

DELHI METRO RAIL CORPORATION LIMITED



Bid Document or Licensing of 93 Built-up Shop/bare space at various Metro Stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6, 7, 8 and airport Express Line through Open Auction

Tender No.-PB/01

January-2023

**Metro Bhawan
Fire Brigade Lane, Barakhamba Road
New Delhi-11 00 01, India**

Bid document for Licensing of 93 Built-up Shop/bare space at various Metro stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line 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/- (One thousand seven hundred seventy rupees only) irrespective of the number of shop/bare spaces, inclusive of 18% GST, which is non refundable.

DISCLAIMER

- I. This Bid Document for “Licensing of 93 built-up shop/bare space at various metro stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express Line(AEL)through Open Auction” contains brief information of the available built-up shop/bare spaces/bare space, 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 shop/bare space at various metro stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 and Airport Express line(AEL). 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 DMRC immediately at the time of or before the 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 shop/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 rights and obligations of the successful Bidder shall be as set out in a separate agreement to be executed between DMRC and the successful Bidder broadly in the format set out herein.
- VII. DMRC reserves the right to accept or reject any or all Bids without giving any reasons thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this Bid Document.

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CHAPTER-1: INTRODUCTION

- 1.1 Delhi Metro Rail Corporation Ltd(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,Phase II and Phase-III of the MRTS project for Delhi And NCR. The network of DMRC has now crossed the boundaries of Delhi and extended up to Noida, Ghaziabad in U.P. and Bahadurgarh, Faridabad & Gurugram in Haryana, Delhi Metro is carrying about 62 lakhs passenger journeys 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 facilitates DMRC commuters by providing one stop solution for their consumer needs. Through this Bid, DMRC intends to select Licensee(s) to take up on 'License basis' the offered 93 built-up shop/bare spaces situated at various metro stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line(AEL) offered through this Open Auction as mentioned in Annexure-1.
- 1.3 The specified built-up shop/bare spaces have captive commuter base and present a unique business opportunity for the retail players. Delhi Metro is having daily average ridership of around 62 lakhs passenger journeys 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 these areas. Apart from operating facilities for commuters, the selected 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 a captive commuter base and shall present a unique business opportunity for the retail players.
- 2.2 DMRC invites Bids through open auction from suitable participants who may be a reputed retailer/ manufacturer/ individual, sole proprietorship firm, a partnership firm, a registered cooperative society or 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 having its registered office in India, for selection of Licensee(s) to grant Licensing rights of built-up shop/bare spaces of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line(AEL) as detailed in annexure 1 on “*as is where is basis*” for commercial utilization except for banned list of usages as detailed in Annexure-IIA & B of draft license agreement..
- 2.3 The conditions for Joint Venture (JV)/Consortium area are as under:
- i. 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.
 - ii. 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 termination notice.
 - iii. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - iv. All members of such entity shall be jointly and severally liable for the performance of License agreement.
- 2.4 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 have liberty to and have full rights to cancel the allotment of built-up shop/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.

- 2.5 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:

Cost of Bid document(Non Refundable)	Rs. 1770/- (including 18% GST) per bidder(single entity) irrespective of the number of shop/bare spaces
Earnest Money Deposit	As per Annexure - 1 for respective shop/bare spaces for which bids are made
Sale of Application Form	From 25.01.2024 to 14.02.2024 (up to 17:00 hrs) on DMRC website www.delhimetrorail.com or from the office of GM/PB For further information on this regard bidders are advised to contact on 23417910-12 (Ext: 534250,534778). The tender cost of Rs 1770/- should reach/submitted in the office of GM/PB by 17:00 hrs on 14.02.2024.
Site Visit	Prospective bidders are requested to attend the joint site visit of built up(As per Annexure-12 of Bid document)
Last date of receiving queries	Up to 17:00 hours on 02.02.2024
Pre-Bid Conference	02.02.2024 at 15:00 hrs. in Conference hall, Ground C Wing Floor, Metro Bhawan, Barakhamba Road, New Delhi- 110001
DMRC's response to queries by	17:30 hrs on 06.02.2024.
Time & last date of Registration for Bidding Process along with DD/PO for tender cost, EMD/Bid Security, KYC documents B.A.F(Bid Application form), with Annexure & Tender documents etc duly signed by bidder	Up to 17:00 hours on 14.02.2024
Date, time & venue of auction for Bidding Process	20.02.2024-10:00 hrs for schedule No 1, 21.02.2024 at 10:00 hrs for schedule No 2 and 22.02.2024 at 10:00 hrs for schedule No 3. 26.02.2024-10:00 hrs for all shop/bare spaces whose differential EMD shall not submitted by highest Bidder Venue: Conference hall,7 th floor-A wing, Metro Bhawan, Barakhamba Road, New Delhi.
Validity of Bids	180 days from bid submission date

- 2.6 Schedule of Various Stages: The Successful Bidder shall follow the following time lines:

Stage of Activity	Time Period
Payment of Interest Free Security Deposit to DMRC by Successful Bidder.	Within 30 days of date of issue of Letter of Acceptance(LOA)
Payment of Advance Half yearly License Fee OMC,etcto DMRC by Successful Bidder..	Within 30 days of date of issue of Letter of Acceptance (LOA)
Signing of License Agreement	Within 30 days of receipt of full LOA payment
Vacant space to be handed over to Successful Bidder	Within 7 days of signing of the license agreement
Commencement of License Fee	Immediately after completion of fitment period or start of commercial activities, whichever is earlier
Registration of Agreement	The registration of the respective License agreements shall 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 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 within the cure period of 30 days, 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.

- 2.7 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/participant. Only one representative of each interested participant shall be allowed to participate against a Built-up shop/bare space/spaces on production of any ID Card issued by Government Body.
- 2.8 Bid Document (non-transferable) can be obtained from the O/o- Dy. GM/PB-II, 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 Scheduled commercial bank(s) in India in favour of “**Delhi Metro Rail Corporation Ltd**” payable at “**New Delhi**”.
- 2.9 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 the specified built-up shop/bare spaces at DMRC premises before the date of auction and make their own analysis at their own cost, before submitting their respective Bids for award of the License of a perspective site. DMRC shall provide necessary permission and assistance to the prospective Bidders in this regard.
- 2.10 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 or/and respective EMD by the bidders who have downloaded the Bid document from DMRC's website, shall be out rightly rejected and they shall not be allowed to bid in the auction process. Late/ delayed registration received after the stipulated date and time for registration of bidding process shall also be rejected out rightly.

2.11 Registration/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/bare space for which bidder/applicant is going to bid in the form of a Bank Draft/ Demand Draft/P.O. issued by Scheduled Commercial Bank drawn in favour of the "DMRC Ltd" and payable at New Delhi/Delhi. The EMD/BID SECURITY of successful bidder shall be adjusted against the Interest free security deposit/ performance guarantee. At the end of Auction day, in case there is separate D.D/PO for each EMD, the unsuccessful bidders EMD will be returned to same day. However for bidders having partially exhaustion of EMD, the balance amount after respective adjustments would be return in due course after the auction process.

2.12 Bidder shall register for the bidding process along with bid document cost & respective EMD 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.

2.13 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.

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

General Manager/ Property Business
Delhi Metro Rail Corporation Limited
3rd Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
New Delhi -110001,

Email Id: gmpb@dmrc.org,

Phone No: 011-23418417

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>

2.15 "Condition of contract on Safety and Health for Property Business contracts" uploaded in separate volume shall be integral part of the tender document.

CHAPTER-3: TERMS AND CONDITIONS

- 3.1 The built-up shop/ Bare spaces indicated in Annexure-1 shall be offered on “as is where is basis” and DMRC shall provide
- (a) The built up shop/bare spaces in the form of 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 Dy. GM /PB-II 3rd A Wing Metro Bhawan New Delhi. 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/shop/bare 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 built- up Shop/bare space. 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 built up shop/bare space. The licensee shall be bound to take over the commercial space as per the actual allotted area. Moreover, the Successful bidder/ licensee shall not be entitled to demand any reduction in area of the shop/bare spaces/spaces.
- 3.4 The Successful bidder/ Licensee may be allowed for alteration/renovation, partitioning of the licensed built-up shop/bare spaces with the prior written approval of DMRC. In such case, no damage to any load bearing walls, columns or structural member or any service/ utility shall be permitted. Consequent to any alteration/renovation/partitioning of the licensed premise(s), for which prior approval in writing 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-IIA and IIB 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 stations, 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.

3.18 The Successful bidder/ Licensee shall be entitled to sub-license the licensed shop/bare spaces/spaces during the subsistence of the License period with prior written 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 they shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and conditions 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 subsequent 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 any 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.

3.19 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 shop/bare spaces/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 smart Energy meter as per DERC guidelines. The Licensee shall pay a refundable electricity consumption deposit of Rs. 4500/- per KVA for sanctioning of electricity load as per requirement in the form of bank guarantee/e-pay/DD mode and no interest shall be paid by DMRC on this deposit. A non refundable one time electrical supervision charges of Rs 10,000/-(rupees Ten Thousand only) per energy meter +GST as applicable would also be paid to DMRC.

3.20 For any renovation and/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 liasoning, risk, responsibility & cost, etc. in this regard shall be borne by the Successful bidder/ Licensee. However, DMRC may provide assistance wherever possible without any legal and/or binding obligation to facilitate the process.

- 3.21 Parking: If available parking facility may be used by the successful bidder. 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.
- 3.22 Surrendering/ withdrawal of the bid by the highest bidder after capturing of its bid during bidding process will lead to debarred from participating in the re-tender of open auction. 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.
- 3.23 On completion/ termination of the License Agreement, the Successful bidder/ Licensee shall handover the shop/bare space to DMRC 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.

CHAPTER-4: INFORMATION & INSTRUCTIONS TO BIDDERS

- 4.1 The Bidders shall be required to submit the required/specified EMD/Bid Security as per annexure-1 for each shop/bare space for which the bid is to be made
- 4.2 The built up shop/bare spaces are being offered as per Annexure-1.
- 4.3 The process of auction will be conducted in three schedules with almost similar distribution of shop/bare spaces each day. In the first schedule, only those shop/bare spaces will be auctioned whose EMD amount is equal to or more than Rs. 90001/-. In the second schedule, only those shop/bare spaces will be auctioned whose EMD is greater than or equal to Rs 35001/- and less than or equal to Rs. 90000/-. In the third schedule, only those shop/bare spaces will be auctioned whose EMD amount is less than or equal to 35000/-.
- 4.4 If any bidder bids more than the reserve price, he has to deposit differential EMD amount by next day. However, if the bidder fails to deposit the differential EMD amount, the said built-up shop/bare space will be re-auctioned after a of one day of last scheduled auction day(working day) and also necessary action will be initiated as per tender document treating it as non payment of License Fee/Dues as mentioned in tender Document.
- 4.5 The bidders of the 1st day of auction having unutilized/balance left over EMD from the 1st day of auction will also be eligible to bid on the second day/third day of the auction for the remaining shop/bare spaces under Schedule-2 and Schedule-3 to the extent the EMD is available.
- Similarly the bidders of the 2nd day of auction having unutilized/balance left over EMD from the 2nd day of auction will also be eligible to bid on the third day of the auction for the remaining shop/bare spaces under Schedule-3 to the extent the EMD is available
- 4.6 The registration process for the auction will close in at least 3 working days prior to day of Schedule-I auction.
- 4.7 The EMD & tender cost shall be recovered in the form of DD/PO in favour of DMRC Ltd payable at Delhi & issued by a Scheduled Commercial Bank and shall be deposited with DMRC Ltd. before the close of registration process. At the end of Auction day, in case there is separate D.D/PO for each EMD, the unsuccessful bidders EMD will be returned to same day. However for bidders having partially exhaustion of EMD, the balance amount after respective adjustments would be return in due course after the auction process.
- 4.8 A Onetime Tender cost of Rs. 1,770/-(including GST) and one complete bid document including Draft License Agreement (along with applicable documents/annexures) is required to be submitted by an applicant/bidder irrespective of the number of shop/bare spaces the applicant is interested to bid i.e. in case of bid for more than one shop/bare space, however, EMD/BID SECURITY shall be paid for each Shop/bare space/Site for which the participant is interested to bid,as specified in Annexure-1.
- 4.9 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.
- 4.10 All communications in relation to the Bidding Documents/ Process and the Bid shall be preferably made in English language.
- 4.11 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.

- 4.12 Shop/bare space visit and verification of information: Bidders are advised to participate in the auction/bidding process after visiting the 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 & necessary 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.
- 4.13 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 & the offered shop/bare spaces/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.
- 4.14 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 Process, including any error or mistake therein or in any information or data given by DMRC.
- 4.15 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.comonly. 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.
- 4.16 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.
- 4.17 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.
- 4.18 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 shop/bare spaces/spaces, or any other threat to

the smooth functioning of the metro rail operations.

- 4.19 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 fulfil the requirements of the project or of the eligibility criteria at this stage.
- 4.20 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.
- 4.21 The Applicants who propose to use downloaded document, must ensure that they have collected the location plans from the office DGM/PB-II, DMRC i.e. Property Business Cell. 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.
- 4.22 The bidder shall keep his bid valid for 180 days from the date of submission.
- 4.23 DMRC reserves the right to out-rightly reject conditional Bids without assigning any reason, whatsoever.
- 4.24 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.
- 4.25 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 a token of 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 and withdraw the Letter of Acceptance and take action as per terms and conditions of BID document.
- 4.26 The successful bidder shall pay the advance License Fee and OMC for first half year + GST as applicable 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(excluding the date of issue of LOA) and only 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 of/by the successful Bidders for seeking any clarification/ approval etc. from DMRC shall be considered only after submission of requisite amount of payment as per the LOA. In case, the bidder fails to submit the LOA payment including Interest Free Security Deposit/Performance Security within thirty (30) days from date of issuance of LOA, an extended period of further thirty (30) days, i.e. upto sixty (60) days from date of issue of LOA may be allowed by DMRC to make LOA payments along with penal interest for delayed payment of LOA amount which shall be payable to DMRC as follows:

4.27

Days from issuance of LOA	Rate of Penal Interest
Up to 30 days	NIL
31st to 45th day	@ 18% per annum on balance LOA amount remaining unpaid +GST
46th to 60th day	@ 24% per annum on balance LOA amount remaining unpaid +GST

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA. The amount of penal interest shall be submitted in the form of RTGS/NEFT/DD/PO only, in favour of DMRC Ltd. & payable at New Delhi. If the licensee fails to submit the required LOA payment including Security Deposit amount/any other amount required as per terms and conditions of LOA, within sixty (60) days of issue of LOA, the LOA may be cancelled and any amount submitted may be forfeited by DMRC and action shall be taken as per terms and conditions of bid document.

After sixty (60) days from date of issue of LOA, if bidder fails to comply with the terms conditions of the LOA & make due payments there under, the LOA may stand cancelled and any amount submitted may be forfeited by DMRC and the tenderer shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of DMRC for a period as specified in draft license agreement. No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

4.28 If the Successful Bidder fails to pay the amount/dues in accordance with LOA within the extended period of maximum 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.

4.29 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/bare 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 Shop/bare space on scheduled date mentioned in the letter of intent for whatsoever reasons, the Scheduled shop/bare space shall be deemed handed over on the 7th day from the date of signing of the license agreement 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/bare 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.

4.30 Successful Bidder shall sign the License Agreement within 30 days of making full payments as per the LOA. In case the licensee does not sign or delays the execution of the license agreement beyond 30 days, DMRC may terminate the contract and cancel the LOA and forfeit the 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.

- 4.31 **Confidentiality:** 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.
- 4.32 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.
- 4.33 All interested parties wishing to inspect the offered built up shop/bare space may contact the following person or Station Managers of concerned Metro Station:

**The Office of DGM/ PB-II,
Property Business Cell
3rd Floor, 'A' Wing, Metro Bhawan,
Fire Bridge Lane, Barakhamba Road,
New Delhi - 110001**

Contact Number Tel. 23417910-12 Ext. 534772,534250 and 534788

CHAPTER-5: PROCEDURE OF AUCTION

- 5.1 The process of auction will be conducted in three schedules with almost similar distribution of shop/bare spaces each day. In the first schedule, only those shop/bare spaces will be auctioned whose EMD amount is equal to or more than Rs. 90001/-. In the second schedule, only those shop/bare spaces will be auctioned whose EMD is greater than or equal to Rs 35001/- and less than or equal to Rs. 90000/-. In the third schedule, only those shop/bare spaces will be auctioned whose EMD amount is less than or equals to 35000/-.
- 5.2 Before start of auctioning process, the bidders are advised to fill 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:

- 5.3 All bidders will be required to get themselves registered(atleast 3 working days prior to the day of Schedule-1 auction) 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. Issued by a scheduled commercial bank & payable at Delhi towards cost of the Bid Document and Earnest Money Deposit for the respective shop/bare space for which bids are to be made. One common Bid Document and cost of bid document may be submitted for all Schedules shop/bare spaces in which the participant is interested to bid. However, EMD/BID SECURITY shall be paid for Each Scheduled shop/bare space for which the participant is interested to bid,as specified in Annexure-1
- 5.4 The registration will be done at the specified place on scheduled dates and time. No application for registration will be accepted after scheduled date & 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*).
- 5.5 Bidders are requested to submit their filled Bid Document and EMD/BID SECURITY (s),along with tender cost well in time, on or before the scheduled date & time of the registration process. The Bid Document must be complete in all respects including annexures. 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/voter ID).
- d) General Information of Bidder as per Annexure-4,
- e) POA as per Annexure-5
- f) Consortium Agreement/MOA as per Annexure-6,
- g) Affidavit as per Annexure-7
- h) Undertaking for responsibility as per annexure 8.
- i) Self-attested copy of PAN, TAN and GST registration number.
- j) Undertaking for not being banned from doing business as per Annexure 10.
- k) Undertaking for responsibility as per annexure 11, applicable for all bidders.
- l) Undertaking for dues in other contracts as per annexure-13(A)
- m) Undertaking for contract/s with DMRC as per annexure-13(B)
- n) Undertaking for DOWNLOADED TENDER DOCUMENT as per annexure-14

Process of Auction:

- 5.6 Only the registered applicant/bidder will be allowed to participate in the bidding process. In case of individual, sole proprietorship firm, partnership firm the physical presence of such-bidders is mandatory in the auction. In the case of company/consortium and registered coop. Society the duly appointed POA may bid in the auction, in case of such bidders.
- 5.7 A Bidder may participate in the auction process for any number of Shop/bare spaces.
- 5.8 First Round of Auction shall start after the completion of registration process up to the specified time & date as given in the NIT as per the given schedule in order of serial numbers mentioned in schedule 1 of Annexure-1, second round for shop/bare spaces listed in schedule 2 of Annexure-1 on the 2nd day of auction. and third round for shop/bare spaces listed in schedule 3 of Annexure-1 on the 3rd day of auction
- 5.9 The auctioneer will announce the Space ID, area of the Space in sqm, the Reserve Price in Rupees per sqm, Earnest Money Deposit, etc.
- 5.10 The bidder shall be permitted to make its bids in increments of Rs. 20/- (Rupees Twenty) 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/equal the bid, the bid made by the party first shall be taken as final.
- 5.11 In every round of bidding, the highest bid shall be called out thrice, and the final highest bid shall, on the third call, be 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.
- 5.12 Ring of bell after Third Call of/for the highest Bid doesn't mean automatic licensing of shop/bare space. It only indicates capture of the highest bid by DMRC in the auction for a particular shop/bare space/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 any reason whatsoever. Any decision taken by DMRC management in this regard shall be final and binding on the bidders.

- 5.13 Subsequent to capture of the highest Bid, the highest bidder shall immediately submit its financial bid made in the Financial Bid Statement as per Annexure-3 to the Auctioning Team of DMRC.
- 5.14 Once the reserve price is announced, countdown of the bidding process will start and if it is found that no Bid is called out for any announced commercial space/shop/bare space 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.
- 5.15 The EMD/BID SECURITY of the highest successful bidder for any built up shop/bare space will be retained and it shall be adjusted against its interest free security deposit/ performance security for the respective shop/bare space, in case of final acceptance of its Bid after approval of competent authority.
- 5.16 All disputes between the bidders and DMRC during auction process shall be considered on the same day of auction only.
- 5.17 The signed bid document of the highest bidder will be retained in its acceptance of the terms and conditions.
- 5.18 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.
- 5.19 At the end of Auction day, in case there is separate D.D/PO for each EMD, the unsuccessful bidders EMD will be returned to same day. However for bidders having partial exhaustion of EMD, the balance amount after respective adjustments would be returned in due course after the auction process.
- 5.20 On the day of Auction, this process will be repeated for all shop/bare spaces (if any shop/bare space is still available for the bidding) in sequence of the Schedules indicated in Annexure-1 i.e. Schedule 1, 2 and 3 to be conducted on day 1st, 2nd and 3rd of the auction process.
- 5.21 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.
- 5.22 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.
- 5.23 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.

- 5.24 The successful bidder shall execute the license agreement with DMRC for auctioned licensed Commercial shop/bare spaces 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.
- 5.25 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.
- 5.26 DMRC reserves the right to remove or add any built up 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

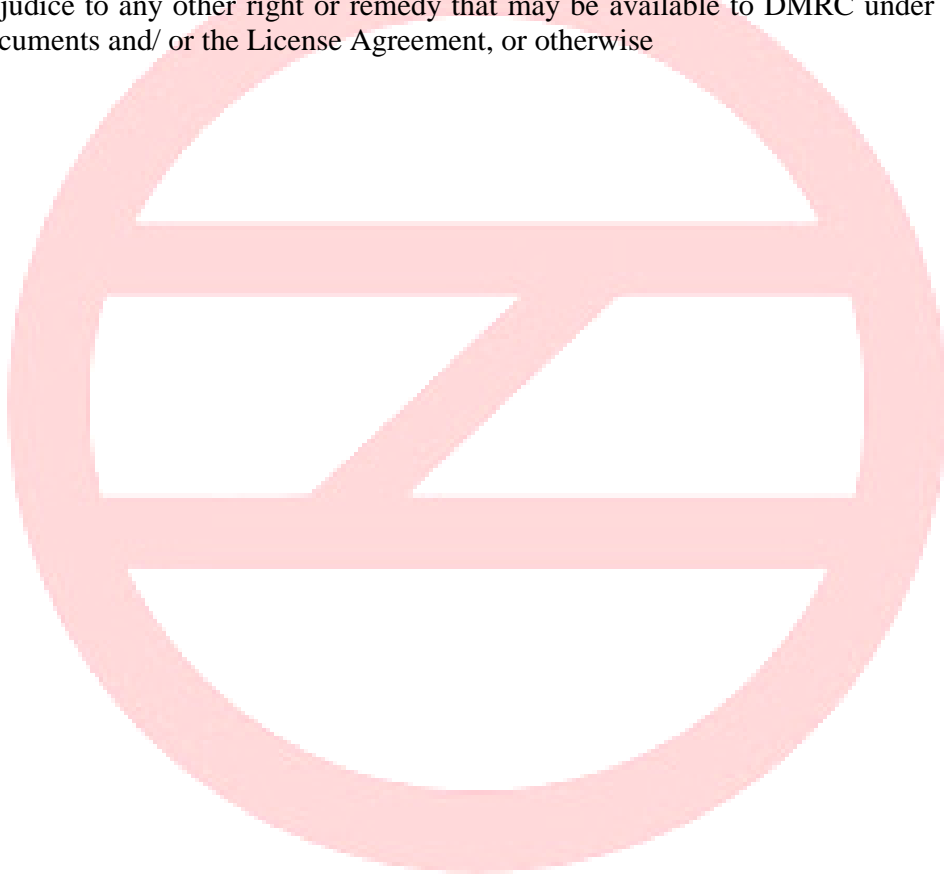
- 6.1 The Auctioning Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Auctioning Process. During the auctioning process no dispute 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 downloaded 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.

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 initiate the action as per terms and conditions of RFP and NIT, 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 may initiate the action as per terms and conditions of RFP and NIT and DMRC shall be entitled to forfeit 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 7.1 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 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 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, the same shall, 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 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



Annexure-1

Details of Commercial Shop/bare spaces for day 1st of auction(Schedule-1)

S/No	Line	Station	Shop No	Approx Area (in Sqm)	Reserve price (Rs/Sqm/month)	EMD Amount(In Rs)
1	1	Pitampura	PTP_1C	23.23	2378.00	120000.00
2	1	Rohini East	RHE_1G	104.01	1384.00	200000.00
3	2	Sikanderpur	SKRP_C_4	10.23	5040.00	112000.00
4	2	Chhattarpur	CHTP_C_1	17.89	3480.00	135000.00
5	2	Green Park*	GNPK_01_BS	110.00	767.00	183000.00
6	2	M G Road	MGRO_C_1	41.45	2080.00	187000.00
7	2	MG Road	MGRO_C_4	5.76	15750.00	196000.00
8	2	Kashmere Gate	KG_MC_03	63.23	1742.00	200000.00
9	2	M. G. Road	MGRO_C_2	77.22	2340.00	200000.00
10	2	Iffco Chowk	IFOC_C_2	78.38	2358.00	200000.00
11	2	Samaypur Badli*	SPBI_B_1	216.00	740.00	200000.00
12	2	Kashmere Gate	KG_MC_02	71.75	5413.00	420000.00
13	3	Ramesh Nagar	U22_DGN	47.80	934.00	97000.00
14	3	Jhandewalan	JW_2C	8.80	5175.00	99000.00
15	3	Uttam NagarWest	U22_AGS	16.66	2920.00	106000.00
16	3	RK Ashram	U22_BCN	15.99	3480.00	121000.00
17	3	R K Ashram	U22_AGN	35.84	1556.00	121000.00
18	3	RK Ashram	U22_EGS	16.69	3624.00	131000.00
19	3	Karol Bagh	KB_G3	30.13	4644.00	152000.00
20	3	Rajouri Garden	U22_CGN	36.08	2009.00	157000.00
21	3	Dwarka	DW_2G	35.76	2100.00	163000.00
22	3	Kirti Nagar	5G	60.81	3111.00	205000.00
23	6	ITO	ITO_CP2	143.36	590.00	183000.00
24	6	ITO	ITO_CP1	242.00	443.00	200000.00
25	8	Chirag Delhi*	CDLI_BC_1	162.82	350.00	124000.00
26	8	Kalindi Kunj*	KIKG_BG_1	138.40	550.00	165000.00
27	AEL	New Delhi*	NDRU_G_I	32.40	1750.00	123000.00
28	AEL	New Delhi*	NDRU_G_II	70.00	1750.00	200000.00
29	AEL	New Delhi	5	21.00	5300.00	200000.00
30	AEL	New Delhi	RG- 456	132.11	5258.00	751000.00
31	AEL	New Delhi	Shop NO- 1,2,3	146.10	5323.00	840000.00

***Bare spaces**

Details of Commercial Shop/bare spaces for day 2nd of auction (Schedule-2)

S/No	Line	Station	Shop No	Approx Area (in Sqm)	Reserve price (Rs/Sqm/ month)	EMD Amount(In Rs)
1	1	Rohini East	RHE_1C	24.40	1590.00	84000.00
2	2	Lok kalyan Marg	RCC_3_5S	17.33	1101.00	42000.00
3	2	Jor Bagh	JB_2-6N	37.03	826.00	67000.00
4	2	IFFCO Chowk	IFOC_C_1	10.10	3516.00	77000.00
5	2	Sultanpur	SLTP_C_2	51.78	761.00	86000.00
6	3	Subhash Nagar	U22_CGS	15.52	1124.00	38000.00
7	3	Rajendra place	U22_ECN	12.25	1632.00	44000.00
8	3	R K Ashram	U22_BGS	26.69	813.00	47000.00
9	3	R K Ashram	U22_HCS	19.75	1152.00	50000.00
10	3	Jhandewalan	JW_3C	20.33	1201.00	53000.00
11	3	Uttam Nagar East	UNE_1C	11.07	2300.00	55000.00
12	3	Rajender Place	U22_JCS	16.94	1584.00	58000.00
13	3	Rajouri Garden	U22_ACS	14.06	2028.00	62000.00
14	3	Rajouri Garden	U22_ECN	15.90	1987.00	69000.00
15	5	Mundka	MUDK_1	82.00	292.00	52000.00
16	6	Badarpur	BAPU_G_7	39.60	666.00	57000.00
17	6	Jasola Apollo*	JLA_Bare Space	27.02	1200.00	71000.00
18	7	Dilli Haat-INA*	INA_BS	90.99	432.00	85000.00
19	7	Azadpur*	AZU_BG_1	104.34	390.00	88000.00
20	8	Kalkaji Mandir*	KJMD_BC_1	59.75	590.00	77000.00
21	AEL	New Delhi*	NDRU_C_VI	20.00	1325.00	58000.00
22	AEL	New Delhi*	BS_AEL_F	10.95	2433.00	58000.00
23	AEL	New Delhi	RG-13	289.76	2106.00	66000.00

***Bare spaces**

For Sr.No-15:-water and drainage facility not available. Space for STP,ETP, VRF outdoor unit etc is not available outside station premises.

Details of Commercial Shop/bare spaces for day 3rd of auction (Schedule-3)

S/N	Line	Station	Shop No	Approx Area (in Sqm)	Reserve price (Rs/Sqm/ month)	EMD Amount(In Rs)
1	1	Keshav Puram	KP_CE_1	15.55	744.00	25000
2	1	Kohat Enclave	KE_CE_02	8.25	1501.00	27000
3	1	Kanahiya Nagar	KN_1C	13.00	990.00	28000
4	2	Ghitorni	GTNI_1	6.25	849.00	25000
5	2	Adarsh Nagar#	AHNR_5-6	7.25	1102.00	25000
6	2	Udyog Bhawan#	UDB_5N	9.00	1370.00	27000
7	2	Civil Line	CL_1N	14.71	1101.00	35000
8	3	Uttam NagarWest	U22_CCN	19.86	439.00	25000
9	3	Shadipur	SP_7C	16.30	528.00	25000
10	3	Ramesh Nagar	Shop no.-8	13.08	765.00	25000
11	3	Nawada	NWDA_1C	19.86	300.00	25000
12	3	Subhash Nagar	U22_JCN	14.68	648.00	25000
13	3	Subhash Nagar	U22_JCS	16.49	530.00	25000
14	3	Shadipur	SP_6C	19.30	518.00	25000
15	3	Shadipur	SP_6G	12.60	638.00	25000
16	3	Rajendra Place	U22_HCS	17.70	727.00	28000
17	3	Subhash Nagar	U22_BGS	16.10	902.00	32000
18	3	Shadipur	SP_1G	10.27	1555.00	35000
19	3	Subhash Nagar	U22_HCS	17.07	940.00	35000
20	5	Punjabi Bagh	PBGA_5	5.78	421.00	25000
21	5	Shivaji Park	SHVP_5	10.94	625.00	25000
22	5	Paschim Vihar West	PVW_3	11.12	539.00	25000
23	5	Peeragarhi	PAGI_5	22.73	396.00	25000
24	5	Nangloi Railway	NRSN_03	40.04	211.00	25000
25	5	Nangloi Railway	NRSN_4	15.51	311.00	25000
26	5	Punjabi Bagh	PBGA_4	5.75	936.00	25000
27	5	Shivaji Park	SHVP_2	16.43	436.00	25000
28	5	Madipur	MAPR_2	11.37	334.00	25000
29	5	Udyog Nagar	UNRG_4	16.66	222.00	25000
30	5	Maharaja Surajmal Stadium	SMSM_4	10.70	300.00	25000
31	5	Madipur	MAPR_4	16.49	335.00	25000
32	5	Mundka	MUDK_04	14.98	308.00	25000
33	5	Paschim Vihar East	PVE_3	41.61	281.00	26000
34	5	Rajdhani Park	RDPK_1	82.60	152.00	28000
35	5	Paschim Vihar East	PVE_5_G	14.94	840.00	28000
36	5	Madipur	MAPR_1	80.24	194.00	34000
37	8	Nehru Enclave*	NUEE_B_1	35.00	420.00	32000
38	AEL	New Delhi*	NDRU_C_III	11.50	1325.00	33000
39	AEL	New Delhi*	NDRU_C_II	11.30	1325.00	33000

*Airport Express line(AEL)

to be vacated

Following is the list of built up shops situated outside and having no commuter interaction as per Annexure-II(B) of Draft License Agreement.

S/No	Line	Station	Shop No	Approx Area (in Sqm)	Reserve price (Rs/Sqm/month)	EMD Amount(In Rs)
1	3	Karol Bagh	KB_G3	30.13	4644.00	152000.00
2	3	R K Ashram	U22_AGN	35.84	1556.00	121000.00
3	6	Badarpur	BAPU_G_7	39.6	666.00	57000.00
4	AEL	New Delhi	RG-13	289.76	2106.00	66000.00
5	AEL	New Delhi	RG- 456	132.11	5258.00	751000.00
6	AEL	New Delhi	Shop NO- 1,2,3	146.1	5323.00	840000.00

- Note-1:** Total number of Built-up Shop/bare space at various Metro Stations for bid is 93, 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 shop/bare spaces. 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 shop/bare spaces 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 shop/bare spaces can be utilized for all commercial activities except for banned list as per Annexure-IIA and IIB of DLA.
- Note-5:** Bidders who propose to download and use this Bid document are required to collect the location plans for the above station shop/bare spaces from the office of the DGM/PB-II, 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 09 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 93 built-up shop/bare spaces at various` stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & AEL 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 93 shop/ commercial Space on License Fee basis at various Metro Station on Line – 1,2,3,5, 6,7,8 and AEL.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

- (e) the undertakings given by us along with the Application in response to the Bid for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Bid document.
 6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
 7. In the event of 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 Shop/bare spaces/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 Shop/bare spaces/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-1) of approximately _____ sqm area, and to operate as a _____ (usages other than the usages banned list mentioned in Annexure-IIA and IIB of DLA) 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) A Half-yearly Other Maintenance Charges Fee of Rs. 360/- per sqm + GST as applicable for actual carpet area licensed would be payable to DMRC along with the advance license fee. This amount would be Rs. 432/- per sqm per half-year + GST, for actual carpet area licensed if the site has provision for supply of water.
- (c) I/ we shall be pay The Water/drainage for licensed shop/bare space shall be provided depending upon technical feasibility and availability only. The water charges shall be applicable @ Rs. 2000/- per month + GST/taxes, as applicable from time to time, for shop/bare spaces with a ½ inch pipeline capacity. However, if the licensee is desirous of increasing the pipeline capacity, DMRC shall charge for the same at Delhi Jal Board's (DJB) commercial water rates. 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 completion of every one year of license period 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. including 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 signing of license agreement after making the full LOA payment including Interest Free Security Deposit/ Performance Security).

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 & Seal of the Bidder

Name: _____

Designation: _____

Company Name: _____

Address: _____ Tel (O) _____

_____ Tel (R): _____

Annexure-4: General Information of the Bidder

(On letter head)

(by each member in case of JV/Consortium)

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 :

Sl. No.	Name of Member	Percentage Stake in JV/Consortium	Role*
1			
2			
3			

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder with rubber stamp of the firm/company etc as applicable)

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 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.*

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 _____, 202_.

BETWEEN

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

AND

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

AND

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

Whereas Delhi Metro Rail Corporation Limited (hereinafter referred to as 'DMRC') has invited Bids for "Licensing of 93 built-up shop/bare spaces at various stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line(AEL) 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 93 built-up shop/bare spaces at various stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line(AEL) 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 93 built-up shop/bare spaces at various stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line(AEL) 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 submitted by all bidder/ consortium including each member of the consortium/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 93 built-up shop/bare spacesat various stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 &Airport Express line(AEL) 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....., 2024.

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 93 built-up shop/bare spaces at various stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line(AEL) 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 Shop/bare spaces/spaces at _____ Metro station with DMRC.
2. That, all consortium members are jointly or severely responsible for all commitments/ liabilities/ dues etc. to DMRC.
3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the initial 2 (two) years lock in period of license agreement.
4. We also confirm that our consortium was made on Dt. _____, for seeking Licensing of 93 built-up shop/bare spaces at various stations of Delhi Metro Network on Line – 1, 2, 3, 5, 6,7,8 & Airport Express line(AEL) 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)

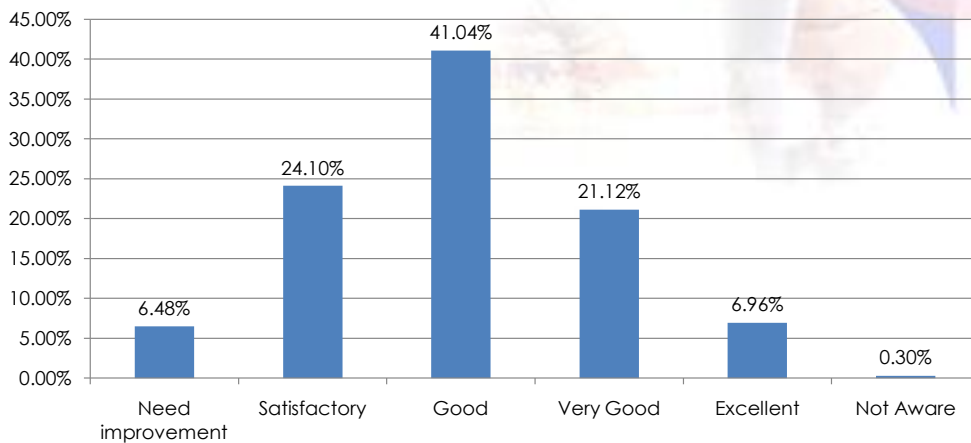
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Witness 1.
2.

Annexure-9: DMRC's Survey Report

Overview: DMRC conducted "customer satisfaction survey" such survey, which was also conducted in the year 2017,2016,2015,2014 and 2013,had covered 1,12,180 passenger spread over 60 metro stations and inside trains. During survey, feedback were collected from passengers on all aspects such as availability and accessibility, facilities offered to passengers, customer services etc.

OVERALL SATISFACTION IN CUSTOMER SATISFACTION SURVEY



- Customer Satisfaction Survey revealed that majority of commuters has awarded "Good".
- Second majority of commuters has remarked "Very Good" to Delhi Metro.

Annexure-10

UNDERTAKING FOR NOT BEING BANNED FROM/FOR BUSINESS
(On Rs. 100/- stamp paper duly notarized)

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 above 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.

On Rs. 100/- stamp paper duly notarized.

Undertaking for Responsibility(For Bidder)

_____ as a bidder for and on behalf of _____
,(Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with DMRC in respect of Licensing of Built-up shop/bare space:-

1. That, I/we Solely undertake that I/we _____ (Name of the bidder) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to Built-up shop/bare space at _____ metro station with DMRC.
2. That, I/we are solely or severally responsible for all commitments/liabilities/dues etc. to DMRC Ltd. in respect of this allotment of Built-up shop/bare space at _____ metro station.

(Bidder to sign on undertaking)

Annexure-12

SITE VISIT DETAILS

1. **Line – 1:** Site Visit on 29.01.2024 at 09:00 hrs, Meeting point at Shahdara Metro Station near Customer Care, concerned person: Mr Ankesh- Contact No-9654799329
2. **Line-2:** Site Visit on 29.01.2024 12:00 hrs, Meeting point at M G Road Metro Station near Customer Care, concerned person:Mr. Nitesh Kumar Contact No-9540867859
3. **Line-3:**Site Visit on 30.01.2024 09:00 hrs Meeting point at Uttam Nagar west Metro Station near Customer Care, concerned person: Mr. Vishnu Contact No-9717600751
4. **Line -5:** Site Visit on 30.01.2024 14:00 hrs, Meeting point at Punjabi Bagh Metro Station near Customer Care, concerned person:Mr. Junaid Contact No. 9013455321
5. **Line-6:** Site Visit on 31:01.2024 at 9:00 hrs, Meeting point at Janpath Metro Station near Customer Care, concerned person: Mr. Vinay Lamba Contact No-9560028005
6. **Line-7** Site Visit on 31:01.2024 at 12::00 hrs, Meeting point at INA Metro Station near Customer Care, concerned person: Mr. Sandeep Kumar Contact No-8929587212
7. **Line-7** Site Visit on 31:01.2024 at 14::00 hrs, Meeting point at Kalindi Kunj Metro Station near Customer Care, concerned person: Mr. Devender Kumar Contact No-9990639094
8. **Airport Express line:** Site Visit on 31.01.2024 at 10:00 hrs, Meeting point at New Delhi Metro Station near Customer Care, concerned person: Mr. Amit Singh Contact No-8595933990

Annexure-13(A)

(Undertaking for Dues in other contracts)

{To be submitted by bidder (single entity/ JV) and also by each member of JV/Consortium separately}

1.0 We, _____(name of the bidder)hereby undertake that we have following lease / license / concession agreement of DMRC property (ies) (as on the date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that, as on last date of submission of this tender, no dues are pending on our account for more than 90 days in any of the above agreement(s) either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.

Note: In case the bidder is not an existing lessee/licensee/concessionaire of DMRC, they may write "Not Applicable/Nil" in this Annexure.

Stamp &Signature of Authorized signatory of Bidder

Annexure-13 (B)

(Undertaking for Contract/s with DMRC)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, _____ (name of the bidder) hereby undertake that we have following lease/license/concession agreement of DMRC property(ies) (as on last date of submission of this tender).

Sr. No.	Lease/ Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / license d space / premises	Date of handing over (vacate) of leased / license d space / premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

We, (either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity) hereby certified that on last date of submission of this tender:-

- a.** There is no outstanding delay in vacation of the leased/ licensed space/ premises within the grace period (if provided) after completion of the tenure of the lease/pre-mature terminated/ surrender.
- b.** There is no outstanding delay, on our account, is taking over the space/ premises leased/ licensed to us.
- c.** There is no outstanding issue of encroachment on the common areas/ circulating areas or any other space which is not leased/ licensed to us.
- d.** We have opened the Escrow account for the license/lease agreement(s) of DMRC in which there is a provision of opening of escrow account.
- e.** We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all DMRC dues through said Escrow account, if Escrow account is opened.

Note:In case the bidder is not an existing lessee/licensee/concessionaire of DMRC, they may write "Not Applicable/Nil" in this Annexure.

*Strike over which is not applicable.

Signature of Authorized signatory of Bidder

Annexure-14

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

I/We here by confirm that, I/we have downloaded/ read the complete set of tender documents/ addendum/corrigendum/ clarifications along with the set of enclosures uploaded on <http://www.delhimetrorail.com> . I/We confirm that we have gone through the Tender Documents/ addendum/ corrigendum and clarifications up to date of auction.I/We confirm our unconditional acceptance for the same. We/ I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the Draft Licensee Agreement.

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

