





## **Mumbai Metro Rail Corporation Limited**

(JV of Govt. of India and Govt. of Maharashtra)

Response to Pre-Bid Queries for 'Licensing of Spare Optic Fibre Cables & Right Of Way for Laying Additional Cables at Mumbai Metro Line 3' RFP

Date: 01 December 2023

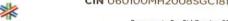
Ref: RFP for 'Licensing of Spare Optic Fibre Cables & Right Of Way for Laying Additional Cables at Mumbai Metro Line 3' eTender No. MMRC/Planning/PLN/49(4)/NFBR/RFP/01/2023, dated 10-Nov-2023

Given below is a compilation of MMRCL's response to the pre-bid queries received from interested bidders regarding the above-mentioned tender. You may take this into consideration for your bid submission. The last date for bid submission is Monday, Dec 18, 2023, 4 PM.

SN	RFP Pg.	. Clause No.	Clause of RFP	Query Received	MMRCL Response
1	22	3.5	Licensee shall utilise the already laid 96 F (48 Pairs) Optic Fibre Cables for commercial utilisation for provision and enhancement of optic fibre connectivity at and around Mumbai Metro Line 3	If there is any change in the Fiber terminated location under any circumstances or based on the TSP requirment. The required modification would be under MMRC or the License scope.	Any such modifications if required will be in the Licensee Scope
2	24	3.6	As per addendum Experience of leasing OFCs of at least 10,000 pair kilometers cumulatively to various clients over the past 5 years in India.	Aces India Private Limited is an Indian Registered company. But is a wholly owned subsidiary of Aces Saudi Arabia as the parent company. Please allow us to submit parent credentials.	Refer Addendum SN1
3	25	3.6	Minimum 5 years of experience in managing any telecom infrastructure in India.	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.  Therefore we hereby request to kindly consider our Parent Company credentials.	Refer Addendum SN2
4	30	3.7	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	For the cable termaination to the TSP requirment it has to pass on thorugh the platform Cable trays based on TSP equipment placing. We request to provide the space on existing cable trays FOC.	Refer 'Clause 3.7 Commercial Terms: Implementation Plan' in the RFP Licensee is required to prepare and submit the implementation which will be approved by MMRCL. All such details to be included in the implementation plan.
5	31	3.7	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	Please clarify 1 sqm will be provided Free of charge at all 27 stations?	Yes, there won't be any additional charge of this.
6	31	3.7	Separate meter if required shall be procured and installed by the Licensee based on recommendation of Discom as advised by the Authority;	This would be one of the most critical system and will be back bone for the crucial services. Hence the power source needs to be a reliable one. We kindly request this to be fed from the relaible MMRC source.	Tender Conditions Prevail.
7	56	4.4	IP 1 Registration Certificate to be furnished	We hold UL-VNO category-b license. We request to consider this as a part of techicnal requirment.	Refer Addendum SN3
8	•	General		Kindly provide us Site visit & Auto CAD drawings to get better idea of the stations & cable trays for laying spare OFC & ROW for laying additional cables. Also provide Site survey date & Access permsission procedures	Please send a mail to the Authority requesting the visit. Appropriate slot will be provided.
9	-	General	fice Address : MMRC Transit Office hind Income Tax Office, Bandra Kui	for the Bid submission date , as we will need more time after site survey for preliminary design and estimates Building, 'A' Wing, 'E' Block, North	Refer Addendum SN8 Side of City Park,

Behind Income Tax Office, Bandra Kurla Complex, Bandra East, Mumbai - 400 051.

T +91 22 2638 4602 F +91 22 2659 2005 E mumbaimetro3@mmrcl.com www.mmrcl.com



SN	RFP Pg.		Clause of RFP	Query Received	MMRCL Response
10	No.	No. General		We kindly request you to provide the drawings	Please send a mail to the Authority
11	22		Metro Line 3 OFCs will be distinctly marked for easy identification Refer Annexure 6 for OFC System Architecture description The Licensee	of the RoW/ cable tray/ ducts.  a) As per the clause, we have understanding that we have to utilize existing Cable trays, We here by request authority not to impose charges of rs.25000/ month / station for cable tray seprately, as Selected bidder will be forced to use existing cable tray to take their OFC cable/ Duct out to the ground from tunnels.  These additional cable tray charges may go upto rs. 92 lakhs in case bidder wants to utilise 30 stations, which is very high.  b) We have understanding that already laid 2 nos OFC cables of 96F, selected bidder will get to use & lease, and to take out from every station to ground level, Kindly confirm the same.	
12	22	3.5.1 (ii)	Additionally, the Licensee is provided Right of Way RoW to lay 144 F 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.	a) As per the clause, we have understanding that we have to utilize existing Cable trays, We here by request authority not to impose charges for cable tray seprately, as Selected bidder will be forced to use existing cable tray to take their OFC cable/ Duct out to the ground from tunnels.  b) We understand that as 50 mm standard duct is allowed to lay on J hanger / or by clamping on tunner walls - on each tunnel for the entire stretch of Track offered in this RFP, hence requesting not to restrict the cable OFC pair to 144 F on each tunnel and allow Bidder to select OFC cable suitable and fit in 50 mm Diametre of Duct and utilise the full capacity of 50 mm duct. c) We have understanding that when bidder will lay 50 mm duct along with tunnel, to join with its larger network on every station, one 50 mm duct (In OFC cable) will go out at every station, and another 50 mm duct will come from handhole to join the main network (Out Ofc cable).	a) Refer Point No 11 (a) above b) Refer Addendum SN9 c) Refer Point no. 4 above
13	63	and the second second	OTDR measurement of length of cable will be treated as actual for payment	We have understanding & request to kindly confirm that only physical length of Tunnel will	
14		l Eligibility Criteria	Unified License National Long Distance (UL NLD) issued by Department of Telecommunication of Govt of India or other permissible license for OFC leasing business operations)     Minimum 5 years of experience in managing any telecom infrastructure in India.     Experience of leasing OFCs of at least 10 000 pair kilometers cumulatively to various clients over the past 5 years in India     Experience of at least one project involving OFC leasing / installation at any transportation related site like metro, airport, monorail, highways, railways etc	a) Regarding OFC Leasing Business , IP1 is mandatory set of requirement , we hereby understand that the mandatory set of License under this clause is IP1 license and which fullfills all the elegiblity requirement against this clause. Request you to add IP1 License as manadatory requirement, since this activity is for leasing optical fibre.  Also, please include requirement of IP 1 license category with minimum 10 years as mandatory requirement.  This shall invite healthy and competitive bids.  b) Regarding clause of managing any telecom infrastructure - we have understanding that Authority is asking to have experience of Operations & Mantainance of Telecom infra utilized in telecom in india - Kindly confirm.	a) Refer Point no. 7 above. However, it is not made mandatory. b) The Bidder should have experience of operating and/or leasing OFC infrastructure. c) Refer Point No 2 above



SN	PFP Pg.	Clause No.	Clause of RFP	Query Received	MMRCL Response
				c) Regarding experience of leasing 10000 KM pair km, it seems typographical mistake where pair word included by mistake unkowingly, as per our understanding authority meant 10,000 KM OFC (Civil Length) leasing experience over the past 5 years in india. Interpretation of pair km can be misunderstood and may create dispute. Request you to remove the word "pair" to avoid confusion.	
15	29	Key Commer cial Terms	License Period  • 9 years starting from the expiry of the Pre Commencement Period  • Extendable by 3 years based on mutual agreement and based on satisfactory performance by the Licensee.	We hereby request authority to increase the license period to 15 years + 5 years extendable, as in telecom industry fiber leasing business works on long term lease like for 15 years to 20 years, as lot of capex investment infuses along the fiber network.	Refer Addendum SN6
16	32	Key Commer cial Terms	Payment Terms  • License Fee and Maintenance Charges are payable annually in advance	Dear Sir , we would like to bring it to your kind attention that whichever bidder will win this RFP , will do long term lease with telecom or non telecom operators , As standard practice in OFC Leasing business. Dark Fiber/ Duct provider charges upfront license fees for the entire contract duration of 15-20 years , as the case may be.  Now we would like to highlight that if any bidder who is selected under this RFP , do a long term lease and charges upfront license fees for 20 years from their customer xyz .  Considering scenario - As per current tender condition - which states annual license fees payment to MMRCL by bidder , Lets assume selected Bidder paid year 1 Amount to MMRCL and charges upfront licensce fees from their customer (for entire contract period ), and in year 2 stop paying to MMRCL - how MMRCL will protect the rights of 3rd party customer whom the selected bidder leased fiber and now become defaulter. Annual payment of license fees shall bring potential threats of default to MMRCL.	
17	25		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.	The bidder should have IP-1 registration issued by the Department of Telecommunication.(DoT) of Govt. of India or other permissible license for passive infrastructure business/ operations. Rationale: This tender involves a small batch of passive optical fibre network only, and hence, the technical eligibility criteria requiring the bidder to have NLD license is of no relevance. The activity to be undertaken is passive infrastructure and that too within Mumbai and hence, IP-1 registration is more appropriate in this scenario. The relevant license is IP-1 registration as the purpose of this tender is achieving a fair distribution of the OFC link to all the relevant license holders like NLD, ISP, USL etc by a neutral host.	Refer Point no. 3 above
18	25	i	Experience of at least one project nvolving OFC leasing / installation at any transportation related site like metro, airport, monorail, highways, railways, etc.	We are seeking the following clarification:  Projects involve a combination of services as a bundle including fibre, tower infrastructure and active as a bundled service. Please let us know if such projects will be considered as a qualifying criteria under this clause.	Any RoW which local authority has given approval for laying of OFC along the roads, highways/rail shall be considered as a transportation projects.



SN	RFP Pg.	Clause	Clause of RFP	Query Received	MMRCL Response
19	No. 26	No. 3.6	Net Worth of minimum Rs 5 Crore as of 31-Mar-2023  "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".	We request the definition of Net worth to be modified by including "shareholder loans to be treated as quasi equity and deferred revenue" Revised clause (new words are underlined and in red font) will read as:  "Net Worth" shall mean the aggregate value of the paid-up share capital, shareholder loans, deferred revenue 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. Rationale: For a telecom infrastructure business, the net worth is generally negative due to depreciation on the fixed assets. Hence, as per the books, there is accumulated loss. We request you to expand the definition of net worth to include shareholder loans and deferred revenue for the following reasons. Shareholder Loan - A company is funded by both equity and debt route. We are significantly funded through shareholder loans. Shareholder loans are quasi equity in nature and hence can be included in calculation of equity of a company.  Deferred Revenue - The telecom infrastructure business involving passive infrastructure works (underground fibre, Fibre-To-The-Home) on a deferred revenue model i.e. money is received upfront, but for accounting purposes it is recognised over the entire contract period which is typically 15 years. Hence, this must also be included to calculate the net worth of a company.	
20	29	3.7	Licensing of RoW for 144F (72 Pairs) pairs of optic fibre cables along each tunnel of the 33.5 km of Mumbai Metro Line 3	Licensing of ROW for already laid infrastucture of 50 mm duct space along each tunnel of the 33.5 km of Mumbai Metro Line 3 Rationale: Let the bidder have flexibility to decide the cable capacity base of their business model. They should be allowed to accommodate multiple low capacity OFC or duel or single high core count fiber cable.	Refer Addendum SN9
21	29	3.7	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	15/20 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. Rationale: To have long term commitment towards Metro Rail and as well as towards the end customer.	Refer Point no. 15 above
22	30	3.7	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.	Additional license fee for using space on cable tray (At Stations) should be part of over all quote for the bid. Rationale: Separate O&M charges for usage of any other infrastucture like cable tray at stations will make the bidding complex as some of bidder might select few stations some might opt for all; it is better to club all the charges as one time payment as part of over all bid.	Refer Point no. 11 (a) above
23	32	3.7	License Fee and Maintenance Charges are payable annually in advance	License Fee to be paid upfront in advance for the complete tenure of 15 or 20 years and Maintenance Charges are payable annually in advance. Rationale: To have long term commitment towards Metro Rail and as well as towards the end customer	Refer Point no. 15 above



SN	No.	g. Clause No.	Clause of RFP	Query Received	MMRCL Response
24	25	l Eligibilit	a Unified License National Long Distance (UL NLD) issued by Department of Telecommunication (of y Govt of India or other permissible license for OFC leasing business operations	This tender specifically involves passive network installation, which is covered solely by the IP1 License. The NLD License, however, exclusively covers the active components within the network and does not allow the sharing of the passive network for rental purposes. Therefore, please note that only the IP1 License should be considered for this tender.	Refer Point no. 7 above
25	25	1		Changing the criteria from 1000 to 10000 just prior to the pre-bid seems baised. Total network available in this tender is 8040 pair Kilometers, and yet bidder is required to produce experince more than tendered quantity.  In the usual scenario the experience does not goes beyond more the 80% of the offered quantity.	Refer Point no. 2 above
26	32	3.7 payment terms	License Fee and Maintenance Charges are payable annually in advance	We kindly request for a modification to the payment terms, shifting from an annual to a quarterly schedule.	Refer Point no. 15 above
27	22	3.5.1(1)	Licensee shall utilise the already laid 96 F ( 48 Pairs) Optic Fibre Cables (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	Do you mean only 48 pairs on each side of via duct or single 48 pairs fiber cable ?	Refer Addendum SN9 & SN10
28	22	3.5.1 ( iv	Licensee shall lease OFCs to Mobile Service Providers ( and non telecom operators for other requirements like Wi Fi, Internet Service Provider ( etc	what about Telecom operators ??	It is allowed
29	29	3.7 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	Is this possible to increase license period to 15 years starting from the expiry of the Pre Commencement Period • should provide benfit to licensee to Extend by 3 years or more with the same payment terms.	Refer Point No. 15 above
30	29		Not permitted to clarify, Licensee can enter into contract with end users of OFC, but not to other OFC leasing firms		OFC leasing firms are those who may buy the OFC bandwidth to sell it further and not use it for their consumption.
31	30		License Fee Maintenance Charges shall be escalated by 6 every year	Request you to not to escalate Maintenance Charges by 6% every year.	Tender Conditions Prevail
32	30	3.7 Costs Involved for the Licensee	tray (at stations)stations) @Rs 25 000 (exclusive of GST	per station per month will charge extra or this is part of existing maintenance charges. Please	Refer Point no. 11 (a) above There is only one Annual Maintenance Charge that the Licensee has to pay over and above the License Fee
33	25	3.6	100	If a startup is not able to meet criteria can they do bullet payment for say 5 yrs advance of the license period.	Tender Conditions Prevail
34	24	3.6	Consortium or Joint Venture		Tender Conditions Prevail
35	-		Addendum to Eligibility Criteria experience of 10K km Leasing		Refer Point no. 2 above
36	23, 37, 46	3.5.1(xiv ), 3.8.5(i), and			Tender Conditions Prevail



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37	31	Electricit y & Utilities	Bidder to procure electricity meter	If required, the authority to facilitate relevant NOCs to the selected bidder for electricity meter procurement.	Required NOCs from MMRCL to facilitate electricity meters (if required) will be provided by the authority on written request by the Licensee
38	36	3.8.4(iv)	Termination and invocation of the performance security in case of failure, negligence or breach	A minimum cure period of 30 days should be provided before the exercise of such right by the authority.	Tender Conditions Prevail
39	37	3.8.5(ii)	Security and damage to assets	It may be clarified that in case of damage or loss to the selected bidder's assets by the authority's personnel or due to reasons attributable to the authority, such damage or loss shall be borne by the authority.	Tender Conditions Prevail
40	45	3.8.15 (iii)/key Commer cial Terms	Sublicensing rights	Subleasing/licensing of fibers should be allowed. Licensee should have right to provide data capacity to any entity (and that should not be considered as a sublease/sublicense).	Refer Point No. 30 above
41	45	3.8.15 (ii)	Rights under the License	Since this is a long term license, the provision should also reciprocally clarify that during the License Period, the Authority shall not create any encumbrance, pledge, lien, security interest, etc., on the OFC and related equipment.	Tender Conditions Prevail
42	48		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	The following portion may be added:  "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, due to the Licensee's breach of this Agreement"	Tender Conditions Prevail
43	48	3.8.17(ii)	Indemnity	This provision may be made mutual.	Tender Conditions Prevail
44	48		"Without any liability" is also mentioned in the same clause with MMRC's right to terminate for any act whether attributable or not to the Licensee.	Without any liability' mentioned in the same clause with MMRC's right to terminate for acts, not attributable to Licensee, should be considered. In any case, such termination due to acts not attributable to the Licensee, should be without any liability to Licensee.	Tender Conditions Prevail
45	48	3.8.18 (iii)	Suspension of License	During the cure period of suspension, the Licensee cannot accept new service providers should be removed as the onus of strenghtening services once again lies with the Licensee	Tender Conditions Prevail
46	49	3.8.19	Termination of License	During the Lock-in Period and thereafter, the Licensee should also have the right to terminate the agreement for (a) the Authority's material breach of the license terms (for e.g., not being able to provide the space, power, utilities, etc. without remedy), and (b) force majeure events.  Further, in case of such termination, any advance amounts paid by the Licensee shall be refunded to the Licensee, on a pro rata basis for the balance period.	Tender Conditions Prevail
47	22		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 cost	(1)How many fibers are kept reserved for MMRCL communication purpose?  (2) Only 24PF is laid between FDMS & telcom room whereas cable is of 48PF can bidder lay last mile?	(1) None (2) Not a part of RFP
48	38	3.8.5 (v)	Property tax	Please confirm if property tax will be applicable in this case, and if the bidding entity is ready to incur the same	Yes, the property tax if so applicable will be recovered form the Licensee



SN	PFP Pg.	Clause No.	Clause of RFP	Query Received	MMRCL Res ponse
49	25	Technica I Eligibility	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	Minimum 10 years of old IP One License issued by Department of Telecommunication (DoT) telecom infrastructure in India	Refer Point No. 7 above
50	25	l Eligibility	Experience of at least one project involving OFC leasing / installation at any transportation related site like metro, airport, monorail, highways, railways, etc	Experience of at least two standalone mass transportation projects involving OFC leasing/installation like Metro, Airport, Sealink, Monorail, for road or railways, etc	Tender Conditions Prevail
51	26	Eligibility Criteria	Minimum Average annual turnover of Rs.50 Crore in the preceding three financial years and net-worth of Minimum Rs.5 Crore as of 31-Mar- 2023	Minimum Average annual turnover of Rs.32 Crore in the preceding three financial years and net-worth of Minimum Rs.5 Crore as of 31-Mar- 2023	Tender Conditions Prevail
52	29	Licensin	Not Permitted to clarify licensee can enter into contract with end-users of OFC but not to other OFC leasing firms	Permitted lease permission to sale or lease OFC to anyone	Tender Conditions Prevail
53	31	10 W	Any Branching of the cables is permitted only at the edges of the platforms.	Permission to lay-in or Out OFC permission to every stations as per the requirements	Refer Point no. 4 above
54	24		As per addendum Experience of leasing OFCs of at least 10,000 pair kilometers cumulatively to various clients over the past 5 years in India.	We are proposing 500 pairs.	Refer Addendum SN1

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

## DISCLAIMER:

All information provided as a part of this document to the prospective applicants by the Mumbai Metro Rail Corporation Limited (MMRCL) is subject to the terms and conditions set out by MMRCL and as shall be laid down in the agreement of contract to be executed bB1:H83etween Mumbai Metro Rail Corporation Limited and the Applicant.

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