

Clarification on tender for Licensing of space for installation of telecom tower in BRPL area

No.	Reference	As per Tender Notification	Query / Clarification required	Agency name	Reply
1	Tenure of the contract (Clause 1.01, page no. 3)	6 years	Since the nature of telecom tower business is highly Capex intensive, we request the Authority to reconsider the tenure and change it to minimum 15 years	ATC tower	<p>It is clarified that contract period is for the period of Nine (09) years with lock-in period of 2 years. Accordingly read clause 1.01 Contract period : Nine (9) year</p> <p>Clause 1.4.2 (c) The Contract shall be for a period of Nine year and shall be renewed based on mutual agreement as reviewed by the officer-in-charge from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.</p> <p>Clause 2 General terms for grand of License: Tenure of License Agreement: The License shall be for a period of Nine (9) years. That subject to the tenure of this Agreement, it is agreed by the Licensee that initial 2 years from the commencement of License fee, shall be the lock-in period for the Licensee and during the said tenure the Licensee shall not be entailed to terminate this Agreement. In case of termination of this Agreement by the Licensee, during the lock-in period, the Licensee shall be liable to pay full / remaining License fee for the remaining tenure of lock-in period with the notice of termination.</p> <p>Clause: 11.1 This Contract shall be effective from the Effective Date from the date of LOI and shall continue to be in full force for a period of Nine (09) year unless extended or terminated earlier by BRPL in accordance with the provisions below or time extension.</p>
2	Clause 2 Scope of license for bidders: Sub clause c), page no. 8	Only one telecom operators shall be allowed to operate at a licensed space	Infra structure providers business revolves around sharing of infrastructure with various telecom operators. Hence, such clause which restricts only 1 telecom operator to be there should be removed. This dilute the entire business proposition for a Telecom Infra provider	ATC tower	<p>It is clarified that co-sharing of tower is allowed for maximum two (2) telecom operator. Incase of more than two (2) telecom operators, additional license fee@ 20% of quoted monthly License fee shall be payable by the bidder.</p>
3	Commencement of license fee Page no. 10	Fitment period of 15 days	There are various set of activities in terms of civil, tower, electrical etc. which needs to be carried out for installing a tower, therefore current mentioned fitment period of 15 days is too less. In case of Ground based tower, it should be minimum 60 days and for a Root Top tower it should be minimum 30 days.	ATC tower	<p>It is clarified that Fitment period for</p> <p>(i) Cell on Wheel tower - 15 days; (ii) Ground mounted tower 30 days and (iii) Roof top tower 60 days. Shall be applicable.</p>

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4	Section IV: Price format	1. Do the winner compulsory takes minimum area of 20 sqm per locations 2. Quoted rates (Rs. / sq.ft)	1. Will the winner be allowed to use the area as per their tower drawing 2. Rate to be quoted by the entity needs to be Rs. / sq.ft/ month OR Rs. / Sq.ft. / year . Please clarify	ATC tower	It is clarified that the bidder is required to quote License fee in Rs/Sq-mtr per month (excluding GST) for each location. In each premises 10sq-mtr area will be provided by BRPL. Incase of use of additional area refer clause 2 (g) page 41shall be applicable
5	Exclusivity of the locations		Will the sites awarded to the winner on exclusivity basis i.e. same site not to be allocated awarded to more than 1 Company	ATC tower	The premise will be allocated to H1 bidder.
6	Right to surrender the location		In case due to various external forces (beyond control of BSES), the winning company is not able to deploy the site, they should be allowed free exit from the location	ATC tower	It is clarified that necessary provisions have already been made under Clause 14, page no.21 of bid document.
7	Existing sites		Are there any existing sites (in form of proper site or may be Cell on Wheel type temporary solution) on these locations If yes, what will happen to them once the site is won by the winning entity as per this tender	ATC tower	The existing agency shall vacate the premise if its is already occupied. The expected date of vacation shall be communicated to winning bidder

Sr. No.	Point	Current Tender Terms	Recommendation	Agency name	BRPL response
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No.	Reference	As per Tender Notification	Query / Clarification required	Agency name	Reply
1	Tender Term/Period	6 Years and renewal for 3 years	Tender terms to be increased to minimum 10 year and renewal of further 10 years in line with recent DCB tender.	JIO	<p>It is clarified that contract period is for the period of Nine (09) years with lock-in period of 2 years. Accordingly read clause 1.01 Contract period : Nine (9) year</p> <p>Clause 1.4.2 (c) The Contract shall be for a period of Nine year and shall be renewed based on mutual agreement as reviewed by the officer-in-charge from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.</p> <p>Clause 2 General terms for grand of License: Tenure of License Agreement: The License shall be for a period of Nine (9) years. That subject to the tenure of this Agreement, it is agreed by the Licensee that initial 2 years from the commencement of License fee, shall be the lock-in period for the Licensee and during the said tenure the Licensee shall not be entailed to terminate this Agreement. In case of termination of this Agreement by the Licensee, during the lock-in period, the Licensee shall be liable to pay full / remaining License fee for the remaining tenure of lock-in period with the notice of termination.</p> <p>Clause: 11.1 This Contract shall be effective from the Effective Date from the date of LOI and shall continue to be in full force for a period of Nine (09) year unless extended or terminated earlier by BRPL in accordance with the provisions below or time extension.</p>
2	Sharing	Single Operator Sharing Allowed	Multi-operator sharing to be allowed as DOT guidelines stipulates sharing of telecom infrastructure. All tenders pertaining to Telecom Infrastructure issued by DMRC, MCD , DCB allows sharing of telecom infrastructure among licensed telecom operators.	JIO	It is clarified that co-sharing of tower is allowed for maximum two (2) telecom operator. In case of more than two (2) telecom operators, additional license fee@ 20% of quoted monthly License fee shall be payable by the bidder.
			We also propose that since our company has the telecom infrastructure installed in the locations given in tender, we should be given first right to use the space as per bid winning rate (similar to first right of refusal).	JIO	It is clarified that the premise/location shall be allocated to the highest bidder.
			Further, till the time new structure gets ready, our existing COWs should be continued on the existing on going terms and conditions so that telecom services are not affected.	JIO	PI note that incase H1 bidder is the some other bidder in such a case JIO is required to vacate the premises on priority within 15 days.

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3	Minimum Area	Minimum 20 Sq Mtr Area to be taken	We proposes to get this minimum area clause removed.	JIO	It is clarified that in each premises 10sq-mtr area will be provided by BRPL. Incase of use of additional area page 41,clause 2 (g) shall be applicable
4	Rate for Quotation	As per tender Sq Ft rates to be quoted whereas area to be mentioned in Sq Mtr	We propose to get symmetry in both bid rate and area offered parameter (Sq. Mtr).	JIO	It is clarified that the bidder is required to quote License fee in Rs/Sq-mtr per month (excluding GST) for each location. In each premises 10sq-mtr area will be provided by BRPL. Incase of use of additional area refer clause 2 (g) page 41 shall be applicable
6	Escalation %	4% annual escalation	We propose to modify the Tender as per recent DCB tender. (DCB tender has Annual rent revised upwardly by 10% after 5 years)	JIO	It is clarified that escalation rate 4% p.a is applicable, no change in the terms envisaged in the bid document
8	CA certificate for last three year's turnover	As per tender this is additionally required apart from Audited balance sheet for the last 03 financial years.	Since we already are sharing Audited balance sheet for the last 03 financial years, this requirement can be eliminated as duplicate in nature.	JIO	It is clarified that turnover certificate to be submitted as per the bid document
9	Organization Chart / No. of Employees / Premise Details and Address across India.	As per tender these details are required to be submitted.	We propose for removal of these details. This has no relevance as long as financial along with registration with DoT is given	JIO	It is clarified that Organisation structure to be submitted as per the bid document
10	What is the average T/O of 3 years required , 5 cr or 15 Cr		Kindly clarify.	JIO	PI read Clause 1.3 as : Bidder must provide proof of having average turnover of atleast Rs. 3 times of Annual lease rental more or 15 Crore during the Last three financial years. (FY 16-17, 17-18 & 18-19).
11	Additional Locations		Request you to kindly share the additional locations of BRPL Office spaces	JIO	PI refer corrigendum-1
12	Security Deposit		Request you to take this on BG basis	JIO	PI refer clause 7, page no.20. Security deposit shall be accepted in the form of DD/PO only.
13	Fitment Period		Request you to kindly make this as 90 days from the site possession date .	JIO	It is carified that Fittment period for (i) Cell on Wheel tower - 15 days; (ii) Ground mounted tower 30 days and (iii) Roof top tower 60 days. Shall be applicable.

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No.	Header	As per Tender Notification	Query / Clarification required	Agency name	BRPL response
1	Clause 2.0 scope of license bidder point C		Kindly clarify only one telecom operator shall be allowed to operate at a particular licensed space. IP companies share locations with all existing operators so same may be allowed and point may be suitably amended.	Tower Vision	It is clarified that co-sharing of tower is allowed for maximum two (2) telecom operator. Incase of more than two (2) telecom operators, additional license fee@ 20% of quoted monthly License fee shall be payable by the bidder.
2	Clause 1.4.2 (c) contract period		Contract period of the tender should be atleast of 10yrs with extendable by 5yrs or more. Existing period of 6yrs extendable by 3yrs is very less due high CAPEX investment from our end.	Tower Vision	<p>It is clarified that contract period is for the period of Nine (9) years with lock-in period of 2 years. Accordindgly read clause 1.01 Contract period : Nine (9) year</p> <p>Clause 1.4.2 (c) The Contract shall be for a period of Nine year and shall be renewed based on mutual agreement as reviewed by the officer-in-charge from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.</p> <p>Clause 2 General terms for grand of License: Tenure of License Agreement: The License shall be for a period of Nine (9) years. That subject to the tenure of this Agreement, it is agreed by the Licensee that initial 2 years from the commencement of License fee, shall be the lock-in period for the Licensee and during the said tenure the Licensee shall not be entailed to terminate this Agreement. In case of termination of this Agreement by the Licensee, during the lock-in period, the Licensee shall be liable to pay full / remaining License fee for the remaining tenure of lock-in period with the notice of termination.</p> <p>Clause: 11.1 This Contract shall be effective from the Effective Date from the date of LOI and shall continue to be in full force for a period of Nine (09) year unless extended or terminated earlier by BRPL in accordance with the provisions below or time extension.</p>
3	Caluse 1.4.2 (f-iii) - Appoint Architect to interact with BRPL rep.		This clause needs to be amended to appoint a suitable SPOC with civil Engg knowledge to interact with local BRPL rep.	Tower Vision	It is clarified that Architect or Civil Engg with subject knowledge shuld be authorised by the bidder.
4	Clause 6 payment terms		Min area of 20 sq-mtr is chargeable whereas bid rate is required in Rs/Sq-ft as per financial bid. This may be suitably amended to maximum area to be 15 sq-mtr and absolute bid rates per site per month may be quoted by the bidder.	Tower Vision	It is clarified that the bidder is requiried to quote License fee in Rs/Sq-mtr per month (excluding GST) for each location. In each premises 10sq-mtr area will be provided by BRPL. Incase of use of additional area refer clause 2 (g) page 41shall be applicable

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5	Section VII page 35 (Point b) unified license no.		BRPL is asking unified license number of the bid winner. Since IP1 do not have unified license so point may be suitably amended to IP registration number.	Tower Vision	It is clarified that word "Unified License no" is repalced with "Unified License no. / IP registration no"
6	Point 4 page 42 fittment period		Fittment period of 15 days is very low, minimum 60 days fittment period from date of clear handover by BSES to be provided for site building	Tower Vision	It is carified that Fittment period for (i) Cell on Wheel tower - 15 days; (ii) Ground mounted tower 30 days and (iii) Roof top tower 60 days. Shall be applicable.
7	Tender last date for bidding		Since there is increase in number of site as per corrigendum 1 so that last date of bidding may be suitably amended to 31 Mar 2020 as locations needs to be physically visited for assessment and latt & Long	Tower Vision	Refer corrigendum-2
8	Point 3 page 41 - 2 yrs lock-in period		Suitable amendment may be made in case bidder is not able to build site due to public issue / dispute in neighbourhood / Political influence / structural stability failure during final assessment by consultant etc. This may be added in force majeure clause. Free exit without any lock-in period apart from return of EMD / payment done for such a site may be allowed to bidders	Tower Vision	It is clarified that necessary provisions have already been made under Clause 14, page no.21 of bid document.
9	Existing COW removal		Existing COW at identified locations in tender should be removed. Clarification required on the same.	Tower Vision	The existing agency shall vacate the premise if its is already occupied. The expected date of vacation shall be communicated to winning bidder