	RESPONSE TO BIDDER'S QUERIES on RFP no. RailTel/RFP/OT/CO/Mktg/2018-19/GBM&RTP installation/453				
S.No.	RFP Reference (s)	Content of RFP requiring clarification	Point of clarification required	Response of the queries	
1	Clause 2.2	Requirement of the bidder	In case location bided is not feasible but critically required by operator, in that condition what solution will be offered by RailTel	Bidder has to quote for a particular category i.e. State capital, ordinary cities etc. not for a particular station. Hence this situation would not arise. The location required in a station within the category can be finalised jointly by Railway, RailTel and the bidder	
2	Clause 2.4	Three cellular operators	RailTel is looking for a scenario of three (3) telecom operators, however currently only three operators are present in market and assumption of taking all three on board would not be viable, this would have impact on the capex. Requesting reconsideration on this.	Created GBM/RTP should cater the load of minimum three operators with revised technical specification for Mumbai, New Delhi, Metro/Mini metro and state capital/specified city categories. And should cater the load of minimum two operators with revised technical specification for ordinary cities category. Refer revised clause 6.1.1	
3	Clause 2.6	Co-location tariff	In case of any Metro city like Mumbai, as per GLP calculation period would be less than 2 years. Whereas the minimum commitment to an operator is 10 years	Service on the created GBM/RTP can be extended till the period bidder requires. However, after GLP period, bidder has to pay lease charges to RailTel as per RFP terms.	
4	Clause 2.6	Co-location tariff	Tariff mentioned in the RFP is different from the recently circulated RailTel tariff available to us. Please clarify	Tariff mentioned in the RFP is special tariff approved for RFP only.	
5	Clause 2.6.3	Classification of cities	Since there is a huge difference in build-up cost of GBM & RTP. How do we segregate GBM & RTP locations out of total location list?	GBM and RTP locations would be finalized by bidder only, after doing survey of the station infrastructure.	
6	Clause 2.6.3	Classification of cities	In case Bidder want any other suitable location on the same station but different from the RailTel given location, then what would be the solution.	The location will be finalised by bidder in co-ordination with RailTel and Railways	
7	Clause 2.7	Approved structure	What is the height offered in case of an RTP?	Height of RTP can be upto 6 meter subject to LOS. Refer revised clause 34	
8	Clause 4	Ownership of GBM/RTP	Since the Site would be built by Bidder and handed over to RailTel, who will be bearing the GST Taxes liability.	For the quoted cost of GBM/RTP, bidder will raise invoice to RailTel along with GST. GST will be paid by bidder after setting off input credit. Railtel will also raise invoices of GLP period with GST to bidder, bidder can claim input credit of RailTel's invoice after that there will not be any impact of GST	

9	Clause 4.1	Jointly signed handover	What is the timeline for RailTel to handover the location after submitting the requirement and electricity connection. (Permission from Railways etc.)	RailTel will try to optimise the timeline to handover the site along with required permissions.
10	Clause 4.2	Amount quoted for construction of GBM/RTP	Cost of construction may vary depending on the cost of raw material like Steel & Cement which are highly volatile. How would RailTel cover the risk of prices going up if bidder quotes a price in Year 1 and tower would get installed in Year 3.	Bidder has to quote considering the factor of volatility of prices, the amount quoted by the bidder shall be valid till the contract period.
11	Clause 4.3.4	Payment settlement		Regarding Assets, RailTel will provide right to bidder for leasing first tenancy. Regarding income tax, RailTel will raise invoice to bidder for first tenancy (it will be an expense for bidder in their book), bidder will raise invoice to its customer and tax will be paid only on profit generated by the bidder. However bidder is not required to pay anything to Railtel as already mentioned during GLP
12	Clause 6.1.2	Electricity payment	Please share railway electricity charges tariff card	The electricity charges vary from location to location. The charges are approx 29% higher than commercials charges of State Electricity Board.
13	Clause 6.1.4	Power backup	Who will be responsible for replacement & refresh cost of equipment's like Battery Bank/SMPC and many other.	Bidder has to quote by taking comprehensive maintananace of the equipment related to Power for a period equivalent to atleast GLP after which the replacement and refrest cost, if any, shall be borne by RailTel. In case the bidder continues after GLP, the O&M of the equipment shall be taken care by the bidder for which O&M charges shall be paid as per clause no 7.18
14	Clause 6.1.5	Airconditioning charges	Bidder will propose to build a Non-Air conditioner site, however in case 2nd or 3rd Tenant ask for Air conditioning what would be the resolution and who will provide the same	Bidder has to bid for non air-conditioned site
15	Clause 6.2.2	Facilitation of power supply	In case railway is not able to provide the EB connection and bidder does not get the same through local DISCOM, in that condition what would be the resolution	Bidder will start the work only after getting the permision from all the departments.
16	Clause 7.12	Service uptime	Considering network uptime is of highest importance and critical, how will RailTel facilitate bidders get unhindered access to the allocated location during construction & maintenance stage.	During installation stage, RailTel will arrange permission and identity cards for the bidder/bidder's contractor. For access during maintanance stage, refer clause 6.2.3

17	Not in RFP	Not in RFP	The responsibility of Asset Insurance will be with whom? And in case of any incident like fire or equipment/property damage; who will own the cost and how it would be compensated	After handover of infrastructure to RailTel, the responsibility of asset will be with RailTel
18	Clause 34	Two with a diameter of 1.2 metres each; or one with a diameter of 1.2 metres and two with a diameter of 0.6 metres each; or four with a diameter of 0.6 metres each. MW antennas will be mounted along with respective ODUs	As per given specification for GBM & RTP, 1.2mtr MW is given. In that case, towers to design accordingly, which would be very heavy in	Base package specification has been revised. Refer revised clause 34 (number of MW antennae)
19	Eligibility Criteria (Section 5, Clause no. 5.5, Page no. 8)	Statutory auditor certificate for positive net worth	In various RFP's/ Tender's, we submit a qualified Chartered Accountant Certificate regarding the positive net worth of the entity. Getting a Certificate from Statutory auditor involves significant time and cost therefore would request to kindly allow submission of a certificate from qualified CA to address this eligibility criteria.	Certificate from Chartered Accountant may be submitted along with counter sign copy of balance sheet by same CA.
20	Eligibility Criteria (Section 5, Clause no. 5.4, Page no. 8)	Experience certificate for at least 300 GBM/RTPs (GBM/GBT)	Since for each site a separate order is received from Customers and then separate PO / WO is issued to vendors and all these documents being very confidential, we propose to allow submitting a self-certified breakup of tower portfolio in India as is being submitted for other RFP's/Tender's.	In case of self owned assets CS of the company may cerify the same along with copy of FA report for at last 300 Tower.
21	Scope of work (Clause 4, Page no. 6)	Ownership of the GBM/RTP	Basis the current proposition captured in the RFP, it doesn't make economically viable business proposition for Infra Providers. In this context we would request RailTel to consider the following alternate proposals: 1) Towers to be owned by L-1 bidder and L - 1 gives 20% of the infra provisioning revenue generated from the specific tower (provided tower is occupied by some Operator). OR 2) L-1 to own the towers and gives monthly rental to RailTel as is being done in normal other RFP's / Tenders	Clause is as per RFP

22	Scope of work (Clause 4, Page no. 6)	Discount of 10% on second tenant and third tenant to be passed on to the L-1 bidder	Again, this proposition is not economically viable for an IP company. In this regard we request RailTel to look into the following propositions: 1) In case the 2nd and 3rd tenant is brought by L-1 then L-1 to have a right to retain 70% of the incremental IP revenue generated and rest 30% to be shared with RailTel OR 2) In case the 2nd and 3rd tenant is brought by RailTel then RailTel to retain 60% of the incremental revenue and L-1 to retain 40% of the incremental revenue	Additional discounts mentioned are applicable on the tariff of the anchor tenant. 1) In case the 2nd tenant is brought by L1 bidder, the lease charges applicable to second tenant will be as per the MSA between L1 bidder and the 2nd tenant. In this case, the charges to be paid by the L1 bidder to RailTel will be as mentioned in clause 2.6 and additional discount will be applicable as per clause 2.8. (2) In case the 2nd tenant is brought by RailTel, the tariff applicable to the 2nd tenant will be as per the agreement between the 2nd tenant and RailTel. Additional discount will be offered to bidder as per clause 2.8. Refer revised clause 2.8
23	Annexure - III (Page no. 31)	GBM & RTP specifications	As per specifications given, the given antenna loading on the GBM & RTPs is too high which may lead to unwarranted upfront capex investment. In the present scenario, 1.2m dia. MW can be avoided. -Height of RTPs to be limited to 9m. In case of 12m height, RTT will be required. -Design of GBM & RTP shall be as per site location Wind speed with adequate factor of safety. Further, it doesn't make financial sense to spend upfront for addressing the 2nd and 3rd tenants. These can be invested when 2nd or 3rd tenants come on to the tower. -Similarly having Power requirement for catering to 3 customers on day 1 will be wasting the capex and can be upgraded on arrival of another tenant on the tower -Also, installation of DG should not be mandatory and incentive to be built in the RFP for using alternate source of energy.	Refer point 2 and 7 above. The design should conform to the Telecom Engineering Center's generic requirements. Refer new clause 34.5. Bidder need to arrange power for all tenants as per category specifications before handover of site and associated infrastructure to RailTel. Installation of DG is not mandatory, bidder may install battery bank for power backup.
24	Exit Clause (Clause no. 16, Page no. 21)	period for that site. In case, L-1	Please note that churn is expected to happen therefore L-1 would require protection against the Capex invested. RailTel to think over the same and provide adequate protection for capex already invested. Also, RailTel should not publish another tender which nullify the towers build as a result of this particular tender for minimum 10 year timeframe	Bidder invests in the infrastructure after receiving demand from his customer. As GLP period is known before hand, bidder can have MSA signed with customer with lock in period of atleast GLP
25	Eligibility Criteria (Section 5, Clause no. 5.5, Page no. 8)	Statutory auditor certificate for positive net worth	Since we are NASDAQ listed entity, these form of certificate from Statutory auditor take huge amount of time and cost, hence we propose to submit the CA certificate for addressing this requirement.	Refer point 19 above

26	Eligibility Criteria (Section 5, Clause no. 5.4, Page no. 8)	Experience certificate for at least 300 GBM/RTPs (GBM/GBT)	Since for each site a separate order is received from Customers and then separate PO / WO is issued to vendors and all these documents being very confidential, we propose to submit a self-certified breakup of tower portfolio in India or copies of Monthly invoices being submitted to various customers capturing no. of tenancies/towers without showing the invoice amount.	Refer point 20 above
27	Annexure – IV (Page no. 32)	Financial Bid Form	We need to be specific that this bid quoted to be applicable for towers erected up to a defined timeframe (e.g. 1yr. etc.) because this RFP doesn't envisage factor of inflation on the cost of erecting the towers. Need to factor this.	Refer point 10 above
28	Clause 2.6	as narrated in clause	co-location tarrif are on very higher side, operators not willing to pay	Refer point 4 above
29	Clause 2.8	as narrated in clause	who will bring the 2nd /3rd operator on site and discount of 10% is too less to give O&M, R&M services to these 2nd/3rd operator	other tenant may either be brought by bidder or RailTel. O & M charges will be paid as per clause 7.18
30	Clause 2.8	as narrated in clause	After GLP over , if bidder continue O&M of site , will this included R&M also or only mapower , since the site assets will be trasnffred to Raitel	Only O&M is required to be done by bidder
31	Clause 5.6	as narrated in clause	Average annual turn over Rs 5000 cr is very high, it should be Rs 500 Cr to be in sync with cluase no 5.4 of 300 towers	Refer revised clause 5.6
32	Clause 6.1.1	as narrated in clause	what are the criteria to issue PO and slection of site to build GBM/RTT	Bidder has to select a site in Railway premises/stations and intimate RailTel for installation of GBM/RTP at that site. RailTel will facilitate for the survey and arrange necessary permisions from Railways . Bidder will submit the survey report along with the required drawings of GBM/RTP to Railway through RailTel. After the approval of site and provision of power by Railways, RailTel will issue a Purchase order to bidder for that site.
33	Clause 7.9	as narrated in clause	who will raise invoice of energy to 2nd /3rd operators brought by Railtel	RailTel will raise invoices to all tenants
34	Clause 7.12-7.18	as narrated in clause	SLA also depends on working of DG/Battery etc , after GLP the assets will be of Railtel , then who will pay the R&M AMC charges , as Rs 45k per year to less to cover R&M charges of the Railtel assets by bidder	Bidder will handover the assets after the site is made ready. The O&M of the assets is the responsibility of the bidder during GLP and the responsibility continues after GLP if bidder wants to continue. The O&M charges will be paid to bidder as per clause no 7.18. Please refer point 13 above for replacement and refresh cost

35	Clause7.17	as narrated in clause	who will raise invoice of energy to 2nd /3rd operators brought by Railtel	Refer point 33 above
36	Clause 8.1.3	as narrated in clause	list of location of installation of GBM/RTP can not be submitted along with tender as operators need long time to map the locations with clear terms, so this condition should be removed	Clause removed
37	Clause 14.1	as narrated in clause	PBG will be per site basis or Lumpsump for each Category of GBP /RTP	PBG is lumpsump amount as mentioned in RFP for each category
38	5.6 Eligibility Criteria, Pg.8	The Bidder should have average annual turnover of at least Rs. 5000 Crores (Rupees Five Thousand Crore Only) during the last three financial years ending 31st March of the previous Financial Year as on Last Bid Submission Date. The turnover should be applicable to the bidder and not for its group companies/ subsidiary companies/ parent company/ consolidated.		Refer para 31 above
39	Clause 5.8 Eligibility Criteria, Pg.8	The bidder should have at least 100 full time technical professionals involved in installation, commissioning and maintenance of GBM/RTP infrastructure activity on its rolls.	At least 1000+ professionals to be require to handle this project	Clause is as per RFP
40	Clause 5.8 Eligibility Criteria, Pg.8	Bidder must not have been blacklisted by any Government Department/ PSUs/ Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid.	Not backlisted previously, also offices across PAN India	Clause is as per RFP

41	Clause 2.1 (Scope of Work) read with other RFP provisions	RailTel invites bids from firms (Telecom Service Providers/IP-1 license holders) having previous experience in installation, maintenance and operation of Ground Based Mast (GBM) and Roof Top Poles (RTP) to supply, install, maintain and operate the GBM/RTP on Railway premises as per requirement of RailTel and bidder.	It may be clarified that Ground Based Towers (GBT) and Roof Top Towers (RTT) are also within the scope of work.	Bidder has to install Ground Based Mast (GBM) and Roof Top Poles (RTP) under this RFP.
42	Clause 2.4 (Scope of Work) read with Clause 6.1.1 (Roles and Responsibilities)	services to minimum three cellular	(a) Since presently the number of active operators in the industry is low, the standard requirements should be only for 2 tenants (and not 3 tenants).(b) If RailTel uses a sites for its purposes, then RailTel should be considered as a tenant.	(a) Refer point 2 above (b) If RailTel uses the site for BTS installation, the same will be considered as tenant for offering additional discount to bidder
43	Clause 2.6 (Scope of Work)	The provision mentions the tariff	(a) The tariff proposed in the RFP is much higher than the current industry standard.(b) Separate rates for GBT/GBM and RTP/RTT shall be provided.RTT/RTP rates shall be substantially lower than GBT/GBM. Also there shall be volume base discount to encourage the bidder.	As per RFP
44	Clause 2.7 (Scope of Work)	Railways only and as per the	The design requirements or pre-approved design have not been included in RFP. Also Bidder shall be allowed to have their own approved design meeting the specifications, which shall be included in RFP. Specification shall be in-line with Industry standard.	Refer revised clause 2.7 Regarding design, refer clause 34.2 and 34.3. Specifications and deliverables shall be as per RFP.

45	Clause 2.9 (Scope of Work)	[] OFC of the bidder or any third party will not be allowed on the site. In case bandwidth connectivity is required to the sites so created, bidder shall take the bandwidth from RailTel and RailTel will arrange fibre connectivity till the site from its nearest POP within 1 month from the date of installation of GBM/RTP. Bandwidth charges will be mutually agreed. []	(a) OFC of the bidder should be allowed, for which RailTel should grant or arrange necessary permissions at RailTel's cost. (b) If bidder elects to use RailTel's OFC, then the tariff relating to such OFC use should be mentioned.	Clause is as per RFP
46	Clause 3.1 (Term of Contract)	The period of this contract shall be for five years or period equivalent to guaranteed lease period (GLP), calculated as per clause 2.5 above, whichever is higher and the same may be further extended on mutual consent.	As per industry practice, the contract period / Term should be equal to 10-15 years, whereas the lock-in period may be equal to the GLP.	Refer revised clause 3.1 regarding contract term. However, after GLP, regular invoices will beraised by RailTel, which will be paid by bidder.
47	Clause 4.4.6(1) (Illsutration)	GST, as applicable, shall be charged extra	GST benefits should be passed on to bidder so as to avoid dual tax imposition of GST. Further tax levied on IP fee charged by bidder to other operator shall also be included in calculating the CAPEX recovery.	Refer point 8 above
48	Clause 6.1.1 (Bidder's Roles and Responsibilities) read with Annexure 3 (GBM/RTT Specifications)	The RFP mentions the standard sites specifications for construction and installation of sites.	(a) It may be clarified that the standard specifications provided for GBM also apply to GBT sites and standard specification provided for RTP also apply to RTT sites.(b) Standard site specification should be reduced for allowing 2 tenants only as per S. No. 2 above.	Refer point 41 and 2 above
49	Clause 6.1.1 (Bidder's Roles and Responsibilities) read with Annexure 3 (GBM/RTT Specifications)	The RFP mentions the standard sites specifications for construction and installation of sites.	The RFP does not contain terms and conditions (including as to capex recovery) relating to: (a) construction / installation requirements which exceed the standard specifications mentioned in the RFP, including as a result of additional requirements by operators, and (b) any upgradations or replacements required at sites during O&M.	Refer point (2) above

50	Clause 6.1.2 (Bidder's Roles and Responsibilities)	Bidder shall make necessary arrangements to provide required power supply at the site to at least three operators and RailTel shall facilitate permission from Railway for raw power. Wherever RailTel/Railways is not in position to provide electricity, bidder shall obtain the same from state power utility in the name of M/s RailTel Corporation of India Ltd. RailTel shall facilitate no objection certificate from Railways. All expenses in this regard shall be borne by bidder. Electrical Connection so taken must meet the load of at least three operators.	(a) Power supply should be arranged by RailTel at its cost as the assets and sites shall be owned by RailTel. (b) The timelines for RailTel to facilitate / arrange power supply should be defined. RFP shall also include the consequences in-case RailTel is not able meet the timeline.	Refer revised clause 6.1.2
51	Clause 6.2.2 (Railtel Responsibilities)		The provision does not mention dimensions of the space to be provided to bidder. The minimum space allotment for each type of site (<i>i.e.</i> GBT/GBM/RTT/RTP) should be mentioned.	Refer revised clause 6.2.2
52	Clause 7.8 (General Conditions)	Payment terms will be quarterly in advance after completion of GLP.	As per industry standards, payments should be monthly in advance.	As per RFP
53	Clause 7.12 (Service Uptime)	During operation and maintenance of the site, bidder has to maintain the service uptime (power availability) of 99.95% per month.	The uptime SLA should be measured quarterly.	Refer revised clause 7.12
54	Clause 7.18 (General Conditions)	The bidder has to maintain the site from the date of installation. O&M charges at the rate of 3% per annum of L1 rate shall be paid to bidder in the form of GLP enhancement.	The proposed O&M charges are much lower than industry standard and shall be incresed.	As per RFP

55	Clause 16.1 (Exit Clause)		In case of any termination including during the GLP due to reasons not in bidder's control, capex recovery should be allowed and mechanism should be defined.	As per RFP
56	Clause 19 (Penalties for delay in implementation)	This provisions set out penalties for delay in delivery.	This provision should be removed because delevery of sites is related to grant of ROWs, NOCs and other permissions from government authorities and RailTel.	Refer clause 6.1.1
57	Clause 20 (Termination Clause)	The provision sets out RailTel's termination rights.	Termination rights of bidders should be provided with CAPEX recovery, including among others, on the following grounds: (a) Bankruptcy, insolvency, liquidation, arrangement, etc. of RailTel; (b) RailTel's breach of obligations, RFP terms and contractual conditions; (c) Relocation requirement which is not feasible for bidder; (d) Force Majuere; (e) Government directions, etc.	As per RFP
58	Clause 27 (Insurance)	The Goods supplied under this Contract shall be fully insured by the Bidder at his own cost, against any loss or damage []	Insurance shall be responsibility of RailTel.	Clause 27.1 removed. For clarification refer point 17 above.
59	Page 5, Clause 2.5	Selected bidder (L-1 bidder) will have to install/erect the GBM/RTP (basis on site feasibility) as per the requirement and will be paid by RailTel in the form of free one tenancy out of three tenancies for a specific period of time called Guaranteed Lease Period (GLP).		As per RFP

60	Page 5, Clause 2.5	Selected bidder (L-1 bidder) will have to install/erect the GBM/RTP (basis on site feasibility) as per the requirement and will be paid by RailTel in the form of free one tenancy out of three tenancies for a specific period of time called Guaranteed Lease Period (GLP).	It is recommended that the contract period is for 20 years and exclusive rights are given to the L1 bidder(s) for telecom towers in the all stations	As per RFP
61	Page 8, Clause 5.4	The bidder should have implemented at least 300 GBM/RTPs (GBM/GBT) (in total) in the last three financial years. The proof should be applicable to bidder and not for its group companies/ subsidiary companies/ parent company. Only completed projects will be considered for this criterion.	Please allow self certification for the same as IP1s are building towers for selling tenancy space not as an EPC project for third parties	Refer point 20 above
62	Page 21 Clause 15	Consortium Related Conditions	This should be allowed as there is only 1 IP1 player which has pan-India presence	As per RFP
63	Page 12 Clause 8	Period of fulfilment of commitment of GBM/RTP installation	This should be removed as it is possible that the operators keep raising request for new railway stations to be covered under mobile coverage	The condition evaluates the commitment of the bidder to install more sites in lesser period. Hence cannot be removed
64	Page 12 Clause 8	leasing GBM/RTP space	This should be removed as it is possible that the operators keep raising request for new railway stations to be covered under mobile coverage and hence the contract should be for an extended period	The commitment period mentioned is minimum lease period for a particular site and can be extended on mutual consent. The condition evaluates the bidder's commitment to provide services for a higher period. Hence cannot be removed
65	General	General	Cost of a tower varies as per the cost of raw material like Steel & Cement. There would be an inherent risk on prices. Hence there should be appropriate clause for the same as well	Refer point 10 above
66	Clause 4.4.5, Page 7	O&M cost	O&M cost of 3% of tower value is very low. This is in the range of 10-15% depending on the type of tower	As per RFP
67	General		There are only 3+1 operators in the market. Hence, a logical tenancy ratio is 2 or less than 2 - hence the towers should be shareable by atleast 2 different operators not by equipment on site	Refer point 2 above
68	General	Electricity tariff	Please share Railtel tariff card	refer point 12 above
69	General	Location of tower	Please advise if Concessionaire wants to choose a different location than advised by Railtel	refer point 6 above

70	General	General	ļ	Bidder has to propose the location after getting feasibility confirmation from their customer.