



JAIPUR METRO

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking)

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No.: F.1(30)/JMRC/DCA/Revenue/Mobile Towers /2014-15/ 2422 Dated : 07.07.2015

To,
All Prospective Bidders

Sub: Clarification/ modifications with regard to the queries raised by Telecom operators during Pre bid conference on 03.07.2015 and through email thereafter.

- Ref.: 1) RFP No. F.1(30)/JMRC/DCA/Revenue/Mobile Towers/2014-15/3/15-16 Dated: 18.06.2015 for leasing out space for installation of telecom towers at eight Jaipur Metro Stations
2) Pre-Bid Conference dated 03.07.2015

Dear Sir(s),

Following clarification/modification are hereby issued in respect of above referred RFP:

| Sl. No. | Query Raised by prospective bidders (Telecom Operators/ Infrastructure Providers) | RFP Clause /Annexure | Clarification/ Modification/ Amendment |
|---------|---|----------------------|--|
| 1. | <p>Requirement of Structural Drawings of Rooftop</p> <ul style="list-style-type: none"> Structural Drawings of Rooftop is required to evaluate the suitability for setting up of 15 Mtr. Tower Height of building and Station Dome roof from ground level required to evaluate the coverage feasibility | Clause No. 3.1 (iii) | <ul style="list-style-type: none"> Height of proposed RTT space is approximate 20 meter at Ram Nagar Metro Station, approximate 24 meter at Civil Lines Metro Station and approximate 12 meter at all other Metro Stations, from ground level. |
| | <ul style="list-style-type: none"> Building Height not mention for each RTT tower locations. Kindly provide actual building height | | <ul style="list-style-type: none"> Height of dome top of platform is approximate 30 meter at Ram Nagar Metro Station, approximate 30 meter at Civil Lines Metro Station, approximate 28 meter at Railway Station Metro Station and approximate 23 meter at all other Metro Stations, from ground level. |
| | <ul style="list-style-type: none"> Roof top floor area and building structural design should be made available before bid. | | |
| | <ul style="list-style-type: none"> Roof top height above road level should be provided. | | |

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| | | | <ul style="list-style-type: none"> However bidders are supposed to have visited stations during scheduled site visit. For any further site visit required if any, bidders can request JMRC at email address provided in RFP. (jmrc.revenue@gmail.com) |
| 2. | <p>Access Ladder to Rooftop :</p> <ul style="list-style-type: none"> There is no provision to access the rooftop, what will be the process for access to the location at the time of installation activities and later on maintenance and operations. Access to rooftop is required for installation staff before starting installation activities For all RTT tower locations, JMRC will provide Crain access for material lifting upto building. All RTT tower locations has no access / Ladder for manpower. JMRC will provide access / ladder upto RTT tower location for manpower. | | <p>The installation activities and material shifting on roof top is to be arranged by the successful bidder from outside the metro station through temporary arrangement of crane / ladder etc.</p> <p>However, for regular maintenance through Metro stations, portable ladder will be arranged by JMRC in due course at concourse level of Metro Station.</p> |
| 3. | <p>Local Body clearance/ Rent Commencement Date:</p> <ul style="list-style-type: none"> As per the RFP rent shall commence from the 31st day after the Notice to Proceed and it is mandatory to obtain local body clearances before starting the work. Since obtaining local body clearances is a lengthy process, therefore it is requested to provide relaxation in the rent commencement date subject to municipal clearances. | <p>Clause No. 4.2 (xxxix) & Clause No. 4.8 (ii)</p> | <ul style="list-style-type: none"> As per the requests of the prospective bidders, payment of lease rent shall commence from 46th day after the Notice to Proceed is issued by JMRC to give time to Agency / Agencies to obtain necessary Municipal Clearances. Accordingly, all relevant provisions of RFP stands modified. |

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| | <ul style="list-style-type: none"> Please clarify as to whether the rent would commence only once the NOC from Jaipur Municipal Corporation has been received and a period of 30 days has lapsed thereafter as there is no prescribed timeline of disposal of such Applications by the Municipalities; As MC clearance to be obtained from local bodies, this is a time consuming activity. Hence rent & all other conditions should come in effect after getting MC clearance from local Govt. bodies. | | <ul style="list-style-type: none"> It is further reiterated that construction of RTT is to be started only after obtaining necessary clearance and SACFA application ID. |
| 4. | At one place in the document it is mentioned that the demand draft be deposited in favor of "Jaipur Metro Rail Corporation" but at other place it is mentioned as "Jaipur Metro Rail Corporation Limited". Kindly clarify the complete name/title against which the payment has to be remitted | Clause 3.4 (ii) & Clause 3.9 (ii) (a) | The payment can be remitted in any of the names / titles mentioned in the RFP. |
| 5. | <ul style="list-style-type: none"> Please clarify whether we need to deposit it completely filled undertaking and other annexures as mentioned in Clause 1.3(ii) in the tender document itself AND/OR in addition on letter head of the company. Please clarify whether we need to provide all the referred undertaking, declaration & acceptance of terms & conditions by signing tender document itself or need to deposit the same on letter head in addition to duly signed tender document. | Clause 1.3 (ii) & Annexure-I | <p>a) All pages of RFP document along with clarification, corrigendum, addendum if any, issued by JMRC, in relation to this RFP are to be signed and submitted in technical bid.</p> <p>b) All pages of Annexures except Financial Bid (Annexure VII) and BG format for Bid Security (Annexure VIII) should be duly filled and signed by the bidder. BG (if opted) for Bid Security in the required format (Annexure VIII) is to be submitted as part of technical bid.</p> <p>c) Prices should only be quoted in financial bid and to be submitted in</p> |

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| | | | separate sealed envelope named as Financial Bid. |
| 6. | With reference to Clause 1.3(iii) we understand that a) bidder need to have an existing contract with other Mobile Operators for sharing bidder's owned sites; b) these RTT's should be under the ownership of the bidder and be shared with two other mobile operators and, c) the two different types of wireless technologies should belong to two different operators at the same RTT and be operational at the time of bidding. Pls clarify if our understanding is correct; | Clause 1.3 (iii) | <ul style="list-style-type: none"> The bidder should have at least 25 Roof Top Towers (RTTs) sites installed and operated within Rajasthan. Out of these 25 RTTs, 10 RTTs should be within Jaipur. Out of these 10 RTTs in Jaipur, at least 5 RTTs, should have been shared by two Mobile Operators or two wireless technologies. A list of such sites as mentioned in eligibility criteria is to be provided in Technical Bid. |
| 7. | As per our interpretation, the term "Conflict of Interest" pertains only to the relation between JMRC and the bidder. Please clarify; | Clause 4.11 (iii)(d) | Yes, Agreed. |
| 8. | <ul style="list-style-type: none"> With respect to the NOCs from Jaipur Municipal Corporation in consonance with Mobile Tower By-Laws of 2012, it may please be clarified as to whether JMRC will initiate a communication with Jaipur Municipal Corporation for obtaining their concurrence on expeditious disposal of applications of prospective winners after the prospective winners deposit the complete mandatory documents along with the prescribed fee for expeditious disposal of their Application for obtaining NOC from Jaipur Municipal Corporation. This bears reference to the fact that NOCs from Municipal Corporations are difficult to obtain and the delay might hamper the roll out of the proposed site; | Clause xxxix 4.2 | <ul style="list-style-type: none"> a) JMRC will provide documentation support relating to JMRC sites for getting local bodies/ Statutory clearance. b) JMRC shall extend its help wherever possible with relation to site(s). However, it is the sole responsibility of the Agency to arrange clearance from local bodies/ Statutory bodies. |

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| | <ul style="list-style-type: none"> JMRC will provide MCNOC for tower Installation, if NO then what help will provide JMRC to us for getting MCNOC | | |
| 9. | It has been mentioned in the RFP that 2 sites per Metro Station have been identified for which bidding is open. However, in the Pre-Bid Meeting conducted today, it was mentioned that as of now JMRC will proceed with allotting only One site per Metro Station. Has this been formally communicated? If yes, we request you to share the relevant document in this regard. | Note 1 & 2 of Clause 3.5 | <p>It is to be noted as also clearly mentioned in the RFP Document that:</p> <p>a) A Bidder can bid for one RTT space each at any one or more stations as listed in the RFP.</p> <p>b) At one station, Bidder can bid for RTT on either side of station as per its technical suitability/ choice. The bid submitted by same bidder for second RTT space of same station shall not be considered. Hence only one RTT space shall finally leased on each station either side of the entry/exit to successful bidder.</p> <p>c) It is further clarified that the Agency can install only one Roof Top Tower at one leased RTT space and installation of additional pole(s) / tower(s) is not permitted on the same RTT space.</p> |
| 10 | Bid cost, EMD & Security deposit should be exempted for BSNL being a Central Govt. PSU. | | <p>Bid Security and performance security are exempted for undertakings of the Central Government as per Rule 42(3) and 75 (1) respectively, of the RTPPR. In lieu of these declaration(s) shall be taken from such undertakings.</p> <p>However, bid cost and installation Security are not</p> |

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| | | | exempted hence must be deposited by all the bidders. |
| 11 | <ul style="list-style-type: none"> If any issue arise after lease agreement due. public complaints, court orders or Govt. orders and due to this site is not installed / commissioned, in that case EMD / SD should be refunded and agreement should be terminated. What will happen, If MC not provided NOC to successful bidder for tower Installation. | | <p>It is further clarified that:</p> <p>a) Payment of lease rent will invariably start from 46th day of issue of NTP.</p> <p>b) In case of any such issue of public complaints, court orders or Govt. orders etc., the Agency can initiate process of termination of contract as per amended clause 4.10 of RFP given below.</p> |
| 12 | Earthing will be provided by JMRC or IP has to build new earthing. | | Agency has to arrange separate earthing and JMRC shall facilitate by arranging space at ground level for earthing. |

Further, clause 4.10 of the RFP is substituted after amendment as below:

“4.10 TERMINATION OF CONTRACT AGREEMENT

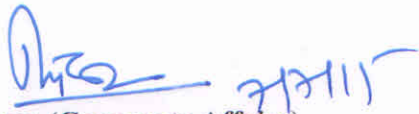
- i. JMRC reserves the right to terminate the Agreement by giving 3 (three) months advance notice in writing to the Agency, without assigning any reason thereof. During the notice period Agency will continue to provide services to mobile operators so as to provide seamless transition to a new agency appointed for the purpose. On the termination of the contract, the Agency shall pay to the JMRC rent for the notice period. In this instance, the interest free security deposit and advance charges like lease rent paid shall be refunded to the Agency after adjusting the lease rent upto date of termination of agreement and any other dues, provided that the agency has vacated the site and removed all the equipments and installations on or before the date of termination.
- ii. The Agency shall also have the right to terminate the Agreement during the term by giving three (3) month's notice in writing of its intentions. On the termination of the contract, the Agency shall pay to the JMRC rent for the notice period. In this instance, the interest free security deposit and advance charges like lease rent paid shall be refunded to the Agency after adjusting the lease rent upto date of termination of agreement and any other dues, provided that the agency has vacated the site and removed all the equipments and installations on or before the date of termination.
- iii. Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:

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- a. Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.
- b. Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
- c. Each party shall not use each other's name, trademark, brand name, logo, etc. in any audio or visual form after termination of this Contract.
- d. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract."

These Clarification/ modifications will be the integral part of the RFP document issued by JMRC for LEASING OUT SPACES FOR INSTALLATION OF TELECOM TOWERS AT EIGHT JAIPUR METRO STATIONS. The Bidders shall submit a signed copy of these clarifications in the Technical bid envelope.



Director (Corporate Affairs)
Jaipur Metro Rail Corporation, Jaipur