

Title: Licensing of spaces at Badli Depot of Line-2, for commercial utilization by way of establishing warehouse/storage facility

S.No.	Clause No.	Existing Provision	Query	Clarification
1	Clause 4.1.d	The Successful bidder shall be required to adhere to the building design. However, there are no limitations on planning and subdivision of the interior licensed floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The Successful bidder shall also ensure that the proposed commercial development within tendered area is neither an impediment for smooth flow of traffic nor a safety hazard for DMRC civil structures or for its commuters and public at large. The successful bidder shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful bidder shall not interfere or tamper with those installations at any time.	As per your clause No.4.1 Successful bidder's responsibility to develop the entire offered Built up, Bare and parking Space at their own cost as per DMRC Specification-request if DMRC's specifications for temporary structures can be shared.	Kindly refer Annexure-V of the license agreement regarding renovation/refurbish of premises.
2	Clause 4.1.b	The augmentation works of fire pumps along with related accessories shall be carried out by the successful bidder at their own cost as per the requirement under the supervision and direction of concerned Department of DMRC. The complete work as above including dismantling of old pump/motors, shifting of new pumps to pump room and commissioning of pumps is to be carried out by the successful bidder at its own cost in the supervision and guidance of E&M Wing of DMRC and on completion, the same will be technically examined and approved by DMRC. Any other minor items not listed above but required for completion of above works and restoration of fire pump house is to be carried out by successful bidder.	As per your clause No.4.1 b) The augmentation works of fire pumps along with related accessories shall be carried out by the successful bidder at their own cost- request if it can be clarified that the said works are only for the offered space or for the entire complex ?	The existing arrangement of fire protection system for the entire complex is in compliance to the codal provisions. However, need of augmentation work (if any) arising out of change in occupancy will have to be met by the successful bidder.
3	Clause 4.1.d	The Successful bidder shall be required to adhere to the building design. However, there are no limitations on planning and subdivision of the interior licensed floor space. However, within these parameters, maintaining the structural safety and integrity shall be the sole responsibility of the successful bidder. The Successful bidder shall also ensure that the proposed commercial development within tendered area is neither an impediment for smooth flow of traffic nor a safety hazard for DMRC civil structures or for its commuters and public at large. The successful bidder shall also ensure that all existing utilities and facilities (if any) falling within the said tendered space will be kept accessible and the successful bidder shall not interfere or tamper with those installations at any time.	As per clause No. 4.1 (d) The successful bidder shall be required to adhere to the building design. However, there are no limitations on planning and sub division of the interior licensed floor space:- We would like to know if the successful bidder is allowed to demolish the partition walls presently built there to make bigger hall ?	Such proposal of modification shall be dealt case to case basis. The approval shall be provided after ensuring structural stability, fire safety etc.

4	Clause 4.1.s	<p>The boundary wall which separates the area offered from DMRC shall be constructed by licensee/successful bidder at their own cost. The boundary wall shall be same specification, dimension and height as the exterior boundary wall of depot.</p>	<p>As per clause No. 4.1 s) The boundary wall which separates the area offered from DMRC shall be constructed by licensee/successful bidder at their own cost.-Request if the dimension (height*width) of the boundary wall can be shared and also a drawing representative where all the boundary wall will have to be constructed in order to make the offered area on independent entity?</p>	<p>The dimension of the wall shall be same as existing boundary wall of the badli depot.</p>
5	Clause 4.9.b	<p>4.9 (B) Sub- Licensing: The successful bidder shall be entitled to sub-license the tendered/ licensed space with prior approval of DMRC. However, for any such sub-license the guiding principles as detailed in Draft License Agreement annexed at Annexure - 15 shall be scrupulously observed.</p>	<p>As per your clause no. 4.9 (b) Sub-Licensing: The successful bidder shall be entitled to sub-license the tendered/ licensed space with prior approval of DMRC. - Will the successful bidder have to take approvals from DMRC each time they sub license the tendered/licensed space? In the warehousing business a lot of times cutomers look for space on an immediate basis and for a temporary period, and by the time the successful bidder requests the DMRC for an approval and receives it, the end customer might shortlist another space. The successful bidder should be allowed to sub-license without any prior approval from DMRC.</p>	<p>No change in the tender condition</p>
6	Clause 4.10 (a)	<p>The property tax/service charge applicable on the licensed premises, if any, shall be paid by Licensee as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/service charge will be submitted by the licensee.</p> <p>The non-payment of aforementioned dues against property tax/service charge within stipulated time frame shall be constituted as Material Breach of Contract of License Agreement and DMRC shall initiate proceedings as mentioned in relevant clause of License Agreement for material breach of contract condition.</p> <p>In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/service charge shall be recovered from licensee on pro-rata basis for the actual period of occupancy only. DMRC can recover these dues from the Interest Free Security Deposit of the Licensee. The applicable property tax/service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.</p>	<p>As per your clause No 4.10(a) the property tax/service charge applicable on the licensed premises, if any, shall be paid by Licensee. - At present, DMRC must be paying property tax/service charge to the concerned municipal corporations for the entire complex. The making of creat of separate entity/ID with the municipal corporations for the tendered/ licensed space should be in the scope of the DMRC only.</p>	<p>No change in the tender condition</p>

7	Clause 4.11 (a)	<p>4.11 Infrastructure Services:</p> <p>a.) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:</p> <p>(i) It is successful bidder's responsibility to draw electric power cable from LT panel to the tendered space at their own cost.</p>	<p>As per your clause No 4.11 a) (1) It successful bidder's responsibility to draw electric power cable from LT panel to the tendered space at their own cost. - We will appreciate if you could share the distance of the LT panel from the tendered/licensed space as well as specifications of the power cable which the successful bidder will have to install for drawing electric power from LT panel.</p>	600 mtr (approximate)
8	Clause 4.11 (a)	<p>4.11 Infrastructure Services:</p> <p>a.) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:</p> <p>(i) It is successful bidder's responsibility to draw electric power cable from LT panel to the tendered space at their own cost.</p>	<p>Kindly let us know how much Power load will be given to successful bidder for the licensed premises.</p>	1000 KVA maximum load may be provided.
9	Clause 4.11 (b)	<p>4.11 Infrastructure Services:</p> <p>b.) Water supply:</p> <p>Water supply as per availability & feasibility will be arranged by DMRC at its sole discretion and provided at a single point. The successful bidder will have to make their own arrangements for drawing pipe lines to their tendered / licensed area at their own cost. Further, successful bidder will have to make their own arrangement for distributions of water including the installation of meters, storage and purification at their own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the successful bidder at their own costs and in this connection they shall follow all the directives as may be issued by the authorized representative of the DMRC. The water charges shall be charged on actual basis as per Delhi Jal Board rates.</p>	<p>As per your clause No. 4.11. b.) The water supply as per availability & feasibility will be arranged by DMRC at its sole discretion and provided at a single point. The successful bidder will have to make their own arrangements for drawing pipe lines to their tendered / licensed area at their own cost. - We would like to state that DMRC should supply water supply to the successful bidder for the licensed premises. because the licensed premises is a part of a larger complex and DJB will not give any separate connection for the said licensed premises. Further, request if you could confirm whether at present water supply is available in the said licensed premises or not. Also, if the water supply isn't present in the licensed premises request if you could clarify why?</p>	Water Supply is available in depot

10	Clause 4.11 (b)	<p>4.11 Infrastructure Services: b.) Water supply:</p> <p>Water supply as per availability & feasibility will be arranged by DMRC at its sole discretion and provided at a single point. The successful bidder will have to make their own arrangements for drawing pipe lines to their tendered / licensed area at their own cost. Further, successful bidder will have to make their own arrangement for distributions of water including the installation of meters, storage and purification at their own cost after taking all necessary approvals. The discharge of all wastes including the drainage shall also be arranged by the successful bidder at their own costs and in this connection they shall follow all the directives as may be issued by the authorized representative of the DMRC. The water charges shall be charged on actual basis as per Delhi Jal Board rates.</p>	<p>Are drainage/sewerage lines currently available in the said licensed premises? If not, request if you could specify the reason behind it?</p>	<p>For licensed premises, successful bidder will have to make their own arrangement for discharge of water.</p>
11	Clause 4.11 (c)	<p>4.11 Infrastructure Services: c.) Sanitary Connection:</p> <p>The Sewage Treatment Plant (STP) & Effluent Treatment Plant (ETP) shall developed, operated and maintained by the successful bidder at their own cost to meet their daily requirements. The responsibility to connect the developments at tendered area/ licensed area to aforementioned STP /ETP and from STP / ETP to the municipal drainage shall lie solely with successful bidder subject to prior approval of DMRC/ other civic agencies.</p>	<p>We further would like to know if the Sewage Treatment Plant (STP) & Effluent Treatment Plant (ETP) are presently available in said licensed premises or not? Also, if it's connected to the municipal drainage or not? If the answers to any of the preceding questions is no, request you to specify the reason behind the same.</p>	<p>For licensed premises, successful bidder will have to make their own arrangement.</p>
12	Clause 4.11 (a)	<p>4.11 Infrastructure Services: a.) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:</p> <p>Dedicated fire alarm & control system for tendered space has to be planned and installed by successful bidder at their own cost as per the statutory requirement of Delhi Fire Services. It is successful bidder's responsibility to connect tendered area / licensed area to tapping point at their own cost.</p>	<p>We further would like to know if the Fire protection system presently installed at said licensed premises is operational/in a working condition or not? Also, has DMRC taken fire clearance from the Delhi Fire Services or not? If the answers to any of the preceding questions is no, request you to specify the reason behind the same</p>	<p>Fire NOC is available for the Depot area, copy of Fire NOC is present with DMRC.</p> <p>However, it is pertinent to mention here that the area in discussion in the approvals and Fire NOC is showcased as DCOS and not as commercial site. Separate Approvals and Fire NOC need to be sought from DFS in this regard due to change in nature of occupancy.</p>

13	Clause 6.1	<p>CHAPTER -6 TENURE OF LICENSE AGREEMENT</p> <p>6.1 Tenure of License Agreement shall be for a period of Twenty four (24) years, unless otherwise terminated by DMRC or surrendered by Licensee, in term of provisions of this agreement. The tenure of License Agreement shall commence from the date of handing over of the licensed space. Tenure of the License Period of any space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.</p>	The tenure of License Agreement shall be for a minimum period of Fifty (50) years, because the successful bidder will have to make large investments to develop the licensed premises.	No change in the tender condition
14	Clause 6.2	<p>6.2 For carrying out the fit-outs, finishing works etc., licensee would be permitted a rent free period of 180 days from the date of handing over of the licensed space. Licensee shall have to complete in all respects the development of the licensed space, within a period of 180 days from the date of 'handing over' of the Space/area by DMRC under the License Agreement. For any delay in completion of work, DMRC shall not be responsible. In any case, the License Fee shall become chargeable immediately after the specified fitment period of 180 days i.e. w. e. f. 181st day of handover or date of deemed handover whichever is earlier.</p>	The rent free period of 180 days for carrying out the fit-outs, finishing works etc., is too short, the same should be a minimum of 365 days from the date of of handing over of the licensed space.	No change in the tender condition
15	Clause 6.3	<p>6.3 There shall be a lock-in period of 5 (five) years from the date of start of license period. If the Licensee is desirous of surrendering and exiting from the license hereby created before expiry of the lock-in period of five (5) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by DMRC.</p>	The lock-in period should be of 3 (three) years from the date of start of license period and not five (5) years.	No change in the tender condition
16	Clause 7.2. (b)	<p>7.2 Interest Free Security Deposit (IFSD):</p> <p>b.) The Interest Free Security Deposit shall be increased / escalated by 20% on compounding basis after completion of every three (3) year of the license period.</p>	The license fee escalation 20% on compounding basis after completion of every three (3) years of license period is very high, especially owing to the current market conditions. It should not be more than 10% after completion of every three (3) years of license period.	No change in the tender condition
17	Clause 7.2. (a)	<p>7.2 Interest Free Security Deposit (IFSD):</p> <p>a.) Licensee shall pay Interest Free Security Deposit to DMRC, equal to 12 (twelve) months license fee payable in advance.</p>	The Interest Free Security Deposit (IFSD) equal to 12 (twelve) months license fee is very high, in accordance with the current market norms it should not be any more than 3 (three) months	No change in the tender condition

18	Clause 7.2. (i)	<p>In case of successful completion of the full term of the License period i.e. Fifteen (15) years from commencement date of License Agreement, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of DMRC.</p>	<p>In the tender document at Page 81 it's mentioned that in case of successful completion of the full term of the License period i.e. Fifteen (15) years from commencement date of License Agreement, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of DMRC. - Request if the license period in this clause can be corrected.</p>	<p>Kindly refer corrigendum no. 3</p>
19	Clause 8.1	<p>CHAPTER: 8 DEVELOPMENT, MAINTENANCE AND OPERATION OF LICENSED SPACE</p> <p>8.1 Development of Licensed Space:</p> <p>Licensee shall be permitted to carry out development of the licensed space, by creation of temporary structures only and development of open commercial Built up, Bare, and Parking Space as defined in this license agreement, partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. provided that:</p>	<p>In the tender document at Page 84 clause 8.1 its mention that the Licensee shall be permitted to carry out development of the licensed space, by creation of temporary structures only.- However, to clarify the boundary walls which will separate the offered area will be permanent structures, request if this can be rectified in the document.</p>	<p>The boundary wall which will be constructed by the successful bidder. After completion of the contract, successful bidder will have to handover the licensed space in its original condition.</p>
20			<p>The successful bidder and sub-licensees shall be entitled to use the tendered/ licensed space 24 Hours x 365 Days There should not be any restrictions from DMRC or any other security agency to operate from the said Depot complex.</p>	<p>The space can be used 24 hours X 365 Days with prior permission of DMRC and after receiving NOC from security dept. of DMRC.</p>
21			<p>An independent separate gate/entry and driveway will be provided to the successful bidder in the tendered/ licensed space which will be used by the sub-licensees of the successful bidder at the tendered/licensed space.</p>	<p>Successful bidder can use the separate/gate entry with prior approval from DMRC and NOC from security dept. of DMRC.</p>