

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED

(A Government of Maharashtra PSU)

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<https://www.mmmoocl.co.in>

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

RESPONSE TO PRE-BID QUERIES

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 survey to understand the cable laying option.	Please submit an e-mail request at mgco@mmmoocl.co.in for the survey. Appropriate date and time will be conveyed by the authority.

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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 equipement/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

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				<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	<p>Technical Eligibility Criteria</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>Please Explain.</p>	<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>

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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>

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				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

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				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

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		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.

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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.

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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

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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

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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

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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

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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>

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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43	8	<p>Technical Eligibility Criteria</p> <p>Company presentation with an overview of the organization and its businesses</p>	<p>What exactly would be required for qualification?</p> <p>Physical Presentation required or Company Profile/ Boucher can suffice the need.</p>	<p>No Physical Presentation</p>
44	NA	<p>Not in tender</p>	<p>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.</p>	<p>No OFC installations on Line 2A & 7. However, Telecom towers for IBS purpose and ongoing small cell installations have been done</p>

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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>	<p>Tender conditions prevail</p>
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>	<p>Tender conditions prevail</p>

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47	9	License Fee Additionally, there will be Annual Maintenance Charges of Rs 12 lakh which will be escalated by 5% every year.	This is per route or entire route?	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
48	8 (Technical Eligibility Criteria)	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	To add an additional criteria - 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

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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

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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

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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

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		<p>2 projects of at least 15 Cr each</p> <p>3 projects of at least Rs 10 Cr each</p>	<p>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.</p>	
54	Pg 20	<p>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</p>	<p>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.</p>	Tender conditions prevail

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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

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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.

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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>

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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

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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	<p>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 –</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 	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 <p>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</p>
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.	<p>Distance not mentioned for each Metrostation</p> <p>Please mention Distance Required between each Metrostation for Deployment and Planning</p>	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@mmmoocl.co.in

Date: Dec 29, 2023

Place: Mumbai

Sd/-

Director (Finance), MMOCL