

Reply of Pre-Bid Queries

S/N	Query of Prospective Bidder	Query raised by	DMRC's Comments
1	Cost of the Tender should be NIL as the objective of the tender is to enhance the communication network at Stations and not to earn revenue by selling out the tender.	M/s Indus Towers Ltd.	Please refer to clause no. 2.4 (c) 1 of RFP, no further change in the tender conditions.
2	Since the installation of a communication site is a high Capex project involving huge capital investment as well as planning which takes at least 12-15 years to realize the Capex invested, as such, we request DMRC to extend the proposed license period to 15 years 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 with no Lock-in period.”	M/s Indus Towers Ltd.	Please refer to clause no. 1.8 of RFP, no further change in the tender conditions.
3	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 as follows: ".....Bid Security amount shall be acceptable either in the form of Bank Guarantee or through online mode i.e. RTGS/NEFT/IMPS. Details of DMRC's authorized bank name and"	M/s Indus Towers Ltd.	Please refer to clause no. 2.4 (c) 2 of RFP, no further change in the tender conditions.
4	Since the area required depends upon the design of the tower and number of operators available, the height & design of the tower shall vary depending upon the network planning from the said location and as such the area required may vary from site to site beyond 10%. Therefore we request DMRC not to restrict the required area and same should be left free as per the tower design and requirement of the licensee. Also, in view of the license fee per sq. mtr. Thus we request DMRC to modify the mentioned clause as follows:	M/s Indus Towers Ltd.	Please refer to clause no. 6.1 of RFP, no further change in the tender conditions.

	<p>". The tentative area of the sites is mentioned in Annexure-1 which may increase or decrease as per the site</p> <p>Specific requirement of the licensee, subject to availability and feasibility/clearance from DMRC. Licensee shall be charged on the actual area handed over vis-a-vis the tendered area "</p>		
5	<p>Keeping in view of the submission made in clause 1.8 above, we request DMRC to extend the proposed license period and modify the mentioned clause as follows:</p> <p>"Tenure of License Agreement: -The License shall be for a period of Fifteen (15) years, with No lock-in-period."</p>	M/s Indus Towers Ltd.	Please refer to clause no. 1.8 & 6.4 of RFP, no further change in the tender conditions.
6	<p>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 maintenance charges Being received and what will be associated SLAs/KPIs</p>	M/s Indus Towers Ltd.	Please refer to clause no. 6.9 (2) of RFP, no further change in the tender conditions. DMRC charges OMC to maintain the premises i.e. security, cleanliness etc.
7	<p>We request DMRC to remove One time Electrical supervision Charges (EIC) per Energy meter from the fee structure, as Licensee is liable to pay recurring charges for the electricity usage.</p>	M/s Indus Towers Ltd.	Please refer to clause no. 6.9 (S.no-8) of RFP, no further change in the tender conditions
8	<p>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. we request DMRC to remove these charges or it should be one time only not on the basis of per month.</p>	M/s Indus Towers Ltd.	Please refer to clause no. 6.9 (S.no-4&5) of RFP, no further change in the tender conditions.

9	<p>As the proposed year on year escalation parameters for the license fee pay-outs are too steep, thus 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 03% after completion of every 5 years of license period On a compounding basis."</p>	M/s Indus Towers Ltd.	Please refer to clause no. 6.11 of RFP, no further change in the tender conditions.
10	<p>We request DMRC to allow licensee to submit the Interest Free Security Deposit/Performance Security in the form of Bank Guarantee.</p>	M/s Indus Towers Ltd.	Please refer to clause no. 6.14 & 6.15 of RFP, no further change in the tender conditions.
11	<p>As the registration of license agreement is not mandatory as per Registration Act 1908 Section 18(f) read with Section 17, and also the government portal for registration does not have any provision to register license agreement, therefore, non-registration of the agreement may not be treated as Material Breach 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.</p>	M/s Indus Towers Ltd.	Please refer to clause no. 6.22 of RFP, no further change in the tender conditions.
12	<p>The proposed interest by DMRC on the due payment is too high, thus we request DMRC to modify the mentioned clause as follows: "...Besides, the Licensee shall pay an interest of 6 percent per annum on the amounts of License Fee and Other dues payable remaining outstanding after the due date and falling in arrears. Interest shall"</p>	M/s Indus Towers Ltd.	Please refer to clause no. 7.5(a) of DLA, no further change in the tender conditions.

13	<p>We request DMRC that 30 day period is too short a time frame for the licensee to clear all equipment from the location site after contract termination. Thus request DMRC to modify the clause as follows:</p> <p>"The Licensee shall vacate the premises within 90 days of termination of the License Agreement. A certificate From concerned Station Manager or its authorized representative in proof of Licensee....."</p>	M/s Indus Towers Ltd.	Please refer to clause no. 7.5(f) of DLA, no further change in the tender conditions.
14	<p>Since high Capex is involved, termination on operational ground can only be done post completion of lock-in period .We request DMRC to amend the clause accordingly.</p>	M/s Indus Towers Ltd.	Please refer to clause no. 17.3 of DLA, no further change in the tender conditions.
15	<p>Initially Bank Guarantee should be valid only for 5 years and it shall be renewed for next 5 years after completion of 5 years.</p>	M/s Indus Towers Ltd.	Please refer to Annexure-9.2 of DLA, no further change in the tender conditions.
16	<p>As per the latest Telecommunications (Right of Way) Rules, 2024, the properties vested in the central government are to be made available or installation on minimum cost, while the property vested in state government are to be made available for provisioning of communication infrastructure at a reasonable fee, we request DMRC to adopt the same rates and forgo the tendering process by resorting to the allotment of locations on need basis.</p>	M/s Indus Towers Ltd.	Please refer to the tender document, no further change in the tender conditions.
17	<p>We suggest to have the bidding by each site/location rather than given schedule, in which 18 locations are divided in two schedules.</p>	M/s Summit Digitel Infrastructure Ltd.	Please refer to clause no. 12 of RFP, no further change in the tender conditions.
18	<p>Tenure of license agreement (Not defined in RFP).</p>	M/s Summit Digitel Infrastructure Ltd.	Clause 1.8 & 6.4 to 6.6 of RFP clearly mentions the tenure of License agreement.

19	Kindly confirm, if the proposed locations are in addition to the existing towers established. Or renewal of Towers for the existing locations.	M/s Summit Digitel Infrastructure Ltd.	The locations proposed in both schedules in Annexure-I of RFP are up for renewal for our existing inventory.
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