

Tender document for licensing of space for installation of telcom tower/Masts for provision & enhancement of mobile (cellular) network at 43 selected metro stations/locations of DMRC network on line- 1,2,3,4,5,6,7 & staff quarters and depot through open e-tender in three separate schedules i.e. No/s 1,2,&3(RFP No:-520M0001/TT)

Queries raised by Indus Towers Ltd.

S.No.	Clause No.	Page	Clause Details	Queries	DMRC clarifications
1	2.2	5	DMRC invites Bids (through e-tendering process) through this RFP document from eligible Bidder(s), who may be a sole proprietorship firm, a partnership firm or a company incorporated under Companies Act 1956/2013 and having registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of licensee/s for Licensing of Spaces for placement and installation of Telecom Tower/Masts for Provision & Enhancement of Mobile (Cellular) Network at 43 Selected Metro Stations / Locations of DMRC Network in 3 (Three) separate schedules as given below & as detailed in Annexure 1 of the tender document and as per terms and conditions of this Bid Document	<b>We request to DMRC please remove the schedule wise bidding and modify the clause as a site wise bidding only because at maximum location our existing sites are already installed.</b>	No change in existing clause.
2	1.9	3	License Period" means a period of Nine (9) years starting from the date of commencement as specified in RFP document	We request DMRC to extend the proposed license period and modify the mentioned clause as follows: <b>"License Period" means a period of Fifteen (15) years starting from the date of commencement as specified in RFP document.."</b>	No change in existing clause
3	1.11	4	Interest Free Security Deposit / Performance Security" means interest free amount to be deposited by the Licensee with DMRC as per terms and conditions of License Agreement as security against performance of License Agreement.	Since the bid security amount is high, thus we request DMRC to allow bidders to submit the Bid Security Amount also in the form of Bank Guarantee and modify the mentioned clause.	Request cannot be accepted . No change in existing clause.
4	4.3.(a)	12	.....the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. DMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to DMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from DMRC.	We understand that the site shall be handed over to the licensee post approval of shared design and layouts and the licensee shall be required to pay the quoted license fee only after the successful handover of the site locations if any amendment will be required in design part or other approval please dont include approval time in our fitment period.	No change in the existing clause
5	6.1	17	....The area of the sites mentioned in Annexure - 9.1 may increase or decrease with a variation of up to (+/-) 10% percent from tendered area subject to availability and feasibility / clearance from DMRC. Licensee shall be charged on the actual area handed over, subject to the above variation of (+/-) 10% in the handed over area vis-a-vis the tendered area.....	Since the area required depends upon the design of the tower and depends on the availability of space without hindrance in utility services. we request DMRC if we will required more area so the approval time should not be include in our fitment period.	No change in the existing clause
6	6.2	16	Tenure of License Agreement: - The License shall be for a period of Nine (9) years, subject to lock-in-period of 02 (two) years, from the date of handing over of first lot of locations subsequent to issue and payment of LOA.	Keepign in view the current industry scenario, we request DMRC to extend the proposed license period and modify the mentioned clause as follows: <b>"Tenure of License Agreement: - The License shall be for a period of Fifteen (15) years, with No lock-in-period."</b>	No change in lockin period

7	6.6 S.No. 2	17	Other Maintenance Charges for Space: INR 3717/- per station + GST	As per the tender conditions the licensee has the full obligation for all the services rendered as a part of this RFP thus, we request DMRC to remove Other Maintenance Charges from the fee structure. Alternatively we request DMRC to clarify that what all maintenance services will be provided by DMRC in lieu of manintenance charges being received and what will be associated SLAs/KPIs	Not accepted since DMRC provides Safety, security of the site and maintenance of surrounding area.
8	6.6 S.No. 4,5	18	OFC Linking charges per month (per location/per station): INR. 5899/- + GST Cable Tray charges(if applicable) per station/per month: INR. 1852/-+GST	As per the tender conditions the licensee has the full obligation for all the services rendered as a part of this RFP thus, we request DMRC to remove OFC Linking and Cable Tray Charges from the fee structure. <b>we request DMRC to remove these charges or it should be one time only not on the basis of per month.</b>	No change in the existing clause
9	6.8	18	The License Fee of Space, Cable Tray Charges, Other Maintenance Charges and charges of Linking of Optical Fibre etc with tower shall be increased and escalated by 20% after completion of every three years of license period on a compounding basis.	we request DMRC to modify the mentioned clause as follows: "The License Fee of Space, Cable Tray Charges, Other Maintenance Charges and charges of Linking of Optical Fibre etc with tower shall be increased and escalated by 5% after completion of every 3 years of license period on a compounding basis."	No change in the existing clause
10	6.12	19	Interest Free Security Deposit/ Performance Security up to Rs 10Lakhs shall be accepted in the form of DD/PO only in favour of DMRC Ltd. payable at New Delhi. For total value of IFSD more than Rs 10 Lakhs, initial Rs 10 Lakhs of Interest Free Security Deposit/Performance Security shall be paid in the form of DD/PO in favour of DMRC Ltd payable at Delhi/ New Delhi and for remaining amount of Interest Free security Deposit exceeding Rs 10 Lakhs, minimum 50% amount shall be paid in the form of DD/PO (up to a maximum of Rs 50 Lakhs) & balance or 50% amount of interest free security deposit shall be submitted/paid in form of Bank Guarantee as per format attached .	We request DMRC to allow licensee to submit the Interest Free Security Deposit/Performance Security in the form of Bank Guarantee.	No change in the existing clause
11	6.18	20	<b>Registration of license agreement: The registration of license agreement 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 are to be submitted to DMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to DMRC for record. In case the registration of the license agreement /amendment is not done within the 30days of signing of license agreement/amendment, it shall be treated as "Material Breach of Contract". The Licensee will be given 30 days time to cure the default. In case the licensee fails to remedies the default to the satisfaction of DMRC within the cure period of 30 days, DMRC may terminate the License agreement after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.</b>	As the registration of license agreement is not mandatory as per applicable laws, therefore, non-registration of the agreement may not be treated as <b>Material Breach</b> and clause to be removed accordingly for the RFP documents. Licensee shall make its best efforts to get the agreement registration completed within 30 days of execution.	No change in the existing clause
12	9.5	61	Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.	<b>We request to delete this clause as DMRC is the owner of the location site/ premises and it shall be solely responsible for any third party insurance of the location site/premises.</b>	No change in the existing clause

13			New Addition	In case of any denial of access to location sites or promised services due to power failure or any other reason attributable to DMRC authorities resulting in a site outage of more than 4 Hours out of 24 Hours then the licensee shall not be liable to pay the license pay-out for that particular month.	Not accepted
14	Annexure-9.2	86	Bank Guarantee validity	Initially Bank Guarantee should be valid for 3 years and it will be renew for next 3 years after expiry of first 3 years.	Not Agreed. The clause 4,5 & 6 of Annexure 9.2 are as per the legally vetted standard Bank format of DMRC and there can be no deviation to it. Also, Please refer clause 8.2 (b) of DLA for more clarity.
Queries raised by ATC					
S.No.	Clause No.	Page	Clause Details	Queries	
1	6.4	58	The License Fee of Space, Cable Tray Charges, Other Maintenance Charges and charges of Linking of Optical Fibre with tower etc i.e. all recurring charges shall be increased and escalated by 20% after completion of every three year of license period on a compounding basis.	Keeping into consideration the industry norms and current financial health of the industry, these charges should be increased in the range of 7.5% - 10% after completion of every 3 year of License Period	No change in the existing clause
2	1.9	4	"License Period" means a period of Nine (9) years starting from the Commencement Date as specified in Bid Document	It's Being Capex intensive project, we request DMRC to extend the proposed license period to Fifteen (15) years starting from the date of commencement of operations.	No change in existing clause.
3	4.3(i)	13	The property tax/ service charge applicable on the licensed premises, if any, shall be paid by DMRC 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 charged & recovered from the licensee at the start of every financial year (i.e. DMRC shall raise the demand by 15th April) and licensee shall pay/ submit to DMRC the property tax/ service	Property and municipal taxes related to property (immovable) would be borne by licensor.	No change in the existing clause
4	6.18	20	Registration of license agreement:Registration fees, stamp duty etc to be fully borne by the licensee	As mentioned in earlier DMRC tender, such cost to be borne by Licensor and not licenses.	No change in the existing clause
Queries raised by RJIL					
S.No.	Clause No.	Page	Clause Details	Queries	
1	2.2	5	Schedule of Bidding	We suggest to have the bidding by each site/location rather than entire schedule having multiple locations.	No change in the existing clause.
2	1.9	3	"License Period" means a period of Nine (9) years starting from the date of commencement as specified in RFP document.	We request DMRC to extend the proposed license period and modify the mentioned clause as follows: "License Period" means a period of Fifteen (15) years starting from the date of commencement as specified in RFP document.	No change in existing clause.
3	6.6(4)	17	OFC linking charges per month per station - Rs. 5899	We suggest to get this charges removed as it is already covered in maintenance charges	No change in the existing clause
4	6.12	17	Interest free security deposit	We suggest to have the entire security in the form of PBG with the validity of 4 years further extendable to license period.	No change in the existing clause

5	Annexure A & b	32	Schedule 1, 2 & 3 have different areas in sqm and tower types is given for each location	In this schedules already many sites are existing and operational by various operators and hence we assume that existing sites which are running and operational will be continued at the same locations and with the same contracted area subjected to successful bidding by the current owner of the sites.	Query not clear
6	Clause 6.6	16	Other Maintenance charges for space INR 3717 per station + GST	As per tender conditions, the licensee has the full obligation for all the services rendered as a prt of the RFP, thus we request DMRC to remove other maintence charges from the fee structure	No change in the existing clause
7	6.6	17	One time electrical supervision charges per energy meter INR 10,000	We request DMRC to remove One time electrical supervision charges per energy meter from the fee structure as the licensee is liable to pay recurring charges for the electricity usage.	No change in the existing clause
8	6.6	18	OFC linking charges per month per location per station - Rs. 5899 + GST, Cable tray charges (if applicale) per station [per month- INR1852+ GST	As per the tender conditions, the licensee has the full obligation for all the services rendered as a part of this RFP, thus we request DMRC to remove OFC linking and cable tray chaqrge from the fee structure. We request DMRC to remove these charges or this should be one time only not on the basis of per month.	No change in the existing clause
9	6.18	17	Registration of License Agrrement: The Registration of License Agrrement shall be done withion 30 days of signiong of agreement by the licensee (registration fees, stamp duty etc to be fully borne by the licensee) and duly registered document are to be submitted to DMRC for records. Any ammendment in the contract agreemnet, if required to be registered shall also be registered within 30 days from the ate of ammendment amd duly registered documnets shall be submitted to DMRC for records. In case the registration of license agreement/ammendment is not done withoin 30 days of signing of license agreement/ ammnedments it shall be treated as " material breach of contract". The license will be gioven 30 days time to cure the default.In case the	ot be treated as material breach and clause to be removed accordingly for RFP	No change in the existing clause
10	7.3	70	Termination on operation ground: DMRC reserves the right to terminate or withdraw a portion of the License Agreement by giving three months advance notice on operational ground. The License agreement shall stand terminated after expiry of three months' notice and the Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues.....	Since high capex is involved termination on operational ground can only be done post completion of Lockin period. We request DMRC to amend the clause accordingly.	No change in the existing clause
11	6.5	58	6.5. In case of any technological upgradation beyond 4G, services, licensee shall upgrade his infrastructure to provide those services to Delhi Metro commuters within 2 months of its public launch by any of the telecom operators in Delhi & NCR area. The license fee of Space and other terms and conditions of the license agreement to provide these services shall be reviewed on...	Upgrading technology beyond 4G is business call taken by telecom operators basis economic viabilities IP'S cannot force telecom operators to upgrade the network penalty of 10% should be removed. Also non upgradation beyond 4G should be considered as material breach of contract.	No such clause in RFP