

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED (A Government of Maharashtra PSU) 4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra-Kurla Complex, Bandra East, Mumbai 400051 https://mahatenders.gov.in . www.mmmocl.co.in	
E-Tender Notice	
Maha Mumbai Metro Operation Corporation Limited (MMMOCL) invites open e-Tenders from eligible Bidding Entities for the following work:	
Licensing of OFC Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2A & 7	
License Period	15 Years
Bid Document Fee	Rs. 5,000 + GST (non-refundable)
Bid Security (EMD)	Rs. 5,00,000/- (refundable for unsuccessful bidders)
Sale of Tender Document	From 10-Oct-2023, 17:00 hours to 21-Nov-2023, 17:00 hours on e-tendering portal https://mahatenders.gov.in
Last Date & Time of Submission	21-Nov-2023, 12:00 PM
Date & Time of Opening of Envelope A & B	22-Nov-2023, 12:00 PM

Bidding Entities to note that tender is being invited through e-procurement. Tender documents can be obtained online from MMRDA e-Tendering Portal: <https://mahatenders.gov.in>. For detailed information and subsequent Addendum/ Corrigendum (if any), please log on to above e-Tendering Portal.

For any additional information & help for uploading & downloading the e-Tender, please contact MMRDA's e-tendering service desk at the following address: support-eproc@nic.in or call on **0120-4001002/005**.

In case of any query/ clarifications, Bidding Entities are requested to contact Shri Prashant Visoriya, Manager (Commercial) at email: mgco@mmmocl.co.in

Date: Oct 10, 2023

Place: Mumbai

Sd/-

Director (Finance), MMOCL

Signature Not Verified

Digitally signed by PRASHANT VISORIYA
Date: 2023.10.10 17:31:08 IST
Location: Maharashtra-MH



**Maha
Mumbai
Metro**
Operation Corporation

**REQUEST FOR PROPOSAL FOR
LICENSING OF OFC INSTALLATION & OPERATIONS RIGHTS
FOR COMMERCIAL USE
AT MUMBAI METRO LINES 2A & 7**

**e-Tender No. MMMOCL/NFBR/RFP/05
10-Oct-2023**

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)
4th Floor, NAMTTTRI Building, Adjoining New MMRDA Building,
Bandra Kurla Complex, Bandra East, Mumbai 400051
<https://mahatenders.gov.in>, www.mmmocl.co.in

Disclaimer

All information provided as a part of this Request for Proposal (RFP) to the prospective Bidding Entities by Maha Mumbai Metro Operation Corporation Limited (MMMOCL) is subject to the terms and conditions as laid down in this document. The objective of this RFP is to provide information to the interested entities about the commercial opportunity and to facilitate their application for the same. MMOCL makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. MMOCL may, at their absolute discretion, and without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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Notice Inviting Bids

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Sd/-
Director (Finance), MMOCL

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1. Definitions

Term	Definition
Authority / Licensor	Maha Mumbai Metro Operation Corporation Ltd (MMMOCL) jointly and severally referred to as Authority / Licensor
Mumbai Metro Line 2A & 7	Fully elevated metro lines – Line 2A: Andheri West – Dahisar East Line 7: Dahisar East – Andheri East
Commissioning of Metro	Date from which commercial operations of station is commenced (Phase 1 commissioned in Apr'2022, Phase 2 commissioned in Jan'2023)
RFP	Request for Proposal also referred to as Tender Document
Corrigendum	Amendment to the RFP
Bidding Entity	Interested parties submitting Proposals towards this RFP
Proposal	Submissions by the Bidding Entity towards this RFP
Bid / Financial Bid	Financial quote(s) submitted by the Bidding Entities for the stations listed as per the inventory schedule
License	Rights to install and operate Optic Fibre Cables along the viaduct of Mumbai Metro Lines 2A & 7
Licensee / Selected Entity	Selected Bidding Entity
License Agreement	Contract between Licensee and Licensor wherein Licensor grants rights to Licensee at Mumbai Metro Lines 2A and 7 to install & operate Optic Fibre Cables along the viaduct
License Period	Period for which the License is granted
Lock-in Period	Period for which the Licensee cannot terminate the License
License Fee	Consideration for grant of License to be paid for the License for OFC installation & operations rights
Escalation	% increase in License Fee / other charges applied per annum
Performance Security	Interest-Free Bank Guarantee or Demand Draft or Bankers Cheque furnished by the Licensee as security deposit against non-performance of Licensee's obligations

Term	Definition
Net Worth	Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation
Gross Revenue	Total revenue earned by a business in a financial year
Commencement Date	Date of commencement of License Agreement as defined in RFP document

2. Letter of Invitation

Tender No: MMMOCL/NFBR/RFP/05

Sub: Letter of Invitation (LOI) for 'Request for Proposal (RFP) from interested entities for licensing of OFC Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2A & 7'

Dear Sir / Madam,

Maha Mumbai Metro Operation Corporation Limited (MMMOCL), a Government of Maharashtra Public Sector Undertaking (PSU), is in charge of operating and maintenance of the 35 km Mumbai Metro Lines 2A & 7 comprising of 30 fully elevated stations.

The purpose of this RFP is to select Licensees for Licensing of Optic Fibre Cable (OFC) Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2A & 7. The eligibility criteria, commercial terms and other provisions have been detailed out under various sections of this RFP document. MMMOCL shall evaluate all bids received and award the License to the eligible Bidding Entity as per the outcome of MMMOCL bid evaluation detailed in this RFP.

The RFP document shall be available for free download on registration at the specified tender portal. As per the prescribed schedule, issue of response to queries and corrigendum, if required, will be issued leading to the submission of the proposals.

For further details, you may contact:

Prashant Visoriya, Manager (Commercial)

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)

4th Floor, NAMTTTRI Building, Adjoining New MMRDA Building,

Bandra Kurla Complex, Bandra East, Mumbai 400051

Phone: +91(22) 35001854

Email: mgco@mmmocl.co.in

Sincerely,

Sd/-

Director (Finance)

Oct 10, 2023 | Mumbai

3. Objective of this Tender

- 3.1 The Authority intends to monetize commercial potential of Line 2A & 7 which will act as a source of funds towards financing the project capital cost and / or operations cost.
- 3.2 The Authority has identified licensing of Optic Fibre Cable (OFC) installation & operations rights for commercial use at lines 2A & 7 as one of the revenue heads for Non-Fare Box Revenue (NFBR) generation.
- 3.3 The purpose of this RFP is to appoint Licensee(s) for licensing of OFC rights for commercial use at Mumbai Metro Line 2A & 7.
- 3.4 Cable Tray / J-Hangar space is available for OFC installation along the viaduct on License basis across the 35-km corridor on Line 2A and 7.
- 3.5 Given that over 330 km of Mumbai Metro network is envisaged as a part of the masterplan, and the metro stations being developed at other cities across India, the magnitude of the opportunity over the coming 5-10 years is extremely large.
- 3.6 In this reference, the Authority invites Bids from interested OFC leasing companies and other qualified and interested parties for availing OFC installation & operations rights on License basis.

4. Tender Summary

Item	Description
Tender No.	MMMOCL/NFBR/RFP/05
Tender Name	Licensing of OFC Installation & Operations Rights at Mumbai Metro Line 2A & 7
Tender Issue	Oct 10 2023
Document Fee	INR 5,000/- plus 18% GST - Non-refundable
Bid Security (EMD)	INR 5,00,000/- Refundable
Contact Person	Prashant Visoriya, Manager (Commercial) Maha Mumbai Metro Operation Corp Ltd (MMMOCL) 4th Floor, NAMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051 Phone: +91.22.35001854 Email: mgco@mmmocl.co.in

SN	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
1	Tender Authorization & Publishing	-----	10-Oct2023 05:00 PM	-----
2	-----	Tender Document Download	10-Oct-2023 05:00 PM	21-Nov-2023 5:00 PM
3	-----	Receipt of Pre-Bid Queries	-----	17-Oct-2023 12:00 PM
4	-----	Pre Bid Meeting	18-Oct-2023 04:00 PM	-----
5	-----	Reply to Queries by the Authority	-----	25-Oct-2023 06:00 PM
6	-----	Bid Preparation & Submission	10-Oct-2023 05:00 PM	21-Nov-2023 5:00 PM
7	Tender Closing	-----	21-Nov-2023 5:01 PM	21-Nov-2023 6:00 PM
8	-----	Online Control Transfer of Bid	21-Nov-2023 6:01 PM	22-Nov-2023 10:00 AM
9	Opening Envelope A – Tender Fees, EMD	-----	22-Nov-2023 12:00 PM	-----
10	Opening Envelope B – Technical Bid	-----	22-Nov-2023 12:00 PM	-----

Dates for Financial Bid opening shall be communicated to the Bidding Entities by the Authority.

5. About Mumbai Metro Line 2A & 7

5.1 Overview

5.1.1 Maha Mumbai Metro Operation Corp Ltd (MMMOCL) is a Government of Maharashtra Public Sector Undertaking (PSU), is in charge of operating and maintenance of the 35 km Mumbai Metro Lines 2A & 7 comprising of 30 fully elevated stations. Line 2A & 7 forms an integral part of the Mumbai Metro Master Plan as it provides unprecedented connectivity to Mumbai's business districts as well as major transport hubs in the city.

5.1.2 Mumbai Metro Line 2A

- Metro Line 2A from Andheri West to Dahisar East is 18.6 km long elevated corridor with 17 stations.
- Metro Line 2A shall provide connectivity for the western and northern suburbs of Mumbai along Link Road on the western side of the suburban railway line.

5.1.3 Mumbai Metro Line 7

- Metro Line 7 from Dahisar East to Andheri East is 16.5 km long elevated corridor with 13 stations.
- Metro Line 7 shall provide connectivity for the western and northern suburbs of Mumbai along Western Express Highway on the eastern side of the suburban railway line.

5.1.4 Project Schedule

- In the first phase, ~20 km of the stretch from Dahanukarwadi to Dahisar East on line 2A and Dahisar East to Aarey on line 7 has been commissioned in Apr'2022 and rest of the stretch was commissioned in Jan'2023, however, the viaduct for the entire stretch is in place for OFC installation.

Line	Stations	Km	Alignment	Alongside Road
Line 2A	17	18.6	Andheri West to Dahisar East	Link Road
Line 7	13	16.5	Dahisar East to Andheri East	Western Express Highway
Total	30	35		

5.2 Mumbai Metro Master Plan



Line 2A

Line 7

5.3 Alignment of the Metro Lines 2A & 7



5.4 Interchanges

5.4.1 Line 2A shall have interchange/proximity with –

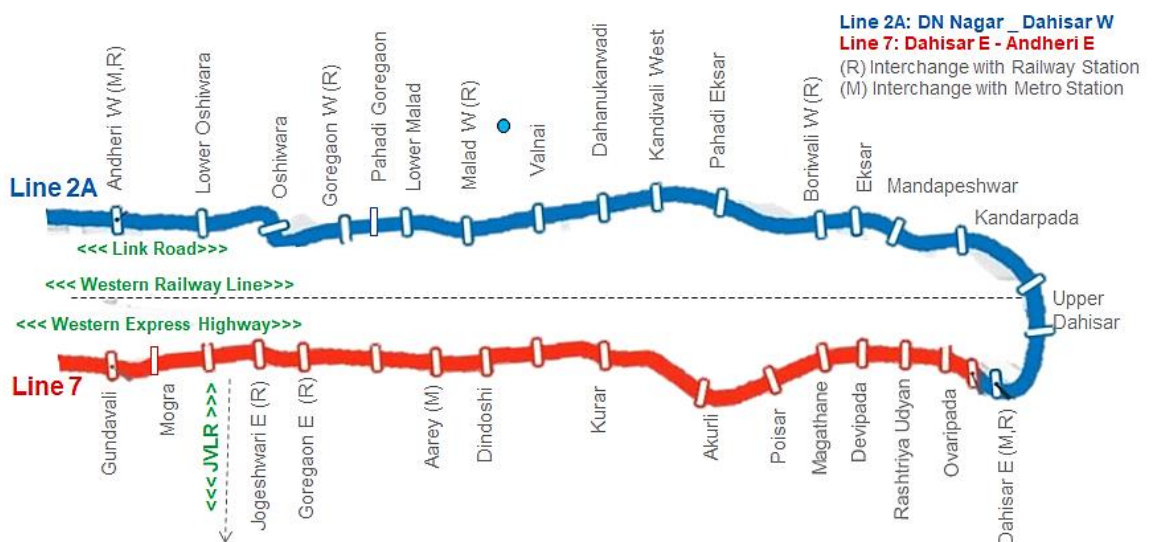
- Existing Metro Line 1 (Ghatkopar to Versova) at Andheri West
- Upcoming Metro Line 7 (Dahisar East to Andheri East) at Dahisar East
- Upcoming Metro Line 2B at Andheri West
- Metro Line 6 (Andheri West to Vikhroli) at Lower Oshiwara
- Upcoming Metro Line 9 from Dahisar East to Mira Bhayandar
- Suburban rail at Andheri, Jogeshwari, Goregaon, Malad, Kandivali, Borivali and Dahisar

5.4.2 Line 7 shall have interchange/proximity with –

- Existing Metro Line 1 (Ghatkopar to Versova) at Andheri East at Western Express Highway (WEH) station.
- Upcoming Metro Line 2A (Andheri West to Dahisar East) at Dahisar East and 7A from Andheri to CSIA
- Metro Line 6 (Andheri West to Vikhroli) at Jogeshwari East
- Suburban rail at Jogeshwari and Goregaon

5.4.3 These interchanges will allow seamless rapid access to all parts of the city.

Line 2A & 7 interchanges/proximity with other transport hubs



6. Corridor Alignment Details

6.1 Stations Lat-Long

SN	Line	Station Name	Latitude	Longitude
1	Line 2A	Andheri West	19° 7'42.94"N	72°49'51.87"E
2	Line 2A	Lower Oshiwara	19° 8'26.00"N	72°49'53.91"E
3	Line 2A	Oshiwara	19° 8'45.40"N	72°50'2.16"E
4	Line 2A	Goregaon West	19° 9'11.64"N	72°50'8.15"E
5	Line 2A	Pahadi Goregaon	19° 9'43.75"N	72°50'5.20"E
6	Line 2A	Lower Malad	19°10'21.85"N	72°50'10.70"E
7	Line 2A	Malad West	19°11'6.41"N	72°50'8.87"E
8	Line 2A	Valnai	19°11'48.16"N	72°50'1.54"E
9	Line 2A	Dahanukarwadi	19°12'21.47"N	72°50'4.97"E
10	Line 2A	Kandivali West	19°12'49.74"N	72°50'13.88"E
11	Line 2A	Pahadi Eksar	19°13'21.81"N	72°50'27.18"E
12	Line 2A	Borivali West	19°13'52.70"N	72°50'26.98"E
13	Line 2A	Eksar	19°14'24.77"N	72°50'36.03"E
14	Line 2A	Mandapeshwar	19°14'57.62"N	72°50'44.28"E
15	Line 2A	Kandarpada	19°15'23.34"N	72°51'1.82"E
16	Line 2A	Upper Dahisar	19°15'25.80"N	72°51'57.61"E
17	Line 2A	Dahisar East	19°15'3.79"N	72°52'0.93"E
18	Line 7	Ovaripada	19°14'35.46"N	72°51'50.97"E
19	Line 7	Rashtriya Udyaan	19°14'4.52"N	72°51'47.15"E
20	Line 7	Devipada	19°13'27.06"N	72°51'51.11"E
21	Line 7	Magathane	19°13'1.24"N	72°52'0.18"E
22	Line 7	Poisar	19°12'13.29"N	72°51'47.83"E
23	Line 7	Akurli	19°11'53.01"N	72°51'38.14"E
24	Line 7	Kurar	19°11'13.52"N	72°51'30.28"E
25	Line 7	Dindoshi	19°10'46.40"N	72°51'29.56"E
26	Line 7	Aarey	19°10'9.45"N	72°51'31.32"E
27	Line 7	Goregaon East	19° 9'7.89"N	72°51'23.31"E
28	Line 7	Jogeshwari East	19° 8'34.29"N	72°51'18.24"E
29	Line 7	Mogra	19° 7'42.58"N	72°51'19.19"E
30	Line 7	Gundavali	19° 6'55.72"N	72°51'18.94"E

6.2 Indicative Images of the Viaduct



6.3 Stations Design & Cross-Section

- i. The metro stations are typically designed over two levels overground - concourse and platform.
- ii. Concourse level is typically located 7 metres above ground level and serves as the place where commuters shall arrive after taking the escalator / elevator or stairs from the ground level.
- iii. The platform is typically located 16 metres above ground level and is typically 185 meters long and 24 meters wide and is planned with the track in the centre and platform on either side.

Typical Station Cross Section

Level Zero	Ground level (at-grade) which will have station entry / exits
Level One	Concourse level which will have the ticketing area and the access points to go to the platform
Level Two	Platform level from where passengers can board the metro

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7. Scope of the License

7.1 Licensee shall be responsible for the following activities:

- i. The Licensee shall utilize the Cable Tray / J-Hanger space nominated/specified by the Licensor along the viaduct for installation and operation of optic fibre cables only for provision and enhancement of broadband connectivity at and around selected metro stations
- ii. The cable/ducts will be marked with the initials of the Licensee every 20 meters on J-hanger location.
- iii. The Licensee shall ensure that the cable/duct is well maintained and does not infringe train movement and other installations at any time.
- iv. Installation will be undertaken only during non-operational hours as per track access made available (safety guidelines of the Authority are to be followed); it is not permitted to take the OFC to the concourse or platform
- v. Being an exclusive License, MMMOCL shall not give any OFCs on License basis to any other entity for commercial use.
- vi. During operation/maintenance, access will be provided by the Authority to authorized people of the Bidding Entity as per the availability of the site
- vii. For fiber cable splicing space for joint closure/cable Loops will be provided by the Authority
- viii. Submit the design/ layout of the location of placement of equipment along with other relevant details, which the Authority shall evaluate with respect to structural stability, operational feasibility, safety and security and aesthetics
- ix. Submit revised plan for approval if the Authority raises any objections to the submitted plan, and seek approvals from Authority for all further modifications/ revisions in plan
- x. Procurement, fabrication, installation and erection of equipment at its own cost within the licensed spaces at the edges of the platform only; all the structures and spaces to be restored to original condition after the installation

- xi. Obtain all approvals, permits, etc. from all relevant authorities including different tiers of government, statutory, local, civic authorities, Department of Telecommunications (DoT) Govt. of India, TRAI, legal, statutory, etc. at its own cost as per the applicable laws for operation of business
- xii. Appoint an authorized representative to interact with the Authority representative for matters related to this License
- xiii. Operate, manage and maintain the licensed areas and equipment
- xiv. Comply with all statutory requirements in connection with License Agreement
- xv. Ensure regular and timely payments of all amounts due to Authority and discharge all obligations as per License Agreement
- xvi. Payment of all applicable statutory taxes, local levies, stamp duty, etc. as and when due and the onus of payment of these taxes shall be on the Licensee

8. Eligibility Criteria

- 8.1 The Bidding Entity should be a company incorporated under the Companies Act 1956 / 2013 or any other legal entity as per Indian law.
- 8.2 Bidding Entity should have minimum experience in managing similar business as specified in the Key Commercial Terms.
- 8.3 Bidding Entity should have minimum Average Annual Turnover and Net Worth as specified in the Key Commercial Terms.
- 8.4 Consortium or Joint Ventures (JV) participation has been detailed in Key Commercial Terms.
- 8.5 Financial eligibility of the Bidding Entity, or its immediate / ultimate parent entity, holding a controlling majority stake in the Bidding Entity, shall be considered.
- 8.6 In all such cases where the Bidding Entity submits the financials of its holding entity, the Bidding Entity shall submit such parent's audited financial statements and the shareholding details of the Bidding Entity.
- 8.7 Bidding Entity or any of its immediate / ultimate parent entity should not have been debarred from participating in tenders with any of the following authorities:
 - i. MMMOCL or any other Metro / Railway Organization in India
 - ii. Any Planning Authority in Maharashtra including MMRDA, MCGM, etc.
 - iii. Any Central or State Ministry or Department in India
 - iv. The Bidding Entity shall make this declaration in its Application Letter as per the prescribed format
 - v. In case at a subsequent date, the successful Bidding Entity is found to be debarred, Authority shall have full rights to terminate the License or disqualify for this License as applicable. In such cases, Bid Security / Performance Security furnished by the Bidding Entity / Licensee shall be forfeited.

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Key Terms	Description	Documentary Proof Acceptable
Technical Eligibility Criteria	<ul style="list-style-type: none"> Minimum 3 years of experience in in India involving leasing of OFC / telecom infrastructure for commercial use Experience of projects involving OFC / telecom related installation at any government / semi-government related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least – <ul style="list-style-type: none"> 1 project of Rs 30 Cr 2 projects of at least 15 Cr each 3 projects of at least Rs 10 Cr each 	<ul style="list-style-type: none"> For companies incorporated in India, Certificate of Incorporation/ Registration under Companies Act 1956 / 2013 or Partnership Firm registered under the LLP Act Documentary evidence proving that Bidder is registered with Department of Telecommunication, Govt of India as authorised infrastructure provider in IP-1 category Contract / work order along with certificate of satisfactory performance from the relevant client / Authority towards the technical criteria mentioned specifying the Contract Value which is interpreted as the NPV of all revenue payable to the Authority over the License Period with discount rate at 10% Company presentation with an overview of the organization and its businesses
Financial Eligibility Criteria	<ul style="list-style-type: none"> Minimum average annual turnover of Rs 35 Crore in the preceding three financial years AND Positive net worth as of March 31st of the preceding Financial Year 	<ul style="list-style-type: none"> Audited financial statements for preceding three financial years from the date of Proposal For the purposes of this RFP– “Turnover” shall mean Gross Revenue from telecommunication businesses of the Bidding Entity “Net Worth” shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation Bidding Entity shall produce Statutory Auditor / reputed Chartered Accountant certificate in the prescribed format
Consortium or Joint Ventures	<ul style="list-style-type: none"> Not permitted 	<ul style="list-style-type: none"> -

Key Terms	Description
Bid Parameter	<ul style="list-style-type: none"> • One-time Upfront License Fee in Rupees for each package • Bidders may bid for one or more packages
Bid Evaluation	<ul style="list-style-type: none"> • Bidder quoting the highest Financial Bid for any package shall normally be declared as the Selected Bidder for Award for that package • Authority reserves the right to not award the License for any package to the highest bidder as decided by the bid evaluation committee • In case of a tie where more than one Bidding Entity quotes the same value, the Bidding Entity which has higher Average Annual Turnover over the last 3 years shall be declared as the Selected Bidder • The Authority reserves the right to reject any / all bids and / or annul this RFP at any time for whatsoever reason
Bid Award	<ul style="list-style-type: none"> • Authority shall issue a Letter of Award (LoA) to the Selected Bidder within 1 week of opening the Financial Bid • The Selected Bidder is required to give its Acceptance to the LoA within 1 week of receipt of the LoA • Selected Bidder is required to furnish the Performance Security and execute the License Agreement within 30 days of Acceptance of LoA

9. Key Commercial Terms

Key Terms	Description
Agreement Type	<ul style="list-style-type: none"> License Agreement between Licensor (MMMOCL) and Licensee (Appointed Party)
License Type	<ul style="list-style-type: none"> Exclusive rights to install and operate Optic Fibre Cables for commercial use on Metro Lines 2A & 7 Telecom Tower and Small Cell Licensee's shall not be mandatorily required to procure OFC connectivity from the OFC Licensee, and they will be free to procure OFC connectivity from any OFC provider and such procurement shall not be deemed to be a breach of Exclusivity clause under this OFC License Agreement
License Period	<ul style="list-style-type: none"> 15 (fifteen) Years
Lock-In Period	<ul style="list-style-type: none"> 2 (two) Years
Notice Period	<ul style="list-style-type: none"> 6 (six) months notice for termination by Licensee after Lock-In Period; for e.g. if License Period starts on 1-Jan-2023 and Lock-in Period ends on 31-Dec-2024, then earliest Notice may be served on 1-Jul-2024
Acceptance of Letter of Award (LoA)	<ul style="list-style-type: none"> Within 7 days of issue of the LoA; acceptance by the authorized signatory of the bidder to be sent via email as well as original copy to MMOCL office
License Agreement Execution Date	<ul style="list-style-type: none"> Within 30 days of the acceptance of the Letter of Award (LoA) after furnishing the Performance Security as prescribed to be executed in duplicate on Rs 500 non-judicial stamp paper
Handover of Site by Authority	<ul style="list-style-type: none"> Within 7 (seven) days of execution of the License Agreement for installation of equipment
Pre-Commencement Period	<ul style="list-style-type: none"> 90 (Ninety) days from signing of the License Agreement

Key Terms	Description
Commencement Date of License	<ul style="list-style-type: none"> License Period shall start from the expiry of 90 days from signing of the License Agreement or earlier if the OFC installation is completed earlier
Sub-Licensing	<ul style="list-style-type: none"> Permitted after express written approval from MMMOCL Licensee can monetize the OFC rights through commercial contracts with interested parties
Costs involved	<ul style="list-style-type: none"> The Licensee shall be required to incur following costs during the License Term: <ul style="list-style-type: none"> OFC installation & operations cost Upfront License Fee, Annual Maintenance Charges and Performance Security Installation of electricity meters, electricity charges on actuals as applicable Cost of cabling, clamps, and all other material required for installation and operations Applicable taxes including GST and stamp duty Statutory levies as applicable Insurance Premium for equipment, if any
Electricity & Utilities	<ul style="list-style-type: none"> Separate meter shall be procured and installed by the Licensee in its own name based on the recommendation by the Authority of the Electricity Distribution Company (Discom) Licensee shall be responsible to co-ordinate all the power supply related arrangements Utility charges for electricity to be paid directly by the Licensee to the Discom within the prescribed due date Right of Way (ROW) shall be provided to lay optical fibre cable (OFC) and power cables along viaduct and station building area to connect equipment as per procedures of MMMOCL and using cables as per specifications of MMMOCL Any electricity or data cables shall be brought down to street level if required from the ducts available along the elevators Licensee shall be responsible to make provisions on its own for their earthing requirements.

	Description
Installation & Operations	<ul style="list-style-type: none"> • Licensee shall install their OFCs for commercial use in the 50 MM duct/ cable tray/ J-hanger as prescribed by MMMOCL • Licensee shall ensure strict adherence to Permit-to-work (PTW) process and safety guidelines of the Authority. • To deploy & maintain optic fiber cables along the viaduct, only one 50 MM duct will be permitted to be laid alongside only one of the tracks (north-south or south-north) on J-hangers / cable tray and same to be dropped to multiple points to ground levels using station body and piers. • Any branching of the cables is permitted only at the edges of the platforms • Selected Bidder shall submit a space requirement and installation plan for approval by the Authority
Packages	<ul style="list-style-type: none"> • Above inventory has been categorized into the following Packages for the Bidding Entities to bid for: <ol style="list-style-type: none"> 1. Package 1: Exclusive OFC Rights along Line 2A corridor 2. Package 2: Exclusive OFC Rights along Line 7 corridor 3. All of the above • Bidding Entity can apply for more than one Package
License Fee	<ul style="list-style-type: none"> • Shall be as per the quoted One-time Upfront License Fee for by the Selected Bidder at the time of the bid for the awarded packages • Additionally, there will be Annual Maintenance Charges (AMC) of Rs 12 lakh which will be escalated by 5% every year. • Taxes will be applicable on all the charges (Upfront License Fee, AMC and other charges) as per government norms • Bidder to note that 50 MM duct is being provided by the authority. Any additional duct requirement will be charged on pro-rata basis • In case of default by the bidder resulting in termination of the License, the amount paid to the authority will not be refunded.
Payment Terms	<ul style="list-style-type: none"> • Annual Maintenance Charges shall be payable annually in advance • First invoice of Upfront License Fee and AMC shall be raised within 7 days of signing of the agreement and is payable within 30 days of the issuance of invoice. • Further Invoice shall be raised by 5th of the month prior to each year and payable by 20th of the same month • In case of non-receipt of any invoice, Licensee shall collect the same from the office of the Authority • Licensee shall make payment of License Fee and Maintenance Charges by demand draft, banker's cheque or online banking modes in favour of MMMOCL, payable at Mumbai

Key Terms	Description
Performance Security	<ul style="list-style-type: none"> • Interest Free Performance Security (PS) to be furnished by the Licensee prior to the execution of the License Agreement • Up to Lock-In Period, PS shall be for an amount equal to 2 years Annual Maintenance Charges adjusted for escalation (with validity of 3 years in case of a Bank Guarantee) • Post expiry of the initial Bank Guarantee (BG), PS shall be for an amount equal to 6 months Annual Maintenance Charges adjusted for escalation (with validity of 1 year in case of a Bank Guarantee) • PS shall be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG) • The Licensee shall, 2 weeks prior to the expiry of the Performance Security, extend it by another 12 months and augment the BG / furnish additional Demand Draft equal to 6 months Annual Maintenance Charges of the subsequent year (adjusted for escalation) till the end of License Period • The Authority has the right to invoke the Performance Security in case of Event of Default or other such situations as described under various sections in this RFP

10. E-Tender Guidelines

- 10.1 The RFP Document is available for free download from the portal <https://mahatenders.gov.in> upon registration.
- 10.2 Those Bidding Entities not registered on the above-mentioned portal are required to get registered beforehand.
- 10.3 The e-tendering guidelines, system requirements, etc. are available on the tender portal.
- 10.4 Bidding Entities should have valid appropriate **CLASS-III SIGNING AND ENCRYPTION DIGITAL SIGNATURE CERTIFICATE (DSC)** obtained from any certifying authority; in case of requirement of DSC, Bidding Entities should go to <https://mahatenders.gov.in/nicgep/app?page=DSCInfo&service=page> and follow the procedure mentioned in the document procedure for application of DSC.
- 10.5 Procurement of DSC shall be initiated well before time to allow for procedural delays.
- 10.6 Further tender guidelines can be accessed at https://eprocure.gov.in/cppp/hassle_free_bid_submission.pdf, <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>
- 10.7 For any e-tendering support, Bidding Entities shall email e-tendering helpdesk at support-eproc@nic.in or call helpdesk on 0120-4001002/005/6277787.
- 10.8 Bidding Entities should make the EMD payment at least 48 hours prior to submission as it may take up to T + 2 days for the payment to reflect on the portal.
- 10.9 Bidding Entity is advised to prepare and submit the bid well before time to avoid last minute technical issues and challenges.

11. Submission of Proposals

- 11.1 The Authority will timely provide, at no cost to the Bidding Entities, relevant information required for the preparation of the Bidding Entity Proposal.
- 11.2 The Bidding Entity shall bear all costs associated with the preparation and submission of its Proposal and subsequent negotiations, and the Authority shall not be liable for those costs, regardless of the conduct or outcome of the selection process.
- 11.3 The information published in the RFP document will form the basis for evaluation for the Bidding Entities. The Bidding Entities shall participate in the tender as per the instructions given in this RFP document. The Proposal shall comprise all the documents and forms listed in the submission guidelines.
- 11.4 The Proposal and all the related correspondence and documents shall be written in English language only. RFP shall be submitted online on the prescribed e-tendering portal as per the prescribed guidelines.
- 11.5 Bidding Entities are encouraged to visit the site before making the final submission to have a better understanding of the Proposal. It shall be the responsibility of the Bidding Entity to ensure that its Proposal is submitted to the Authority before the submission deadline. The Authority will not be responsible for delay or non-receipt of Proposal.
- 11.6 If the cost of the Tender Document and Tender Processing Fee is not paid online before submission, the Proposal shall be rejected summarily.
- 11.7 Proposals shall be signed by the Authorized Signatory of the Bidding Entity.
- 11.8 To meet the Eligibility Requirement, the Bidding Entities have to upload the duly filled up Application Form along with the requisite documents in the technical section of the tender portal.
- 11.9 The Financial Bid should be prepared using the prescribed excel format in the financial section of the tender portal.
- 11.10 Bidding Entity can submit only one Financial Bid per unit. More than one bid for a station from same Bidding Entity will be summarily rejected.
- 11.11 The Financial Bid should be submitted clearly indicating the bid input values in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be considered.

11.12 Bids shall be submitted online on the e-tendering portal in 'three electronic envelopes system' within prescribed schedule.

i. **e-Envelope A:** Bidding Entity shall upload scanned copies of the following:

- Receipt of Tender Document Fees
- Receipt of Tender Processing Fees / Earnest Money Deposit (EMD)

These payment can be made using two modes:

- Online payment gateway - Debit Card / Credit Card / Net-Banking
- RTGS / NEFT mode using the System Generated Unique Challan (Account No for EMD transaction for this particular RFP shall be mentioned in the Challan)

ii. **e-Envelope B (Technical Bid):** Bidding Entity shall upload scanned copies of the following:

- Signed and stamped Application Letter
- Power of Attorney in favour of authorised signatory
- Company Incorporation Certificate
- Chartered Accountant certificate along with self-attested with seal audited financial statements for the preceding financial years as prescribed in the Eligibility Criteria
- Indemnity Bond
- Solvency Certificate issued by a Bank
- Self-attested with seal tender documents – RFP, response to queries, corrigendum with full signature & seal on first and last page and initials on all other pages
- Documentary evidence authenticating that Bidder is registered with Department of Telecommunication, Govt of India as authorised infrastructure provider in IP-1 category
- Self-certified copy of contract for installation done at transportation site
- Company presentation with an overview of the organization and its businesses
- All documents to be self certified by the authorized signatory

iii. **e-Envelope C (Financial Bid):** Bidding Entity shall upload the following:

- Financial Bid in prescribed excel format

12. Opening & Evaluation of Proposals

- 12.1 The Authority's tender evaluation committee shall first open Envelope A.
- 12.2 The Authority's tender evaluation committee shall then open the Technical Proposal (Envelope B) for all Proposals with valid receipt for Tender Document and Processing Fees.
- 12.3 All Technical Proposals that meet the Eligibility Criteria shall be eligible for opening of their Financial Proposal (Envelope C).
- 12.4 Conditional Proposals shall be rejected outright by the Authority.
- 12.5 The Authority shall notify all Bidding Entities regarding the opening of the Technical and Financial Proposal via bid portal.
- 12.6 The Authority shall evaluate all bids received and award the License to the eligible Bidding Entity as per the outcome of the bid evaluation detailed in this RFP.
- 12.7 Further, in the event of the Selected Entity withdrawing its Bid or not being selected for any reason in the first instance for the License, the Authority without being under any obligation to do so, may at its sole discretion, blacklist the Selected Entity which has withdrawn its Bid and either invite the next highest Bidding Entity for the License, and if necessary, match the Bid of the aforesaid Selected Entity or annul the RFP process as deemed appropriate by the Authority.
- 12.8 The Authority reserves the right to reject any/all Bids including the highest Bid or withdraw the Tender at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidding Entity or any obligation upon the Authority.
- 12.9 The Bidding Entity hereby voluntarily and unequivocally agrees that the Authority shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidding Entity shall not seek any claims, damages, compensation or any other consideration whatsoever on this account, from the Authority.
- 12.10 Penal Action:
 - i. If the Bidding Entity after submitting the Bid withdraws or varies it within the validity period, the Bidding Entity shall be liable to be banned for bid participation in future from the Authority for a period of 5 (five) years that shall be reckoned from the date of withdrawing or varying the bid.

- ii. The Bidding Entity after award of contract shall perform the License Agreement with due diligence of the terms and conditions put to Bid, failing which it shall be construed upon as the Bidding Entity has defaulted in honoring contractual obligations and the defaulting Bidding Entity after termination of the License Agreement shall thus be liable for penal action so as to debar the defaulting Bidding Entity from having dealing with the Authority either permanently or for the period as shall be decided by the Authority.
- iii. The penal action shall be without prejudice to the rights and remedies available to the Authority and also be in addition to the action to be instituted against the defaulting Bidding Entity under other terms and conditions of the License Agreement.

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13. Other Terms and Conditions

13.1 Proposal Validity

- 13.1.1 Proposals must remain valid for 180 days from the last date of Proposal submission as per this RFP.
- 13.1.2 The Authority will make its best effort to complete the negotiations within the Proposal's validity period, however, should the need arise, the Authority may request, in writing, all Bidding Entities who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 13.1.3 If the Bidding Entity agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- 13.1.4 The Bidding Entity has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

13.2 RFP Clarifications / Corrigendum

- 13.2.1 The Bidding Entity may request a clarification of any part of the RFP. Any request for clarification must be sent via email to the email address mentioned in this document.
- 13.2.2 The Authority will respond via email to all Bidding Entities and if it deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
 - a. At any time before the Proposal submission deadline, the Authority may amend the RFP by issuing a Corrigendum and communicating the release of the same to the Bidding Entities via email. the Corrigendum shall be sent to all Bidding Entities and will be binding on them.
 - b. If the amendment is substantial, the Authority may extend the submission deadline to give the Bidding Entities reasonable time to take the amendment into account in their Proposals.
 - c. The Bidding Entity may submit a modified Proposal or a modification to any part of it at any time prior to the submission deadline. No modifications to the Proposal shall be accepted after the deadline.

13.3 Conflict of Interest

- 13.3.1 A Bidding Entity shall not have a Conflict of Interest that affects the Bid Process. Any Bidding Entity found to have such a Conflict of Interest shall be disqualified.
- 13.3.2 In the event of disqualification, the Authority shall appropriate the Bid Security (EMD) as damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidding Entity's Proposal, without prejudice to any other right or remedy that may be available to the Authority under this RFP or otherwise.
- 13.3.3 Without limiting the generality of the above, a Bidding Entity shall be deemed to have a Conflict of Interest affecting the bidding process, if:
- i. A constituent of Bidding Entity is also a constituent of another Bidding Entity.
 - ii. Bidding Entity, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidding Entity, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidding Entity, its Member or any Associate thereof.
 - iii. Bidding Entity has the same legal representative for purposes of this Bid as any other Bidding Entity.
 - iv. Such Bidding Entity, or any Associate thereof, has a relationship with another Bidding Entity, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence their Bids.
 - v. Such Bidding Entity or any Associate thereof has participated as a consultant/contractor to the Authority in the preparation of any documents regarding this RFP.

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13.4 Corrupt & Fraudulent Practices

- 13.4.1 The Bidding Entity and their personnel shall observe the highest standard of ethics during the tender process and must not indulge in any corrupt or fraudulent practice defined here under:
- i. 'Corrupt practice' is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
 - ii. 'Fraudulent practice' is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead a party to obtain financial or other benefit or to avoid an obligation.
 - iii. 'Collusive practices' is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
 - iv. 'Coercive practices' is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

13.5 Confidentiality

- 13.5.1 From the time the Proposals are opened to the time the License is awarded, the Bidding Entity should not contact the Authority on any matter related to its Proposal or Financial Bid.
- 13.5.2 Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidding Entities who submitted the Proposals or to any other party not officially concerned with the process, until the License is awarded.
- 13.5.3 Any attempt by Bidding Entities or anyone on behalf of the Bidding Entity to influence the Authority improperly in the evaluation of the Proposals or License award decisions may result in the rejection of its Proposal.
- 13.5.4 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of License award, if a Bidding Entity wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.

Annexure 1: Application Letter

< to be submitted on Bidding Entity's letterhead >

To,

Director (Finance)

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)
4th Floor, NAMTTTRI Building, Adjoining New MMRDA Building,
Bandra Kurla Complex, Bandra East, Mumbai 400051

Sub: Application towards RFP for Appointment of Licensee for Licensing of OFC Installation & Operations Rights at Mumbai Metro Lines 2A & 7

Sir,

Being duly authorized to represent and act for and on behalf of
(the 'Bidding Entity'), the undersigned hereby submits our Proposal for Appointment of Licensee for Licensing of OFC Installation & Operations Rights at Mumbai Metro Lines 2A & 7, according to the terms and conditions of this RFP. Our Technical and Financial Proposals have been uploaded in the prescribed format on the tender portal.

MMMOCL's representatives may contact the following for further information:

Name & Designation:

Phone & Email:

This application is made with full understanding that MMOCL reserves the right to reject or accept any / all bids and / or cancel the bidding process, for which MMOCL shall not be liable nor under any obligation to inform the Bidding Entity of the same.

We, the undersigned, declare the statements made and the information provided in our Proposal are complete and accurate. We confirm that we have read, understood and accepted the terms and conditions of this RFP. We agree to keep our offer valid for 180 days from the date of our submission. We undertake that we are not debarred by any of the central or state government bodies as listed in this RFP in terms of participation in any public tender.

Sincerely,

Name, Designation & Sign of authorized signatory:

Name & Seal of Bidding Entity:

Date & Place:

Enclosures:

SN	Document Checklist	Envelope	Uploaded on Tender Portal (tick)
1	Receipt for Tender Document Fees	A	
2	Receipt for Tender Processing Fees / EMD	A	
3	Application letter	B	
4	Space & Utility Requirements	B	
5	Statutory Auditor Certificate	B	
6	Power of Attorney or Board Resolution in favour of authorised signatory	B	
7	Indemnity Bond	B	
8	Solvency Certificate	B	
9	Company Incorporation Certificate	B	
10	Company Brochure	B	
11	Copy of contract of installation done at transportation site	B	
12	Registration proof with Department of Telecommunication, Govt of India, as authorised infrastructure provider in IP-1 category	B	
13	Self-attested with seal audited financial statements for preceding three financial years	B	
14	Self-attested with seal tender documents – RFP, response to queries, corrigendum with full signature & seal on first and last page and initials on all other pages	B	
15	Financial Bid in prescribed excel format	C	

Note: < not to be printed on the Application letter >

- i. Audited financial statements shall be submitted by the Bidding Entity for preceding three financial years.
- ii. All documents to be uploaded on the tender portal; no physical submission required
- iii. Audited financial statements and tender documents are required to be self-attested on the first and last page of the documents either through ink or digital signature, and all other pages have to be initialed by the Authorized Signatory

Annexure 2: Financial Bid Format

- Refer Financial Bid excel format enclosed

Package	Km	Alignment	Bid Parameter One-time Upfront License Fee in Rupees
Line 2A	18.6	Andheri West to Dahisar East	
Line 7	16.5	Dahisar East to Andheri East	
All of the above	35.1	Andheri West to Andheri East	

Annexure 3: Space & Utility Requirements

Please specify your requirements below –

Head	Specifications
Cable tray/ J-Hanger requirements for laying OFC	
Space required at stations if any for installation of equipment	
Electricity requirement in terms of connections, load, etc.	
Other requirements	

Annexure 4: Statutory Auditor Certificate

< on letter head of Statutory Auditor / reputed Chartered Accountant >

TO WHOMSOEVER IT MAY CONCERN

We, <name of the CA firm>, are statutory auditors of <name of firm>. This is to certify that the Turnover and Networth of <name of firm> is as follows –

Financial Year	Figures in Rs Cr
Year 1 Gross Revenue	
Year 2 Gross Revenue	
Year 3 Gross Revenue (preceding FY)	
Average of the above 3 years	
Networth as of 31-Mar pf preceding FY	

For,
Chartered Accountants
Membership Number

Authorized Signatory:

Date:

Note:

Figures in Rs Cr to be shown with two decimal points

Gross Turnover should be from Telecommunication business only

Gross Revenue for preceding three financial years from the date of submission of the Proposal

Net worth as of March 31st of the preceding Financial Year

Annexure 5: Power of Attorney

< to be submitted on non-judicial stamp paper of Rs 500 duly notarized >

Know all men by these presents, we, <name of firm and address of the registered office> do hereby constitute, nominate, appoint and authorise Mr. / Ms. <name of person> who is presently employed with us and holding the position of <designation> as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the “Licensing of Spaces for OFC Installation & Operations Rights at Mumbai Metro Lines 2A & 7” including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon grant thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS <date> DAY OF <month>, 2023.

For,
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised
Accepted
(Signature, name, designation and address of the Attorney)

Notes:

- 1) The Bidder shall submit a Power of Attorney or Company Board Resolution in favour of the authorized signatory which should specify that the signatory is authorized to submit bids on behalf of the Bidding Entity against tenders released.
- 2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 500 and duly notarised by a notary public.
- 3) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 4) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 6: Indemnity Bond

< to be submitted on non-judicial stamp paper of Rs 500 duly notarized >

This Indemnity is made and executed at on this [*] day of [*] 2023 by M/s [name of firm] represented by [name of representative], its [designation], having its administrative office at [*] hereinafter referred to as the “INDEMNIFIER – LICENSEE”,

IN FAVOUR OF Maha Mumbai Metro Operation Corporation Ltd (MMMOCL), hereinafter severally referred to as the “INDEMNIFIED – LICENSOR”,

The terms “INDEMNIFIER-LICENSEE” and the “INDEMNIFIED – LICENSOR” unless repugnant to the context shall mean and include legal representatives, successors, executors and administrators.

I hereby irrevocably agree to indemnify and protect MMOCL from and against all claims and proceedings, actions, suits, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omission by myself or by my representative or by my employees in the execution of the License Agreement. This indemnification obligation includes but is not limited to claims, damages, losses, damage-proceedings, charges and expenses attributable to -

- a. Sickness or disease or death or injury to any person, and
- b. Loss of, or damage to, or destruction of any property including consequential loss or use, and
- c. Loss or damage or costs arising from the carriage of materials of any subcontractor or any third-party

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to MMOCL without reference to actual loss or damage sustained and whether or not any damage shall have been sustained. The decision of MMOCL as to compensation claimed shall be final and binding.

IN WITNESS whereof, the Licensee have put their signatures in the presence of the witnesses.

(Name, signature, seal, date and address of Licensee)

Two Witnesses’ Signature Name and Address

Annexure 7: Solvency Certificate

< on the letterhead of the Bank >
< to be dated within 3 months of Bid submission >

This is to certify that M/s. has / have been maintaining a current account with us since Based on their dealings with us, to the best of our knowledge and information, they are solvent to the extent of Rs. (Rupees Only).

This certificate is issued at the specific request of the customer M/s

Authorised Signatory,

Date:

Seal

Annexure 8: Performance Bank Guarantee

< to be submitted on non-judicial stamp paper of Rs 500 duly notarized >
 < to be furnished after receipt of Approval from the Authority prior to signing of the License Agreement >

BANK GUARANTEE BOND TOWARDS PERFORMANCE SECURITY DEPOSIT

1. This Deed of Guarantee made this day of (month & year) between Bank of....., hereinafter called “the Bank”, on the one part, and Maha Mumbai Metro Operation Corporation (MMMOCL), hereinafter severally called “the Licensors”, on the other part.
2. Whereas the Licensors has granted the License for hereinafter called “the License”, to (Name of Licensee) hereinafter called “the Licensee”.
3. AND WHEREAS the Licensee is bound by the said License Agreement to submit to the Licensors a Performance Security for a total amount of (Amount in figures and words).
4. Now we, the Undersigned (Name of the Bank), being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Licensors the full amount of Rs. (Amount in figures and Words) as stated above.
5. After the Licensee has signed the aforementioned License Agreement with the Licensors, the Bank is engaged to pay the Licensors, any amount up to and inclusive of the aforementioned full amount upon written order from the Licensors to indemnify the Licensors for any liability of damage resulting from any defects or shortcomings of the Licensee or the debts he may have incurred to any parties involved in the Works/ Services under the License Agreement mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Licensors immediately on demand without delay and demur and without reference to the Licensee and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Licensee. The Bank shall pay to the Licensors any money so demanded notwithstanding any dispute/disputes raised by the Licensee in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. At any time during the period in which this Guarantee is still valid, if the Licensor agrees to grant a time extension to the Licensee or if the Licensee fails to complete the Works/ Services within the time of completion as stated in the License Agreement, or fails to discharge himself of the liability or damages or debts as stated under Point 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Licensor and at the cost of the Licensee.
7. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Licensee.
8. The neglect or forbearance of the Licensor in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured, or the giving of time by the Licensor for the payment hereof shall in no way relieve the Bank of its liability under this Deed.
9. The expressions “the Licensor”, “the Bank” and “the Licensee” hereinbefore used shall include their respective successors and assigns.
10. Notwithstanding anything contained herein:
 - i. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
 - ii. This Bank Guarantee shall be valid up to
 - iii. We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

In witness whereof I/We of the Bank have signed and sealed this Guarantee on the day of (month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature.....

Name

Contact

Witness 2

Signature.....

Name

Contact

Annexure 9: License Agreement

< To be executed on non-judicial Rs 500 stamp paper, stamped in accordance with the Stamp Act of the Government of Maharashtra >

This 'LICENSE AGREEMENT' is made on this _____ day of _____ two thousand twenty three between,

(1) Maha Mumbai Metro Operation Corporation Limited (MMMOCL), a company incorporated under the provisions of the Companies Act, 1956/2013, having its corporate office at 4th Floor, NAMTTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051, hereinafter also referred to as the 'LICENSOR' or the 'AUTHORITY', represented by _____ (name and designation of representing officer), MMOCL, which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees as part of the **First Part**,

(2) _____ (Name of the successful Bidding Entity), Company / Corporation / Trust incorporated / registered under the provisions of the _____ Act, _____ bearing registration number _____ and having its registered office at _____ represented by _____ (name and designation of representing officer) on the other part, hereinafter referred to as the 'LICENSEE', which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees as part of the **Second Part**.

WHEREAS,

The Licensor, with a view to augment its revenues through Non-Fare Revenue initiatives had invited proposals (via Request For Proposal no. MMMOCL/NFBR/RFP/05 dated [*], 2023 (the 'RFP') from interested parties for Licensing of OFC Installation & Operations Rights for commercial use at Mumbai Metro Lines 2A & 7. After evaluation of the bids, the Licensor has selected as the Licensee for package on "as is where is basis".

The Licensor has agreed to provide to the Licensee OFC installation & operations rights on payment of License Fee, Maintenance Charges and other specified utility charges as per the terms and conditions mentioned in this License Agreement. It is deemed necessary and expedient to enter into this License Agreement to record the terms and conditions of the said Agreement.

NOW THEREFORE,

In consideration of the mutual promise and consideration set out herein, the Licensor and the Licensee (hereinafter collectively called 'Parties') witness and hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this License Agreement:
 - i. The Letter of Acceptance (LOA) issued by the Licensor in favor of the successful Bidding Entity
 - ii. All the submission Proposals and documents made by the Licensee as part of the RFP submission
 - iii. Corrigendum to the RFP if issued by the Licensor
 - iv. RFP No. MMMOCL/NFBR/RFP/05 dated [*], 2023 in its entirety along with all its Annexures
2. In case of any conflict between the RFP (including any corrigendum and / or addendum thereof) and this License Agreement, the latter shall prevail insofar as the spirit of the RFP is not affected thereby.
3. The Licensee has furnished Interest Free Performance Security, a sum equal to _____ vide Bank Guarantee No. _____ dated _____ or via Demand Draft dated _____ drawn on _____ Bank in favour of Maha Mumbai Metro Operation Corporation Limited (MMMOCL) with a validity till _____ (date).

1. General Provisions

- 1.1 The Selected Bidder has been licensed OFC installation & operations rights for commercial use subject to the terms and conditions specified in the License Agreement in pursuant to the bidding process.
- 1.2 The subject spaces for the bidding shall be used only for the bona fide purpose of installation of OFC Equipment by the Bidder and Authority reserves the right to ensure that there is no violation of the same.
- 1.3 Activities undertaken in the licensed spaces should neither interfere with metro activities nor causes any inconvenience to metro commuters.
- 1.4 The Authority shall provide the Licensee with cable tray / J-Hangar space on “as is where is basis” without any structural fitment.
- 1.5 The Licensee shall install the OFC only along the viaduct of the metro line and shall not be permitted to take the OFC to the platform or concourse. Any branching of the cables is permitted only at the edges of the platforms.
- 1.6 The Licensee shall solely bear the cost of installation, operations, repair and maintenance of all equipment installed at the corridors.
- 1.7 All the structures and spaces shall be restored to original condition after the installation by the Licensee.
- 1.8 Licensee equipment shall include standards for all latest technology applicable.

2. License Period

- 2.1 The License Period shall start from the Date of Commencement as per Key Commercial Terms, unless otherwise terminated by the Authority or surrendered by the Licensee.
- 2.2 Lock-In Period within which the License cannot be terminated by the Licensee shall be as per the Key Commercial Terms from the Date of Commencement of the License Period.
- 2.3 The Licensee shall be provided sufficient pre-commencement period before commissioning of License to install fixtures. Time period to design and install the infrastructure prior to the commissioning shall not be considered as part of the License Period.

3. Licensee Fee

- 3.1 The Licensee shall, in consideration of the License granted by the Authority, pay to the Authority Licensee Fee and furnish Performance Security as detailed in the Key Commercial Terms.
- 3.2 The payment of the License Fee and Maintenance Charges to the Authority by the Licensee shall be completed by the Due Date as per Key Commercial Terms failing which interest at the rate of 12% per annum shall be charged for a period of 30 days and 18% per annum thereafter. After expiry of 30 days from Due Date, if the default still persists, the Authority shall have the right to terminate the License forthwith, for which the Authority shall issue a notice of intent to terminate the License or grant the Licensee further extension in case of exceptional circumstances subject to the Authority's assessment.
- 3.3 Bidder to note that 50 MM duct is being provided by the authority. Any additional duct requirement will be charged on pro-rata basis.

4. Performance Security

- 4.1 Prior to signing of the License Agreement, the Selected Entity shall furnish Interest Free Performance Security to the Authority as prescribed in the Key Commercial Terms within 30 days of receipt of approval from the Authority and prior to the signing of the License Agreement. It shall be an irrevocable Bank Guarantee (BG) issued by a Nationalized or a Scheduled Commercial Bank or Demand Draft / Bankers Cheque payable at branches of the said bank located in Mumbai.
- 4.2 In case the Licensee fails to furnish the prescribed BG/ Demand Draft from time to time, the Authority shall issue a notice with a 15-day cure period; if the Licensee still fails to furnish the BG/ Demand Draft within the cure period, then the Authority shall have the right to terminate the License and Licensee shall forfeit the License Fee and Maintenance Charges paid in advance.
- 4.3 In the event of failure, negligence or breach on the part of the Licensee in complying with all or any of the conditions of the License Agreement, in the opinion of the Authority, the Authority shall be entitled and be at liberty to terminate the License forthwith. The Authority shall have the right to invoke the Performance Security / recover outstanding dues as per the clauses mentioned in the License Agreement.
- 4.4 If the Licensee neglects or fails to do anything agreed as per the terms of the License Agreement, the Authority may serve a notice on the Licensee asking them to do things agreed upon as aforesaid, and on their neglect or failure to do so, cause the same to be done by the Authority and recover the costs thereof from the Licensee, by invoking the Performance Security, or through other means, without prejudice to any other right the Authority may have on account of such defaults.

5. Payment of Statutory Levies & Taxes

- 5.1 All statutory taxes including GST, municipal and other levies, as applicable to this License shall be borne by the Licensee directly or billed by the Authority to the Licensee, as the case may be, and shall be paid along with the License Fee and Maintenance Charges for onward remittance to the relevant government authorities.
- 5.2 It shall be the responsibility of the Licensee at all time during the License Period, in line with industry best practices for such businesses, to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the licensed spaces.
- 5.3 The Authority shall provide security at the metro corridors which will oversee all metro assets including OFC equipment of the Licensee. However, the Authority shall not be liable for any theft, loss or damage caused to the Licensee, on any account whatsoever, despite the security provided and the Authority.
- 5.4 Onus of registration of License Agreement and payment of applicable stamp duty post adjudication shall rest solely with the Licensee. Provisions of the Maharashtra Stamp Act shall apply.
- 5.5 Property tax / service charge if applicable for the OFC rights License, shall be paid by the Authority as per applicable rates of concerned municipal corporation / local authorities in advance. Subsequently, the aforementioned property tax/ service charge will be charged and recovered from the Licensee.
- 5.6 Direct taxes on respective income shall be borne by the respective Parties.

6. Applicable Regulations

- 6.1 The Licensee shall observe and adhere to all the relevant rules and regulations and other policies approved or any amendments thereto from time to time by the Authority / concerned competent authority.
- 6.2 Obtaining all approvals for conducting the business under this License shall be the sole responsibility of the Licensee, and the Authority shall not be liable or responsible for any of the act or omissions on the part of the Licensee.
- 6.3 The Authority shall facilitate sourcing of such approvals where required and feasible.

- 6.4 Licensee shall install and operate its equipment in the said premises after duly obtaining all necessary approvals from the Authority, permissions, licenses, approvals, permits, no objection certificates, etc. from the Municipal Corporation, Department of Telecommunications (DoT) Govt. of India, Telecom Regulatory Authority of India (TRAI), Telecom Enforcement and Resource Monitoring Cell (TERM) as applicable, and such other statutory and/ or local authorities as may be required under the law in force, at its own cost.
- 6.5 The Licensee shall ensure adherence to international quality standards as applicable to OFC Equipment at its own expense. The Licensee shall ensure strict compliance with rules & regulations laid down by Municipal Corporation / State Government / DoT from time to time.
- 6.6 The Licensee shall at all times adhere to all provisions of the Metro Railway (Operation and Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by the Authority.
- 6.7 The Licensee's attention is drawn to the Contract Labour (Regulation and Abolition) Act, 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. The Licensee shall comply with the provisions of the said Act and Rules framed there under.

7. Site Access

- 7.1 Access to the metro corridor for the purpose of installation of equipment and its maintenance shall be regulated by the office of the Director (Finance) and the Licensee is required to take necessary permissions in this regard as per the policy of the Authority. It is clarified that the permission to the Licensee shall not be unduly denied or delayed by the Authority.
- 7.2 Licensee shall ensure strict adherence to Permit-to-work (PTW) process and safety guidelines of the Authority.
- 7.3 Right of Way to the corridor shall be provided by the Authority to the Licensee as per pre-agreed schedule for installation, operations and maintenance. Non-intrusive O&M shall be permitted during non-peak hours, while intrusive O&M shall be permitted during non-operational hours (12 am to 5 am) barring emergency situations, where intrusive is interpreted as interfering with core station operations. Right of Way to access the Pillars for installation and O&M shall be provided to the Licensee by the Authority at all hours. However, the Licensee shall need to take other applicable local approvals to access the Pillars located on public roads.

- 7.4 Whenever the representative of the agency will visit the Viaduct for PM/CM of their cable, one staff of MMMOCL shall be deployed to ensure that no activities undertaken by agency affects the safety/security of MMMOCL assets and cables laid.

8. Utility Provisions

- 8.1 If required, separate meter shall be procured and installed by the Licensee in its own name based on the recommendation by the Authority of the Electricity Distribution Company (Discom). Utility charges for electricity to be paid directly by the Licensee to the Discom within the prescribed due date.
- 8.2 Any electricity or data cables shall be brought down to street level if required from the ducts available along the elevators.
- 8.3 Authority shall provide right of way to the Licensee to install optic fibre cables required and Authority shall accommodate provision for earthing required by the Licensee at no additional cost.

9. Fire Safety

- 9.1 All materials used, including electrical materials should be fire resistant.
- 9.2 The Licensee shall not store or use flammable or explosive substances in the said premises, except as required in the normal course of the Licensee's business and with the Authority's prior consent.
- 9.3 The Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.
- 9.4 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed area for security and fire checks by security and fire officers of the Authority, and also agrees to comply with all directives as may be given from time to time by the officers of the Authority. Non-compliance may be treated as Licensee's Event of Default.
- 9.5 Firefighting installations at the licensed area, if any, shall be arranged by the Licensee and integrated in seamless manner with the Authority's system. Such firefighting arrangements would conform to the National Building Code, relevant Building Byelaws / Indian Standards (IS) Codes, Fire Safety (Fire Prevention) Rules and any other instructions issued by the Authority in this regard. Only after certification by the fire officer / authorized representative of the Authority, shall the Licensee be permitted to occupy and use the licensed space for commercial purposes. The fire clearance before and after installation of the fire detection / fire-fighting system shall be obtained by the Licensee for the licensed areas.
- 9.6 The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

10. Installation & Operations

- 10.1 The Licensee shall submit the space requirement and installation details mentioned below for approval of Authority before installation of any cables or equipment at the licensed space:
 - i. Installation plan showing placement of equipment, cable routing, requirement of cable trays / J-Hangars, electricity connectivity, etc.
 - ii. Operations plans indicating the schedule of regular and major maintenance
 - iii. Specifications of materials to be used, utility specifications of electricity, other services specifications
- 10.2 All the specifications proposed by the Licensee in the plan shall be subject to approval by Authority with regard to structural stability, operational feasibility, safety and security concerns and aesthetics.
- 10.3 In this regard, the layouts, installation and operations plan of the Licensee shall be checked by Authority and upon approval, permission shall be granted for installation of equipment. If the plan/ design does not conform to the requirement of this License Agreement or standards of BIS / other relevant codes/ guidelines, Authority may reject the plans / proposals, duly specifying the reasons thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval. Licensee shall install the equipment only in accordance with the written approval by the Authority at any licensed space.
- 10.4 Licensee shall certify that there shall be no EMI/EMC interference to S&T installations by the equipment/cables installed for OFC, it does not interfere with the sensitive electronic equipment installed at the station and along the alignment by the Authority, including TETRA based train radio system.
 - i. If any interference is noticed, then the Licensee shall take all necessary steps, at his own risk and cost, to remove such interference. Failure to do so within a period of two working days authorizes the Authority to take all necessary steps to prevent this interference at the risk and cost of the Licensee.
 - ii. Test reports and any other supportive documentation, as may be required/ requested by Authority, will have to be furnished immediately. A clearance certificate has to be obtained from the signal and telecom department of the Authority to this effect.

- 10.5 The Licensee will be allowed to carry out installations within the said spaces at its own cost after receiving approval from the Authority, but without altering or damaging the cable trays / J-Hangars, load bearing / structural members and any services / utilities, etc. of the said premises.
- 10.6 Authority shall facilitate the installation by providing access to cable trays / J-Hangars, earthing pits, etc. to the Licensee based on the submitted installation and operations plan. Any incidental costs of providing such access shall be paid borne by the Licensee. The Licensee shall, at their own risk and cost, install cable trays, clamps, etc. where such provision is not available. No claim on this account will be entertained by the Authority.
- 10.7 The Licensee shall ensure that the cable/duct is adequately secured on cable tray/ j-hanger through anti corrosive (shall sustain weather conditions in Mumbai) metal clips at every 10 meters.
- 10.8 Any waste or debris will need to be disposed into the designated common waste area provided /indicated by the Authority. Garbage and debris should be disposed of as per pollution control guidelines given by the state government and local bodies.
- 10.9 The Licensee shall use materials as per standards prevalent in the industry for such businesses. All structural members, bolts, etc. shall be galvanized or any better method to be used as per the latest technology, industry standard for safety consideration.
- 10.10 No advertisement/ branding / signage in any format shall be allowed.

11. Safety of Public & Personnel

- 11.1 The Licensee shall, throughout the License Period, have full regard for safety of all persons entitled to be at the site, appropriate to the avoidance of danger to such persons during the installation, operations and maintenance work. The Licensee shall provide and maintain adequate lights, warning signs, guards, as relevant, when and wherever required.
- 11.2 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work do not, in any way, impinge on the safety and security of metro operations, safety and convenience of commuters (including road commuters), safety of metro properties and its assets. Any physical damage or injury to the commuters or passers-by due to lapses on the part of the Licensee will be the sole responsibility of the Licensee only and Authority will have no legal obligations or liability towards the injured.

- 11.3 In case of a serious accident caused due to negligence of the Licensee resulting in injury, death of a commuter, Authority's staff, Licensee's staff, or any third party, or loss to Authority's property, it shall constitute Material Breach of Contract and considered Licensee's Event of Default that shall entitle the Authority to terminate the License Agreement with 30 days written notice.

12. Licensee's Personnel

- 12.1 The Licensee shall, at its own expense, employ/ engage suitable trained, skilled and qualified personnel for installation, operations and maintenance and providing efficient services in respect of operations of the said services at the said premises.
- 12.2 The Licensee shall submit the details of personnel whom it intends to deploy at the site for carrying out the installation and O&M. The personnel deployed shall be decent, courteous, well-groomed, sanitized and without any adverse or criminal background and behave in an orderly and disciplined manner. Such personnel are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- 12.3 All the Licensee's personnel shall be required to possess ID card issued by the Authority while working in the Authority's premises as per prevailing procedure at the time. Access to the paid areas at the station shall be through smart cards issued by the Authority.
- 12.4 The Licensee shall submit details along with contact of its authorized representative, who shall be available at the metro station at a short notice, for inspection of spaces.
- 12.5 Licensee O&M staff is expected to monitor the health of the equipment periodically and flag off any related issues to the Authority which will then take necessary remedial action.
- 12.6 The Licensee shall ensure that its staff are fully aware of the building safety and emergency procedures and obey all fire safety drills while at the site.
- 12.7 The Licensee shall ensure that its authorized personnel shall not access or disturb or damage or manhandle any systems installations/cables during the operation and maintenance activities. Any such activity shall attract appropriate penalties to the Licensee.

13. Damages & Penalties

- 13.1 The Licensee shall be responsible for damages to the metro infrastructure during the process of installation and operations. In case of any damage to Authority property, actual costs for restoration to its original position will be recovered from the Licensee and same will not be challenged by the Licensee in any manner whatsoever.

- 13.2 The Authority shall have the right to impose a fine on the Licensee up to Rs.5,000/- per offence / per instance for the following offenses:
- i. Dishonour of drafts and cheques given by the Licensee in favour of the Authority
 - ii. Failure to remove interference from the sensitive electronic equipment installed at the station and along the alignment, including TETRA based train radio system
 - iii. Debris / waste is found disposed off by the Licensee on undesignated Authority premises
 - iv. Licensee is found to have put up advertisements / branding / signages, etc. at any location in any format
 - v. Any staff of Licensee found in drunken condition, indulging in bad conduct, creating nuisance on duty, misbehaving with commuters / Authority's staff / other vendor's staff, holding a demonstration, etc.
 - vi. Not following safety and security norms and other instructions as may be indicated by authorized representative of the Authority
 - vii. Any staff of the Licensee found without ID Card
- 13.2 Licensee to accept that any damages to its OFC cable laid due to any fault in the MMMOCL cables, whether direct or indirect, MMMOCL shall not be held responsible, nor any damages claimed. Also, MMMOCL will not be responsible for any EMI in its OFC cable.

14. Procedure at the time of Expiry of License

- 14.1 At the time of the successful completion of the License Period or at the time of termination, the Licensee shall leave the OFC equipment on a as-is, where-is basis.
- 14.2 After the License has expired, the Authority will take 2 weeks to assess the cost of the damages caused by the Licensee, if any, and shall bill the Licensee for the same, payable within 15 days.
- 14.3 Interest Free Performance Security furnished by the Licensee shall be returned to the Licensee after all payments against damages and other dues payable to the Authority are recovered.
- 14.4 If balance outstanding dues is more than the Performance Security, it shall also be recoverable from the Licensee before Licensee is permitted to remove their installations.
- 14.5 The Authority reserves the right to recover the outstanding dues from the other contracts between the Licensee and the Authority, if any.

- 14.6 Further, any sum of money due and payable to the Licensee including any sum returnable to the Licensee under the License Agreement may be appropriated by the Authority and set off against any claim of the Authority for the payment of any sum of money arising out of or under any other contract made by the Licensee with the Authority.
- 14.7 The Authority shall take over the possession of the equipment, installations, fittings, etc. and its ownership shall be vested in the Authority at Zero/ Nil value.
- 14.8 Further the Authority shall be free to dispose off these goods by any procedure as it deems fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future in this regard.

15. Rights under this License

- 15.1 The Licensed areas along the metro corridor shall exclusively belong to the Authority, without creating any right, title or interest of whatsoever nature in the said premises in favour of the Licensee.
- 15.2 Under no circumstances shall the licensed areas or facilities constructed or installed at the licensed space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the lenders.
- 15.3 Sub-licensing of rights under this License to any person or entity is not permitted.
- 15.4 No tenancy / sub-tenancy is being created by the Authority in favour of Licensee under or in pursuance of this License Agreement and it is distinctly and clearly understood, agreed and declared by / between the parties hereto that:
- i. The Licensee shall not have or claim any interest in the said licensed units as a tenant / sub-tenant or otherwise
 - ii. The rights, which Licensee shall have in relation to the said premises, are only those set out in this License Agreement
 - iii. The relationship between the Authority and Licensee under and / or in pursuance of this License Agreement is as between Principal and Principal. Consequently, neither Party shall be entitled to represent the other and/ or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of partnership or association of persons is hereby being created or intended to be created between the Authority on the one hand and Licensee on the other hand in connection with and/ or relating business to be operated by Licensee at the said premises.

16. Indemnity

- 16.1 The Licensee saves the Authority harmless from any liability or dues and indemnifies the Authority from any claims that may arise from the statutory authorities or any third-party in connection with this License.
- 16.2 The Licensee shall, indemnify the Authority and keep it indemnified for the entire License Period against all claims, actions, demands, losses, costs, charges and expenses which the Authority may incur, or which may arise by reason of the exercise of the right to utilize spaces hereby granted, including claims or actions arising out of any space being challenged or held to be libelous or defamatory or any part thereof from any clause whatsoever, and also for any claim made by any local authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under the License Agreement.
- 16.3 The Authority shall not be liable to pay any compensation in case the Licensee, his servants, agents or any other person meets with an accident or in case any injury is caused to or suffered by any one of them or any third party or to any property whatsoever, whether owing to the negligence or carelessness or any other conduct of the Licensee, its agents or servants and others or in case of injury due to any act of God or any circumstances beyond the control of the Authority, while the work under the License Agreement is undertaken by the Licensee, it shall be the liability of the Licensee, who shall keep the Authority indemnified in that respect throughout.

17. Suspension of License

- 17.1 The Authority may suspend the License, by written notice to the Licensee, if the Licensee fails to perform its obligations under this License.
- 17.2 Such notice of suspension shall specify the nature of the failure and shall provide the Licensee a cure period to remedy such failure within a period not exceeding 30 days after receipt by the Licensee of such notice of suspension. The Licensee shall not be permitted to accept any new telecom service provider for the period of such suspension.
- 17.3 There shall be no adjustments to the License Fee and Maintenance Charges paid by the Licensee in advance for the duration of such suspension.

18. Termination of License

- 18.1 The Authority shall, by not less than 30 days, give a written notice of termination to the Licensee after the occurrence of any of the following Events of Default -
- i. If the Licensee fails to remedy a failure in the performance of their obligations under the License, as specified in the notice of suspension, within 30 days of receipt of such notice or within such further period as the Authority may have subsequently approved in writing.
 - ii. If the Licensee becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
 - iii. If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings.
 - iv. If the Licensee submits to the Authority, any information/ document or representation which the Licensee knows to be false, and which has a material effect on the rights, obligations and interests of the Authority.
 - v. If, as a result of Force Majeure, the Licensee is unable to perform a material portion of the License for a period of not less than 60 days.
 - vi. If the Licensee, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the License.
- 18.2 If the Licensee terminates the License Agreement within the Lock-in Period, the License Agreement shall be deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by the Authority. In such a case, the Performance Security shall be forfeited in favour of the Authority.
- 18.3 If the Licensee wants to terminate their License Agreement after the Lock-in Period, it shall give an advance notice prior to the termination to the Authority as prescribed in the Key Commercial Terms.
- 18.4 In case of abrupt termination without an advance notice as per the Key Commercial Terms prior to the termination by the Licensee, the Authority shall invoke their furnished Performance Security.
- 18.5 Upon termination or expiry of this License, all rights and obligations of the Parties hereunder shall cease, except (i) Such rights and obligations as may have accrued on the date of termination or expiration, (ii) The obligation of confidentiality, (iii) Any right which a Party may continue to have under applicable law.

19. Force Majeure

- 19.1 Force Majeure here refers to an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, pandemic, etc. which prevents one or both the parties from fulfilling their obligations under the License Agreement.
- 19.2 The failure of a Party to fulfil any of its obligations under the License Agreement shall not be considered to be a breach of, or default under this License, so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of this License.
- 19.3 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- 19.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event, not later than 15 days following the occurrence of such event, providing evidence of the nature and causes of such event and shall similarly give notice of restoration of normal conditions as soon as they are restored.
- 19.5 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 19.6 The Authority shall partially / fully waive off the License Fee and Maintenance Charges for the period of force majeure and / or extend the License Period to compensate for the period of reduced / NIL revenue.

20. Dispute Resolution

- 20.1 Except where otherwise specified in the License Agreement and subject to the powers delegated to him / her by the Authority in force, the decision of Director (Finance), MMMOCL shall be final, conclusive and binding on all Parties to the License for all questions relating to the meaning and interpretation of the License conditions or regarding any other question, claim, right, matter or things whatsoever arising out of or relating to the License.
- 20.2 If the Licensee is still not satisfied with the resolution, then the dispute between the parties shall be resolved by a sole arbitrator appointed by mutual consent of all Parties to this agreement. Arbitration proceedings, if any, shall be governed by the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Mumbai only and the cost of arbitration shall be borne equally by the Authority and the Licensee.

- 20.2 If the Licensee is not satisfied with the order passed by Director (Finance) as aforesaid, the Licensee may within 30 days of receipt by him / her of any such order, appeal against it to the Managing Director (MD) of the Authority who, if convinced that prima facie the Licensee's claim rejected by Director (Finance) is not frivolous and that there is some substance in the claim of the Licensee and would merit a detailed examination through a suitable committee appointed for the purpose by the MD if necessary and in that case, decision taken by the committee shall be finalized by the Authority and same shall be binding to the Licensee.
- 20.3 If the Licensee is still not satisfied with the resolution, then legal action shall be initiated where the courts of Mumbai shall have the exclusive jurisdiction.

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21. Key Commercial Terms

Key Terms	Description
Agreement Type	<ul style="list-style-type: none"> License Agreement between Licensor (MMMOCL) and Licensee (Appointed Party)
License Type	<ul style="list-style-type: none"> Exclusive rights to install and operate Optic Fibre Cables for commercial use on Metro Lines 2A & 7 Telecom Tower and Small Cell Licensee's shall not be mandatorily required to procure OFC connectivity from the OFC Licensee, and they will be free to procure OFC connectivity from any OFC provider and such procurement shall not be deemed to be a breach of Exclusivity clause under this OFC License Agreement
License Period	<ul style="list-style-type: none"> 15 (fifteen) Years
Lock-In Period	<ul style="list-style-type: none"> 2 (two) Years
Notice Period	<ul style="list-style-type: none"> 6 (six) months notice for termination by Licensee after Lock-In Period; for e.g. if License Period starts on 1-Jan-2023 and Lock-in Period ends on 31-Dec-2024, then earliest Notice may be served on 1-Jul-2024
Acceptance of Letter of Award (LoA)	<ul style="list-style-type: none"> Within 7 days of issue of the LoA; acceptance by the authorized signatory of the bidder to be sent via email as well as original copy to MMOCL office
License Agreement Execution Date	<ul style="list-style-type: none"> Within 30 days of the acceptance of the Letter of Award (LoA) after furnishing the Performance Security as prescribed to be executed in duplicate on Rs 500 non-judicial stamp paper
Handover of Site by Authority	<ul style="list-style-type: none"> Within 7 (seven) days of execution of the License Agreement for installation of equipment
Pre-Commencement Period	<ul style="list-style-type: none"> 90 (Ninety) days from signing of the License Agreement

Key Terms	Description
Commencement Date of License	<ul style="list-style-type: none"> License Period shall start from the expiry of 90 days from signing of the License Agreement or earlier if the OFC installation is completed earlier
Sub-Licensing	<ul style="list-style-type: none"> Permitted after express written approval from MMMOCL Licensee can monetize the OFC rights through commercial contracts with interested parties
Costs involved	<ul style="list-style-type: none"> The Licensee shall be required to incur following costs during the License Term: <ul style="list-style-type: none"> OFC installation & operations cost Upfront License Fee, Annual Maintenance Charges and Performance Security Installation of electricity meters, electricity charges on actuals as applicable Cost of cabling, clamps, and all other material required for installation and operations Applicable taxes including GST and stamp duty Statutory levies as applicable Insurance Premium for equipment, if any
Electricity & Utilities	<ul style="list-style-type: none"> Separate meter shall be procured and installed by the Licensee in its own name based on the recommendation by the Authority of the Electricity Distribution Company (Discom) Licensee shall be responsible to co-ordinate all the power supply related arrangements Utility charges for electricity to be paid directly by the Licensee to the Discom within the prescribed due date Right of Way (ROW) shall be provided to lay optical fibre cable (OFC) and power cables along viaduct and station building area to connect equipment as per procedures of MMMOCL and using cables as per specifications of MMMOCL Any electricity or data cables shall be brought down to street level if required from the ducts available along the elevators Licensee shall be responsible to make provisions on its own for their earthing requirements.

	Description
Installation & Operations	<ul style="list-style-type: none"> • Licensee shall install their OFCs for commercial use in the 50 MM duct/ cable tray/ J-hanger as prescribed by MMMOCL • Licensee shall ensure strict adherence to Permit-to-work (PTW) process and safety guidelines of the Authority. • To deploy & maintain optic fiber cables along the viaduct, only one 50 MM duct will be permitted to be laid alongside only one of the tracks (north-south or south-north) on J-hangers / cable tray and same to be dropped to multiple points to ground levels using station body and piers. • Any branching of the cables is permitted only at the edges of the platforms • Selected Bidder shall submit a space requirement and installation plan for approval by the Authority
Packages	<ul style="list-style-type: none"> • Above inventory has been categorized into the following Packages for the Bidding Entities to bid for: <ol style="list-style-type: none"> 1. Package 1: Exclusive OFC Rights along Line 2A corridor 2. Package 2: Exclusive OFC Rights along Line 7 corridor 3. All of the above • Bidding Entity can apply for more than one Package
License Fee	<ul style="list-style-type: none"> • Shall be as per the quoted One-time Upfront License Fee for by the Selected Bidder at the time of the bid for the awarded packages • Additionally, there will be Annual Maintenance Charges (AMC) of Rs 12 lakh which will be escalated by 5% every year. • Taxes will be applicable on all the charges (Upfront License Fee, AMC and other charges) as per government norms • Bidder to note that 50 MM duct is being provided by the authority. Any additional duct requirement will be charged on pro-rata basis • In case of default by the bidder resulting in termination of the License, the amount paid to the authority will not be refunded.
Payment Terms	<ul style="list-style-type: none"> • Annual Maintenance Charges shall be payable annually in advance • First invoice of Upfront License Fee and AMC shall be raised within 7 days of signing of the agreement and is payable within 30 days of the issuance of invoice. • Further Invoice shall be raised by 5th of the month prior to each year and payable by 20th of the same month • In case of non-receipt of any invoice, Licensee shall collect the same from the office of the Authority • Licensee shall make payment of License Fee and Maintenance Charges by demand draft, banker's cheque or online banking modes in favour of MMMOCL, payable at Mumbai

Key Terms	Description
Performance Security	<ul style="list-style-type: none"> • Interest Free Performance Security (PS) to be furnished by the Licensee prior to the execution of the License Agreement • Up to Lock-In Period, PS shall be for an amount equal to 2 years Annual Maintenance Charges adjusted for escalation (with validity of 3 years in case of a Bank Guarantee) • Post expiry of the initial Bank Guarantee (BG), PS shall be for an amount equal to 6 months Annual Maintenance Charges adjusted for escalation (with validity of 1 year in case of a Bank Guarantee) • PS shall be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG) • The Licensee shall, 2 weeks prior to the expiry of the Performance Security, extend it by another 12 months and augment the BG / furnish additional Demand Draft equal to 6 months Annual Maintenance Charges of the subsequent year (adjusted for escalation) till the end of License Period • The Authority has the right to invoke the Performance Security in case of Event of Default or other such situations as described under various sections in this RFP

Licensor and Licensee represent and warrant that they are authorized to execute this License Agreement.

In witness whereof, the Parties hereto have caused this License Agreement to be signed in their respective names as of the day and year first written above.

Authorized Signatory Sign & Stamp

For Maha Mumbai Metro Operation Corporation Limited (Licensor)

Name & Designation:

Phone & Email:

Authorized Signatory Sign & Stamp

For _____ (Licensee)

Name & Designation:

Phone & Email:

Witness Sign:

i. Name, Designation, Contact:

ii. Name, Designation, Contact:

Annexure 10: Corridor Alignment

- Latitude and Longitude coordinates for Pillars and Stations are enclosed.



END OF DOCUMENT

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)
4th Floor, NAMTTRI Building, Adjoining New MMRDA Building,
Bandra Kurla Complex, Bandra East, Mumbai 400051