

**Tender No. CPD-147R1:** Property Development at Escorts Mujesar metro station of Line-6 Extn. of Delhi Metro Network.

<b>Addendum No. – 1</b>					
<b>Summary Sheet</b>					
<b>S. No.</b>	<b>Tender Document</b>	<b>Clause reference</b>	<b>In place of</b>	<b>Please read as</b>	<b>Remarks</b>
1	RFP	Clause no. 2.4 (C)	Page no-8	Page no-8R	Key Dates extended
2	RFP	Clause 3.5.1.1	Page no-19 & 20	Page no-19R & 20R	Clause modified
3	RFP	Annexure-13A Point No. I. & II.	Page no-78	Page no-78R	Annexure modified

than for those matters in respect of which express provision is made in the Lease Agreement.

**2.4 Salient features of Bidding Process:**

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

Sale of tender document	15.10.2025 to 17.11.2025 <b><u>25.11.2025</u></b> (upto 1500 hrs.) on e-tendering website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
Last date for receiving pre-bid queries	23.10.2025 upto 1700 Hrs.
Pre-bid meeting	24.10.2025 at 1100 Hrs.
DMRC's response to pre-bid queries	<del>03.11.2025</del> <b><u>17.11.2025</u></b>
Start &End date for bid submission	10.11.2025 from 0900 Hrs. & 17.11.2025 <b><u>25.11.2025</u></b> upto 1500 Hrs.
Date of opening of technical bids	<del>18.11.2025</del> <b><u>26.11.2025</u></b> at 1500 Hrs.

d) Key Commercial Terms

Parameter	Description
Commencement date	90 days from the issue of LOA or From the date of signing of Lease Agreement whichever is earlier
Lease Period	As per summary table below
Moratorium Period	
Upfront Amount	
Escalation on Lease Fee	@5 % per annum starting from the date of original LOA
Performance Security / Security Deposit	- Equivalent of 12 months of the applicable Lease Rent plus maintenance fee, parking fee and utility area fee, if any - Lessee shall be required to furnish this security within 30 days of issue of the LOA and before signing of the Lease Agreement - Security amount to be augmented annually in line with the annual escalation in Lease Rent
Other Chargeable Area	Parking area charge @ 20% of PD area Lease fee. Utility area charge @ 20% of PD area Lease fee. Mezzanine Area (if developed) charge @50% of PD area Lease fee.

meeting, shall be made by the DMRC exclusively through the issue of an Addendum pursuant to Clause 3.3 above.

- 3.4.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### 3.5 ELIGIBILITY CRITERIA

The Bidder shall meet the following minimum Eligibility Criteria (the “**Eligibility Criteria**”):

- 3.5.1 A Bidder must be a sole proprietorship firm or a partnership firm duly registered under the Indian Partnership Act, 1932, or a Limited Liability Partnership duly registered under Limited Liability Partnership Act, 2008 or a body corporate incorporated and registered in India under the Companies Act, 1956 /2013, duly registered under the law applicable to such company, either individually or in Joint Venture or a Consortium under an existing agreement and further subject to compliance with applicable laws, policies and guidelines of the Government of India.

In case the Selected Bidder is a Consortium/ Joint Venture (JV), such Consortium/ JV shall be required to newly incorporate a Special Purpose Vehicle (“SPV”) (Company/LLP) within 30 days of issuance of the Letter of Acceptance (LOA).The SPV shall enter into the Lease Agreement with DMRC for implementation of the Project. The members of Consortium/ JV shall maintain 100% equity in the SPV, till the signing of the Lease Agreement.Any change in equity participation in SPV after the signing of Lease agreement shall be in line with clause 3.7.2. In case SPV is not incorporated within 30 (thirty) days of issuance of LOA, DMRC may, at its sole discretion, cancel the LOA and forfeit all amount deposited by the selected bidders (i.e. Tender Security, Security Deposit, Upfront amount etc.). However, DMRC may, upon receipt of written request from the Selected Bidder demonstrating valid reasons for the delay, grant an extension for SPV incorporation. Failure to incorporate the SPV within extended period, **(if granted)** shall result in cancellation of LOA and forfeiture of all deposited amounts.

In case selected bidder is other than a Consortium/ JV, a new Special Purpose Vehicle (“SPV”) (Company/LLP), may be formed within 30 days of issuance of the Letter of Acceptance (LOA). The SPV shall enter into the Lease Agreement with DMRC for implementation of the Project. The selected bidder shall maintain equity sharing of 99.9%, till the signing of the Lease Agreement. Any change in equity participation in SPV after the signing of Lease agreement shall be in line with clause 3.7.3.

As and when the SPV is created and entrusted with the task of implementing the Project, the constitutional documents of the SPV and the Board Resolutions authorizing the execution, the delivery and the performance of such tasks will have to be submitted to DMRC.

- 3.5.1.1 Bidder/~~SPV~~ (either as single entity or as a member of JV/consortium ~~or SPV of JV/consortium/single entity~~) having any existing lease/license agreement of

DMRC property(ies) will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee/ licensee:

- a. ~~(i)~~ has cumulative outstanding dues in excess of the respective available IFSD (Security Deposit) in any of the contract(s).

and

~~(ii) Updated and escalated IFSD as defined in clause "Security Deposit" of respective contract Agreement is not available.~~

- b. has any case wherein any licensed/ Leased space/ premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after pre-mature termination/ surrender of lease.
- c. has any case wherein the possession of any licensed/ Leased space/ premises has not yet been taken over by them due to reasons attributable to them.
- d. has an un-resolved case of non-vacation of encroached area including encroachment of common areas/ circulating area or any other space which has not been licensed to them even after a notice has been issued to vacate.

In case the bidder is DMRC's existing lessee/ licensee/ concessionaire for some other space licensed/ leased/ concessioned out by DMRC, the bidder is required to submit the details by duly filling up Annexures 13A&13B. In case the bidder is not an existing lessee/ licensee/ concessionaire of DMRC, the fact shall be clearly stated in the Annexures.

- 3.5.2 A Bidder should have a minimum net worth during last audited financial year (2024-2025) for Locations IDs as specified in table below:

Financial Eligibility Criteria	Package/Packages	Station (Line)	Minimum Net worth (Rs Lakhs)
	Package - A	Line-6 Extn.	69.10
	Package - B	Line-6 Extn.	71.50

In Case of JV/Consortium - Net worth will be based on the percentage participation of each Member.

Example: Let percentage participation of member-1 = M and Member-2 is =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV/ Consortium will be  $\frac{AM+BN}{100}$

- 3.5.3 The minimum average annual turnover of a Bidder for the preceding three financial years as per the audited balance sheets of the Bidders starting from the financial year 2024-2025. The minimum average annual turnover bidder should have for each Package/ Location ID as specified in table below:

**ANNEXURE – 13 (A)**

**(Undertaking as per Clause 3.5.1.1 Eligibility criteria of RFP)**

**(To be submitted by bidders (single entity/JV) and also by each member of the JV/Consortium separately)**

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)

S.No	Lease contract agreement no	Date of start	Date of Completion	Cumulative Outstanding amount of pending invoices as on last date of submission of this tender	Amount of SD required as per contract as on last date of submission of this tender	Amount of SD available with DMRC as on last date of submission of this tender	Date of validity of SD	Remarks

It is certified that, as on last date of submission of this tender;

- I. Cumulative dues pending on our account is not more than the respective available IFSD (Security Deposit), in any of the above agreement(s) either as a single entity or as a member of JV/consortium ~~or as SPV of JV/consortium/single entity~~, as the case may be.
- II. ~~There is no IFSD (BG) is pending for renewal or recoupment in any of the above Agreement(s) either as a single entity or as a member of JV/consortium or as SPV of JV/Consortium/single entity, as the case may be.~~

**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**