

Addendum-2

**'Licensing of Spare Optic Fibre Cables & Right Of Way for Laying Additional Cables at Mumbai Metro Line 3'
RFP**

Date: 01 December 2023

Ref: RFP for 'Licensing of Spare Optic Fibre Cables & Right Of Way for Laying Additional Cables at Mumbai Metro Line 3'
eTender No. MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023, dated 10-Nov-2023

Please note the following amendments to the aforesaid RFP considering various requests and queries/ clarifications sought by bidders -

SN	Original Clause	Revised Clause
1	3.6 Technical Eligibility Criteria Experience of leasing OFCs of at least 10,000 pair kilometers cumulatively to various clients over the past 5 years in India	3.6 Technical Eligibility Criteria Experience of operating and leasing OFCs of at least 1,000 pair kilometers network/back-bone cumulatively to various clients over the past 5 years in India
2	3.6 Eligibility Criteria & Tender Structure: (New Addition)	3.6 Eligibility Criteria & Tender Structure: vi) Parent Entity credential shall be permitted towards technical and financial eligibility criteria as long as the Bidding Entity is a wholly owned subsidiary of the Parent Entity, along with an undertaking from the Parent Entity that all obligations of the Bidding Entity is guaranteed by the Parent Entity. Procurement of equipment shall be in line with the Government of India 'Make in India' requirements.
3	3.6 Eligibility Criteria & Tender Structure: Technical Eligibility Criteria: Unified License – National Long Distance (UL-NLD) issued by Department of Telecommunication (DoT) of Govt. of India or other permissible license for OFC leasing business / operations	3.7 Eligibility Criteria & Tender Structure: Technical Eligibility Criteria: Unified License – National Long Distance (UL-NLD) OR Unified License- Virtual Network Operator (UL-VNO) OR IP-1 issued by Department of Telecommunication (DoT) of Govt. of India or other permissible license for OFC leasing business / operations. The permissible License should have been valid for a minimum of 5 years before the date of issue of this RFP.
4	3.7 Key Commercial Terms: Costs Involved for the License Additional license fee for using space on cable tray (at stations) @Rs. 25,000 (exclusive of GST and other applicable taxes) per station per month. This charges include maintenance and supervision charges of the authority. 3.7 Key Commercial Terms: License Fee & Maintenance Charges Rs. 1 lakh per month i.e., Rs 12 lakh annually towards Maintenance Charges	3.7 Key Commercial Terms: Costs Involved for the License (Clause Removed) 3.7 Key Commercial Terms: License Fee & Maintenance Charges Rs. ± 1.5 lakh per station per year i.e., Rs 40.5 lakh annually towards Maintenance Charges. Annual escalation of 6% applicable.
5	3.7 Commercial Terms: License Description Note: OTDR measurement of length of cable will be treated as actual for payment	3.7 Commercial Terms: License Description (Clause Removed)
6	3.7 Commercial Terms: License Period -9 years starting from the expiry of the Pre-Commencement Period -Extendible by 3 years based on mutual agreement and based on satisfactory performance by the Licensee	3.7 Commercial Terms: License Period -15 years starting from the expiry of the Pre-Commencement Period -Extendible by 3 years based on mutual agreement and based on satisfactory performance by the Licensee

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CIN U60100MH2008SGC181770

SN	Original Clause	Revised Clause
7	<p>3.7 Commercial Terms: Payment Terms</p> <p>-License Fee and Maintenance Charges are payable annually in advance</p> <p>- Invoice shall be raised by the Authority by 5th of the month immediately preceding each year of the License and payable by Licensee 20th of the same month</p>	<p>3.7 Commercial Terms: Payment Terms</p> <p>-License Fee to be paid upfront within 30 days of receipt of the Invoice.</p> <p>(4.10 FIN-2: Financial Bid Format is modified. Please refer 'Annexure A')</p> <p>-Maintenance charges are to be paid annually. Invoice for maintenance shall be raised by the Authority by 5th of the month immediately preceding each year of the License and payable by Licensee 20th of the same month.</p>
8	<p>1. Notice Inviting Tender</p> <p>Issue of Tender - 10-Nov-2023, 12 PM</p> <p>Submission of Pre-Bid Queries - 20-Nov-2023, 11 AM</p> <p>Pre-Bid Meeting - 20-Nov-2023, 3 PM</p> <p>Last Date of Bid Submission - 11-Dec-2023, 4 PM</p> <p>Opening of Technical Bid - 11-Dec-2023, 5 PM</p> <p>Opening of Financial Bid - Will be informed in advance</p>	<p>1. Notice Inviting Tender</p> <p>Issue of Tender - 10-Nov-2023, 12 PM</p> <p>Submission of Pre Bid Queries - 20-Nov-2023, 11 AM</p> <p>Pre-Bid Meeting - 20-Nov-2023, 3 PM</p> <p>Last Date of Bid Submission - 11 18-Dec-2023, 4 PM</p> <p>Opening of Technical Bid - 11 18-Dec-2023, 5 PM</p> <p>Opening of Financial Bid - Will be informed in advance</p>
9	<p>3.5 Scope of License</p> <p>3.5.1 (ii). Additionally, the Licensee is provided Right of Way (RoW) to lay 144F (72 Pairs) OFC per tunnel for which the Licensee shall be responsible for installing OFC on the provided cable tray, dropping cable as well as making necessary connections to the undercroft and further to the ground. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.</p>	<p>3.5 Scope of License</p> <p>3.5.1 (ii). Additionally, the Licensee is provided Right of Way (RoW) to lay 144F (72 Pairs) 200F OFC per tunnel for which the Licensee shall be responsible for installing OFC on the provided cable tray, dropping cable as well as making necessary connections to the undercroft and further to the ground. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.</p> <p>Based on the space available additional fibres may be allowed to be laid.</p> <p>The additional fibres laid may be charged at 50% of the pro-rata amount quoted in the "Licensing of RoW for 200F OFC in each tunnel along 33.5 km of Mumbai Metro Line 3" part of the financial bid format.</p>
10	<p>3.5 Scope of the License</p> <p>3.5.1 (i) Licensee shall utilise the already laid 96F (48 Pairs) Optic Fibre Cables (OFCs) for commercial utilisation for provision and enhancement of optic fibre connectivity at and around Mumbai Metro Line 3. OFCs will be distinctly marked for easy identification. Refer Annexure-6 for OFC System Architecture description. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.</p>	<p>3.5 Scope of the License</p> <p>3.5.1 (i) Licensee shall utilise the already laid 96F (48 Pairs) 86F (43 Pairs) Optic Fibre Cables (OFCs) for commercial utilisation for provision and enhancement of optic fibre connectivity at and around Mumbai Metro Line 3. OFCs will be distinctly marked for easy identification. Refer Annexure-6 for OFC System Architecture description. The Licensee shall lay cable from the undercroft to the surface using available and existing cable trays.</p> <p>Similar change is reflected in all the sections of the RFP including:</p> <p>3.5 Scope of the License</p> <p>3.6 Eligibility Criteria and Tender Structure</p> <p>3.7 Key Commercial Terms</p> <p>3.8 Conditions of Contract</p> <p>4.10 Financial Bid Format (4.10 FIN-2: Financial Bid Format is modified. Please refer 'Annexure A')</p> <p>6. OFC System Architecture</p>
11	<p>3.7 Key Commercial Terms: License Fee & Maintenance Charges (New Addition)</p>	<p>3.7 Key Commercial Terms: License Fee & Maintenance Charges</p> <p>If any additional capacity is generated in future, it will be offered to the current Licensee at mutually agreeable terms.</p>

SN	Original Clause	Revised Clause
12	<p>3.7 Key Commercial Terms: Performance Guarantee</p> <p>-Before execution of the License Agreement, Performance Security to be furnished shall be for an amount equal to 6 months License Fee plus Maintenance Charges of the 3rd year of the License adjusted for annual escalation with validity of 3 years plus 6 months (in case of Bank Guarantee)</p> <p>-30 days prior to the expiry of the Performance Security, the Performance Security shall be renewed by the Licensee for a further period in blocks of 3 years till the expiry of the License (including extension period if any), and it shall be for an amount equal to 6 months License Fee plus Maintenance Charges of the 3rd year of immediately subsequent 3-year block, adjusted for annual escalation with validity of 3 years plus 6 months (in case of Bank Guarantee); if the Licensee fails to renew the Performance Security as described above, the Authority shall have the rights to forfeit the Performance Security.</p>	<p>3.7 Key Commercial Terms: Performance Guarantee</p> <p>-Before execution of the License Agreement, Performance Security to be furnished shall be for an amount equal to 6 months License Fee plus 12 months Maintenance Charges of the 3rd year of the License adjusted for annual escalation with validity of 3 years plus 6 months (in case of Bank Guarantee)</p> <p>-30 days prior to the expiry of the Performance Security, the Performance Security shall be renewed by the Licensee for a further period in blocks of 3 years till the expiry of the License (including extension period if any), and it shall be for an amount equal to 6 months License Fee plus 12 months Maintenance Charges of the 3rd year of immediately subsequent 3-year block, adjusted for annual escalation with validity of 3 years plus 6 months (in case of Bank Guarantee); if the Licensee fails to renew the Performance Security as described above, the Authority shall have the rights to forfeit the Performance Security.</p>
13	<p>3.5 Scope of the License</p> <p>iii. In case the Licensee requires additional space for termination box, 1 sqm space maybe allotted on a case-by-case basis in the Telecom Equipment Room located on the platform</p> <p>3.7 Key Commercial Terms: Space Available at the Station</p> <p>Space shall be provided in the undercroft for installation of telecom equipment.</p> <p>1 sqm each at each station maybe provided in Telecom Equipment Room basis availability for installation of termination box. The OFC equipment shall not interfere with any of the existing equipment installed in the room</p>	<p>3.5 Scope of the License</p> <p>iii. In case the Licensee requires additional space for termination box, 1 sqm space maybe allotted on a case-by-case basis in the Telecom Equipment Room located on the platform undercroft.</p> <p>3.7 Key Commercial Terms: Space Available at the Station</p> <p>-Space shall be provided in the undercroft for installation of telecom equipment.</p> <p>-1 sqm each at each station maybe provided in Telecom Equipment Room undercroft basis availability for installation of termination box. The OFC equipment shall not interfere with any of the existing equipment installed in the room</p>
14	<p>3.8.1 Conditions of Contract: General Provisions (New Addition)</p>	<p>3.8.1 Conditions of Contract: General Provisions</p> <p>viii. Any Contract the Licensee enters with a third party during the Period of License should be Co-Terminus with MMRCL</p>

Sd/-

Director (Planning, Real Estate Dev./ NFBR)
Mumbai Metro Rail Corporation Limited

DISCLAIMER:

All information provided as a part of this Addendum to Request for Proposal (RFP) to the prospective Bidding Entities by Mumbai Metro Rail Corporation Limited (MMRCL) is subject to the terms and conditions as laid down in the RFP. The objective of this Addendum to RFP is to provide information to the interested entities and to facilitate their application for the same. MMRCL 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 document. Interpretation of the clauses in the RFP is at the sole discretion of MMRCL. Each Bidding Entity is advised to conduct its own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. MMRCL may, at their absolute discretion construe and interpret the clauses of this RFP, and without being under any obligation to do so, publish further addenda to this RFP document or terminate the same.

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MUMBAI METRO RAIL CORPORATION

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Bandra East, Mumbai, Maharashtra 400051

NIT No. MMRCL/Planning/PLN/49(4)/NFBR/RFP/01/2023

Name Of Work: Licensing of Spare Optic Fibre Cables & Right of Way For Laying Additional Cables At Mumbai Metro Line 3

Financial Bid

Sr. No.	Name of Work	Quoted upfront lumpsum licence fee (exclusive of GST)	Total (in figure in rupees)	Total (in words in rupees)
	Name of the Firm			
1	Licensing of two 86F (43 pairs) of optic fibre cables one in each tunnel along 33.5 km of Mumbai Metro Line 3		0.00	
2	Licensing of RoW for 200F OFC in each tunnel along 33.5 km of Mumbai Metro Line 3		0.00	
TOTAL (excluding GST)			0.00	

Note: 1. Please fill only in coloured cells of the sheet.

2. Rate filled at any other place in the document shall not be considered.

3. No condition shall be accepted.

4. Check the quoted fees in figures and words before submitting

5. Figures to be rounded off to the nearest whole Rupee

6. Breakup of fee is required for pro rata invoicing purposes and not for bid evaluation. Bid evaluation shall be done based on total value of bid.