatsoever reason. Any decision taken by DMRC management in this regard shall be final and binding on the bidders.

5.12 Subsequent to capture of the highest Bid, the highest bidder shall immediately submit its financial bid made in Financial Bid Statement as per Annexure-3 to Auctioning Team of DMRC.

5.13 Once the reserve price is announced, countdown of the bidding process will start and if it is found that no Bid is called for any announced commercial space/shop by the third call captured by the ring of the bell, the commercial space shall be treated as “Auction Failed” and the process for auction of next commercial space (if any) shall be started.
5.14 The EMD/BID SECURITY of the highest bidder for any shop/bare space will be retained and it shall be adjusted against its interest free security deposit/ performance security for the respective Schedule, in case of final acceptance of its Bid after approval of competent authority.

5.15 The signed bid document of the highest bidder will be retained in its acceptance of the terms and conditions.

5.16 The unsuccessful bidder whose bid Document, bid documents cost and EMD/BID SECURITY are available with DMRC, shall be free to participate in next round of bidding process (if more than one commercial space is available) or to take back their EMD/BID SECURITY s after final round of the Auction Process is over. Cost of Bid Document submitted to DMRC shall be non-refundable. In case of bidders having partially exhausted EMD, the balance amount after respective adjustment would be refunded in due course of time after auction process.

5.17 On the day of Auction, this process will be repeated for all shops/spaces (if more space is still available for the bidding) in sequence of the Schedules indicated in Annexure-1.

5.18 At the end of auction day, EMD/BID SECURITY amount of unsuccessful bidders shall be refunded. In case of bidders having partially exhausted EMD, the balance amount after respective adjustment would be refunded in due course of time after auction process.

5.19 DMRC shall not entertain any communication from the bidders with respect to the bids w.e.f. the date of Auction to the date of acceptance. Notwithstanding anything contained herein, DMRC reserves the right to call for additional information/ clarification from the Bidders/ Applicants. The Bidders should furnish such requirements within the stipulated time.

5.20 DMRC reserves the right, not to offer clarifications on any issue, if it perceives that the clarification can only be made at a later stage of the selection/auction/bidding process. No extension of any deadline shall be granted on the basis or grounds that DMRC have not responded to any query or question or not provided clarification.

5.21 No offer can be assigned nor can it be withdrawn or varied prior to its acceptance/ refusal by DMRC. There shall be no overwriting or corrections while filling the bidder application form. Any such overwriting may render the offer null and void after approval of competent authority.

5.22 The successful bidder shall execute the license agreement with DMRC for auctioned licensed Commercial Space(s)/shops as per Draft License Agreement attached with the tender document on stamp paper and shall bear the cost of stamp paper required for executing the License Agreement.

5.23 The bidders shall bear all the costs associated with the preparation and submission of the bid document and in no case, shall DMRC be responsible for these costs, regardless of the outcome of the selection process. The successful bidder shall also bear all the costs for preparation of the formal agreement and no compensation or claim on this account shall be entertained.
5.24 DMRC reserves the right to remove or add any shop/bare space listed in Annexure-1 of this bid document, from the bidding process before the start of the auction process. The bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any space from the bidding process.
CHAPTER-6: MISCELLANEOUS

6.1 The Auctioning 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 Auctioning Process. During the auctioning 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.

6.2 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 Auctioning Process and/ or amend and/ or supplement the Auctioning 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.

6.3 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 Auctioning 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.

6.4 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.

6.5 The Bidders, who have down loaded the Bid Document from the DMRC’s website, should ensure that the complete Bid Document has been downloaded. 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. The downloaded Bid Documents should have tamperproof binding. 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.
### Annexure-1: Details of Commercial Shops/spaces

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Metro Stations</th>
<th>Shop No.</th>
<th>Line</th>
<th>Carpet Area in Sqm</th>
<th>Vacant/To be vacated</th>
<th>Initial Reserve Price(Rs/sqm/month)</th>
<th>EMD/Bid Security (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SHAHDARA</td>
<td>SHD_05</td>
<td>1</td>
<td>8.97</td>
<td>Vacant</td>
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<td>₹ 25,000.00</td>
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<tr>
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<td>SHAHDARA</td>
<td>SHD_07</td>
<td>1</td>
<td>20.00</td>
<td>To be vacated</td>
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<td>₹ 44,000.00</td>
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<tr>
<td>3</td>
<td>SHAHDARA</td>
<td>SHD_08</td>
<td>1</td>
<td>20.00</td>
<td>Vacant</td>
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<td>₹ 46,000.00</td>
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<td>4</td>
<td>SHAHDARA</td>
<td>SHD_10</td>
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<td>18.63</td>
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<td>5</td>
<td>SHAHDARA</td>
<td>SHD_13</td>
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<td>To be vacated</td>
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<td>₹ 44,000.00</td>
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<tr>
<td>6</td>
<td>SHAHDARA</td>
<td>SHD_17</td>
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<td>20.00</td>
<td>To be vacated</td>
<td>₹ 1,008.00</td>
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<td>8</td>
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<td>₹ 25,000.00</td>
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<td>9</td>
<td>PRATAP NAGAR</td>
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<td>43.88</td>
<td>To be vacated</td>
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<tr>
<td>10</td>
<td>PRATAP NAGAR</td>
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<td>To be vacated</td>
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<td>11</td>
<td>PRATAP NAGAR</td>
<td>PRA_09A</td>
<td>1</td>
<td>14.00</td>
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<td>₹ 909.00</td>
<td>₹ 28,000.00</td>
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Bid Document for Licensing of 97 built-up shops/bare space at 38 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

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<tr>
<th>S.No.</th>
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Bid Document for Licensing of 97 built-up shops/bare space at 38 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

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<th>No.</th>
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<th>Code</th>
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<th>Area (sq ft)</th>
<th>License Fee (₹)</th>
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Bid Document for Licensing of 97 built-up shops/bare space at 38 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

<table>
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<tr>
<th>No.</th>
<th>Location</th>
<th>Code</th>
<th>Area</th>
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**Note-1:** Total number of Built-up Shops at 38 Metro Stations for bid is 85 (eighty five), shall offer these for licensing by open auction.

**Note-2:** Areas indicated above are approximate. Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area will be measured and variation of area may occur. However the payment of license fees will be adjusted on pro rata basis as per the actual area allotted. Interest free security deposit will not be readjusted if the variation in area handed over is up to (+/-) 10% else security deposit will be readjusted according to area, handed over.

**Note-3:** All built-up shops 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 built-up shops can be utilized for all commercial activities except for banned list as per Annexure-10. In addition, no cooking is permitted for shops in underground stations. Only electrical/ induction cooking of semi-cooked food can be permitted in underground stations.

**Note-5:** Bidders who propose to download and use this Bid document are required to collect the location plans for the above station shops from the office of the Sr. Dy. CE/PB-2, DMRC Ltd, 3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110 001, from 1500 hrs to 1700 hrs on all working days, free of cost. The plans are
to be duly signed and submitted along with the Bid as its integral part.

**Note-6:** Interest free Security deposit/ Performance Guarantee amount is equal to 12 months/ one year’s license fees.

**Note-7:** Parking- The parking facilities provided as part of the station parking may be used and all charges, fees and rules shall apply as applicable to the general public and the commuters.
Annexure-2: Bid Application Form
(On Official letterhead of the Bidder)

No:  
Dated:  

To

General Manager/Property Business,
3rd Floor, ‘A’ Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi-110001

Sub: Auction for Licensing of 85 built-up shops/bare space at 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

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 85 commercial Space on License Fee basis at 38 Metro Station on Line – 1, 2, 3, 5, & 6. 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 practice, as stipulated in the Bid document, in respect of any Bid 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
(c) 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 declaration as the Successful Bidder, I/we agree to enter into a License Agreement in accordance with Draft License Agreement duly corrected as per addenda /corrigenda, if any. We agree not to seek any changes in the aforesaid Draft License Agreement and agree to abide by the same.

8. I/ We have studied all the Bid Document carefully and also surveyed the Commercial Shops/spaces. 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 Earnest Money Deposit 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 Commercial Shops/spaces.

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:
Annexure-3: Financial Bid Statement

I/We hereby offer to take up on license basis the commercial space at _________ metro station having Space ID No. ___________ (as indicated in Annexure-I) of approximately __________ sqm area, as demarcated in the site plan/s attached with this bid document as Annexure-IX, and to operate as a ________________ (usages other than the usages banned list mentioned in Annexure-II) retail outlet thereon as per terms of this bidding.

(a) I/We shall pay to DMRC a License fee of Rs. ________________ (in figures) (Rupees____________________) (in words) per sqm per month along with applicable GST which is presently @18% for the specified Space payable at half yearly basis for operating at the Licensed Premises for a period of only nine years from the date of possession or date mentioned in letter or notice for taking over possession as and when the same is communicated by DMRC to do so.

(b) I/ we shall be pay water consumption charges for basic requirements @ Rs. 1,200/- per month for shops of carpet area up to 100 sqm and Rs. 2,000/- per month for shops having carpet area above 100 sqm along with GST (if applicable at any instance of time).

(c) The recurring payments in item (a) and interest free security deposit/ Performance Security shall be escalated by 20% annually after completion of every three year of license period, on compounding basis and item (b) shall be escalated at the rate of 5% after every one year on compounding basis.

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

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

(f) All statutory taxes, local levies, statutory dues, etc. except property tax, 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 advance license fee for first half year including all other charges and take possession of the Licensed Space, 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 advance license fee for first year).

I/We agree to start of license period from the date of possession or date mentioned in letter or notice for taking over possession of licensed Space, 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 immediately after expiry of fitment period of 30 days from the date of handing over the licensed space.

I/We confirm that I/We have read and understood the rules and regulations regarding the auctioning process for licensing of the space, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the license as per the terms and conditions contained herein in this bid documents. The final License fee will be worked out on the basis of actual area handed over as per actual measurement. The adjustment, if any, in payment will be made in subsequent half yearly license.
fee, on pro rata basis. The area shall be worked out by measuring the internal dimension of the licensed space.

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, damages 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 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):_____________________________

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Annexure-4: 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: 
   (e) Details of KYC documents submitted:

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: 
   (f) Details of KYC documents submitted:

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Member</th>
<th>Percentage Stake in JV/Consortium</th>
<th>Role*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>3</td>
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</tr>
</tbody>
</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:
Annexure-5: 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

__________________________________________________________

Accepted

_________________________________________ (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 38 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 minimum Rs.100/- or higher as applicable duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.
Bid Document for Licensing of 97 built-up shops/bare space at 38 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

Annexure-6: Consortium Agreement/ Memorandum of Agreement

(Duly stamped on non-judicial stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this _____
day of __________, 201_.

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 ______________________ 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 ______________________ 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 “Licensing of 85 built-up shops/bare space at 38 stations of Delhi Metro Network on
Line – 1, 2, 3, 5 & 6 through Open Auction” 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 them.

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 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 85 built-up shops/bare space at 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction” 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” 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 85 built-up shops/bare space at 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction”.

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 shareholding of the members of the Consortium for this specified purpose shall be as follows:

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

   (ii) The Participant Member shall have ____ (___ %) of shareholding 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.
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.
Annexure-7: Affidavit

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 100)

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 85 built-
up shops/bare space at 35 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 and
Metro Enclave (Pushp Vihar) through Open Auction [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 tendering 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 ……………….., 2014.

DEPONENT
Annexure-8: 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 of 85 built-up shops/bare space at 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction:-

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 Commercial Shops/spaces at New Delhi 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 2 (two) years lock in period of license agreement.

4. We also confirm that our consortium was made on Dt.____________, for seeking Licensing of 85 built-up shops/bare space at 38 stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction 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.
Annexure-9: DMRC’s Survey Report

OBJECTIVES
- Promote a quality approach to public transport operations and focus interest on customer’s needs and their expectations.
- Obtain feedback from commuters on various aspects of operations, their expectations, improvements required in various fields to make our service even better.
- Raising Awareness Among Customers Regarding :
  > Use of Customer Service Counter.
  > New initiatives like air exchange facility of CSOs.
  > Rules for commuters.
  > Measures for security of women.
  > Cleanliness & deployment of WACs standard manpower for housekeeping.
  > Reservation seat for women commuters.
  > Using unauthorized means of journey - without valid ticket, return journey.
  > Conservation of energy.

RESULTS

PARTICIPATION OF COMMUTERS IN SURVEY:

PREFERENCE TO BUY FROM KIOSKS/SHOPS

• EATABLES:
Annexure-10

UNDERTAKING FOR NOT BEING BANNED FROM BUSINESS
(As per clause No. 2.1 (d) of Tender Document)

We do hereby undertake & confirm that DMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.

Also any work executed by us either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by DMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non-performance either on our own or as a member of JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

______________________________

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorised signatory of tenderer.
CHAPTER-7 FRAUD AND CORRUPT PRACTICES

7.1 Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of LOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, DMRC may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DMRC shall be entitled to forfeit & appropriate Bid Security, Interest Free Security Deposit / Performance Security and advance License Fee received as the case may be, as Damages, without prejudice to any other right or remedy available to DMRC under Bidding Documents and/ or License Agreement, or otherwise.

7.2 Without prejudice to the rights of DMRC under Clause 9.1 hereinabove and the rights and remedies which DMRC may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by DMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by DMRC during a period of 2 (two) years from the date such Bidder is found by DMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence actions of any person connected with Bidding Process.

(b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DMRC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7.4 DMRC reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by DMRC, the
Bid Document for Licensing of 97 built-up shops/bare space at 38 metro stations of Delhi Metro Network on Line – 1, 2, 3, 5 & 6 through Open Auction

supplemental information sought by DMRC for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

7.5 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by DMRC, that one or more of the Eligibility criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DMRC to the Selected Bidder or the Licensee, as the case may be, without DMRC being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, DMRC shall be entitled to forfeit and appropriate the Bid Security and Interest Free Security Deposit / Performance Security and advance License fee received if any, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DMRC under the Bidding Documents and/ or the License Agreement, or otherwise.