

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

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

For

“Request for Proposal (RFP)

For

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

EOI No: RCIL/WR/MUMBAI/Mktg/23-24/012 dated 15th Jan, 2024

EOI NOTICE
RailTel Corporation of India Ltd,
Western Railway Microwave Complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai – 400013

EOI Notice No: RCIL/WR/MUMBAI/Mktg/23-24/012 dated 15th Jan 2024
RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner as Exclusive pre-bid teaming arrangement for “Licensing of OFC Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2A & 7” Tender No: No. MMMOCL/NFBR/RFP/05 Dt: 10-Oct-2023 and any other addendums/corrigendum’s/documents contained within and related to the same.

The details are asunder:

1	Last date for submission of Technical Packet against EOIs by bidders	18th Jan 2024 at 15:00 Hrs
2	Opening of Technical Bid of EOIs	18th 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.5900/-
5	EMD for Pre-Bid Arrangement	Rs. 5,00,000/- 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: Senior Deputy General Manager/Marketing
E-Mail Address: viplovnmishra@railtelindia.com
Mobile No: +91- 9004444124

2. Level 2

Contact Name: Sh. Ravikant Prasad
Designation: General Manager/ Mumbai Territory
E-Mail Address: ravi@railtelindia.com
Mobile No: +91- 9004444109

Note:

1. Empanelled partners are required to submit soft copy of technical packet through an e-mail at 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 bidder to sign and stamp RailTel's EOI and its corrigendum's implying 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.

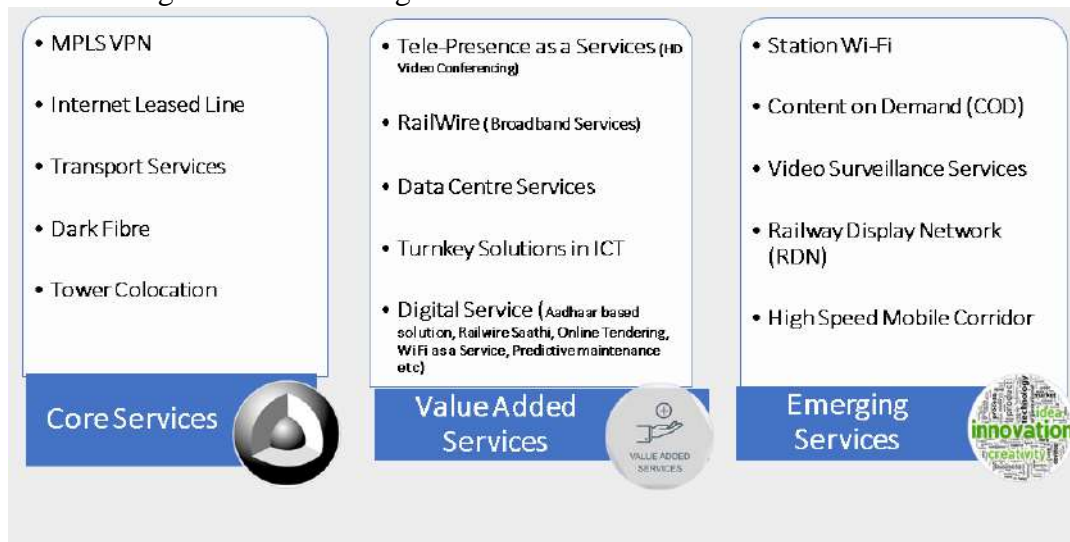
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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 Ofc Installation & Operations Rights For Commercial Use At Mumbai Metro Lines 2A & 7” with tender Ref. No. MMMOCL/NFBR/RFP/05 dated 10/10/2023.

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 OFC Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2A & 7**” with reference no.- MMMOCL/NFBR/RFP/05 dated 10/10/2023 with latest amendment/ Corrigendum/ Clarifications.

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

Licensee shall be responsible for the following activities:

- i. The Licensee shall utilize the Cable Tray / J-Hanger space nominated/specified by the Licensor along the viaduct for installation and operation of optic fibre cables only for provision and enhancement of broadband connectivity at and around selected metro stations.
- ii. The cable/ducts will be marked with the initials of the Licensee every 20 meters on J-hanger location.
- iii. The Licensee shall ensure that the cable/duct is well maintained and does not infringe train movement and other installations at any time.
- iv. Installation will be undertaken only during non-operational hours as per track access made available (safety guidelines of the Authority are to be followed); it is not permitted to take the OFC to the concourse or platform

- v. Being an exclusive License, MMMOCL shall not give any OFCs on License basis to any other entity for commercial use.
- vi. During operation/maintenance, access will be provided by the Authority to authorized people of the Bidding Entity as per the availability of the site
- vii. For fiber cable splicing space for joint closure/cable Loops will be provided by the Authority
- viii. Submit the design/ layout of the location of placement of equipment along with other relevant details, which the Authority shall evaluate with respect to structural stability, operational feasibility, safety and security and aesthetics
- ix. Submit revised plan for approval if the Authority raises any objections to the submitted plan, and seek approvals from Authority for all further modifications/ revisions in plan
- x. Procurement, fabrication, installation and erection of equipment at its own cost within the licensed spaces at the edges of the platform only; all the structures and spaces to be restored to original condition after the installation 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. Operate, manage and maintain the licensed areas and equipment
- xiii. Comply with all statutory requirements in connection with License Agreement
- xiv. Ensure regular and timely payments of all amounts due to Authority and discharge all obligations as per License Agreement
- xv. 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

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 each Line (2A or 7 individually or both the packages) 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 MMMOCL 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 MMMOCL.

Any changes in the MMMOCL 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.

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)
A)	Financial Conditions	
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 cumulative 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 31 st 2023 & 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)	Technical Conditions	
iv)	1. Minimum 3 years of experience in India involving leasing of OFC /telecom infrastructure for commercial use 2. Experience of projects involving OFC / telecom related installation at any government / semi-government related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least – <ul style="list-style-type: none"> • 1 project of Rs 20 Cr • 2 projects of at least 10 Cr each • 3 projects of at least Rs 7.5 Cr each 	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 5 staff on its payroll	Certificate from HR Department/Authorized Signatory 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.

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 5% of the total contract value. 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 RailTel shall make payment to selected Business Associate 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.

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**
- 2. 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**
- 3. 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.)**
- 4. All clauses such as cost involved, payment term, validity, lock in period escalation of licenses fee will be back to back arrangement as per MMMOCL 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. 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 _____ 2022

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 Ofc Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2a & 7’. 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 done 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: MMMOCL/NFBR/RFP/05 dated 10/10/2023 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: EMD as Bank Guarantee

{Mumbai, <Date>}

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

Whereas _____ (hereinafter called 'the Bidder') has submitted the bid for Submission of EoI No: _____ dated _____ for Licensing Of OFC Installation & Operations Rights For Commercial Use At Mumbai Metro Lines 2a & 7 (hereinafter called "the Bid") to RailTel Corporation of India Ltd

Know all Men by these presents that we <Bank Name> having our office at <Address> (hereinafter called "the Bank") are bound unto RailTel Corporation of India Ltd (hereinafter called "the Purchaser") in the sum of Rs. <Amount>/- (Rupees <In Words>) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <insert date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. Having participated with another party/consortium apart from RailTel in RailTel's end customer Tender; or
3. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <Date> and including 90 from the last date of bid validity and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <Amount>/- (Rupees <In Words>)
- II. This Bank Guarantee shall be valid up to <Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <Date> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: <Date>

Annexure 11: 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 Ofc Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2a & 7 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. _____

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED
(A Government of Maharashtra PSU)
4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra-Kurla Complex, Bandra East, Mumbai
400051
<https://mahatenders.gov.in>. www.mmmocl.co.in

E-Tender Notice

Maha Mumbai Metro Operation Corporation Limited (MMMOCL) invites
open e-Tenders from eligible Bidding Entities for the following work:

**Licensing of OFC Installation & Operations Rights for Commercial Use
at Mumbai Metro Lines 2A & 7**

License Period	15 Years
Bid Document Fee	Rs. 5,000 + GST (non-refundable)
Bid Security (EMD)	Rs. 5,00,000/- (refundable for unsuccessful bidders)
Sale of Tender Document	From 10-Oct-2023, 17:00 hours to 21-Nov-2023, 17:00 hours on e-tendering portal https://mahatenders.gov.in
Last Date & Time of Submission	21-Nov-2023, 12:00 PM
Date & Time of Opening of Envelope A & B	22-Nov-2023, 12:00 PM

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

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

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

Date: Oct 10, 2023

Place: Mumbai

Sd/-

Director (Finance), MMOCL

Signature Not Verified

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



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

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

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

Disclaimer

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

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Notice Inviting Bids

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED (A Government of Maharashtra PSU) 4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra-Kurla Complex, Bandra East, Mumbai 400051 https://mahatenders.gov.in . www.mmmocl.co.in	
E-Tender Notice	
Maha Mumbai Metro Operation Corporation Limited (MMMOCL) invites open e-Tenders from eligible Bidding Entities for the following work: Licensing of OFC Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2A & 7	
License Period	15 Years
Bid Document Fee	Rs. 5,000 + GST (non-refundable)
Bid Security (EMD)	Rs. 5,00,000/- (refundable for unsuccessful bidders)
Sale of Tender Document	From 10-Oct-2023, 17:00 hours to 21-Nov-2023, 17.00 hours on e-tendering portal https://mahatenders.gov.in
Last Date & Time of Submission	21-Nov-2023, 17.00 hours
Date & Time of Opening of Envelope A & B	22-Nov-2023, 12:00 hours

Bidding Entities to note that tender is being invited through e-procurement. Tender documents can be obtained online from MMRDA e-Tendering Portal: <https://mahatenders.gov.in>. For detailed information and subsequent Addendum/Corrigendum (if any), please log on to above e-Tendering Portal. For any additional information & help for uploading & downloading the e-Tender, please contact MMRDA's e-tendering service desk at the following address: support-eproc@nic.in or call on **0120-4001002/005**.

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

Date: Oct 10, 2023
Place: Mumbai

Sd/-
Director (Finance), MMOCL

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1. Definitions

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

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

2. Letter of Invitation

Tender No: MMMOCL/NFBR/RFP/05

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

Dear Sir / Madam,

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

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

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

For further details, you may contact:

Prashant Visoriya, Manager (Commercial)

Maha Mumbai Metro Operation Corporation Limited (MMMOCL)

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

Bandra Kurla Complex, Bandra East, Mumbai 400051

Phone: +91(22) 35001854

Email: mgco@mmmocl.co.in

Sincerely,

Sd/-

Director (Finance)

Oct 10, 2023 | Mumbai

3. Objective of this Tender

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

4. Tender Summary

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

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

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

5. About Mumbai Metro Line 2A & 7

5.1 Overview

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

5.1.2 Mumbai Metro Line 2A

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

5.1.3 Mumbai Metro Line 7

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

5.1.4 Project Schedule

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

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

5.3 Alignment of the Metro Lines 2A & 7



5.4 Interchanges

5.4.1 Line 2A shall have interchange/proximity with –

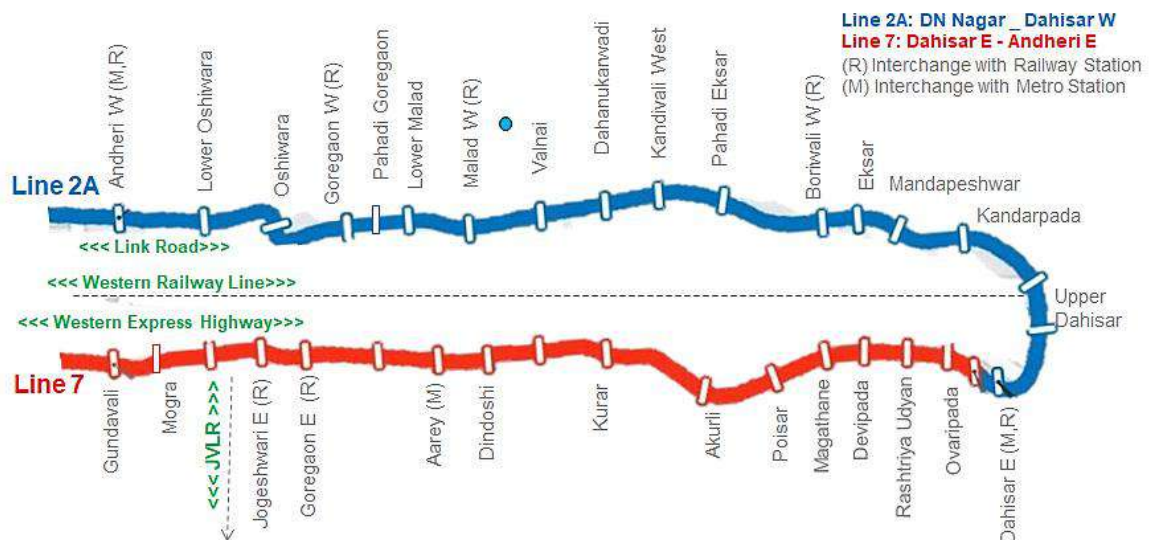
- Existing Metro Line 1 (Ghatkopar to Versova) at Andheri West
- Upcoming Metro Line 7 (Dahisar East to Andheri East) at Dahisar East
- Upcoming Metro Line 2B at Andheri West
- Metro Line 6 (Andheri West to Vikhroli) at Lower Oshiwara
- Upcoming Metro Line 9 from Dahisar East to Mira Bhayandar
- Suburban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

5.4.2 Line 7 shall have interchange/proximity with –

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

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

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



6. Corridor Alignment Details

6.1 Stations Lat-Long

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

6.2 Indicative Images of the Viaduct



6.3 Stations Design & Cross-Section

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

Typical Station Cross Section

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

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7. Scope of the License

7.1 Licensee shall be responsible for the following activities:

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

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

8. Eligibility Criteria

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

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

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

9. Key Commercial Terms

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

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

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

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

10. E-Tender Guidelines

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

11. Submission of Proposals

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

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

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

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

These payment can be made using two modes:

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

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

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

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

- Financial Bid in prescribed excel format

12. Opening & Evaluation of Proposals

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

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

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13. Other Terms and Conditions

13.1 Proposal Validity

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

13.2 RFP Clarifications / Corrigendum

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

13.3 Conflict of Interest

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

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13.4 Corrupt & Fraudulent Practices

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

13.5 Confidentiality

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

Annexure 1: Application Letter

< to be submitted on Bidding Entity's letterhead >

To,

Director (Finance)

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

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

Sir,

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

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

Name & Designation:

Phone & Email:

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

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

Sincerely,

Name, Designation & Sign of authorized signatory:

Name & Seal of Bidding Entity:

Date & Place:

Enclosures:

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

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

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

Annexure 2: Financial Bid Format

- Refer Financial Bid excel format enclosed

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

Annexure 3: Space & Utility Requirements

Please specify your requirements below –

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

Annexure 4: Statutory Auditor Certificate

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

TO WHOMSOEVER IT MAY CONCERN

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

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

For,
Chartered Accountants
Membership Number

Authorized Signatory:

Date:

Note:

Figures in Rs Cr to be shown with two decimal points

Gross Turnover should be from Telecommunication business only

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

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

Annexure 5: Power of Attorney

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

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

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

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

For,
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

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

Annexure 6: Indemnity Bond

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

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

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

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

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

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

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

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

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

Two Witnesses’ Signature Name and Address

Annexure 7: Solvency Certificate

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

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

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

Authorised Signatory,

Date:

Seal

Annexure 8: Performance Bank Guarantee

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

BANK GUARANTEE BOND TOWARDS PERFORMANCE SECURITY DEPOSIT

1. This Deed of Guarantee made this day of (month & year) between Bank of....., hereinafter called “the Bank”, on the one part, and Maha Mumbai Metro Operation Corporation (MMMOCL), hereinafter severally called “the Licenser”, on the other part.
2. Whereas the Licenser has granted the License for , hereinafter called “the License”, to (Name of Licensee) hereinafter called “the Licensee”.
3. AND WHEREAS the Licensee is bound by the said License Agreement to submit to the Licenser 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 Licenser 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 Licenser, the Bank is engaged to pay the Licenser, any amount up to and inclusive of the aforementioned full amount upon written order from the Licenser to indemnify the Licenser 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 Licenser 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 Licenser any money so demanded notwithstanding any dispute/disputes raised by the Licensee in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

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

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

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

Signature of Authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

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

Witness 1

Signature.....

Name

Contact

Witness 2

Signature.....

Name

Contact

Annexure 9: License Agreement

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

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

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

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

WHEREAS,

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

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

NOW THEREFORE,

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

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

1. General Provisions

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

2. License Period

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

3. Licensee Fee

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

4. Performance Security

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

5. Payment of Statutory Levies & Taxes

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

6. Applicable Regulations

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

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

7. Site Access

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

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

8. Utility Provisions

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

9. Fire Safety

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

10. Installation & Operations

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

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

11. Safety of Public & Personnel

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

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

12. Licensee's Personnel

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

13. Damages & Penalties

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

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

14. Procedure at the time of Expiry of License

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

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

15. Rights under this License

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

16. Indemnity

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

17. Suspension of License

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

18. Termination of License

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

19. Force Majeure

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

20. Dispute Resolution

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

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

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21. Key Commercial Terms

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

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

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

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

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

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

Authorized Signatory Sign & Stamp

For Maha Mumbai Metro Operation Corporation Limited (Licensor)

Name & Designation:

Phone & Email:

Authorized Signatory Sign & Stamp

For _____ (Licensee)

Name & Designation:

Phone & Email:

Witness Sign:

i. Name, Designation, Contact:

ii. Name, Designation, Contact:

Annexure 10: Corridor Alignment

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



END OF DOCUMENT

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

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED

(A Government of Maharashtra PSU)

4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051

<https://www.mmmocl.co.in>**Corrigendum No. 01 (Revised Schedule)**

Corrigendum to e-Tender No. MMMOCL/NFBR/RFP/05 for Licensing of OFC Installation & Operations Rights for Commercial Use
at Mumbai Metro Lines 2A & 7

Sr No	Department Schedule	Bidder Schedule	Start Date and Time	Revised Start Date and Time	End Date and Time	Revised End Date and Time
1	Tender Authorization and Publishing		10-Oct-2023 05:00 PM	-----	-----	-----
2		Tender Document Download	10-Oct-2023 05:00 PM	-----	21-Nov-2023 05:00 PM	21-Dec-2023 05:00 PM
3		Receipt of Pre-Bid Queries	-----	-----	17-Oct-2023 12:00 PM	-----
4		Pre-Bid Meeting	18-Oct-2023 04:00 PM	-----	-----	-----
5		Reply to Queries by the Authority	-----	-----	25-Oct-2023 06:00 PM	-----
6		Bid Preparation and Submission	10-Oct-2023 05:00 PM	-----	21-Nov-2023 06:00 PM	21-Dec-2023 06:00 PM
7	Tender Closing		21-Nov-2023 05:01 PM	21-Dec-2023 05:01 PM	21-Nov-2023 06:00 PM	21-Dec-2023 06:00 PM
8		Online Control Transfer of Bid	21-Nov-2023 06:01 PM	21-Dec-2023 06:01 PM	22-Nov-2023 10:00 AM	22-Dec-2023 10:00 AM
9	Opening Envelope A - Tender Fees, EMD		22-Nov-2023 12:00 PM	22-Dec-2023 12:00 PM	-----	-----
10	Opening Envelope B - Technical Bid		22-Nov-2023 12:00 PM	22-Dec-2023 12:00 PM	-----	-----
11	Opening Envelope C - Financial Bid		To be published later	To be published later	To be published later	To be published later
12	Tender Award		To be published later	To be published later	To be published later	To be published later

For any assistance for uploading or downloading the e-Tender, please contact <https://mahatenders.gov.in>
service desk support-eproc@nic.in or 0120-4001002/005.

Date: 09-Nov-2023

Place: Mumbai

Sd/-
Director (Finance)
MMMOCL

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED

(A Government of Maharashtra PSU)

4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051

<https://www.mmmocl.co.in>**Corrigendum No. 02 (Revised Schedule)**

Corrigendum to e-Tender No. MMMOCL/NFBR/RFP/05 for Licensing of OFC Installation & Operations Rights for Commercial Use
at Mumbai Metro Lines 2A & 7

Sr No	Department Schedule	Bidder Schedule	Start Date and Time	Revised Start Date and Time	End Date and Time	Revised End Date and Time
1	Tender Authorization and Publishing		10-Oct-2023 05:00 PM	-----	-----	-----
2		Tender Document Download	10-Oct-2023 05:00 PM	-----	21-Dec-2023 05:00 PM	22-Jan-2024 05:00 PM
3		Receipt of Pre-Bid Queries	-----	-----	17-Oct-2023 12:00 PM	-----
4		Pre-Bid Meeting	18-Oct-2023 04:00 PM	-----	-----	-----
5		Reply to Queries by the Authority	-----	-----	-----	-----
6		Bid Preparation and Submission	10-Oct-2023 05:00 PM	-----	21-Dec-2023 06:00 PM	22-Jan-2024 06:00 PM
7	Tender Closing		21-Dec-2023 05:01 PM	22-Jan-2024 05:01 PM	21-Dec-2023 06:00 PM	22-Jan-2024 06:00 PM
8		Online Control Transfer of Bid	21-Dec-2023 06:01 PM	22-Jan-2024 06:01 PM	22-Dec-2023 10:00 AM	23-Jan-2024 10:00 AM
9	Opening Envelope A - Tender Fees, EMD		22-Dec-2023 12:00 PM	23-Jan-2024 12:00 PM	-----	-----
10	Opening Envelope B - Technical Bid		22-Dec-2023 12:00 PM	23-Jan-2024 12:00 PM	-----	-----
11	Opening Envelope C - Financial Bid		To be published later	To be published later	To be published later	To be published later
12	Tender Award		To be published later	To be published later	To be published later	To be published later

For any assistance for uploading or downloading the e-Tender, please contact <https://mahatenders.gov.in>
service desk support-eproc@nic.in or 0120-4001002/005.

Date: 12-Dec-2023

Place: Mumbai

Sd/-
Director (Finance)
MMMOCL

<p align="center">MAHA MUMBAI METRO OPERATION CORPORATION LIMITED</p> <p align="center">(A Government of Maharashtra PSU)</p> <p align="center">4th Floor, NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051</p> <p align="center">https://www.mmmocl.co.in</p>		
e-tender Title:	Licensing of OFC Installation & Operations Rights for Commercial Use at Mumbai Metro Lines 2A & 7	
e-tender no:	MMMOCL/NFBR/RFP/05 Oct 27, 2023	
<u>RESPONSE TO PRE-BID QUERIES</u>		

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
1	7.1 (ii)	Installation will be undertaken only during non-operational hours as per track access made available (safety guidelines of the Authority are to be followed) it is not permitted to take the OFC to the concourse or platform	We should be permitted to take the OFC to the concourse to Ground level. Can we have a joint suvey to understand the cable laying option.	Please submit an e-mail request at mgco@mmmocl.co.in for the survey. Appropriate date and time will be conveyed by the authority.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
2	7.1 (ii)	Submit the design/ layout of the location of placement of equipment along with other relevant details, which the Authority shall evaluate with respect to structural stability, operational feasibility, safety and security and aesthetics	Ok But joint survey required to determine the exact location of placement of equipment.	Refer Point No. 1
3	7.1 (ii)	Procurement, fabrication, installation and erection of equipment at its own cost within the licensed spaces at the edges of the platform only all the structures and spaces to be restored to original condition after the installation	Does this means licensed spaces is defined at the edges of the platform only. Can we also explore the option to keep the equipment/Rack at concourse level.	License will be providing a cumulative 5 sqm consolidated space across all 30 stations. Bidder can ask for customised break-up of the space. Additional rent of Rs. 1 lakh per month will be charged for this space. Additional space over and above 5 Sqm may be provided as per the License request. Monthly Rent

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
				<p>will be charged on pro-rata basis as per availability and feasibility.</p> <p>Note: MMOCL will not charge any rent if License does not require above 5 Sqm space.</p>
4	Technical Eligibility Criteria	<p>Experience of projects involving OFC / telecom related installation at any government / semi government related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least</p> <ul style="list-style-type: none"> • 1 project of Rs 30 Cr • 2 projects of at least 15 Cr each • 3 projects of at least Rs 10 Cr each 	Please Explain.	<p>Here Contract Value means the NPV of all revenue receivable from the authority over the Contract period discounted at a rate of 10%.</p>

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
5	Technical Eligibility Criteria	Contract work order along with certificate of satisfactory performance from the relevant client Authority towards the technical criteria mentioned specifying the Contract Value which is interpreted as the NPV of all revenue payable to the Authority over the License Period with discount rate at 10	Please clarify	<p>If the concerned authorities do not provide the satisfactory performance certificate towards technical criteria mention below :</p> <p>Experience of projects involving OFC / telecom related installation at any government / semi government related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least</p> <ul style="list-style-type: none"> • 1 project of Rs 30 Cr • 2 projects of at least 15 Cr each • 3 projects of at least Rs 10 Cr each <p>OR if the work is partially completed then CA certificate specifying the partially received from a specific contract along with the work order/</p>

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
				PO will suffice. A template for the same will be shared.
6	License Type	Telecom Tower and Small Cell Licensee's shall not be mandatorily required to procure OFC connectivity from the OFC Licensee, and they will be free to procure OFC connectivity from any OFC provider and such procurement shall not be deemed to be a breach of Exclusivity clause under this OFC License Agreement License	what you mean by free to procure OFC connectivity from any OFC provider ??	The existing telecom tower at station including IBS and small cell Licensee are not mandated to procure OFC connectivity from the OFC Licensee. They may venture out to get it from a separate party. The OFC Licensee may independently interact with the telecom tower and small cell licensee for such business if they wish to pursue. However, in future if any telecom tower, IBS or small cell Licensees are on-boarded, they may be mandated to procure OFC connectivity from the OFC

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
				Licensee under the discretion of the Authority
7	License Fee	Bidder to note that 50 MM duct is being provided by the authority Any additional duct requirement will be charged on pro rata basis	There should be a minimum charges for the additional Duct if required to winning party.	MMMOCL will provide only a cable tray/J-hanger which can accommodate 50 MM OFC duct. Bidder is to install duct on the provided cable tray/J-hanger. Any additional duct space will be charged pro-rate basis with respect to the license fee quoted. Bidder to note that they can request for additional space only in multiples of 50 MM.
8	12.2	The Authority's tender evaluation committee shall then open the Technical Proposal (Envelope B) for all Proposals with valid receipt	We kindly request clarification on the processing fee. According to	The understanding is correct

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
		for Tender Document and Processing Fees Receipt for Tender Processing Fees / EMD	our understanding, the processing fee is already incorporated into the tender documents fee, while the EMD constitutes a separate security deposit and EMD is fully refundable.	
9	21. Key Commercial Terms - Electricity & Utilities	Right of Way (ROW) shall be provided to lay Optical Fibre Cable (OFC) and power cables along station building area and viaduct to connect equipment as per procedures of MMOCL and using cables as per specifications of MMOCL, at no additional cost	1. Does authority (MMMOCL) allow to lay Optical Fibre Cable (OFC) in between 2 station via duct (On Track). 2. Please confirm the specifications of MMOCL for using cables	1. Licensee shall install their OFCs for commercial use in the 50 MM duct on cable tray/ J-hanger as prescribed by MMOCL. These cable trays/J-hangers are located along the edge of the viaduct. 2. MMOCL is providing ROW only. Licensee shall install OFC as per their requirement in the 50 MM duct installed by Licensee.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
10	21. Key Commercial Terms - Electricity & Utilities	Licensee shall have the option to utilize spare OFC available with the Authority at the tariff published by it from time to time; the Licensee shall also have the option to utilize the OFC laid by other Licensees along the viaduct at the tariff negotiated with them	Please confirm the tariff	MMMOCL does not intend to monetize any spare OFC cable under this contract. If any requirement arises, it would be taken up separately.
11	Clause 3.1 (Objective of tender) – page 8	The Authority intends to monetize commercial potential of Line 2A & 7 which will act as a source of funds towards financing the project capital cost and / or operations cost	(1) To confirm if operations will be owned by MMOCL or the successful bidder. (2) Also, will bidder has to reserve fiber for MMOCL.	(1) MMOCL is providing RoW for installation and operations of the OFC which will be installed, operated and maintained by the Licensee. (2) No

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
12	Page 24 (Installation & Operations)	To deploy maintain optic fiber cables along the viaduct, only one 50 MM duct will be permitted to be laid alongside only one of the tracks (north south or south north) on J hangers cable tray and same to be dropped to multiple points to ground levels using station body and piers	To clarify if the 50 MM duct is to be laid / provided by the successful bidder or MMOCL. On the same page (page 24, License Fees), the RFP mentions that the 50MM duct will be provided by MMOCL.	The Authority shall provide the Licensee with cable tray / J-Hangar space on "as is where is basis" along the edge of the viaduct without any structural fitment
13	Clause 3.2 (Objective of tender) – page 8	The Authority has identified licensing of Optic Fibre Cable (OFC) installation & operations rights for commercial use at lines 2A & 7 as one of the revenue heads for Non-Fare Box Revenue (NFBR) generation	Please confirm how much Core fibre can be laid by bidder?	No restriction on number of cores inside 50 MM duct space.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
14	Clause 7.1.iv (Scope of License) – page 17	Installation will be undertaken only during non-operational hours as per track access made available (safety guidelines of the Authority are to be followed); it is not permitted to take the OFC to the concourse or platform.	Please confirm: (a) the tentative working hour window; and (b) if hydra will be provided to lay duct.	(a) A tentative 3-4 hour window depending upon Availability of power block will be provided on daily basis as per requirement. (b) MMOCL will not provide any equipment. The licensee has to procure the equipment's like hydra at their own expense
15	Clause 7.1.x (Scope of License) – page 17	Procurement, fabrication, installation and erection of equipment at its own cost within the licensed spaces at the edges of the platform only; all the structures and spaces to be restored to original condition after the installation	Please confirm if MMOCL will provide warehouse space within the premises for successful bidder to store material.	As a part of implementation plan Licensee may request the space for temporary storage. This will be reviewed on a case-by-case basis and based on availability of space at required station space will be provided if available

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
16	Clause 7.1.xi (Scope of License) – page 17	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	Will MMOCL provide support to manage issues related to BMC/Local Corporators/MCGM?	MMMOCL may provide letters of support to the Licensee with regards ascertaining requisite approvals.
17	Clause 8 (Eligibility Criteria) – page 19	Minimum average annual turnover of Rs 35 Crore in the preceding three financial years AND Positive net worth as of March 31st of the preceding Financial Year	If successful bidder does not meet the criteria, can they offer bullet payment in advance for next 5 yrs.?	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
18	Clause 8.4/8.5/8.6 (Eligibility Criteria) – pages 19 and 20	JV & Consortium details mentioned in key commercial terms. (However, page 20 restricts consortiums and JVs)	We request that consortiums and JVs may be permitted, with standard terms and conditions regarding such participation.	Tender conditions prevail
19	Clause 8 (Bid Parameters) – page 21	One-time upfront license fees in rupees for each package	Please confirm if the one-time fee quote should be of the annual maintenance / license fees?	One-time upfront License Fee for each package as described in Key commercial terms. Over and above below are the Annual Maintenance Cost: Line 2A: Rs. 12 Lakh Line 7: Rs. 12 Lakh Combined Line 2A & 7 : Rs. 24 Lakh

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
20	Clause 9 (Key commercial terms) – page 22	Key Commercial terms License type: Telecom Tower and Small Cell Licensee's shall not be mandatorily required to procure OFC connectivity from the OFC Licensee, and they will be free to procure OFC connectivity from any OFC provider and such procurement shall not be deemed to be a breach of Exclusivity clause under this OFC License Agreement	This clause will weaken the business case as key operators will route through other channels and will adversely impact revenues for the successful bidder.	Tender conditions prevail
21	Clause 9 – (Key commercial terms) – page 22	Key Commercial terms Electricity & Utilities	(1) Will MMOCL provide NOCs for application of energy meters to Discom.(2) Also, will MMOCL provide DGs / UPS / Battery Banks?	(1) Yes (2) No

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
22	Clause 9 – (Key commercial terms) – page 22	Key Commercial terms Installation & Operations Utilities. Selected Bidder shall submit a space requirement and installation plan for approval by the Authority	Please confirm if MMOCL has earmarked space inside station premises to host telecom equipment.	<p>License will be provide a cumulative 5 sqm consolidated space across all 30 stations. Bidder can ask for customised break-up of the space. Additional rent of Rs. 1 lakh per month will be charged for this space. Additional space over and above 5 Sqm may be provided as per the License request. Monthly Rent will be charged on pro-rata basis as per availability and feasibility.</p> <p>Note: MMOCL will not charge any rent if License does not require above space.</p>

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
23	Clauses 4.3 and 4.4 – (performance security) – page 48	Invocation of performance security due to successful bidder	A cure notice of at least 30 days should be given for such cases before invocation of the performance security.	Tender conditions prevail
24	Clause 5.1 (Taxes) – page 49	Multiple taxes mentioned	Only GST should be applicable and payable by the successful bidder.	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
25	Clause 5.3 (Security and loss) – page 49	The Authority shall provide security at the metro corridors which will oversee all metro assets including OFC equipment of the Licensee However, the Authority shall not be liable for any theft, loss or damage caused to the Licensee, on any account whatsoever, despite the security provided and the Authority	Such loss, theft or damage should be reimbursed if caused due to the Authority's negligence or breach.	Tender conditions prevail
26	Clause 7.3 (Maintenance window) – page 50	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	Please confirm the non-peak hour window.	Tentative Non-peak hours : 11:00 hrs to 16:00hrs

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
27	Clause 10.6 (Access costs) – page 53	Authority shall facilitate the installation by providing access to cable trays J-Hangars, earthing pits, etc to the Licensee based on the submitted installation and operations plan. Any incidental costs of providing such access shall be paid borne by the Licensee.	Access to J hangers, earthings, should be without any additional and incidental cost.	Tender conditions prevail
28	Clause 11.1 (Safety of public & personnel) – page 53	The Licensee shall provide and maintain adequate lights, warning signs, guards, as relevant, when and wherever required	Lights, guards and warning signs should be provided by MMOCL. Please confirm.	Designs (wherever applicable) will be provided by MMOCL. Installation of such signs, guards, lights shall be in the scope of licensee

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
29	Clause 13.2 (damage to OFCs) - page 55	Licensee to accept that any damages to its OFC cable laid due to any fault in the MMOCL cables, whether direct or indirect, MMOCL shall not be held responsible, nor any damages claimed Also, MMOCL will not be responsible for any EMI in its OFC cable	Damages caused due to MMOCL's assets / reasons should be borne by MMOCL.	Tender conditions prevail
30	Clause 14.1 (Expiry)	At the time of the successful completion of the License Period or at the time of termination, the Licensee shall leave the OFC equipment on a as is, where is basis	Any deficiencies in the cable trays / viaducts including at the time of OFC installation should be rectified by MMOCL.	Yes

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
31	Clauses 14.5 and 14.6 (setoff) – pages 55 and 56	Setoff	Set off right should be limited to this license agreement only (and not other agreements between successful bidder and MMOCL).	Tender conditions prevail
32	Clause 14.7 (License Agreement) – Page 56	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	(1) To confirm if the OFC Cables will be owned by the successful bidder.	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
33	Clause 14.7 (License Agreement) – Page 56		(2) Further, after the expiry of tenure, the successful bidder should be allowed to remove the OFC equipment (as per Clause 14.4 of the License Agreement).	Tender conditions prevail
34	Clause 14.7 (License Agreement) – Page 56		(3) If the successful bidder is required to leave the assets at the metro premises then a mutually agreed price should be paid by MMOCL for the asset transfer.	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
35	Clause 15.3 (sub-licensing restriction) – page 56	Sub licensing of rights under this License to any person or entity is not permitted	The following should be added: Provided that the Licensee may provide the right to use in the OFC cables to any person or entity as permitted under applicable laws.	Sub licensing of rights under this License <ul style="list-style-type: none"> • Permitted after express written approval from MMOCL • Licensee can monetize the OFC rights through commercial contracts with interested parties
36	Clauses 16.1 and 16.2 (Indemnity) – page 57	Indemnification	It should be clarified that the indemnification obligation shall apply only if the claim is arising due to successful bidder's breach (and not for any other cause).	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
37	Clause 18 (Lock-in and termination) – page 58	Lock-in termination	(1) The 6 months' notice of termination should be allowed to be given from month 18 of the tenure (and not after expiry of full 24 months).	Tender conditions prevail
38			(2) Further, successful bidder should be allowed to terminate the License in case of material breach by the Authority including during the lock in period.	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
39			(3) In case of any termination that is not attributable to the successful bidder, the Authority should refund the proportionate advance amounts for the balance period for which such amounts have been paid.	If the authority terminates the license before the completion of license period due to their operational constraints. The proportionate amount will be refunded to the licensee
40	Clause 20.2 (Arbitration / Dispute resolution) – pages 59 and 60	Dispute resolution process	There are two Clauses 20.2, which are contradictory to each other. The first one allows arbitration, whereas the other negates arbitration.	Clause 20.2 Deleted

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
41	6	6.1 Stations Lat Long	Is Route from Dahisar East (Line 2A) to Ovaripada (Line 7) is connected? Will Interconnection of the line be awarded to bidding entity who is quoting for both the lines, a clarity would be advised for bidder quoting for single route.	Yes, please refer Pg. 12 of RFP for Line Map
42	8	Financial Eligibility Criteria Positive net worth Positive net worth as of March 31st of the preceding Financial Year	Only Positive cannot assure bidding capacity of the bidder, suggestion to increase it to 10 Cr or at least 5 Cr.	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
43	8	Technical Eligibility Criteria Company presentation with an overview of the organization and its businesses	What exactly would be required for qualification? Physical Presentation required or Company Profile/ Boucher can suffice the need.	No Physical Presentation
44	NA	Not in tender	Other than this tender, have there been any prior OFC laid or licensed in the route to other company, this is to understand rate monopoly for bidding.	No OFC installations on Line 2A & 7. However, Telecom towers for IBS purpose and ongoing small cell installations have been done

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
45	8	<p>Bid Parameter</p> <p>One time Upfront License Fee in Rupees for each package</p>	<p>Suggestion to keep it Annual Advance Licensing Fee. This will ensure continuous revenue flow to the MMOCL, which will also provide higher quotes for the competition</p>	Tender conditions prevail
46	9	<p>License Fee</p> <p>Additionally, there will be Annual Maintenance Charges of Rs 12 lakh which will be escalated by 5 every year.</p>	<p>Annual Maintenance Charges to be waved off as it is already in the scope of bidder. Also (when allowed) "Annual Advance Licensing fee" can suffice the need.</p>	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
47	9	<p>License Fee</p> <p>Additionally, there will be Annual Maintenance Charges of Rs 12 lakh which will be escalated by 5% every year.</p>	This is per route or entire route?	<p>One-time upfront License Fee for each package as described in Key commercial terms. Over and above below are the Annual Maintenance Cost:</p> <p>Line 2A: Rs. 12 Lakh</p> <p>Line 7: Rs. 12 Lakh</p> <p>Combined Line 2A & 7 : Rs. 24 Lakh</p>
48	8 (Technical Eligibility Criteria)	<p>Experience of projects involving OFC / telecom related installation at any government / semi government related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least – • 1 project of Rs 30 Cr • 2 projects of at least 15 Cr each • 3 projects of at least Rs 10 Cr each</p>	<p>To add an additional criteria</p> <ul style="list-style-type: none"> - Experience of projects involving OFC / telecom related installation at any non-governmental telecom operators site, who have valid UASL/GSM licenses across India. 	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
49	21 (Key commercial terms - Licnese Type)	Telecom Tower and Small Cell Licensee's shall not be mandatorily required to procure OFC connectivity from the OFC Licensee, and they will be free to procure OFC connectivity from any OFC provider and such procurement shall not be deemed to be a breach of Exclusivity clause under this OFC License Agreemen	<p><u>Query:</u> Is there separate tender for Telecom tower and Small Cell ? Or Fiber leasing licensee can also allowed do the Small Cell hosting.</p> <p><u>Suggestion:</u> The tender should allow and bid for both small cell and tower with fiber as part of a combined package</p>	Telecom Tower and Small Cells are a part of separate tender and are already executed. Hence they cannot be a part of this Tender

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
50	8 (Financial eligibility criterion)	<ul style="list-style-type: none"> • Minimum average annual turnover of Rs 35 Crore in the preceding three financial years AND • Positive net worth as of March 31st of the preceding Financial Year 	Request deletion of "positive net worth as of March 31st of the preceding Financial Year"	Tender conditions prevail
51	Pg. 24	Shall be as per the quoted One time Upfront License Fee for by the Selected Bidder at the time of the bid for the awarded packages	We request to consider Annual license fee instead of one time upfront License fee.	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
52	14.1	At the time of the successful completion of the License Period or at the time of termination, the Licensee shall leave the OFC equipment on a as is where is basis	Since OFC asset life could be much longer than 15 years, We request that the selected bidder should get book value of the assets at the time of termination.	Tender conditions prevail
53	Pg 20	Minimum 3 years of experience in India involving leasing of OFC / telecom infrastructure for commercial use Experience of projects involving OFC / telecom related installation at any government / semi government related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least 1 project of Rs 30 Cr	We are new in India and a subsidiary of International Neutral Host company with massive references. We are fully own subsidiary of our parent company. We explored option of JV, but regulatory point of view and legalities point of view, JV will be an entity which	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
		2 projects of at least 15 Cr each 3 projects of at least Rs 10 Cr each	will need to have its own DoT license and entire legal setup. That's like creating another subsidiary. Therefore we hereby request to kindly consider our Parent Company credentials.	
54	Pg 20	Minimum average annual turnover of Rs 35 Crore in the preceding three financial years AND Positive net worth as of March 31st of the preceding Financial Year	We are a fully own subsidiary of a large international company, however we are relatively new establishment in India. We hereby request you to allow us to submit parent company credentials.	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
55	Pg 23	Separate meter shall be procured and installed by the Licensee in its own name based on the recommendation by the Authority of the Electricity Distribution Company.(Discom)	We believe, This is one of the crucial system considering the function requirement So importance of the stability and the reliability point of view request to feed from the Metro existing power Source.	As per the feasibility and availability power supply from single source point may be provided. Submeter need to install by the bidder if allowed
56			We requesting the extension for 4 weeks time for the Bid submission date , as we will need more time after site survey for preliminary design and estimates	Please refer Corrigendum 1

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
57			We need to request the drawings of the RoW/ cable tray/ ducts.	Can be provided. Please send a request mail.
58			Kindly we need detailed Site survey and provide us with Site Visit date and Access Procedures.	Please send a mail requesting a survey with preferred date and time. We ll assign slots as per convenience.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
59	License Fee	"Bidder to note that 50 MM duct is being provided by the authority Any additional duct requirement will be charged on pro rata basis"	<p>a) Any operator would prefer to choose their own design for duct according to the requirement of end users. Can bidder put the duct of their own choice?</p> <p>b) Please explain how the charges on pro rata basis be applied since financial bid is a lumpsum price per package?</p>	<p>(a) 50 MM duct space is provided to the Licensee. Licensee is free to design their own duct pace, subjected to approval from MMOCL</p> <p>(b) The Bid price (Licensee Fee) of the package will be attributed to the total inventory of the OFC laid inside the 50 MM duct. Any additional length of OFC Duct (for additional 50 MM duct space) will be charged pro-rata basis</p>

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
60	7.1	The Licensee shall utilize the Cable Tray J Hangar space nominated/specified by the Licensor along the viaduct for installation and operation of optic fibre cables only for provision and enhancement of broadband connectivity at and around selected metro stations.	Is there any restriction by authority for the nature of commercial use through this clause? Kindly brief on this clause.	Permitted after written approval from MMOCL for any kind of telecom application
61	General Provisions Point 1.5	The Licensee shall install the OFC only along the viaduct of the metro line and shall not be permitted to take the OFC to platform and concourse. Any branching of the cables is permitted only at the edges of the platforms.	a) Please clarify how the laid duct / ofc will exit from the viaduct on track on the elevated station to the ground.	Bidder will have to inspect and propose the implementation plan for the same

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
62			Will Chamber location and space be provided by Metro on ground level on both sides of the stations? This is not mentioned in the tender	Bidder will have to inspect and propose the implementation plan for the same
63	Technical Eligibility Criteria	Technical Eligibility Criteria - Experience of projects involving OFC/telecom related installations at any govt/semi govt. related sites like metro, airport, monorail, highways, roads and any other project with contract value atleast - 1 project of Rs. 30 cr. or 2 projects of atleast Rs. 15 Cr. each or 3 projects of atleast 10 Cr. each	1: Our understanding for above mentioned clause is that, Bidder must have received a payment from any govt. or semi govt. for executing a project involving OFC / telecom related installations. Is this correct?	1: Here Contract Value means the NPV of all revenue receivable from the authority over the Contract period discounted at a rate of 10%. 2: Yes, the understanding is correct

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
			2: Bidder must have any 1 combination from the given 3 options of project values. 1 project of Rs. 30 cr. OR 2 projects of Rs. 15 cr. each OR 3 projects of Rs. 10 cr. each. Is this correct?	
64	8	Experience of projects involving OFC / telecom related installation at any government / semigovernment related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least – <ul style="list-style-type: none"> • 1 project of Rs 30 Cr • 2 projects of at least 15 Cr each • 3 projects of at least Rs 10 Cr each 	This clause to be deleted as it will restrict Entry of any New Player / Party who is capable of doing this business in much better cost effective manner, which is in interest of MMOCL	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
65	8	Minimum average annual turnover of Rs 35 Crore in the preceding three financial years AND	This clause to be amended as - In lieu of Annual Turnover of Rs. 35 Crore it shall be Rs. 15 Crore, as it will facilitate more interested parties who are not big players but capable with new innovative technologies but do not have turnover this big	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
66			<p>Requests to allow bidders who have MOU with the companies having experience in installations, maintenance and operations of OFC cables</p> <p>The bidder is involved in works like Architectural finishing? PEB works and construction for MMRDA and DMRC and hence requests to be allowed to bid</p>	Tender conditions prevail

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
67			Can 1 project value of 20 cr be considered?	Tender conditions Prevail
68			Please accept CA certified documents also as documentary evidence for an ongoing project value.	<p>If the concerned authorities do not provide the satisfactory performance certificate towards technical criteria mention below :</p> <p>Experience of projects involving OFC / telecom related installation at any government / semi government related site like metro, airport, monorail, highways, roads or any other project with Contract Value of at least</p> <ul style="list-style-type: none"> • 1 project of Rs 30 Cr

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
				<ul style="list-style-type: none"> • 2 projects of at least 15 Cr each • 3 projects of at least Rs 10 Cr each OR if the work is partially completed then CA certificate specifying the partially received from a specific contract along with the work order/ PO will suffice. A template for the same will be shared
69	8/5.1.2	Metro Line 2A from Andheri West to Dahisar East is an 18.6 km long elevated corridor with 17 stations.	Distance not mentioned for each Metrostation Please mention Distance Required between each Metrostation for Deployment and Planning	Bidders are required to do their own inspection

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
70	8/5.1.3	Metro Line 7 from Dahisar East to Andheri East is 16.5 km long elevated corridor with 13 stations.	Distance not mentioned for each Metrostation Please mention Distance Required between each Metrostation for Deployment and Planning	Refer Point No.: 69
71	17/7.1-vi.	During operation/maintenance, access will be provided by the Authority to authorized people of the Bidding Entity as per the availability of the site	Is Access Availability 24*7 Please mention that Access will be available 24*7 for Operations and maintainance and better uptime	Access allowed only during Non-operational hours and During power blocks

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
72	24/9- Installation and Operation	Licensee shall install their OFCs for commercial use in the 50 MM duct/ cable tray/ J-hanger as prescribed by MMOCL	Kindly allow to use 40 mm duct instead of 50mm duct. 50 mm duct is not recommended product by DOT for Underground/Wall clamping of duct for OFC application	Tender conditions Prevail
73	24/9- Installation and Operation	Any branching of the cables is permitted only at the edges of the platforms	Provision for connecting OFC to the equipments installed at Metro station pillars Kindly allow the branching of cables to the pillars for providing OFC to the customers.	Not permitted. Branching is allowed only at stations.

SN	RFP Clause No. / Page No.	Clause Excerpt	Bidder Query / feedback / comments	MMMOCL's response / Revised Clause
74	47/General Provisions- 1.5	The Licensee shall install the OFC only along the viaduct of the metro line and shall not be permitted to take the OFC to the platform or concourse. Any branching of the cables is permitted only at the edges of the platforms.	Provision for connecting OFC to the equipments installed at Metro stations and concourse Kindly allow the branching of cables to the pillars for providing OFC to the customers.	Refer Point No.: 73

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

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

Date: Dec 29, 2023

Place: Mumbai

Sd/-

Director (Finance), MMOCL