

**RAILTEL CORPORATION OF INDIA LIMITED**

**(A Govt. of India Undertaking)**

**Expression of Interest for Selection of Partner from Empanelled Business Associate for  
EXCLUSIVE PRE-BID TEAMING ARRANGEMENT**

**For**

**“Request for Proposal” (RFP)**

**For**

**LICENSING OF SPARE OPTIC FIBRE CABLES  
& RIGHT OF WAY FOR LAYING ADDITIONAL CABLES  
AT MUMBAI METRO LINE 3**

**EOI No: RCIL/WR/MUMBAI/Mktg/23-24/010 dated 29<sup>th</sup> Dec, 2023**

**EOI NOTICE**  
**RailTel Corporation of India Ltd,**  
**Western Railway Microwave Complex, Senapati Bapat Marg,**

**Mahalaxmi, Mumbai – 400013**

**EOI Notice No:** RCIL/WR/MUMBAI/Mktg/23-24/010 dated 29<sup>th</sup> Dec 2023

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for the selection of suitable partner as Exclusive pre-bid teaming arrangement for “Licensing of Spare Optic Fiber Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3”: Tender No. MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023 as Corrigendum III

The details are asunder:

1	Last date for submission of Technical Packet against EOIs by bidders	4 <sup>th</sup> Jan 2024 at 15:00 Hrs
2	Opening of Technical Bid of EOIs	4 <sup>th</sup> Jan 2024 at 15:30 Hrs
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs.11,800/-
5	EMD for Pre-Bid Arrangement	Rs. 10,00,000/- in the form of online transfer as EMD along with submission of EoI response.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No, date of payment.

RailTel Bank Details: Union Bank of India, Account No. 317801010036605, IFSC Code - UBIN0531782.

Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

**1. Level 1**

**Contact Name:** Sh. Viplov Nath Mishra

**Designation:** Deputy General Manager/ Marketing

**E-Mail Address:** viplovmishra@railtelindia.com

**Mobile No:** +91- 9004444124

**2. Level 2**

**Contact Name:** Sh. Santosh Parage

**Designation:** Group General Manager/ Marketing

**E-Mail Address:** santosh.parage@railtelindia.com

**Mobile No:** +91- 7020906278

**Note:**

1. Empanelled partners are required to submit soft copy of technical packet through an e-mail at [eoι.wr@railtelindia.com](mailto:eoι.wr@railtelindia.com) duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only**.
3. All the document must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP**. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder has to be an empanelled partner of RailTel.
6. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids

## 1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

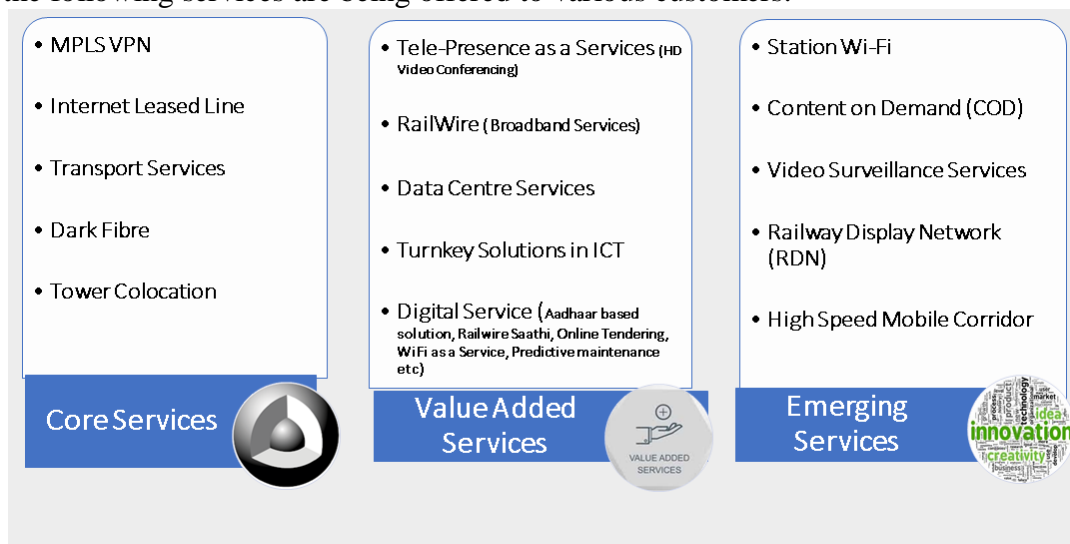
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

### Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



### a) Carrier Services

- **National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India**

using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**b) Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

**c) DATA CENTER**

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

**d) National Long Distance:**

Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**e) High-Definition Video Conference:**

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end

seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

#### **f) Retail Services – RailWire**

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and up to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization’s officers colonies and residences.

## **2. Project Background and Objective of EOI**

RailTel intends to participate in RFP floated by end Customer organization for “Licensing Of Spare Optic Fibre Cables & Right Of Way For Laying Additional Cables At Mumbai Metro Line 3” with tender Ref. No. MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023 dated 10/11/2023.

RailTel invites EOIs from RailTel’s Empanelled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empanelled partner is expected to have excellent execution capability and good understanding customer local environment.

## **3.Scope of Work**

The scope of work will be as mentioned in the end Customer organization Tender for “**Licensing of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3**” with tender Ref. No. MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023 dated 10/11/2023.with latest amendment/ Corrigendum/ Clarifications.

The broad scope of deliverables is provided below for reference: -

Licensee shall be responsible for the following activities:

1. Licensee shall utilise the already laid 86F (43 Pairs) Optic Fibre Cables (OFCs) for commercial utilisation for provision and enhancement of optic fibre connectivity at and around Mumbai Metro Line 3. OFCs will be distinctly marked for easy identification. Refer Annexure-6 for OFC System Architecture description. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.
2. Additionally, the Licensee is provided Right of Way (RoW) to lay 144F (72 Pairs) OFC per tunnel for which the Licensee shall be responsible for installing OFC on the provided cable tray, dropping cable as well as making necessary connections to the undercroft and further to the ground. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.
3. At each station, the Licensee shall use the space in the undercroft (below the track) for the installation of equipment. To connect with the ground level, the Licensee shall lay

cables from the undercroft to the ground, through routes defined by MMRC. In case the Licensee requires additional space for aination box, 1 sqm space maybe allotted on a case-by-case basis in the Telecom Equipment Room located on the platform.

4. Licensee shall lease OFCs to Mobile Service Providers (MSPs), and non-telecom operators for other requirements like Wi-Fi, Internet Service Provider (ISP), etc.
5. Being an exclusive License, MMRC shall not give any OFCs on License basis to any other entity for commercial use.
6. Operate, manage and maintain the licensed OFCs and related installations. During operation & maintenance, access will be provided by the Authority to authorized people of the Licensee as per the availability of the site.
7. Procurement, fabrication, installation and erection of any equipment required to operationalize the OFCs at its own cost.
8. 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.
9. Appoint an authorized representative to interact with the Authority representative for matters related to this License.
10. Comply with all statutory requirements in connection with License Agreement.
11. Ensure regular and timely payments of all amounts due to Authority and discharge all obligations as per License Agreement.
12. 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.
13. In case the installation works takes place post ROD the installation shall be undertaken only during non-operational hours as per track access made available (safety guidelines of the Authority are to be followed). In case of cable breakdown, Licensee does not hold any claim on Authority due to lack of time slots for cable repair/maintenance.
14. The Licensee shall ensure that the cable/duct is well maintained and does not infringe train movement and other installations at any time.
15. Procurement, fabrication, installation and erection of equipment at its own cost within the cable trays provided; all the structures and spaces to be restored to original condition after the installation.
16. Any additional cable laid along the track under the scope of this tender will not be allowed to remove at the end of the period and **to be handed over to MMRC.**
17. At the ground level, the Licensee shall take requisite permissions from the relevant authorities to connect the OFC with their larger network at ground level.

The above scope of work is indicative, and the detailed scope of work is given in the end customer tender documents with latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP and corrigendum/addendum released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum, and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Business associate can participate as a sole bidder only. No consortium is permitted. Bidder

must be RailTel's empaneled partner (BA/DSP/SDWAN/SI) and will be responsible for all the conditions mentioned in this and the end customer RFP.

**Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.**

#### **4. Response to EOI guidelines**

##### **4.1 Language of Proposals**

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

##### **4.2 RailTel's Right to Accept/Reject responses**

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

##### **4.3 EOI response Document**

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

##### **4.4 Period of Validity of bids and Bid Currency**

Bids shall remain valid for a period of 180 days from the date Bid submission date issued by the end Customer organization for which bid is going to submit.

##### **4.5 Bid Earnest Money (EMD)**

**4.5.1** The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.

**4.5.2** Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected. EMD if paid via online transfer then the details of the payment (UTR No, Payment Date, etc) should be accompanied along with the bid.

**4.5.3 Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

**4.5.4 Return of EMD for successful Business Associate:** Earnest Money Deposit of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/PBG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.



#### **4.5.5 Forfeiture of EMD and or Penal action as per EMD Declaration:**

**4.5.5.1** The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

**4.5.5.2** In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EOI EMD, EMD and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

**4.5.5.3** Having participated with another party/directly/through consortium apart from RailTel in RailTel's end customer Tender

#### **4.6 Security Deposit / Performance Bank Guarantee (PBG)**

**4.6.1** In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

**4.6.2** As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

#### **4.7 Last date & time for Submission of EOI response**

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

#### **4.8 Modification and/or Withdrawal of EOI response**

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

#### **4.9 Details of Financial bid for the above referred tender**

Business Associate meeting eligibility criteria and highest price will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within these Sole partners in the second stage for the given scope of the work and Sole bidder with overall highest (H1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

Also, it may be noted that RailTel may choose multiple BAs for final bidding depending upon the highest offer received for Mumbai Metro Line 3 so that a winning bid can be put forth. The BA's will have to encompass RailTel margin over all components of the Price in MMRC Tender/RFP. The fixed Annual Maintenance Charges (AMC) per year with escalation year on year should also have additional RailTel Margin over and above the charges to be paid to MMRC. Any Changes in the MMRC RFP after the last date of submission of RailTel EOI shall be unquestionably & without any objection accommodated by the BA/BAs in their

Technical & Price offer submitted against this EoI. Finance Bid Format is below:

### **Finance Bid Format**

<b>Name of Work:</b> Licensing of Spare Optic Fiber Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3				
<b>Finance Bid</b>				
<b>Name of Firm:</b>				
<b>Sr No</b>	<b>Name of Work</b>	<b>Quoted upfront lumpsum license Fee (exclusive of GST)</b>	<b>Total (in figure in Rupees)</b>	<b>Total (in words in Rupees)</b>
1	Licensing of two 86F (43 pairs) of optic fibre cables 1 in each tunnel along 33.5 Km of Mumbai Metro Line 3			
2	Licensing of RoW for 200 F OFC in each tunnel along 33.5 Km of Mumbai Metro Line 3			
Total (Excluding GST)				

**Note:**

1. No Conditions shall be accepted
2. Check the quotes fees in figures and word before submitting
3. Figures to be rounded-off to the nearest whole rupee
4. Break-Up of fees is required for pro-rata for invoicing purpose and not for bid evaluation. Bid evaluation shall be done on total value of bid

#### **4.10 Clarification of EOI Response**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

#### **4.11 Period of Association/Validity of Agreement**

RailTel will enter into a pre-bid agreement with selected bidder with detailed Terms and conditions.

## 5. Eligibility Criteria for Bidding Business Partner of RailTel

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
<b>A)</b>	<b>Financial Conditions</b>	
i)	Sole bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Sole Participating bidder should have Minimum average annual turnover of Rs 35 Crore in the preceding three financial years (FY 20-21, 21-22, 22-23).	Turnover Certificate issued by the Chartered Accountant for sole bidder. Certificate should contain UDIN no. issued by ICAI
iii)	Sole partner should also have a positive net worth as of March 31st & be profitable in each of the last 3 financial years (i. e. FY 20- 21, 21-22, 22-23).	Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (i. e. FY 20-21, 21-22, 22-23). Certificate should contain UDIN no. issued by ICAI.
<b>B)</b>	<b>Technical Conditions</b>	
iv)	1.Minimum 3 years of experience in India involving leasing of OFC /telecom infrastructure for commercial use 2.Experience of leasing OFCs of at least 1,000 kilometers cumulatively to various clients over the past 5 years in India. 3.Experience of at least one project involving OFC leasing / installation at any transportation related site like metro, airport, monorail, highways, railways, etc.	Work Order + Completion Certificates from the client OR Work order + Self certificate of completion (Certified by the authorized signatory); OR Work Order + Phase Completion Certificate from the client OR self-certified by authorized signatory Company presentation with an overview of the organization and its businesses
v)	Sole Bidder must have at-least any one of the following certifications: 1. CMMI Level 3 or above. 2. ISO 9001 3. ISO 27001	Copy of the Valid Certificate issued by the Competent Authority which needs to be self-signed and stamped by the authorized signatory of Sole Bidder
vi)	The bidder should have a minimum of 25 Technical staff on its payroll	Certificate from HR Department of Sole Bidder
vii)	Sole Bidder must be registered with the Goods and Service Tax (GST) Authorities	Valid Goods and Service Tax (GST) Registration Certificate.

viii)	IP-1 license/ NLD license/ Unified license	Unified License- National long distance (UL-NLD) or Unified License- virtual Network Operator (UL-VNO) OR IP-1 issued by Department of Telecommunication (DoT) of Govt. of India or other permissible license for OFC leasing business / operations. The permissible License should have been valid for a minimum of 5 years before the date of issue of Client RFP.
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## 6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

## 7. Evaluation Criteria

**7.1** The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

**7.2** The Business Associate qualifying the Eligibility criteria will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

**7.3** In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall highest (H1) offer will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution.

**7.4** RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

**7.6** All General requirements mentioned in the Technical Specifications are required to be

complied. The solution proposed should be robust and scalable.

## **8 Withdrawal of Bids**

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

## **9 Evaluation Process**

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

## **10 Performance Bank Guarantee**

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 30 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 30 days and up to 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non-submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (e.g.: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to 12 months of Maintenance Charges. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

## **11 Rights to Terminate the Process**

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

## **12. Payment terms**

12.1 selected Business Associate shall make payment to RailTel after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

12.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.

12.3 The Payments received from end customer will be disbursed track wise to the

selected BAs. The BA selected for a particular track will receive payments once end customer releases payments for the specific track.

12.4 License fee to be upfront within 30 days of receipt of the invoice.

12.5 Rs. 1.5 lakh per station per year i.e. Rs. 40 lakhs annually towards maintenance charges. Annual escalation of 6% applicable.

12.6 Maintenance charge to be paid annually. Invoice for maintenance shall be raised by the authority by 5<sup>th</sup> of the month immediately preceding each year of the license and payable by licensee 20<sup>th</sup> of the same month.

### 13 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

#### **Note:**

- 1. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**

**All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back to Back as per the end customer RFP/Tender with Tender No. MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023**

- 2. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)**

**All clauses such as cost involved, payment term, validity, lock in period escalation of licenses fee will be back to back arrangement as per MMRC RFP**

**Annexure 1: Format for COVERING LETTER (to be submitted by sole Bidder)**

**COVERING LETTER (To be on company letter head)**

EoI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To,

RailTel Corporation of India Ltd.  
Western Railway Microwave complex,  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**SUB:** Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number \_\_\_\_\_ Dt. \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. \_\_\_\_\_ issued vide \_\_\_\_\_ from Bank \_\_\_\_\_.

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**



## **Annexure 2: Format for Self-Certificate & Undertaking (to be submitted by sole Bidder)**

### **Self-Certificate (To be on company letter head)**

EOI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To,

RailTel Corporation of India Ltd.  
Western Railway Microwave complex,  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**Sub:** Self Certificate for Tender, Technical & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end to end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix,

relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

9. We hereby undertake to sign Pre-Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.
10. We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**

**Annexure 4: Undertaking for not Being Blacklisted/Debarred (to be submitted by sole bidder)**

EoI Reference No: \_\_\_\_\_ Date: \_\_\_\_\_

To,

RailTel Corporation of India Ltd.  
Western Railway Microwave complex,  
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

**Subject:** Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

**Authorized Signatory Name:**

**Designation:**

**Signature:**

**Seal of the Organization:**

**Annexure 5: Format of Affidavit (to be submitted by sole bidder)**

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH  
THE EOI DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) \*\*

I..... (Name and designation) \* appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s \_\_\_\_\_ (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ Dt. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindia.com](http://www.railtelindia.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) \* and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE ADVOCATE

**Place:**

**Dated:**

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by BA. Attestation before Magistrate/ Notary Public.**

## **Annexure 6: Draft Non-Disclosure Agreement**

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

### **1. Definitions. As used herein:**

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

### **2. Protection of Confidential Information:** With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or  
(ii) the request of the other party therefore.
  - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
- 3. Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 4. Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b. After it has become generally available to the public without breach of this Agreement by Company; or
  - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
  - d. Which Department agrees in writing is free of such restrictions.
  - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

- 5. Remedies.** Company acknowledges that
- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
  - (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
  - (c) injury sustained by Department may be impossible to calculate and remedy fully.
- Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
- a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
  - b. The place of arbitration shall be Mumbai.
  - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
  - d. The proceedings of arbitration shall be conducted in English language.
  - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by



the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to \_\_\_\_years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

For Company

Name:

Title:

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

## **Annexure 7: Integrity Pact**

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

This Integrity Pact is made at on this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

BETWEEN

RailTel Corporation of India Ltd (a Govt of India Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

### **Preamble**

Whereas, the Principal intends to award, under laid down organizational procedure’s contract/s for ‘Licensing Of Spare Optic Fibre Cables & Right Of Way For Laying Additional Cables At Mumbai Metro Line 3’

’. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnessed as under: -

### **Article – 1: Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle: -
  - a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a

promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude all known prejudiced persons from the process.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

**Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian

Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.

- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

### **Article – 3: Disqualification from tender process and exclusion from future contracts**

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.

4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article – 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

#### **Article – 5: Previous Transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors**

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

**Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Article – 8: Independent External Monitor (IEM)**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of

Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-\*binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

#### **Article – 9: Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by CMD of RailTel.

#### **Article – 10: Other Provisions**

1. This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.



4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof, the parties have signed and executed this pact at the place and date first mentioned in the presence of following witnesses: -

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/  
Concessionaire/Consultant)

**Place:**

**Date:**

Witness 1:

---

Witness 2:

---

## **Annexure 8: Complete EoI Examination & Nil Deviation Certificate**

(To be submitted by Bidder)

To

Deputy General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete EoI Examination & Nil Deviation Certificate

**Ref:** EoI Number: \_\_\_\_\_ **Dated:** \_\_\_\_\_

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

**Annexure 9: Back to Back Compliance Certificate**

(To be submitted by Bidder)

To  
Deputy General Manager/ Marketing  
RailTel Corporation of India Ltd  
Western Railway Microwave Complex  
Senapati Bapat Marg, Near Railway Sports Ground  
Mahalaxmi, Mumbai – 400013

**Sub:** Complete back to back Compliance Certificate

**Ref:** 1) EoI Number: \_\_\_\_\_ Dated: \_\_\_\_\_

2) Tender Reference No MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023 dated 10/11/2023 and all of its addendums/ corrigendum's & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone and Fax :  
E-mail address :

## **Annexure 10: Performance Bank Guarantee Format**

(For a sum of x% of the value of the contract as per RailTel's end customer RFP/tender)  
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)  
(Final Draft to be confirmed by RailTel Legal before BG issuance)

Ref. No. :  
Date :  
Bank Guarantee No. :

To  
<Insert complete postal address>

THIS INDENTURE made this <current date> day of <current Month> 2023, BETWEEN THE <Bank Name>, a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at <Address>, and its corporate office at <Address>, India and having one of its Branch Office at <Mumbai Branch Office> (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part and

<Bidders Company Name> a company incorporated under the Indian Companies Act 1956 having its Registered Office at <Address>, Corporate Office at <Address> and its Regional Office at <Mumbai Office Address> (hereinafter referred to as 'the Contractor/s') of the second part and RailTel Corporation of India Ltd (hereinafter referred to as 'RailTel') of the third part WHEREAS the Contractor/s have submitted to RailTel EoI/Quotation for the execution of Licensing of Spare Optic Fiber Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3 vide <EoI No> Dated <Date of EoI> and the terms of such EoI/Tender/Quotation/contract require that the Contractor/s shall deposit with RailTel as the security a sum of Rs. <Amount>/- (in figures and words<in words> only Including all Taxes and contingencies and any other costs mentioned as per LOI and RailTel Terms)AND WHEREAS if and when any such EoI/Tender/Quotation is accepted by RailTel the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by RailTel towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested RailTel to accept the Guarantee of the Bank hereinafter contained, in place of the Contractor/s depositing with RailTel the said sum as security as aforesaid AND

WHERE AS accordingly <Bank Name>has agreed to accept claim from RailTel upon demand in writing, whenever required by him, from time to time up to <Date (contract period + 3 months)> so to do, a sum not exceeding in the whole Rs. <Amount>/- (in figures and words <in words> only incl of Tax) under the terms of the said EoI/Tender/Quotation and/ or the Contract. The Bank Guarantee is valid up to<Date (contract period + 3 months)>.

Notwithstanding anything what has been stated above, <Bank Name> liability under the above guarantee is restricted to Rs. <Amount>/- (in figures and words <in words>only incl of Tax) and guarantee shall remain in force up to <Date (contract period + 3 months)> unless the demand or claim under this guarantee is made on us and we receive in writing on or before <Date (contract period + 3 months)> all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ..... day of 2023 at .....

For <Bank Name>

For<Company Name>

Authorized Signatories

Authorized Signatories

EMP No. \_\_\_\_\_

EMP No. \_\_\_\_\_



**MUMBAI METRO RAIL CORPORATION LTD**  
(JV of Govt. of India and Govt. of Maharashtra)

**REQUEST FOR PROPOSAL FOR  
LICENSING OF SPARE OPTIC FIBRE CABLES  
& RIGHT OF WAY FOR LAYING ADDITIONAL CABLES  
AT MUMBAI METRO LINE 3**

e-Tender No. MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023  
November 10, 2023

Mumbai Metro Rail Corporation Limited (MMRC)  
Hallmark Business Plaza, 8<sup>th</sup> Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051  
[www.MMRC.com](http://www.MMRC.com)



## Disclaimer

All information provided as a part of this Request for Proposal (RFP) to the prospective Bidding Entities by Mumbai Metro Rail Corporation Limited (MMRC) 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. MMRC 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. MMRC 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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# 1. Notice Inviting Tender

<b>MUMBAI METRO RAIL CORPORATION LIMITED</b> (JV of Govt. of India and Govt. of Maharashtra) Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051 <a href="http://www.MMRC.com">www.MMRC.com</a>	
<b>Notice Inviting Tender</b>	
E-Tender No.	MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023
<b>Tender Name</b>	<b>Licensing of Spare Optic Fibre Cables &amp; Right of Way For Laying Additional Cables At Mumbai Metro Line 3</b>
Department	Planning Department
Tender Document Fee	Rs. 10,000 + GST (non-refundable)
Bid Security (EMD)	Rs. 10,00,000/- (refundable)
<u>Important Dates</u>	
Issue of Tender	10-Nov-2023, 12 PM
Submission of Pre-Bid Queries	20-Nov-2023, 11 AM
Pre-Bid Meeting	20-Nov-2023, 3 PM
Last Date for Bid Submission	11-Dec-2023, 4 PM
Opening of Technical Bid	11-Dec-2023, 5 PM
Opening of Financial Bid	Will be informed in advance
E-Tender Portal	<a href="https://MMRC.ewizard.in">https://MMRC.ewizard.in</a>
Contact for tender information	Mr. Swetal Kanwalu, DGM (Town Planning), Planning Dept, MMRC, Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai 400051 <a href="mailto:swetal.kanwalu@MMRC.com">swetal.kanwalu@MMRC.com</a> , 022-69061355/69
Contact for e-tender portal assistance	011-49606060, 8448288982, 9355030630 <a href="mailto:helpdesk@ewizard.in">helpdesk@ewizard.in</a> , <a href="mailto:eprochelpdesk.54@gmail.com">eprochelpdesk.54@gmail.com</a>

Timeline given above is tentative. Bidders shall be informed regarding updated timeline through the e-tender portal.

Objective of this Tender: MMRC intends to monetize commercial potential of Mumbai Metro Line 3 which will act as a source of funds towards financing the project capital cost and / or operations cost. The Authority has identified licensing of Optic Fibre Cables as one of the revenue heads for Non-Fare Box Revenue (NFBR) generation. In this reference, the Authority invites bids through open e-tendering process from eligible Bidders to participate in this tender.

Date: November 10, 2023

Place: Mumbai

Sd/-

Director (Planning), MMRC

## Tender Advertisement



### **MUMBAI METRO RAIL CORPORATION LIMITED (MMRC)**

(A JV-SPV of Govt. of India and Govt. of Maharashtra)  
Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar,  
Bandra East, Mumbai 400051

### **REQUEST FOR PROPOSAL**

MMRC invites Request for Proposal (RFP) from interested entities for

### **Licensing of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables at Mumbai Metro Line 3**

Interested entities should submit proposal online  
at <https://MMRC.ewizard.in> as per the prescribed guidelines  
by Dec 11, 2023, 4:00 PM

-Sd-

Director (Planning), MMRC  
Nov 10, 2023, 12 PM | Mumbai

## 2. Instructions to Bidders

### 2.1 Definitions

Term	Definition
<b>Authority / Licensor</b>	Mumbai Metro Rail Corporation Ltd (MMRC)
<b>Mumbai Metro Line 3</b>	Fully underground 33.5 km metro line from Cuffe Parade to Aarey in Mumbai
<b>Revenue Operations Date (ROD)</b>	Date from which revenue operations of the reach / station is commenced
<b>RFP</b>	Request for Proposal also referred to as Tender Document
<b>Corrigendum</b>	Amendment to the RFP
<b>Bidding Entity</b>	Interested parties submitting Proposals towards this RFP
<b>Proposal</b>	Submissions by the Bidding Entity towards this RFP
<b>Bid / Financial Bid</b>	Financial quote submitted by the Bidding Entities
<b>License</b>	For Optic Fibre Cables (OFCs) licensing rights at Mumbai Metro Line 3
<b>Licensee</b>	Selected Bidding Entity
<b>License Agreement</b>	Contract between Licensee and Licensor wherein Licensor grants rights to Licensee at Mumbai Metro Line 3 to utilise designated OFCs and RoW for the sole purpose of the License
<b>License Period</b>	Period for which the License is granted
<b>Lock-in Period</b>	Period for which the Licensee cannot terminate the License
<b>License Fee</b>	Consideration for award of License to be paid for the License
<b>Fee Escalation</b>	% increase in License Fee / other charges applied per annum
<b>Performance Security (Bank Guarantee)</b>	Interest-Free irrevocable Bank Guarantee or Demand Draft or Bankers Cheque furnished by the Licensee as security deposit against non-performance of Licensee's obligations

Term	Definition
<b>Net Worth</b>	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
<b>Gross Revenue</b>	Total revenue earned by a business in a financial year
<b>Commencement Date / Effective Date</b>	Date of commencement of the License as defined in the Key Commercial Terms
<b>Applicable Law</b>	Laws and any other instruments having the force of law in India

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## **2.2 E-Tender Guidelines**

- i. The RFP Document is available for download from the portal <https://MMRC.ewizard.in> upon registration and payment of the prescribed Tender Document Fee.
- ii. Those Bidding Entities not registered on the above-mentioned portal are required to get registered beforehand.
- iii. The e-tendering guidelines, system requirements, etc. are available on the tender portal.
- iv. Bidding Entities should have valid **CLASS-III DIGITAL SIGNATURE CERTIFICATE (DSC)** obtained from any certifying authority.
- v. In case DSC is not available with the Bidder, procurement of the same should be initiated well before time to allow for procedural delays.
- vi. Further details can be accessed at <https://MMRC.ewizard.in>
- vii. Bidding Entities may contact the tender portal service provider M/s. Ewizard's representative at 011-49606060, 9355030613/08/25 or e-mail ID: [helpdesk@ewizard.in](mailto:helpdesk@ewizard.in) for any assistance from 9 AM to 6 PM IST on working days.
- viii. Bidding Entities should look to 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.
- ix. We advise you to prepare and submit the bid well before time to avoid last minute technical issues and challenges.

## **2.3 Submission of Proposals**

- i. The Authority will timely provide, at no cost to the Bidding Entities, relevant information required for the preparation of the Bidding Entity Proposal.
- ii. The Bidding Entity shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be liable for those costs, regardless of the conduct or outcome of the selection process.
- iii. 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.
- iv. 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.
- v. 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.
- vi. The cost of the Tender Document and Bid Security is to be paid online through the payment gateway on the tender portal.
- vii. Proposals shall be signed by the Authorized Signatory of the Bidding Entity.
- viii. The bid to be submitted as per the two-packet system (Technical Bid & Financial Bid) on the portal. 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 Bid” section of the tender portal.
- ix. The “Financial Bid” should be prepared using the prescribed excel format in the financial section of the tender portal.
- x. 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.
- xi. 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.

## **Bid Submission Checklist**

<b>SN</b>	<b>Document Checklist</b>	<b>Page No.</b>
1	Receipt for Tender Document Fees	-
2	Receipt for Bid Security / EMD with MSME registration certificate if any	-
3	Application Letter	52
4	Power of Attorney with Board Resolution in favour of authorised signatory of bid	53
5	Statutory Auditor Certificate with audited financial statements for preceding 3 financial years	55
6	Technical Experience of the Bidder with supporting proof as per requirement in the technical eligibility criteria	56
7	Litigation History Declaration	57
8	Space & Utility Requirements	58
9	Indemnity Bond	59
10	FIN-1: Financial Proposal Submission Form	62
11	FIN-2: Financial Bid Format	63
12	Company Constitution, Company Incorporation Certificate, PAN, TAN, GST Registration	-
13	Company Brochure	-
14	Relevant Licenses	-
15	Signed tender documents	-

**Note:**

- i. All documents to be uploaded on the tender portal; no physical submission required
- ii. All pages are required to be initialed, and all main pages are required to have full signature of the authorized signatory and company seal

## **2.4 Opening & Evaluation of Proposals**

- i. MMRC's evaluation committee shall open the Technical Proposal. All Proposals that meet the Eligibility Criteria shall be eligible for opening of their Financial Proposal.
- ii. Conditional Proposals shall be rejected outright by the Authority.
- iii. The Authority shall notify all Bidding Entities regarding the opening of the Technical and Financial Proposal via bid portal.
- iv. The Authority shall evaluate all bids received and award the License to the eligible Bidding Entity as per the outcome of bid evaluation detailed in this RFP.
- v. Further, in the event of the Selected Entity withdrawing its Bid, 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.
- vi. 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.
- vii. 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.
- viii. 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, in addition to its Bid Security being forfeited.
- ix. The Bidding Entity after award of contract shall furnish Performance Security as prescribed in this RFP and execute the License Agreement with due diligence of the terms and conditions put to Bid, failing which it shall be construed as default by the Bidding Entity 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.
- x. Penal action shall be without prejudice to the rights and remedies available to the Authority and also be in addition to the action instituted against the defaulting Bidding Entity under other terms and conditions of the License Agreement.



## **2.5 Other Tender Terms**

### **i. Bid Validity:**

- a) Bids must remain valid for 180 days from the last date of Bid submission as per this RFP.
- b) The Authority will make its best effort to complete the evaluation within the Bid validity period, however, should the need arise, the Authority may request, in writing, all Bidding Entities who submitted Bids prior to the submission deadline to extend the Bids validity.
- c) If the Bidding Entity agrees to extend the validity of its Bid, it shall be done without any change in the original Bid.
- d) The Bidding Entity has the right to refuse to extend the validity of its Bid in which case such Bid will not be further evaluated.

### **ii. Clarifications & Amendments to RFP**

- a) The Bidding Entity may request a clarification of any part of the RFP in the pre-bid meeting. Any request for clarification must be sent via email to the email address mentioned in this document.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

**iii. Conflict of Interest**

- a) 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.
- b) 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.
- c) 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.

**iv. Corrupt & Fraudulent Practices**

- a) 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.

**v. Confidentiality**

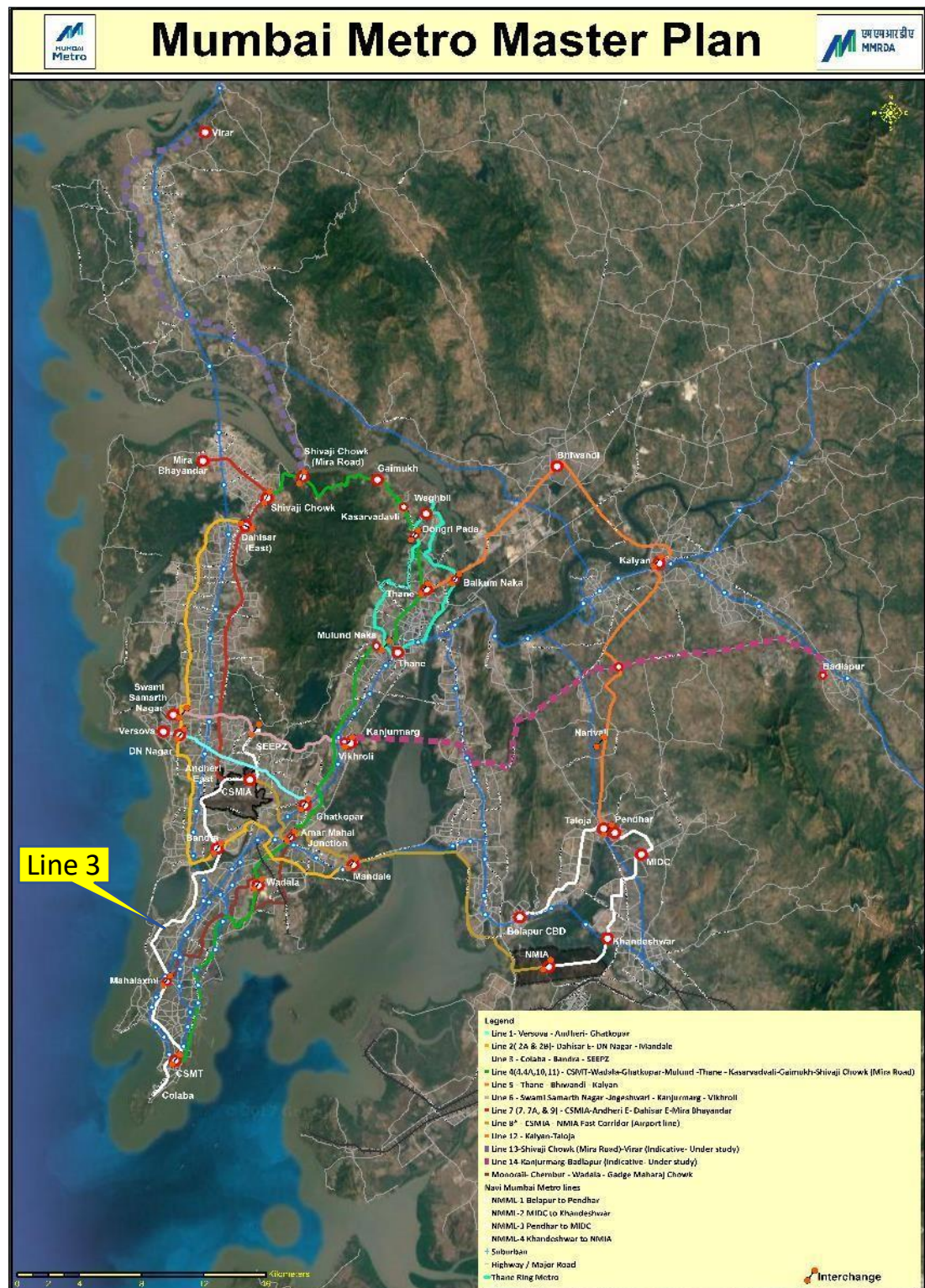
- a) From the time the Proposals are opened to the time the License is awarded, the Bidding Entity should not contact the Authority on any matter related to its Proposal or Financial Bid.
- b) Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidding Entities who submitted the Proposals or to any other party not officially concerned with the process, until the License is awarded.
- c) 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.
- d) 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.

## 3. Terms of Reference

### **3.1 About Mumbai Metro Line 3**

- a) Mumbai Metro Rail Corporation Ltd (MMRC), a JV-SPV (50:50) of Government of India (GoI) and Government of Maharashtra (GoM) is implementing Mumbai Metro Line 3 which is a 33.5 km underground metro corridor with 26 underground stations and 1 at grade station.
- b) As per the Union Cabinet approval granted for this project, Rs 1,000 Cr is to be mobilized from Non-Fare Box Revenue sources.
- c) Work on the construction of Mumbai Metro Line 3 is in full swing, with overall project progress of 86.2% as of 31-October-2023.
- d) The metro is scheduled to be commissioned in two reaches (actual commissioning tranches may be different):
  - a) Reach 1: Aarey to BKC by December 2023 – 92.7% complete as of 31-October-2023
  - b) Reach 2: BKC to Cuffe Parade by June 2024 – 80.3% complete as of 31-October-2023
- e) Salient features of the line:
  - a) Train capacity 3,000 passengers (8 cars @ 8 passengers/m<sup>2</sup>), designed for peak hour peak direction traffic (PHPDT) of 72,000 passengers
  - b) Energy efficient modern rolling stock (25 KV AC traction) with regenerative braking system
  - c) Fully air conditioned
  - d) Platform screen doors for passenger safety and energy efficiency
  - e) Communication Based Train Control (CBTC) signaling system for driverless train operations
  - f) 2-level stations provided with escalators & lifts, designed as barrier free access for persons with disabilities
  - g) Automatic Fare Collection (AFC) system that can lead to integrated ticketing
  - h) Maximum train design speed of 95 kmph; journey speed of ~35 kmph

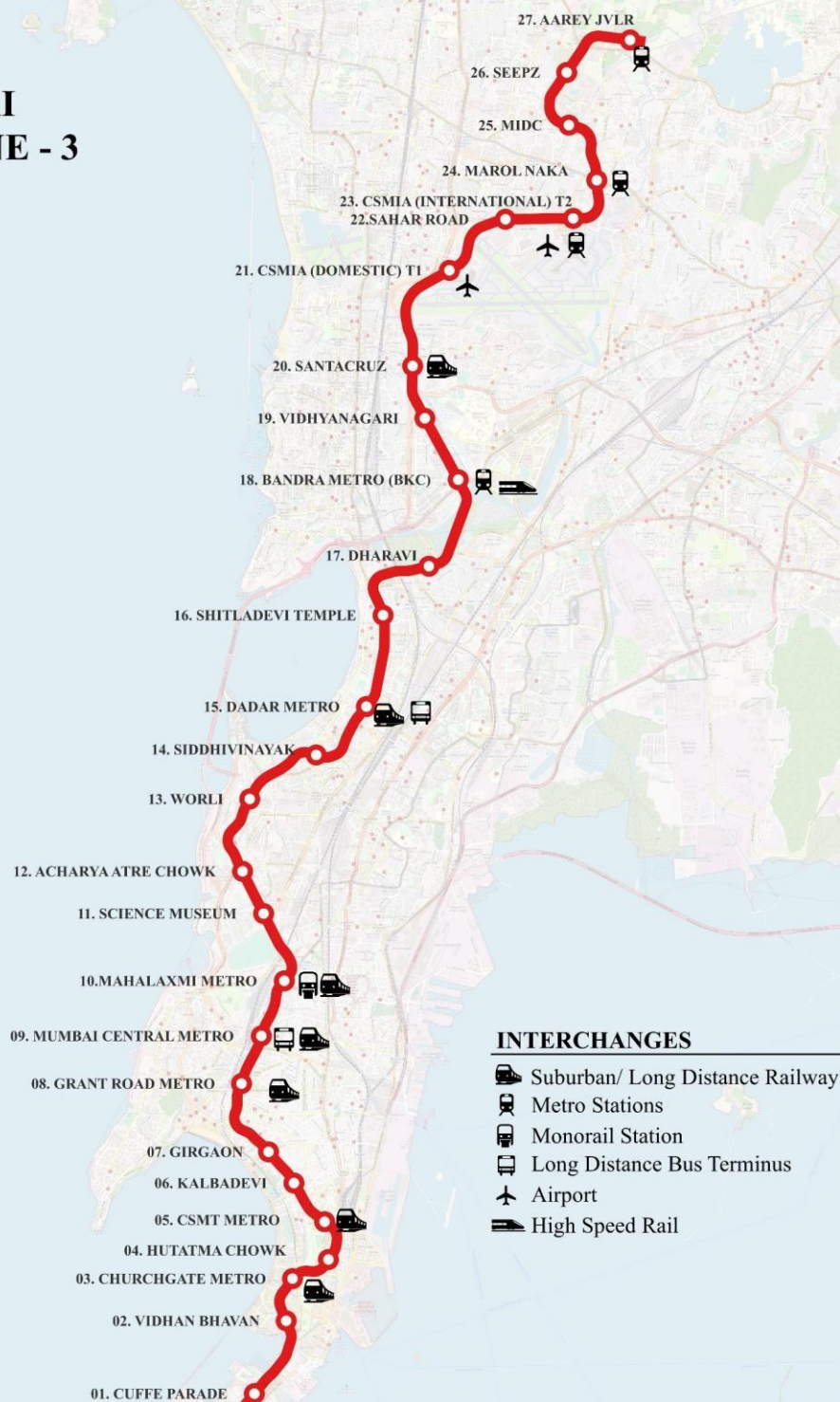
## 3.2 Alignment



<https://mmrda.maharashtra.gov.in/documents/10180/6672054/Map2/1cc63636-3aab-4330-b4ba-200c7d851a18?t=1663825042043>



**MMRC**  
**MUMBAI**  
**METRO LINE - 3**



### **3.3 Connectivity**

- i. Metro Line 3 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:
  - a) ~ 30 employment clusters; Government and private offices
  - b) ~ 12+ education institutions - schools, colleges & university
  - c) ~ 11 major hospitals
  - d) ~ 10 major transportation hubs
  - e) ~ 25 religious & recreations areas
  - f) ~ 3 million population in influence zone
- ii. The planned interchanges will allow for unparalleled rapid access to all parts of the city.
  - a) Interchanges with operational lines –
    - i. Versova-Ghatkopar Line 1 at Marol Naka
    - ii. Chembur-Jacob Circle Monorail at Jacob Circle
  - b) Interchanges with upcoming lines –
    - i. Andheri West-Mankhurd Line 2B at Bandra Kurla Complex
    - ii. Andheri East-Mumbai Airport Line 7A at CSIA T2
    - iii. Mumbai Airport-Navi Mumbai Airport Line 8 at CSIA T2
- iii. Line 3 also provides rapid connectivity to –
  - a) Major transport hubs and transport stations in the city including the CSMT, Churchgate, Mumbai Central (suburban & long distance) train stations.
  - b) Business Districts of Nariman Point, Lower Parel, Worli, BKC and SEEPZ
  - c) Airport Terminals of T1 (Domestic) and T2 (International)
  - d) Retail Malls like Phoenix High Street Lower Parel, Jio World Drive BKC, etc.
  - e) Educational Institutions like Jai Hind, KC & HR Colleges at Churchgate, St. Xaviers College at CST, Rachana Sansad, Kalina University, etc.
  - f) Tourist & Religious locations like Colaba, Fort, Girgaon, Siddhivinayak Temple, etc.

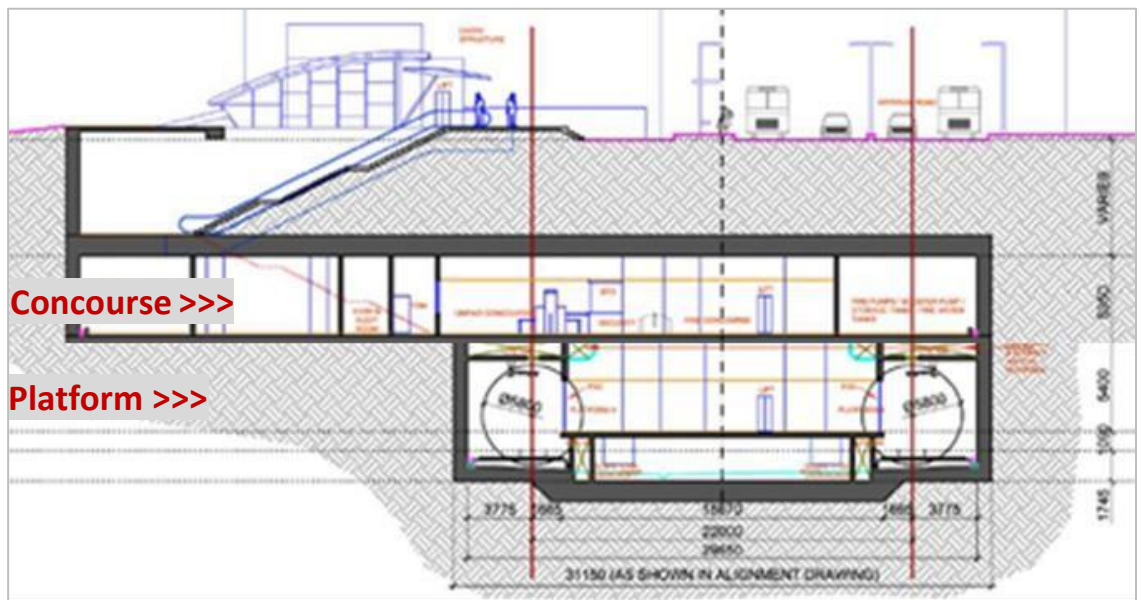
### **3.4 Typical Corridor Design & Chainage**

- i. The metro stations are typically designed over two underground levels - concourse and platform.
- ii. Concourse level is typically located 10-14 meters below ground level and serves as the place where commuters shall arrive after taking the escalator / elevator or stairs from the ground level.
- iii. Concourse level is split into two parts - unpaid area and paid area. Unpaid area is where the commuters shall land and is where commuters can purchase tickets from ticket vending windows and ticket vending machines. Unpaid area is separated from the paid area located at the center of the station box by the security gates and fare collection barriers. Paid area accommodates vertical circulation elements (lifts, escalators and stairs) which allow for connectivity between the concourse and platform levels.
- iv. Platform level is typically located 18-20 meters below ground level and is typically 185 meters long and 12 meters wide and is planned as an island with the tracks located on either side of it.
- v. Along the platform are platform screen doors which screen the platform from the train and ensure high levels of safety for commuters by reducing the likelihood of accidents.



### Typical Station Cross Section

<b>Level Zero</b>	Ground level (at-grade) which will have station entry / exits
<b>Level Minus 1</b>	Concourse level which will have the ticketing area and the access points to go to the platform
<b>Level Minus 2</b>	Platform level from where passengers can board the metro



Note: Mumbai Metro Line 3, being a fully underground line, will have external facade limited to the extent of the entry / exits to the stations.

# Chainage

MMRC LINE 3 CHAINAGE				UP				DOWN					
SN	Station Name	Tunnel Section		Chainage in meters		Station Length in metres	Tunnel Length in meters		Chainage in meters		Station Length in metres	Tunnel Length in meters	
0	Reversal Facility & Stabling Lines	-		From	To	in metres	in meters	From	To	in metres	in meters		
1	Cuffe Parade	Between Reversal Facility & Cuffe Parade		-459	0	-	459	0	0	120	120	0	
2	Vidhan Bhavan	Between Cuffe Parade & Vidhan Bhavan		1,350	1,574	224	1,230	1,368	1,592	224	1,248		
3	Churchgate	Between Vidhan Bhavan & Churchgate		2,078	2,328	250	503	2,077	2,327	250	486		
4	Hutatma Chowk	Between Churchgate & Hutatma Chowk		2,978	3,211	233	650	2,982	3,215	233	655		
5	CSMT	Between Hutatma Chowk & CSMT		3,901	4,151	250	690	3,901	4,151	250	686		
6	Kalbadevi	Between CSMT & Kalbadevi		4,825	5,026	201	674	4,820	5,021	201	670		
7	Girgaon	Between Kalbadevi & Girgaon		5,499	5,790	291	473	5,502	5,793	291	480		
8	Grant Road	Between Girgaon & Grant Road		7,080	7,280	200	1,290	7,068	7,268	200	1,275		
9	Mumbai Central	Between Grant Road & Mumbai Central		8,101	8,351	250	821	8,101	8,351	250	833		
10	Mahalaxmi	Between Mumbai Central & Mahalaxmi		9,188	9,438	250	837	9,181	9,431	250	830		
11	Science Museum	Between Mahalaxmi & Science Museum		10,556	10,806	250	1,118	10,569	10,819	250	1,137		
12	Acharya Atrey Chowk	Between Science Museum & Acharya Atrey Chowk		11,397	11,647	250	590	11,409	11,659	250	590		
13	Worli	Between Acharya Atrey Chowk & Worli		12,879	13,129	250	1,232	12,876	13,126	250	1,217		
14	Siddhivinayak	Between Worli & Siddhivinayak		14,502	14,754	252	1,373	14,480	14,732	252	1,354		
15	Dadar	Between Siddhivinayak & Dadar		15,858	16,182	324	1,105	15,856	16,180	324	1,124		
16	Shiladevi	Between Dadar & Shiladevi		17,592	17,832	240	1,410	17,607	17,847	240	1,427		
17	Dharavi	Between Shiladevi & Dharavi		19,400	19,651	251	1,568	19,400	19,651	251	1,553		
18	Bandra Kurla Complex	Between Dharavi & Bandra Kurla Complex		21,113	21,586	473	1,462	21,154	21,627	473	1,503		
19	Vidyanagari	Between Bandra Kurla Complex & Vidyanagari		22,476	22,726	250	890	22,518	22,768	250	890		
20	Santacruz	Between Vidyanagari & Santacruz		23,475	23,726	251	749	23,505	23,756	251	738		
21	CSIA Domestic	Between Santacruz & CSIA Domestic		25,776	25,972	196	2,050	25,752	25,948	196	1,996		
22	Sahar Road	Between CSIA Domestic & Sahar Road		27,488	27,706	218	1,516	27,460	27,678	218	1,512		
23	CSIA International	Between Sahar Road & CSIA International		28,418	28,679	261	713	28,391	28,651	261	713		
24	Marol Naka	Between CSIA International & Marol Naka		29,544	29,782	238	865	29,589	29,826	238	937		
25	MIDC	Between Marol Naka & MIDC		30,768	31,008	240	987	30,837	31,077	240	1,010		
26	SEEPZ	Between MIDC & SEEPZ		32,012	32,252	240	1,003	32,050	32,290	240	973		
27	Aarey Station & Ramp (at grade)	Between SEEPZ & Ramp (at grade)		32,252	33,027	-	775	32,290	33,027	-	737		
28	Aarey Depot	-		-	-	-	-	-	-	-	-		

## **3.5 Scope of the License**

### **3.5.1** Licensee shall be responsible for the following activities:

- i. Licensee shall utilise the already laid 96F (48 Pairs) Optic Fibre Cables (OFCs) for commercial utilisation for provision and enhancement of optic fibre connectivity at and around Mumbai Metro Line 3. OFCs will be distinctly marked for easy identification. Refer Annexure-6 for OFC System Architecture description. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.
- ii. Additionally, the Licensee is provided Right of Way (RoW) to lay 144F (72 Pairs) OFC per tunnel for which the Licensee shall be responsible for installing OFC on the provided cable tray, dropping cable as well as making necessary connections to the undercroft and further to the ground. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.
- iii. At each station, the Licensee shall use the space in the undercroft (below the track) for the installation of equipment. To connect with the ground level, the Licensee shall lay cables from the undercroft to the ground, through routes defined by MMRC. In case the Licensee requires additional space for termination box, 1 sqm space maybe allotted on a case-by-case basis in the Telecom Equipment Room located on the platform.
- iv. Licensee shall lease OFCs to Mobile Service Providers (MSPs), and non-telecom operators for other requirements like Wi-Fi, Internet Service Provider (ISP), etc.
- v. Being an exclusive License, MMRC shall not give any OFCs on License basis to any other entity for commercial use.
- vi. Operate, manage and maintain the licensed OFCs and related installations. During operation & maintenance, access will be provided by the Authority to authorized people of the Licensee as per the availability of the site.
- vii. Procurement, fabrication, installation and erection of any equipment required to operationalize the OFCs at its own cost.
- viii. 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.
- xi. Appoint an authorized representative to interact with the Authority representative for matters related to this License.

- xii. Comply with all statutory requirements in connection with License Agreement.
- xiii. Ensure regular and timely payments of all amounts due to Authority and discharge all obligations as per License Agreement.
- xiv. 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.
- xv. In case the installation works takes place post ROD the installation shall be undertaken only during non-operational hours as per track access made available (safety guidelines of the Authority are to be followed). In case of cable breakdown, Licensee does not hold any claim on Authority due to lack of time slots for cable repair/maintenance.
- xvi. The Licensee shall ensure that the cable/duct is well maintained and does not infringe train movement and other installations at any time.
- xvii. Procurement, fabrication, installation and erection of equipment at its own cost within the cable trays provided; all the structures and spaces to be restored to original condition after the installation.
- xviii. Any additional cable laid along the track under the scope of this tender will not be allowed to remove at the end of the period and **to be handed over to MMRC.**
- xix. At the ground level, the Licensee shall take requisite permissions from the relevant authorities to connect the OFC with their larger network at ground level.

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### **3.6 Eligibility Criteria & Tender Structure**

- i. The Bidding Entity to be a company incorporated under the Companies Act 1956 / 2013 or any other legal entity as per Indian law.
- ii. Bidding Entity shall have the minimum specified experience in managing telecom infrastructure business as specified in the Key Commercial Terms.
- iii. Bidding Entity shall have minimum Average Annual Turnover and Net Worth as specified in the Key Commercial Terms.
- iv. Consortium or Joint Ventures are not permitted.
- v. 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:
  - a) MMRC or any other Metro / Railway Organization in India
  - b) Any Planning Authority in Maharashtra including MMRDA, MCGM, etc.
  - c) Any Central or State Ministry or Department in India
  - d) The Bidding Entity shall make this declaration in its Application Letter as per the prescribed format
  - e) 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 tender as applicable. In such cases, Bid Security / Performance Security furnished by the Bidding Entity / Licensee shall be forfeited.

Criteria	Description	Documentary Proof Acceptable
<b>Technical Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>Unified License – National Long Distance (UL-NLD) issued by Department of Telecommunication (DoT) of Govt. of India or other permissible license for OFC leasing business / operations.</li> <li>Minimum 5 years of experience in managing any telecom infrastructure in India.</li> <li>Experience of leasing OFCs of at least 10,000 pair kilometers cumulatively to various clients over the past 5 years in India.</li> <li>Experience of at least one project involving OFC leasing / installation at any transportation related site like metro, airport, monorail, highways, railways, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Applicable license issued by DoT.</li> <li>For companies incorporated in India, Certificate of Incorporation/ Registration under Companies Act 1956 / 2013 or Partnership Firm registered under the LLP Act.</li> <li>For leasing experience, leasing contracts / purchase orders with clients to be submitted.</li> <li>For transportation experience, contract / work order along with certificate of satisfactory performance from the relevant client / Authority to be submitted.</li> <li>Company presentation with an overview of the organization and its businesses.</li> <li>All documents to be self certified by the authorized signatory.</li> </ul>

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Criteria	Description	Documentary Proof Acceptable
<b>Financial Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>Minimum average annual turnover of Rs 50 Crore in the preceding three financial years <b>AND</b></li> <li>Net Worth of minimum Rs 5 Crore as of 31-Mar-2023</li> </ul>	<ul style="list-style-type: none"> <li>Statutory Auditor / Chartered Accountant certificate certifying the turnover and network.</li> <li>Audited financial statements (complete set) for preceding three financial years FY21, FY22, FY23.</li> <li>For the purposes of this RFP – <ul style="list-style-type: none"> <li>“Turnover” shall mean Gross Revenue of the Bidding Entity.</li> <li>“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.</li> </ul> </li> </ul>
<b>Consortium or Joint Venture</b>	<ul style="list-style-type: none"> <li>Not permitted</li> </ul>	<ul style="list-style-type: none"> <li>-</li> </ul>

Key Terms	Description
<b>Bid Security</b>	<ul style="list-style-type: none"> <li>• Bid Security is to be paid online through the payment gateway on the tender portal.</li> <li>• Bid Security shall be refunded to the non-winning bidders.</li> <li>• Bid Security shall be refunded to the Selected Bidder after furnishing of the Performance Security by the Selected Bidder as described in this RFP.</li> <li>• Bid validity is 180 days and Bid Security shall be in force till the expiry of such period.</li> <li>• If Bidders withdraw or modify their Bid during the Bid validity period, then their Bid shall not be considered for further evaluation and their Bid Security shall be forfeited.</li> <li>• If a Bidder is awarded the License and they fail to sign the License Agreement, or to furnish the Performance Security within the prescribed timelines, then their Bid Security shall be forfeited, and they shall be liable for suspension from participating in future tenders published by the Authority.</li> <li>• Micro &amp; Small Enterprises (MSE) shall be exempt from Tender Document Cost &amp; Bid Security payment, subject to furnishing of valid MSE certificate for telecom business. MSEs are requested to make the necessary payments of Rs. 10,000 + GST for Tender Document on the portal. The amount will be reimbursed separately after submission of the proof of payment and valid MSE / UAM registration certificate for telecom business.</li> </ul>



Key Terms	Description
<b>Bid Parameter</b>	<ul style="list-style-type: none"> <li>• <b>Monthly License Fee in Rs. per month for Year 1 for the scope of this contract.</b></li> <li>• Bidders are encouraged to undertake site visits and undertake their own due diligence regarding the feasibility of managing OFC operations at Mumbai Metro Line 3.</li> </ul>
<b>Bid Evaluation</b>	<ul style="list-style-type: none"> <li>• Bidder quoting the highest Financial Bid as per Single Bid Parameter defined in this RFP shall normally be declared as the Selected Bidder for Award.</li> <li>• Authority reserves the right to not award the License to the highest bidder as decided by the bid evaluation committee.</li> <li>• 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.</li> <li>• The Authority reserves the right to reject any / all bids and / or annul this RFP at any time for whatsoever reason.</li> </ul>
<b>Bid Award</b>	<ul style="list-style-type: none"> <li>• Authority shall issue a Letter of Award (LoA) to the Selected Bidder after the opening and evaluation of Financial Bid.</li> <li>• The Selected Bidder is required to give its Acceptance to the LoA within 2 weeks of receipt of the LoA.</li> <li>• The Selected Bidder is required to furnish the Performance Security and execute the License Agreement within 30 days of issue of LoA, failing which the LoA is liable to be cancelled and Bid Security liable to be forfeited besides debarring of the Bidding Entity by the Authority.</li> </ul>

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### **3.7 Key Commercial Terms**

<b>License Description</b>	Licensing of 96F (48 Pairs) of optic fibre cables in each tunnel (downline and upline) along 33.5 km of Mumbai Metro Line 3 <b>AND</b> Licensing of RoW for 144F (72 Pairs) pairs of optic fibre cables along each tunnel of the 33.5 km of Mumbai Metro Line 3 Note: OTDR measurement of length of cable will be treated as actual for payment.
<b>Contract Type</b>	License Agreement between Licensor (MMRC) and Licensee (Selected Bidder)
<b>Handover of Site by Authority</b>	After execution of the License Agreement; as the station and tunnel works are ongoing the handover and access to the sites will be done at the earliest as per the completion schedule in tranches which will be informed to the Licensee
<b>License Period</b>	<ul style="list-style-type: none"> <li>• 9 years starting from the expiry of the Pre-Commencement Period</li> <li>• Extendible by 3 years based on mutual agreement and based on satisfactory performance by the Licensee</li> </ul>
<b>Pre-Commencement Period</b>	90 days from the Handover Date for each Reach (License Fee-free period)
<b>Lock-In Period</b>	2 years from signing of the License Agreement
<b>Notice Period</b>	6 months' notice for termination by Licensee (after expiry of Lock-In Period) for e.g., if License Period starts on 1-Oct-2023 and Lock-in Period ends on 30-Sep-2025 then earliest Notice for termination may be served is on 01-Mar-2025
<b>Right of First Refusal</b>	Licensee shall have the Right of First Refusal (RoFR) in subsequent tenders to match the highest bid if the Licensee's bid is within 10% of the winning bids, and the License shall be as per the updated terms and conditions of the new License Agreement
<b>Sub-Licensing</b>	Not permitted; to clarify, Licensee can enter into contract with end-users of OFC, but not to other OFC leasing firms

Key Terms	Description
<b>License Fee &amp; Maintenance Charges</b>	<ul style="list-style-type: none"> <li>License Fee shall be the amount quoted in the Financial Bid in Rs for Year 1 for the scope under this contract</li> <li>Rs. 1 lakh per month i.e., Rs 12 lakh annually towards Maintenance Charges</li> <li>Additional stations may be added under the License at a future date (one additional station at Navy Nagar south of Cuffe Parade is being envisaged; approval is not received in this regard till date). In such a case, the License Fee shall be adjusted pro-rata based on the chainage (License Fee shall be multiplied by the factor of additional chainage by initial chainage to arrive at the additional License Fee).</li> <li>License Fee &amp; Maintenance Charges shall be escalated by 6% every year</li> <li>Amounts of 50 paisa and above will be rounded off to the next Rupee, and lower than 50 paisa will be dropped</li> <li>All fee &amp; charges mentioned above is exclusive of GST and applicable taxes</li> </ul>

<b>Costs Involved for the Licensee</b>	<p>The Licensee shall be required to incur following costs during the License Term:</p> <ul style="list-style-type: none"> <li>License Fee, Maintenance Charges</li> <li>Costs for furnishing Performance Security</li> <li>Installation of meters, utility charges on actuals, if any</li> <li>Cost of cabling, cable trays (excluding the tunnels), clamps, and all other material required to operationalizing the OFCs, if any</li> <li>Additional license fee for using space on cable tray (at stations) @Rs. 25,000 (exclusive of GST and other applicable taxes) per station per month. This charges include maintenance and supervision charges of the authority.</li> <li>Applicable taxes including GST and stamp duty</li> <li>Statutory levies as applicable</li> <li>Applicable insurance premium for full insurance cover of all installations, infrastructure, manpower of the Licensee (Insurance policies from authorized insurers should be submitted to the Authority prior to installation / commencement of operations / deployment of manpower).</li> </ul>
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Key Terms	Description
<b>Space Available at Ducts /Cable Trays /J-hanger</b>	<ul style="list-style-type: none"> <li>• Access to cable trays housing the existing spare OFCs plus RoW for laying additional OFCs</li> <li>• Licensee may install additional OFCs for commercial use in the 50 MM duct/ cable tray/ J-hanger as prescribed by MMRC</li> <li>• To deploy &amp; maintain optic Fibre 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 level.</li> <li>• Any branching of the cables shall be permitted only at the edges of the platforms</li> </ul>
<b>Space Available at the Station</b>	<ul style="list-style-type: none"> <li>• Appropriate space maybe made available at the station basis feasibility by MMRC, and mutually agreed with the Licensee (refer clause on Implementation Plan for the procedure).</li> <li>• Space shall be provided in the undercroft for installation of telecom equipment.</li> <li>• 1 sqm each at each station maybe provided in Telecom Equipment Room basis availability for installation of termination box. The OFC equipment shall not interfere with any of the existing equipment installed in the room</li> <li>• No separate charges shall be applicable for this space in addition to the License Fee and Maintenance Charges</li> <li>• Additional space, if required, shall be made available based on availability and feasibility at the rate of Rs 2,000 per sqm</li> </ul>
<b>Electricity &amp; Utilities</b>	<ul style="list-style-type: none"> <li>• Separate meter if required shall be procured and installed by the Licensee based on recommendation of Discom as advised by the Authority; utility charges for electricity for all telecom installations including Wi-Fi to be paid directly by the Licensee to the Discom within the prescribed due date</li> <li>• Authority shall accommodate provision for earthing required by the Licensee at no additional cost</li> </ul>
<b>Implementation Plan</b>	<ul style="list-style-type: none"> <li>• Selected Bidder shall submit a space requirement, installation, operations &amp; maintenance plan for approval to the Authority; Authority will review the submitted plans from the perspectives of safety, operational feasibility, aesthetics, etc. and provide remarks to the Licensee which the Licensee has to incorporate and submit in its revised plans for approval by Authority</li> <li>• Licensee is required to submit a technical installation and maintenance proposal which will be vetted by MMRC and objections if any will be raised which conflict metro operations etc. which will have to be accommodated.</li> </ul>

Key Terms	Description
<b>Implementation Plan</b>	<ul style="list-style-type: none"> <li>• Licensee is required to prepare the Implementation Plan within 21 days of issue of LOA and submit to MMRC for approval</li> <li>• MMRC will respond to the plan within 21 days of submission</li> <li>• If there is a delay on part of MMRC to revert to the plan, then there will be commensurate adjustment to the Pre-Commencement Period</li> <li>• However, if there is any delay on part of the Licensee, then there will be no such adjustment of Pre-Commencement Period</li> </ul>
<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>• License Fee and Maintenance Charges are payable annually in advance</li> <li>• Invoice shall be raised by the Authority by 5th of the month immediately preceding each year of the License and payable by Licensee 20th of the same month; delayed payment shall attract interest as per provisions of clause 3.8.3(vi).</li> <li>• In case of non-receipt of any invoice, Licensee shall collect the same from the office of the Authority</li> <li>• Licensee shall make payment of License Fee by demand draft, banker's cheque payable at Mumbai or online banking modes in favour of Mumbai Metro Rail Corporation Limited</li> </ul>

Key Terms	Description
<b>Performance Security</b>  <i>Refer Bidding Form on Performance Security Format</i>	<ul style="list-style-type: none"> <li>Interest-Free Performance Security to be furnished by the Licensee within 30 days of issue of LoA</li> <li>It shall be furnished in the form of a Demand Draft, Bankers Cheque or irrevocable Bank Guarantee from Nationalized or Scheduled Commercial Bank in India</li> <li>Before execution of the License Agreement, Performance Security to be furnished shall be for an amount equal to 6 months License Fee plus Maintenance Charges of the 3<sup>rd</sup> year of the License adjusted for annual escalation with validity of 3 years plus 6 months (in case of Bank Guarantee)</li> <li>30 days prior to the expiry of the Performance Security, the Performance Security shall be renewed by the Licensee for a further period in blocks of 3 years till the expiry of the License (including extension period if any), and it shall be for an amount equal to 6 months License Fee plus Maintenance Charges of the 3<sup>rd</sup> year of immediately subsequent 3-year block, adjusted for annual escalation with validity of 3 years plus 6 months (in case of Bank Guarantee); if the Licensee fails to renew the Performance Security as described above, the Authority shall have the rights to forfeit the Performance Security.</li> <li>The Authority has the right to invoke the Performance Security in case of Event of Default by the Licensee or other such situations as described under various sections in this RFP</li> </ul>
<b>Installation &amp; Operations</b>	<ul style="list-style-type: none"> <li>Licensee shall install their OFCs for commercial use in the duct/ cable tray/ J-hanger as prescribed by MMRC</li> <li>Licensee shall ensure strict adherence to Permit-to-work (PTW) process and safety guidelines of the Authority.</li> <li>Any branching of the cables is permitted only at the edges of the platforms</li> </ul>

## **3.8 Conditions of Contract**

### **3.8.1 General Provisions**

- i. The Selected Bidder has been licensed OFCs at Mumbai Metro Line 3 on an 'as is where is' basis subject to the terms and conditions specified in the License Agreement in pursuant to the bidding process.
- ii. The subject space for bidding shall be used only for the bona fide purpose of OFC by the Bidder and Authority reserves the right to ensure that there is no violation of the same.
- iii. Activities undertaken in the licensed space should neither interfere with metro activities nor causes any inconvenience to metro commuters.
- iv. The Authority shall provide the Licensee with space on the concourse without any structural fitment.
- v. The Licensee shall solely bear the cost of installation, operations, repair and maintenance of any equipment required to operationalize the OFCs.
- vi. All the structures and spaces shall be restored to original condition after the installation by the Licensee.
- vii. Licensee equipment and operations shall be as per the latest technology standards.

### **3.8.2 License Period**

- i. The License Period shall be as per Key Commercial Terms, unless otherwise terminated by the Authority or surrendered by the Licensee.
- ii. The License Period for any additional commercial space handed over / allotted during the License Period will be co-terminus with the original License Period of the License Agreement.
- iii. 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.
- iv. The Licensee shall be provided sufficient pre-commencement period for operationalizing the OFCs and for installations if any, and such time period prior to the commissioning of the metro line shall not be considered as part of the License Period.
- v. After successful completion of the full term of the License Period, the Authority shall undertake a fresh bidding process to grant License for the commercial space. The existing Licensee shall be provided the right to match the highest financial bid, if they participate in the bidding process and their bid is within 10% of the highest bid. In case the Licensee successfully exercises this right and matches the highest financial bid, it shall be granted the new License as per the terms and conditions of the updated License Agreement at that time.

### **3.8.3 Licensee Fee & Payment Terms**

- i. The Licensee shall, in consideration of the License granted by the Authority, pay to the Authority Licensee Fee, Maintenance Charges and furnish Performance Security as detailed in the Key Commercial Terms.
- ii. The Licensee voluntarily and unequivocally agrees to make all payments to the Authority as may be due before the due date, based on the Invoice raised by the Authority.
- iii. The payment of dues should preferably be made by RTGS/NEFT/ECS mode to the Authority with the laid down procedure. The details for the Authority's bank account for e-payment shall be provided separately. Licensee may also submit the dues in the form of Demand Draft/ Bankers Cheque in favour of "Mumbai Metro Rail Corporation Limited" payable at Mumbai.
- iv. The payment of the License Fee 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 on dues outstanding up to 30 days of delay from Due Date (the "Cure Period"). After expiry of 30 days from Due Date, if the default still persists, the applicable penalty shall be 18% per annum till the dues are settled or till the License is terminated.
- v. Non-payment of License Fee and other dues:
  - a. Non-payment of License Fee and other dues within 30 days from Due Date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle the Authority to terminate the License Agreement as per provisions stipulated in this Agreement.
  - b. 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 and shall be free to invoke the Performance Security furnished by the Licensee after adjustment of all dues whatsoever and take such other action available to it under this Agreement and as per Law.
  - c. The utilities being provided to the Licensee if any may be disconnected after 15 days of the Termination Notice if the Licensee fails to deposit the outstanding dues.
  - d. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 15 days of issue of Licensee's Event of Default Notice, along with a written request in the matter.
- vi. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, this Agreement shall stand automatically terminated without giving any notice to the Licensee and the Performance Security shall stand forfeited to the Authority.



- viii. The Licensee shall vacate the Licensed Premises within 30 days of termination of this Agreement. A certificate from concerned Station Managers or its authorized representative in proof of Licensee having vacated the Licensed Premises will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- ix. In case of non-vacation of Licensed Premises within stipulated period after termination on account of non-payment of License Fee and other dues, the Licensee voluntarily agrees to permit the Licensor to disconnect all utility services including electric supply to the Licensed Premises and to seal the Licensed Premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

### **3.8.4 Performance Security**

- i. Prior to signing of the License Agreement, the Selected Entity shall furnish Interest Free Performance Security to the Authority within 30 days of issue of LoA as prescribed in the Key Commercial Terms. Licensee shall furnish single Performance Security for all stations Licensed to it. 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.
- ii. In case of allotment/handing over of any new/additional location/stations the Performance Security shall be paid / updated by factoring in the additional location allotted and handed over.
- iii. In case the Licensee fails to furnish the prescribed BG/ Demand Draft from time to time as specified in the Key Commercial Terms, 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 paid in advance.
- iv. 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.

- v. 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.
- vi. The Authority reserves the right for deduction of dues from Licensee's Performance Security for:
  - a. Any amount imposed as a fine by MMRC for irregularities committed by the Licensee.
  - b. Any amount which the Authority becomes liable to the Government/ Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
  - c. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
  - d. Any outstanding payment/ claims of the Authority which remain due after completion of relevant actions as per agreement.
- vii. Once the amount as above is debited, the Licensee shall replenish the Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee's Event of Default.

### **3.8.5 Payment of Statutory Levies & Taxes**

- i. 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 for onward remittance to the relevant government authorities.
- ii. The Authority shall provide security at stations which will oversee all station assets including telecom infrastructure 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.
- iii. Onus of registration of License Agreement and payment of applicable stamp duty and registration fee shall rest solely with the Licensee. Provisions of the Maharashtra Stamp Act shall apply.  
Refer <https://igrmaharashtra.gov.in/Home/acts>
- iv. Direct taxes on respective income shall be borne by the respective Parties.

- v. The property tax if applicable on the licensed commercial space, 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.
- vi. Insurances:
  - a. 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 all risk coverage, including but not limited to fire, theft and burglary insurance coverage in respect of all its immovable and movable assets in the licensed space. The Licensee shall also obtain insurance policy for its manpower deployed (Client's liability and worker's compensation insurances, insurances covering death, hospitalization, accident, travel, others) and towards third-party liability insurance for claims / damages. The Authority shall be indemnified against all claims arising out of the above.
  - b. The Licensee shall submit to Authority, suitable evidence that the foregoing policy or policies are in effect. Proof of all insurances taken shall be furnished by the Licensee to the Authority one week prior to the deployment of infrastructure and / or manpower in various tranches.

### **3.8.6 Applicable Regulations**

- i. 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.
- ii. 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.
- iii. The Authority shall facilitate sourcing of such approvals where required and feasible.
- iv. Licensee shall install and operate its fixtures and infrastructure 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), and such other statutory and/ or local authorities as may be required under the law in force, at its own cost.

- v. The Licensee shall ensure adherence to international quality standards as applicable to telecom infrastructure as per guidelines of DoT, TERM, etc. at its own expense. The Licensee shall ensure strict compliance with permissible radiation limits for mobile towers as laid down by Municipal Corporation / State Government / DoT from time to time.
- vi. 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.
- vii. 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.

### **3.8.7 Site Access**

- i. Access to stations for the purpose of installation of infrastructure and its maintenance shall be regulated by the office of the Director (Operations) 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.
- ii. Licensee shall ensure strict adherence to Permit-to-work (PTW) process and safety guidelines of the Authority.
- iii. Right of Way to the station 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.

### **3.8.8 Utility Provisions**

The Licensee shall pay electricity charges as per the prevailing MMRCCL policy.

- i. Authority shall provide access to electricity to the Licensee, if required, through typical plug points. The Licensee shall install a separate meter at its own cost, as per the recommendation of the Authority, for measuring electricity consumption. Licensee shall pay for the electricity charges on actuals.
- ii. Utility charges for electricity shall be billed by the Authority to the Licensee on actuals. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency.

### **3.8.9 Fire & Other Safety Provisions**

- i. All materials used, including electrical materials should be fire resistant.
- ii. The specifications with respect to fire and other safety provisions of the additional cable to be laid by the Licensee shall be equivalent or better than the existing cables including, but limited to, armour, anti-rodent, fire retardant, low-smoke zero-halogen outer jacket, compliant with G.652.D standards.
- iii. 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.
- iv. The Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.
- v. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed space 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.
- vi. Firefighting installations inside the licensed space, if any, including fire alarms and smoke detection systems 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 space.

- vi. The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

### **3.8.10 Installation & Operations**

- i. The Licensee shall submit the space requirement and installation details mentioned below for approval of Authority before installation of any equipment:
  - a) Installation plan showing placement of equipment, cable routing, requirement of cable trays / J-Hangars, electricity connectivity, etc.
  - b) Operations plans indicating the schedule of regular and major maintenance
  - c) Specifications of materials to be used, utility specifications of electricity, other services specifications
- ii. 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. Designing of all units / structures should complement station architecture.
- iii. 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 infrastructure. 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 infrastructure only in accordance with the written approval by the Authority at any licensed space.
- iv. Licensee shall ensure that infrastructure installed does not interfere with the sensitive electronic infrastructure installed at the station and along the alignment by the Authority, including TETRA based train radio system.
  - a) 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.
  - b) 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.

- v. The Licensee will be allowed to carry out installations within the said space at its own cost after receiving approval from the Authority, but without altering or damaging the main/shell structure, load bearing / structural members and any services / utilities, etc. of the said premises.
- vi. Authority shall facilitate the installation by providing access to cable trays, optic fibre cables, 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, use existing / install new cable trays, instal clamps, etc. where such provision is not available. No claim on this account will be entertained by the Authority.
- vii. 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.
- viii. 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.
- ix. No advertisement/ branding / signage in any format shall be allowed.

### **3.8.11 Safety of Commuters & Personnel**

- i. 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.
- ii. 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, 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.
- iii. 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.

### **3.8.12 Licensee's Personnel**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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 space.
- v. Licensee O&M staff is expected to monitor the health of the infrastructure and fixtures periodically and flag off any related issues to the Authority which will then take necessary remedial action.
- vi. 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.
- vii. 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.

### **3.8.13 Damages & Penalties**

- i. The Licensee shall be responsible for damages to the common areas of the complex like flooring, lift cars, etc. 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.



- ii. 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:
  - a) Dishonour of drafts and cheques given by the Licensee in favour of the Authority
  - b) Failure to remove interference from the sensitive electronic infrastructure installed at the station and along the alignment, including TETRA based train radio system
  - c) Debris / waste is found disposed off by the Licensee on undesignated Authority premises
  - d) Licensee is found to have put up advertisements / branding / signages, etc. at any location in any format
  - e) 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.
  - f) Not following safety and security norms and other instructions as may be indicated by authorized representative of the Authority
  - g) Any staff of the Licensee found without ID Card

### **3.8.14 Procedure at the time of Expiry of License**

- i. At the time of the successful completion of the License Period or at the time of termination, the Licensee shall leave the OFCs and other equipment on a as-is, where-is basis.
- ii. After the Licensee has removed all the fixtures, 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.
- iii. Interest Free Performance Security (Bank Guarantee) furnished by the Licensee shall be returned to the Licensee after all payments against damages and other dues payable to the Authority are recovered.
- iv. 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.
- v. The Authority reserves the right to recover the outstanding dues from the other contracts between the Licensee and the Authority, if any.
- vi. 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.

- vii. The uninstallation of any equipment should be initiated 1 month prior to the end of the License Period such that the above process is completed by the time License Period ends.
- viii. 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.
- ix. 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.

### **3.8.15 Rights under this License**

- i. The Licensed space at platform and/ or concourse levels of the metro station 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.
- ii. Under no circumstances shall the tendered space 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.
- iii. Sub-licensing of rights under this License to any person or entity is not permitted.
- iv. 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:
  - a. The Licensee shall not have or claim any interest in the said licensed units as a tenant / sub-tenant or otherwise
  - b. The rights, which Licensee shall have in relation to the said premises, are only those set out in this License Agreement
  - c. The relationship between the Authority and Licensee under and / or in pursuance of this License Agreement is as between Licensor and Licensee. 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.

### **3.8.16 Obligations under this License**

- i. Licensee shall utilise the licensed space for OFCs only for provision and enhancement of fibre connectivity at and around selected metro stations.
- ii. Procurement, fabrication, installation & erection of infrastructure required for operationalizing the OFCs within the Licensed Premises only.
- iii. Operate, manage and maintain the licensed space and infrastructure.
- iv. Ensure regular and timely payments of all amounts due to Authority and discharge all obligations as per License Agreement.
- v. Appoint a competent, authorised representative to interact with nodal Authority representative to bring clarity in understanding of space, coordinate and implement decisions taken.
- vi. For the purpose of placement of infrastructure, the Licensee shall submit the design/ layout of the location of placement of infrastructure along with other relevant details. The Authority shall consider the plan with respect to structural stability, operational feasibility, safety and security and aesthetics. If the whole plan or a part of plan is not approved by the Authority, Licensee is required to submit revised plan for approval. All further modification/ revision in plan are required to be approved by the Authority.
- vii. Designing of all units / structures to complement station architecture and aesthetics for installation of telecom infrastructure.
- viii. 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.
- ix. Comply with all statutory requirements in connection with License Agreement.
- x. GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee.
- xi. Payment of all applicable statutory taxes, local levies, stamp duty, etc. (except property tax which shall be borne by MMRC) as and when due and the onus of payment of these taxes shall be on the Licensee.
- xii. Licensee shall also adhere to procedure of MMRC regarding release of electric supply and specification of materials to be used for use of electric supply, air-conditioning work, Fire Protection System, Fire NOC and Material Specification for renovation/ refurbish of premises.

- xiii. Installation of any infrastructure, cables and accessories in any of Mumbai Metro Line 3 premises such as station, tunnel, depot, etc. shall be compliant to fire standards such as NFPA-130 or any other applicable standards prescribed by MMRC.
- xiv. Bidders are encouraged to adopt Indian sources to the maximum possible extent and comply with the guidelines of 'Make in India' issued from time to time. Pursuant to the office memorandum of the Government of India for "Registration of bidders from countries which share land border with India" No. P-45021/112/2020-PP(BE-II)(E-43780), dated 31-Aug-2020, the bidders having beneficial ownership in countries which share land border with India shall be required to register with the competent authority to be eligible to bid in public procurement. Relevant links -

<https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvbdihbfgGhdfgFHtytRtMTM5ODc4>

[https://dot.gov.in/public-procurement-preference-make-india#:~:text=PP%2DPreference%20to%20Make%20in%20India,-Public%20Procurement%20\(Preference&text=DoT%20PP%20MI%20is%20based,view%20to%20enhance%20income%20%26%20employment.](https://dot.gov.in/public-procurement-preference-make-india#:~:text=PP%2DPreference%20to%20Make%20in%20India,-Public%20Procurement%20(Preference&text=DoT%20PP%20MI%20is%20based,view%20to%20enhance%20income%20%26%20employment.)

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### **3.8.17 Indemnity**

- i. 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.
- ii. The Licensee shall, indemnify the Authority (refer Bidding Form in the annexures) 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 utilise space 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.
- iii. 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.

### **3.8.18 Suspension of License**

- i. The Authority may suspend the License in whole or in part, by written notice to the Licensee, if the Licensee fails to perform its obligations under this License.
- ii. 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, failing which the Licensee shall be required to decommission the telecom infrastructure. The Licensee shall not be permitted to accept any new telecom service provider for the period of such suspension.
- iii. There shall be no adjustments to the License Fee paid by the Licensee in advance for the duration of such suspension.

### **3.8.19 Termination of License**

- i. 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 -
  - a) 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.
  - b) 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.
  - c) If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings.
  - d) 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.
  - e) 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.
  - f) If the Licensee, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the License.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

### **3.8.20 Force Majeure**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- vi. The Authority shall partially / fully waive off the License Fee for the period of force majeure and / or extend the License Period to compensate for the period of reduced / NIL revenue.

### **3.8.21 Dispute Resolution**

- i. 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 (Planning) 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.
- ii. If the Licensee is not satisfied with the order passed by Director (Planning) 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 (Planning) 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.

iii. Arbitration:

- a. If the dispute cannot be settled amicably within sixty (60) days after serving notice of dispute, the Parties may endeavour to settle the dispute by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof.
- b. The sole arbitrator shall be appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration.
- c. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs. 50 Lakh and to a panel of three Arbitrators, if total value of claims is more than Rs. 50 Lakh. The same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof.
- d. The seat of arbitration shall be Mumbai and the language of arbitration shall be English.
- e. The decision of the arbitrator shall be final and binding upon the Parties.
- f. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator.
- g. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.
- h. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to the Authority as per the License Agreement.
- i. If the Licensee / Authority is still not satisfied with the Arbitration award, they may approach the relevant courts of law. Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the License.



## 4. Bidding Forms

### **4.1 Application Letter Format**

< to be submitted on Bidding Entity's letterhead >

To

**Director (Planning),**

Mumbai Metro Rail Corporation Limited (MMRC),

Hallmark Business Plaza, 8<sup>th</sup> Floor, Sant Dnyaneshwar Nagar,

Bandra East, Mumbai 400051

**Sub: Application towards RFP for Appointment of Licensee for Licensing Of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3**

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 Optic Fibre Cables Rights at Mumbai Metro Line 3, 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.

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

Name & Designation: .....

Phone & Email: .....

This application is made with full understanding that MMRC reserves the right to reject or accept any / all bids and / or cancel the bidding process, for which MMRC 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:

## **4.2 Power of Attorney**

< To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.100) and 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> son / daughter / wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of <designation> as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 Bid / Proposal for the "Licensing of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3 (the "Project")" proposed by Mumbai Metro Rail Corporation Ltd (the "Authority"), including but not limited to signing and submission of all applications, Bids / 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 Bid / Proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid / Proposal for the said Tender / Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

Date & Place:

For \_\_\_\_\_

(Signature, name, designation and address of the person authorized by Board Resolution)

Accepted:

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

Witnesses:

- 1.
- 2.

Person identified by me/ personally appeared before me/signed before me/Attested/  
Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal & Registration Number of the Notary:

Date: .....

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. 50 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.

### **4.3 Statutory Auditor's Certificate**

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

TO WHOMSOEVER IT MAY CONCERN

We, <name of the CA firm>, hereby certify that the Turnover and Network of <name of firm> is as follows –

Financial Year	Figures in Rs Cr
FY 2020-21 Gross Revenue	
FY 2021-22 Gross Revenue	
FY 2022-23 Gross Revenue	
Average of the above 3 years	
Networth as of 31-Mar-2023	

Authorized Signatory:

Chartered Accountants

Membership Number:

UDIN:

Date:

Note:

Figures in Rs Cr to be shown with two decimal points

Gross revenue should be from telecommunication business only

## 4.4 Technical Experience of the Bidder

< on company letter head >

### List of relevant projects undertaken

SN	Client Name	Project Description (Metro / Airport / Road, etc.)	Description of OFC Installation if any	Description of OFC Leasing and O&M	Year	Pair Kms
1						
2						
3						
...						

Name, Designation & Sign of authorized signatory:

Name & Seal of Bidding Entity:

Date & Place:

Note:

- Supporting documentary proof from the client to be furnished
- IP-1 Registration Certificate to be furnished

## **4.5 Litigation History Details**

< on company letter head >

### **List of Cases**

SN	Case Particulars	Date of Filing	Case Outcome / Present Status
1			
2			
3			
...			

Name, Designation & Sign of authorized signatory:

Name & Seal of Bidding Entity:

Date & Place:

Note:

Bidder to disclose those litigation history and cases pending where any action of show cause notice, blacklisting, debarring, banning, suspension, deregistration and cheating is involved with State or Central Government, Statutory Authorities, leading to penal action such as forfeiture of bidders' performance security, recovery of fee, or any other penalties including debarring in bidding process of 12 months or more, initiated against the company or firm in contract agreement under which services are provided, for last 10 years from the date of submission of bid.

## **4.6 Space & Utility Requirements**

Please specify your requirements below –

Head	Specifications
------	----------------

Space at Concourse  
/ Platform

---

Electricity, utilities,  
if any

---

Other requirements

---

## **4.7 Indemnity Bond**

< to be submitted on non-judicial stamp paper of Rs 100 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 Mumbai Metro Rail Corporation Ltd (MMRC) hereinafter called INDEMNIFIED – LICENSOR;

Towards its License of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3.

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 MMRC 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 which are 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 MMRC without reference to actual loss or damage sustained and whether or not any damage shall have been sustained. The decision of MMRC 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



## **4.8 Performance Security**

- < to be submitted on non-judicial stamp paper of Rs 100 duly notarized >  
< to be furnished after award of the License and not at the time of the bid >

### **IRREVOCABLE BANK GUARANTEE BOND TOWARDS PERFORMANCE SECURITY DEPOSIT**

1. This irrevocable Deed of Guarantee made this day of ..... (month & year) between Bank of....., hereinafter called “the Bank”, on the one part, and Mumbai Metro Rail Corporation (MMRC), hereinafter called “the Licensors”, on the other part.
2. Whereas Mumbai Metro Rail Corporation (MMRC) has awarded the License for Licensing of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3, 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 Licensors 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 Licensors 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 Licensors in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured, or the giving of time by the Licensors for the payment hereof shall in no way relieve the Bank of its liability under this Deed.
9. The expressions "the Licensors", "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 .....

## **4.9 FIN-1: Financial Proposal Submission Form**

< to be submitted on Bidding Entity's letterhead >

To

**Director (Planning),**

Mumbai Metro Rail Corporation Limited (MMRC),

Hallmark Business Plaza, 8<sup>th</sup> Floor, Sant Dnyaneshwar Nagar,

Bandra East, Mumbai 400051

### **Subject: Financial Proposal Submission Form**

Sir,

We, the undersigned, offer to provide the services in accordance with your Request for Proposal for **"Appointment of Licensee for Licensing of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3 "** dated \_\_\_\_\_-2023 and our Technical Proposal. Our attached Financial Proposal for **"Licensing of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3"** has been submitted in the prescribed excel BOQ format. This amount is exclusive of GST.

Our Financial Proposal / Bid shall be binding upon us, subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as mentioned in this RFP.

Sincerely,

Name, Designation & Sign of authorized signatory:

Name & Seal of Bidding Entity:

Date & Place:

## 4.10 FIN-2: Financial Bid Format

- Refer Financial Bid excel format (BOQ) enclosed; Financial Bid is to be uploaded only in the designated financial bid section in the portal and not along with the technical proposal.
- ODTR measurement of length of cable will be treated as actual for payment.

Packages	Lumpsum Annual License Fee for Year 1 in Rs	
	In figures	In words
Licensing of two 96F (48 pairs) of optic fibre cables one in each tunnel along 33.5 km of Mumbai Metro Line 3	In figures	In words
Licensing of RoW for two 144F (72 pairs) one in each tunnel of optic fibre cables along 33.5 km of Mumbai Metro Line 3	In figures	In words
<b>Total (Single Bid Parameter)</b>	In figures	In words

Note:

Figures to be rounded off to the nearest whole Rupee

Breakup of fee is required for pro rata invoicing purposes and not for bid evaluation