

MAHA MUMBAI METRO OPERATION CORPORATION LIMITED
(A Government of Maharashtra PSU)
NaMTTRI Building, Adjoining New MMRDA Building, Bandra Kurla Complex, Bandra East, Mumbai 400051
<https://mmrda.maharashtra.gov.in> <http://mmmocl.co.in>

MMMOCL - Response to Pre-Bid Queries

E-Tender No. 2606: Licensing of Spaces for Installation of Telecom Tower Equipment at Mumbai Metro Line 2A and 7 Stations

| SN | RFP Page No. | Clause No. | Present Clause | Query / Suggested Change in Clause with Rationale | Response to Queries |
|----|-----------------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | 21 read with 58 | Notice Period & 18 – Termination of License | <p>Notice Period - 6 (months' notice for termination by Licensee after Lock In Period for e.g., if License Period starts on 1 Jan 2022 and Lock in Period ends on 31 Dec 2023 then earliest Notice may be served on 1 Jul 2023</p> <p>18.Termination of License 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:</p> | <p>As per the RFP Licensee is having a right to terminate the agreement with 6 months' notice period post expiry of lock-in off 2 years but Licensor can terminate the agreement with 30 days written notice (only in cases of pre-defined defaults).</p> <p>It is advisable to make 90 days' notice in place of 30 days.</p> | Tender terms prevail |
| 2 | 23 | Performance Security | <p>a. Up to Lock In Period, PS shall be for an amount equal to 2 years License Fee adjusted for escalation (with validity of 3 years in case of a Bank Guarantee).</p> <p>b. Post expiry of the initial Bank Guarantee (PS shall be for an amount equal to 6 months License Fee adjusted for escalation (with validity of 1 year in case of a Bank Guarantee).</p> | <p>Office memorandum dated 12th November 2020 bearing no. F.9/4/2020-PPD issued by Ministry of Finance, Government of India on Performance Security, wherein Govt. reduced Performance Security from existing 5-10% to 3% of the value of the contract for all existing contracts. Further, all tenders/ contracts issued/ concluded till 31.12.2021 should also have the provision of reduced Performance Security. In view of the same, we would request you to kindly revise the amount of Performance Security.</p> | <p>Tender terms prevail</p> <p>This is a revenue contract and not a works contract for MMOCL and hence there is no defined contract value, which will only be finalized with the winning bid</p> |

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| 3 | 47 | 2.5 - License Period | After successful completion of the full term of the License Period, the Authority shall undertake a fresh bidding process to grant License for the commercial spaces The existing Licensee shall be provided the right to match the highest financial bid, if they participate in the bidding process and their bid is within 10 of the highest bid In case the Licensee successfully exercises this right and matches the highest financial bid, it shall be granted the new License as per the terms and conditions of the updated License Agreement at that time. | Since the license would be for 10 years and the renewal will be based on re-tender. We have to invest a huge capex and the cost of the same would be pretty high, therefore, we request you to kindly make the same for at least one time renewal of minimum 5 years post completion of 10 years. | Refer Key Commercial Terms Clause 9 - Extension Period - Licensee shall have the Right of First Refusal (ROFR) in subsequent tenders to match the highest bid if the Licensee's bid is within 10 of the winning bid |
| 4 | 42 | Annexure 7 | Solvency certificate | Solvency amount is not mentioned | Solvency certificate is only used to certify that the firm is solvent, and no minimum amount is prescribed |
| 5 | - | Station coordinates | Station coordinates | 30 stations' location co-ordinates to be provided | The same has been uploaded on the portal |
| 6 | - | Mounting requirements | Mounting requirements | Equipment mounting design to be share for technical approval | Bidders may share their mounting design which MMMOCL team will get vetted by the structural projects team |

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| 7 | - | Renewal clause | Renewal clause | Renewal clause needs to be mentioned | Refer SN 3 above |
| 8 | 62 | 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 MMMOCL and using cables as per specifications of MMMOCL, at no additional cost | <ol style="list-style-type: none">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 MMMOCL for using cables | The Licensee will be required to utilize either the spare OFC available with the metro authority (if any) or the OFC cables laid by the OFC Licensee who will be appointed through a separate tender. Laying of additional OFC cables along the alignment (Viaduct) shall not be permitted. Winning bidder is required to submit a technical installation & operations proposal for their equipment including OFC which will be vetted by MMMOCL and objections if any will be raised with regards to safety, conflict with metro operations, etc. |

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| 9 | 62 | 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 | The tariff shall be market tariff as offered by OFC providers. MMMOCL tariff is likely to be set very close to market tariff. |
| 10 | 23 | 1 | Unit of bid submission is Rs/month/station, but page 23 following is mentioned. It says, license fees will be adjusted pro-rata for any additional space.... | If 2 parties quoted same rate but different space, then will MMRDA select party who has quoted more space because it will generate more revenue to MMRDA ? Need working with exact commercials output. | Bidder cannot quote space requirement at the time of bid. It is only required to quote a monthly rental for 5 sqm for that station. The winning Bidder can seek additional space from MMMOCL post winning the bid and rental will be adjusted pro-rata as per space utilized. |
| 11 | 35 | 4 | space and utility requirement | Space and Utility requirement can be confirmed post validation on actuals at Platform and Concourse level, Need the permission and assistance for conducting the Survey. | Site visits can be scheduled by sending an email request to the Authority with date and details of visitors |
| 12 | 39 | Power of Attorney | POA in Assigned format | Standard POA format is Available with us, Need confirmation and acceptance from MMMOCL for same. | Yes, the same is permitted |

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| 13 | - | Scope of tender | Scope of tender | Is In building solutions for enhancement of mobile coverage at platform and concourse area permissible under this tender? | Components to IBS to enhance voice & data coverage at the station, but not including station wi-fi, are permissible under this tender |
| 14 | - | Station coordinates | Station coordinates | Lat long of all the stations may kindly be shared | The same has been uploaded on the portal |
| 15 | - | Survey | Survey | Joint Survey of all the locations may kindly be permitted. | Refer SN 11 above |
| 16 | - | Eligibility | Eligibility Criteria | it is suggested that the winning bidder should be required to act as a neutral host provider so that they install the infrastructure which is sharable with all the operators | Tender terms prevail |

For any additional information and assistance for uploading or downloading the e-Tender, please contact MMRDA's e-tendering service desk at: etenderhelp@mailmmrda.maharashtra.gov.in, 022-26597445, 8169465656, 8879656009.

Date: 23-Nov-2021
Place: Mumbai

Sd/-
Director (Finance)
MMMOCL

DISCLAIMER

All information provided as a part of this corrigendum to 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 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. 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 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, publish further addenda to this RFP document or terminate the same.

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| SN | Line | Station | 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 |

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| SN | Line | Station | Latitude | Longitude |
|----|---------|------------------|---------------|---------------|
| 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 |

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