

NAME OF WORK: Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project.

CORRIGENDUM-III

S.No	Clause No. & Part of the Tender	Notified Description	Bidder's Query/ Suggestion	Maha-Metro Reply
1	Clause No. 4.2 General Terms & Conditions: Point No. (3)	The spare optical fibers shall be provided to Selected Bidder/s on license basis for a period of 03 years from the date handover of first pair of spare optical fiber.	The spare optical fibers shall be provided to Selected Bidder/s on license basis for a period of 07 years from the date handover of first pair of spare optical fiber. As Telecom Practice Fiber Lease to be done on 7 years periods.	As a practice of Metro and section 4.5 of the tender document, spare fibers may licensed for 03 Years and can be extended upto 03 years on the mutual consent of both the parties.
2	Clause No. 4.2 General Terms & Conditions: Point No. (4)(d)	Operate, manage and maintain the entire Optical Fiber and plans.	Please elaborate that the Licensee company will maintain entire fiber cable. If a company have licence to have 19 pair maximum ,how he will maintain entire cable.	Maintenance of 144 Core on Viaducts and upto TER Rooms are under the scope of Maha-Metro and from TER to their end equipment is under the scope of Licensee. Please refer Sr. No. (1) of Corrigendum II.
3	Clause No. 4.2 General Terms & Conditions: Point No. (7)	The subject Spare Optical Fibres shall be used for voice/data transfer by the Bidder along the fibre route in MAHA-METRO system only and MAHA-METRO reserves the right to ensure that there is no violation of the same.	Is this mean the Fiber Uses are restricted to Station Only, no extension of fiber from Stations to other local loop	Local loop extension is allowed and the same is under the scope of the licensee. However, Tapping in between the stations on viaduct is not allowed. Please refer Sr. No. (2) of Corrigendum II.
4	Clause No. 4.8 Operations & Maintenance: Point No. (1)	Licensee confirms that he/they fully understand and confirm that the offered spare optical fibers along with the required spaces shall, at all-time belong to Maha-Metro, and no interest in the same shall be created by the licensee. The Licensee also agrees not to sub license, lease, sub lease or part with, partially or fully in any form with other Service Providers, offered spare optical fibers along with the required spaces.	as we are IP-1 and ISP company and our Business Come from the lease of Fiber to other Service Provider. This clause must be ammended to generate maximum business and licence Fee to Nagpur Metro.	sub license, lease, sub lease of the fiber is permissible provided the prior approval shall be taken from Maha-Metro with all contractual liabilities to be restricted to the licensee only. Please refer Sr. No. (3) of Corrigendum II.
5	Clause No.: 4.6 Charging of License Fee: Point No. (1)	Maha-Metro offers spare OFC (approx. 38.215Kms) & space for equipment installation. Licensee shall pay to Maha-Metro on quarterly basis payments as indicate in table below; 1. License Fee for optical fibers- Rs.3000/ Pair/Km/ Month (Minimum) 2. License Fee for space- Rs. 10000/Sq Mtr/Month or Rs.250/Rack Unit of Rack Space 3. Maintenance Charges- Rs. 3500/Location/ Month 4. Cable Tray Charges- Rs.1800/Station/Month 5. One-Time Supervision Charges- Rs.25000/ Station 6. Power usage charges- Rs.7940/KW/Month for 1st year (24x7 power supply)	For instance, rates offered by Chennai Metro Rail Ltd (CMRL) for Licensing of Spare Optical Fibers Cable Tray Charges, & Power Usage Charges in a much bigger metropolitan city of Chennai are cheaper as compared to that offered by Maha-Metro vide subject Tender in Tier 2 city of Nagpur. Details of CMRL rates are mentioned below for reference; 1. License Fee for optical fibers- Rs.2500/ Pair/Km/ Month (Minimum) 2. Cable Tray Charges- Rs.1500/Station/Month 3. Power usage charges- As per TANGEDCO rate on back-to-back basis. In view of economic recession particularly slowdown in Telecom field, base rent & other charges may be reviewed for downward revision to make it a long term & viable business case for all the stakeholders in a Tier 2 city of Nagpur.	1. License Fee for optical fibers- Rs.2500/ Pair/Km/ Month (Minimum) 2. License Fee for space- Rs. 7500/Sq Mtr/Month or Rs.250/Rack Unit of Rack Space/ station/month 3. Maintenance Charges- Rs. 3000/Location/ Month (at station where space/ rack space opted by licensee) 4. Cable Tray Charges- Rs.1500/Station/Month (at station where space/ rack space opted by licensee) 5. One-Time Supervision Charges-



			It is therefore hereby proposed to revise License Fee/ Charges as mentioned below; 1. License Fee for optical fibers- Rs.2000/ Pair/Km/ Month (Minimum) 2. License Fee for space- Rs. 5000/Sq Mtr/Month or Rs.250/Rack Unit of Rack Space/ station/month 3. Maintenance Charges- Rs. 2000/Location/ Month (at station where space/ rack space opted by licensee) 4. Cable Tray Charges- Rs.1000/Station/Month (at station where space/ rack space opted by licensee) 5. One-Time Supervision Charges- Rs.10000/ Station 6. Power usage charges- As per MSEDCL rate on back-to-back basis or at nominal rate of around Rs. 2000/KW/Month for providing 24x7 power supply.	Rs.20,000/ Station 6. Power usage charges- As per MSEDCL rates applicable to Maha-Metro Rs.7500/KW/Month for 1st year (24x7 power supply) The Consumption will be charged as per actual differential load Kindly refer Sr. No. (4) of Corrigendum-II.
6	Clause No.: 4.6 Charging of License Fee: Point No. (6)	License Fee for spare optical fiber, license fee for space, cable tray charges and maintenance charges shall be increased annually by 7.5% on a compounding basis after completion of one year from the date of commencement of license fee of 1'st fiber/ space of this agreement.	To ensure long-term sustainability of the project for all stakeholders in a Tier 2 city of Nagpur, nominal increment of around 3% annually on a simple interest basis may be considered in License Fee for spare optical fiber, license fee for space, cable tray charges and maintenance charges.	compund increment at the rate of 5% is allowed. Kindly refer Sr. No. (5) of Corrigendum-II.
7	Clause No.: 4.6 Charging of License Fee: Point No. (1)(6)	Back-up Power- It opted, subject to availability. Chargeable extra at actuals.	In order avoid installation of UPS & Battery Bank at Metro Stations by all Licensees & thereby creating space constraints in future, it is hereby suggested that Maha-Metro may arrange Back-up Power Supply at all Metro stations and offer the same to all Licensees at no loss no profit basis/ nominal rate.	UPS Power will be provided by Maha-Metro in most of the cases but subject to the availability of load with Maha-Metro. Kindly refer Sr. No. (6) of Corrigendum-II.
8	Key Details Section	Cost of Document-Rs.11,800/-(incl. Taxes)Tender Security- Rs. 2,00,000/-)	As per standard practice of several Govt organisations, State/ Central Govt Organisation/ PSUs may be exempted from payment of Cost of Tender Document & Tender Security.	Tender Conditions shall prevail.
9	Clause No. 1.1.1 Introduction & Annexure I of Volume II	Nagpur Metro Rail Project consist of 38.215 Kms metro corridor, 38 stations and 02 Depots. The entire stretch is divided into 02 alignments or corridors i.e; Ø North- South Corridor with Rail length approx. 19.658 Kms with 18 Stations. Ø East- West Corridor with Rail length approx. 18.557 Kms with 20 Stations. Tender Notice Annexure-I of Volume-II Details of spare optical fibers is mentioned in 4 nos. of Reach (i.e. Reach 1: Sitaburdi- MIHAN Depot, Reach 2: Sitaburdi-Automotive Square, Reach 3: Sitaburdi-Hingna Depot, Reach 4: Sitaburdi-Prajapati Nagar) with total Optical Fiber length of 36.341 Kms.	Tender Document should clearly mention about section of optical fiber which can be opted by bidder i.e. Corridor wise, Reach wise or between any 2 Metro Stations.	Bidder may give the requirement for corridor wise, reachwise or between any two stations. Bidder is requested to go through the alignment map of the metro and quote the requirement accordingly between the required locations. Charges will be imposed as per OTDR length after hand over. Please refer to Clause No. 6.5 Draft license Agreement of Volume-II.
10	Clause No.: 4.6 Charging of License Fee: Point No. (1)(6)	Back Up Power and 24 X 7 Power Supply	Telecom Equipments requires -48 V DC Power Supply. If AC Power supply is made available by Maha-Metro at stations, licensee will have to install additional AC-DC Converter, which will again increase space occupancy at stations. Hence Maha-Metro may consider for providing DC Power Supply with battery back-up at Metro Stations by installing suitable capacity DCPS (DC Power System) with Battery Bank at Metro Stations.	Maha-Metro is not having any provision of DC Power Supply. Bidder shall make necessary AC to DC conversions accordingly.
11	Clause No.: 4.6 Charging of License Fee: Point No. (1)(1)	License Fee for space- Rs.250/Rack Unit of Rack Space	It should be clearly mentioned in Tender Notice, whether the license fee of Rs.250/ Rack Unit of Rack space is applicable for per month per station basis or something else.	It is 250/ Rack Unit of Rack Space per month per station. Please refer Sr. No. (4) of Corrigendum II.



12	Clause No.: 4.6 Charging of License Fee: Point No. (1)(1)	License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum 1 SqMtr at selected location.	Telecom Equipments/ Rack installation usually requires base area of around 300 mm*300 mm. To optimize space utilization in Technical Room at Metro stations, it may be considered for bidder to select carpet space area in terms of 0.5 SqMtr at selected station and charge accordingly.	Bidder is allowed to select carpet space area minimum of 0.5 Sq. Mtr at selected stations and the same may be charged accordingly. Please refer Sr. No. (7) of Corrigendum II.
13	Clause No.: 4.8 Operations & Maintenance: Point No. (4)	Maintenance of allotted fibers, equipment installed in the station premises and space handed over will be borne solely by the licensee.	Maintenance of allotted fibers should be in the scope of Licensor i.e. Maha-Metro.	Maintenance of 144 Core on Viaducts and upto TER Rooms are under the scope of Maha-Metro and from TER to their end equipment along with the equipment installed by them is under the scope of Licensee. Please refer Sr. No. (1) of Corrigendum II.
14	Clause No.: 4.8 Operations & Maintenance: Point No. (5)	Licensee agrees to pay & will continue to pay license fees & all dues, even if any or all the fibers are not functional or has/ have been dismantled for repair or upkeep etc. Licensee agrees that in the event of such dysfunction of the fibers, licensor will not be liable to pay any compensation to the licensee.	Endeavour should be made to take care of Licensees operational/ commercial interest too by taking following measures; a. Shift the non-functional/ damaged fibers to healthy optical fibers laid on other trackside of the Metro maximum within 2 Hrs of disruption. b. Outage for upkeep/ repair be planned atleast 2-3 working days in advance in coordination with Licensees and should be preferably planned between 12 midnight to 6AM for a maximum duration of 2 Hrs/ Quarter. c. Pass on equivalent Service Credit in quarterly charges to Licensee for the outages on account of Maha-Metro reasons for non-meeting of assured availability of 99.9% (For OFC, Power Supply disruptions, etc.).	a. There is no provision of spare fibers by Maha-Metro, bidder shall ensure their own spare fiber if needed. Please refer Sr. No. (10) of Corrigendum II. B. Agreed c. Agreed. Please refer Sr. No. (8) of Corrigendum II.
15	Clause No.: 4.8 Operations & Maintenance: Point No. (12)	Licensee voluntarily agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, IT Security officer or their authorized representative.	Endeavour should be made by Maha-Metro by not issuing any undue/ unwarranted instruction for implementation by Licensee, which may have further financial implication to Licensee. All the works other than upkeep of equipment & OFC installed by Licensee at Metro Station (for connecting with Maha-Metro OFC Network) should be in the scope of Maha-Metro	Agreed. Agreed.
16	Clause No.: 4.8 Operations & Maintenance: Point No. (15)(8)	Submission of monthly statement of approved plan & actual utilized spares of fibers at each station.	Submission of monthly statement of approved plan & actual utilized spares on monthly basis may not be viable. Half-yearly or Annual submission of such statement may be considered.	Quarterly submission may be accepted. Please refer Sr. No. (9) of Corrigendum II.
17	Clause No.: 4.10 Security & Other Services: Point No. (2)	Maha-Metro shall ensure availability of the allotted spare optical fibers to 99.9%. However, Maha-Metro shall not be liable for any compensation to the Licensee and Maha-Metro shall use its best efforts to restore such services as soon as possible.	Endeavour should be made to take care of Licensees operational/ commercial interest too by taking following measures; a. Shift the non-functional/ damaged fibers to healthy optical fibers laid on other trackside of the Metro within 2 Hrs of disruption. b. Outage for upkeep/ repair be planned atleast 2-3 working days in advance in coordination with Licensees and should be preferably planned between 12 midnight to 6AM for a maximum duration of 2 Hrs/ Quarter. c. Pass on equivalent Service Credit in quarterly charges to Licensee for the outages on account of Maha-Metro reasons for non-meeting of assured availability of 99.9% (For OFC, Power Supply disruptions, etc.).	a. There is no provision of spare fibers by Maha-Metro, bidder shall ensure their own spare fiber if needed. Please refer Sr. No. (10) of Corrigendum II. B. Agreed. Please refer Sr. No. (8) of Corrigendum II. c. Agreed. Please refer Sr. No. (8) of Corrigendum II.



18	Clause No.: 4.11 Other Conditions: Point No. (1)	It shall be mandatory for Licensee to follow the operational timings of Nagpur Metro Rail. No activity which requires downtime of the fibers shall be permitted within the metro station premises during the operational timings. At present, the metro is proposed to be operational from 6AM till 12 Midnight.	Telecom operations being critical/ sensitive in nature requiring 24x7 service, unfettered access permission be allowed to authorized representatives of Licensee in Metro premises round the clock for O&M purpose. If any activity requires downtime during operational timing of Metro, affected optical fibers be shifted other health optical fibers (on other side track of Metro).	Authorized representatives of Licensee in Metro Premises is permitted for round the clock for O&M Purpose till Telecom Equipment Room (TER) but only in the presence of Maha-Metro Representative. However, No activity which requires downtime of the fibers which affects the operations of Metro shall be permitted within the metro premises during the operational timings. There is no provision of spare fibers by Maha-Metro, bidder shall ensure their own spare fiber if needed.
19	Clause No.: 5.25 Execution of License Agreement	(a) Execute License Agreement within 30 days of issue of LOA by Maha-Metro. (b) License Agreement shall be executed in single copy. Original duly registered License Agreement will be retained by Maha-Metro and the colour copy of the agreement shall be handed over to the Licensee. (c) Stamp duty & Registration fees for License Agreement, if required under Applicable Laws, shall be borne and paid by the Licensee.	(a) Longer period (may be of 90 days) be allowed for execution of License Agreement after issue of LOA by Maha-Metro. (b) License Agreement should be executed in Duplicate (in 2 copies), 1 copy each be retained by Licensor & Licensee. (c) Applicable Stamp Duty & Registration fees for execution of License Agreement should be borne equally by both Licensor & Licensee (i.e. 50% by both the parties). Further, amount/ percentage of stamp duty/ registration charges as per applicable laws should be mentioned in Tender Notice.	1. Tender document has a provision to extend the timeline of license agreement for a maximum period cumulatively not exceeding Ninety (90) days from the LoA date as per section 5.25 (d) of Volume-II: Draft License Agreement. 2. Tender Conditions shall prevail. 3. Tender Conditions shall prevail. May kindly refer stamp duty Act of Govt. of Maharashtra
20	Clause No.: 5.25 Stage of Activity	Delay in payment of License fee shall attract interest @ 24% / annum on outstanding balance on due date.	Interest @ 10% for delay in license fee payment may be considered.	Interest @ 15% for delay in license fee payment may be considered. Please refer to Sr. No (11) of Corrigendum II.
21	Clause No.: 4.2 General Terms & Conditions: Point No.(6) and Clause No.: 21.1 Volume II	Tender Notice Clause No.: 4.2.6, Maha-Metro reserves its right to withdraw any optical fiber and inventories at any stage of tenure of Agreement. Licensee shall surrender/ vacate the fibers/ premises of such section within a period of 60 days from such intimation. Tender Notice Clause No.: 21.1 of Volume-II, Licensee desirous of terminating or surrendering the license, shall give to Maha-Metro 6 months advance notice in writing of its intention to terminate the license.	Withdrawal/ surrender of License (Maha-Metro assets i.e. OFC, Space, etc.) shall be on equal terms for both Licensor & Licensee i.e. 60 days advance notice from either side may be considered for withdrawal/ surrender of the License Agreement.	Agreed. Please refer to Sr. No (12) of Corrigendum II.



22	Clause No.: 54 of Volume-II	Dispute Resolution	<p>Standard Dispute Resolution process with different types of Licensees may be considered as mentioned below The dispute resolution clause with Licensees having License from DoT-“The disputes/difference between Licensor & Licensee in respect of/arising out of this Agreement shall be settled in/referred to Telecom Disputes Settlement and Appellate Tribunal (TDSAT) as per provisions of Telecom Regulatory Authority of India (TRAI) Act, 1997 as amended from time to time or in such other judicial authority competent to settle such disputes as per the prevailing Law. All matters relating to this Agreement shall be subject to law & regulations applicable in India & the Courts in New Delhi shall have the exclusive Jurisdiction.” ORThe dispute resolution clause with Government Departments/organisations/CPSEs/SPSEs etc.All disputes/differences between Licensor & Licensee in respect/arising out of this Agreement shall be first endeavored to be resolved by way of amicable settlement with mutual consent.In case the parties fail to settle the dispute amicably, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4 (1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.The guidelines issued by Department of Public Enterprises, Government of India from time to time shall be applicable to the parties in the event of any dispute or difference relating to the interpretation and application of the provisions of the present contract between the parties. ORNon -licensees Private CustomersThe disputes/difference between Licensor & Licensee in respect of/arising out of this Agreement shall be settled in/referred to Arbitrator as below:-The Arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 crore and by three-member arbitral tribunal in case the amount of claim is greater than Rs. 25 crore.Sole ArbitrationThe sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by Licensor. The same shall comprise of retired judges and retired senior executives of PSUs other than Maha-Metro. Further, the choice of Sole Arbitrator shall be governed by the amount of claim in the following manner:-</p>	Tender Conditions shall prevail.
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a) Less than Rs. 10 Crore- Sole Arbitrator- Retired Senior Executives of PSUs other than POWERGRID/Retired Distt. Judges/High Court Judges.

b) Rs. 10 Crore - Rs. 25 Crore - Sole Arbitrator- Retired High Court /Supreme Court Judges.

c) In case of invocation of Arbitration by Licensor, Licensor shall, within 30 days, send a list of names of 3 Arbitrators from its list/database of Arbitrators and (Name of the Customer) shall within the period of further 30 days select any one person to act as "Sole Arbitrator" which will be confirmed by Licensor and the matter will be referred to such appointed Arbitrator for further Arbitration Proceedings.

d) In case of invocation of arbitration by Licensee, Licensee shall request Licensor for its database of Arbitrators/chose from the list of Arbitrators available on Licensor's website, and Licensee, shall within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by Licensor within 30 days and The matter will be referred to such appointed Arbitrator for further Arbitration proceedings. If the parties fail to appoint sole arbitrator within 60 (Sixty) days after the receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by the Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three Member Arbitral Tribunal: -
The Arbitration shall be conducted by three Arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by Licensee and Licensor and the third to be appointed by both the Arbitrators in accordance with the Indian Arbitration and Conciliation Act. If either of the parties fails to appoint its Arbitrator with 60 (sixty) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the Arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of the presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration and conciliation Act.

The cost of Arbitral proceedings inter-alia including the Arbitrator's fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself. The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator. The seat & venue of arbitration shall be All matters relating to this agreement shall be subject to LAW & regulations applicable in India and the courts at shall have the exclusive jurisdiction."



23	Clause No. 4.2 General Terms & Conditions: Point No. (1) (1)	The Licence Fee for Space is mentioned as Rs 10,000 & then Rs 250	Pls clarify why there are two costs mentioned for the same Licencing of space	INR. 7,500/- per Sqm is horizontal or vertical space for installing any rack etc. and INR.250/-Per Unit Space in Rack for leasing of rack units in the rack which is already available with Maha-Metro. Please refer Sr. No. (4) of Corrigendum II.
24	Clause No. 4.2 General Terms & Conditions: Point No. (1) (2)	Maintainence Charges	If connectivity taken is from Start point of fibre to end point of fibre, without any drop points in between will these mtnce charges still be aplicable?	It is applicable only for the locations wherever dropping and equipments are installed.
25	Clause No. 4.2 General Terms & Conditions: Point No. (1) (4)	One Time Supervision charges	Does this depend on stations where fibre drop is taken or does this have to be paid per station on the route	It is applicable for the station where drop is taken by the bidder.
26	Key Details Section	Security deposit / EMD	MSME is exempt from Security deposit / EMD in Govt tenders, does this also apply here	MSME is exempted from Security deposit / EMD. Please refer Addendum-I and Sr. No. (13) of Corrigendum II for more details.

