

**MAHARASHTRA METRO RAIL CORPORATION LTD.
NAGPUR METRO RAIL PROJECT**

**LICENSING OF SPARE OPTICAL FIBER CABLE (OFC) IN
MAHA-METRO AT NAGPUR METRO RAIL PROJECT
NETWORK**

TENDER NO. N1-TL(PD)-03/2023

VOLUME-I



Maharashtra Metro Rail Corporation Limited

Nagpur Metro Rail Project

Metro Bhawan, Opp. Ambedkar College,

VIP Road, Near Deekshabhoomi, Nagpur-440010

Maharashtra, INDIA

Website: <http://www.metro railnagpur.com>

DISCLAIMER

The Bid documents for “LICENSING OF SPARE OPTICAL FIBER CABLE (OFC) IN MAHA-METRO AT NAGPUR METRO RAIL PROJECT NETWORK”.

This Tender document is an information by Maha-Metro to the interested Bidders for participation in the e-tendering process for selection of Licensee. This Tender document is provided with information that may be useful to Bidders in making their financial offers (Bids) pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by MAHA-METRO. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

Information provided in this Bid document to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MAHA-METRO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MAHA-METRO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Bid document. MAHA-METRO, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise arising in any way for participation in this Bid stage.

The issue of this Bid document does not imply that MAHA-METRO is bound to select a Bidder for the Licensing of Spare Optical Fibres by MAHA-METRO and MAHA-METRO reserves the right to reject all or any of the Bid documents without assigning any reason whatsoever. Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid documents. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bid documents for award of the License Agreement. Any queries or request for additional information concerning this BID DOCUMENT shall be considered only if it is submitted in writing.

This document for “LICENSING OF SPARE OPTICAL FIBER CABLE (OFC) IN MAHA-METRO AT NAGPUR METRO RAIL PROJECT NETWORK” contains brief information about the Project, Requirements and the Selection process for selected Bidder. The purpose of the Document is to provide Bidder with information to assist the formulation of their “Bid document”. The information contained in this Document or subsequently provided to interested parties [the Bidder(s)], in writing by or on behalf of Maharashtra Metro Rail Corporation Ltd. (MAHA-METRO) is provided to Bidder (s) on the terms and conditions set out in the document and any other and conditions subject to which such information is provided. This document does not purport to contain all the information that each Bidder may require.

This document has been prepared with a view to provide the relevant information about the project with MAHA-METRO and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. MAHA-METRO advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information of this document and to obtain independent advice from appropriate sources. MAHA-

METRO, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this document and that the information provided hereunder is only to the best of the knowledge of MAHA-METRO.

A written intimation of discrepancies in the document, if any, or queries regarding the Bid document can be submitted to the office of the MAHA-METRO by the specified dates. If MAHA-METRO receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the document. In particular, MAHA-METRO shall not be responsible / liable for any latent or evident defect or character of the project including but not limiting to the following;

- a) Electricity availability and provisions.
- b) Site/s locations.
- c) All statutory permissions from various authorities as per the Central/State Government norms.
- d) All applicable rent, rates, duties, cess and taxes, if any.
- e) All applicable statutory laws and provisions.
- f) Technical and financial feasibility of the project.

Any character or requirement of the Project which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder. This Document is not an agreement and is not an offer or invitation by MAHA-METRO to any other party. The terms, on which the Project is to be developed and the right of the selected Bidder shall be as set out in separate agreement executed between MAHA-METRO and the selected Bidder broadly in the format set out herein.

MAHA-METRO reserves the rights to accept or reject any or all Bid documents without giving any reasons thereof. MAHA-METRO shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this document.

The Bidder is requested to get in touch with official website of MAHA-METRO i.e, www.metroinagpur.org for all updates on the Bid document. This Bid document will be in MAHA-METRO website subject to availability of spare OFC. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

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1. INTRODUCTION : Brief Background

- 1.1. The MAHARASHTRA METRO RAIL CORPORATION LTD. (hereinafter referred to as “Maha-Metro”), a joint venture of the Government of India (GoI) and the Government of Maharashtra (GoM), for implementing the Nagpur Metro Rail Project in Nagpur City. Maha-Metro was incorporated on 17th February 2015 with a vision to create safe, reliable, efficient, affordable, commuter friendly and environmentally sustainable rapid public transport system for the Nagpur City and Nagpur Metro Region. Maha-Metro is solely responsible for the successful and timely completion of the project & its operations subsequently. 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;
 - 1.1.1. North- South Corridor with Rail length approx. 19.658 Kms with 18 Stations.
 - 1.1.2. East- West Corridor with Rail length approx. 18.557 Kms with 20 Stations.
- 1.2. Maha-Metro has commissioned a well-organized communication infrastructure covering strategic locations like OCC, Stations, and Depots which are highly reliable 144Core Fiber links of the Fiber Optic Transmission System (FOTS) for commissioning of telecom systems and non-telecom subsystems of the rail project.
- 1.3. MAHA-METRO has an extensive Optical Fibre network in the Nagpur region along its metro route. In line with the National Telecom Policy, Maharashtra Metro Rail Corporation Limited plans to license out spare fiber pairs on its existing OFC network with dropping facility at metro station(s) in between, complying with the specification as per ITU-T recommendations ITU-T G.652 D.
- 1.4. This FOTS backbone infrastructure provides dedicated dark fibers for lease-out facilities to others. Maha-Metro has bagged the license of Infrastructure Provider Category-I (IP-I) to provide telecom assets such as dark fiber, right of way, duct space & tower on lease/rent/sale basis to the licensees of telecom services on mutually agreed terms & conditions from Ministry of Communications, Department of Telecommunications.
- 1.5. Since MAHA-METRO metro route is a dedicated elevated /at-grade route and optical fibre is laid along the elevated and at-grade route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies.
- 1.6. MAHA-METRO may also provide space for placement of equipment’s, power supply etc. as per demand of the Licensee and availability & feasibility of space at station.
- 1.7. The section offered under this tender is Licensing of spare optical fibers inside all stations of the Nagpur Metro Rail Project. The offered spare/s as referred above will be provided on “as is where is basis”. The offered spare fibers in the required stations are to be designed and commissioned and install and commissioning the required equipment in the technical room of stations by the Licensee with the prior approval of Maha-Metro.
- 1.8. Maha-Metro with valid Infrastructure Provider-I License issued by Ministry of Communications/DoT has a view to earn more non-fare box revenue, invites tender from reputed service providers in Nagpur Metro Rail Project for the period of 03 years.
- 1.9. The North-South Corridor line has terminal locations of MIHAN Depot and Automotive Square and East-West Corridor of the Nagpur Metro Rail Project has the terminal locations of HINGNA Depot to Prajapati Square.
- 1.10. Through this Bid, Maha-Metro intends to select one or more “Licensee/s” to take up the license rights of the fiber cables of Nagpur Metro Rail Project on “License Basis”. The stations are in

the close vicinity of residential/ institutional/commercial areas of the Nagpur City.

1.11. The Fiber Licensing rights in this bid, shall be provided selected bidder/s on license basis for a period of 03 years for 17 pairs of Optical Fiber cables of total length of 38kms in N-S & E-W Corridors. The license shall include:

- a) Licensing the spare optical fibers in MAHA-METRO network for use by agencies.
- b) To earn non-operational revenue for MAHA-METRO through Licensing of Spare Optical Fibers in MAHA-METRO (Nagpur) network.
- c) Position Nagpur Metro as a most sought-after location for use of Optical Fibers.
- d) Provide value to the Corporate who uses Optical Fiber in Nagpur Metro.

1.12. The selected bidder shall operate & maintain the equipment installed by the bidder as per the various terms & conditions as stated in this Bid document along with other timely directives and approvals/instructions provided by Maha-Metro.

1.13. An information document covering the purpose of the license, tender notice, bidding process may be downloaded from the website <https://mahametrorail.etenders.in> and from the Maha-Metro's website www.metroinagpur.com.

2.

2. NOTICE INVITING BID

- 2.1. Maha-Metro invites open E-tenders from suitable bidders who may be a sole proprietorship firm, a partnership firm, limited liability partnership, a company having registered office in India for selection as a "Licensee" to whom the licensing of spare optical fibers in Nagpur Metro Rail Project shall be granted on "as is where is" basis. The allotted spare fibers can be utilized for the business purpose as permissible by the law and license issued to the selected bidder by the Ministry of Communications/DoT.
- 2.2. Maha-Metro shall receive Bids pursuant to this bid in accordance with the terms set forth in this bid and other document to be provided by Maha-Metro pursuant to this bid as modified, altered, amended and clarified from time-to-time by Maha-Metro (collectively the "Bidding documents") and all bids shall be prepared and submitted in accordance with such terms or before the date specified in the e-tender notice published for submission of bids (the "Bid Due Date").
- 2.3. The Number of Spare fibers available in Nagpur Metro Rail Project is attached at "Annexure-1" for ready reference.
- 2.4. The bid document, tender notice, details of Number of Spare Fibers available, bidding process, addendum/corrigendum, License Agreement and any other relevant document can be downloaded from e-tendering website on payment of a Non-Refundable document fee of INR 11,800/- (Rupees Eleven Thousand Eight Hundred only) (inclusive of applicable GST) to be paid via online Payment Gateway mode only. The information of E-payment gateway is available on E-tendering Website: <https://mahametrorail.etenders.in>.
- 2.5. Now, Maha-Metro intends to select suitable applicant (the "Selected Bidder"), for awarding the spare optical fibers, through an open competitive bidding process in accordance with the procedure set out in this bid document.
- 2.6. Bids are invited in this tender based on the Highest License Fees to be paid for licensing of optical fibers in Nagpur Metro Rail Project.
Considering the competition available in the market, the bidder who quotes the Highest License Fee (applicable for Base Year) to be paid to Maha-Metro, in their financial bid shall be termed as the Highest Bidder and the cost quoted by him shall be treated as final cost and his requirement will be fulfilled first and the remaining bidders may decide to license the spare fibers as per the available spares after allotting to the highest bidder for the final cost.
- 2.7. The Bidder shall along with its technical and financial proposal submit the bid security (the "Bid Security") in accordance with the Clause 3.18 of the Bid document. The bid document shall be summarily rejected if it is not accompanied with bid security. The bid security shall be submitted in the mode indicated in the NIT.
- 2.8. During the bidding process, bidders are invited to examine the stations and technical rooms in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the said license including erection/installation furnishing/finishing, cable laying (if any) operation and maintenance of the licensed premises. MAHA-METRO upon the request of the Bidder may arrange a supervisor for the visit of the sites for better understanding but the same shall not exceed more than twice for a Bidder.
- 2.9. All the uploaded files in tender submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- 2.10. Any queries or request for additional information pertaining to this Bid shall be send to the following e-mail ID: md.nmrcl.tenders@gmail.com. Maha-Metro shall respond all the queries including an explanation of the query in writing and shall upload the same on the e-tendering portal.
- 2.11. The brief schedule of the bidding process shall be as per the dates mentioned in the e-tender notice published for the project.

- 2.12.** The bids shall be valid for the period of 180 days from the Bid due date.
- 2.13.** In case of any information/queries regarding this tender, the bidders are advised to contact:
- a. The Executive Director (Procurement)**
Maharashtra Metro Rail Corporation Ltd.,
Metro Bhawan, VIP Road, Near Deekshabhoomi,
Nagpur, Maharashtra – 440 010.
- b. Chief Project Manager (Telecom, IT & AFC)**
Maharashtra Metro Rail Corporation Ltd.,
Metro Bhawan, VIP Road, Near Deekshabhoomi,
Nagpur, Maharashtra – 440 010.
- 2.14.** Maha-Metro reserve the right to reject any or all bids without assigning any reason and the same shall be at the entire discretion of Maha-Metro. Maha-Metro's decision in this respect shall be final and binding.
- 2.15.** Conditional bids shall be summarily rejected.
- 2.16.** Bidder shall ensure that none of the part of Financial Bid should be uploaded in anywhere in the technical section, if the bidder does so then his bid will be summarily rejected.
- 2.17.** If the Bidder furnishes false information, false & forged experience certificate/documents with the bid, which fails in authenticity verification by Maha-Metro, shall lead to disqualification from the tender process and forfeitures of Bid Security/EMD and or termination of contract even after award of contract, including forfeiture of Security Deposit.
- 2.18.** Bidders may refer to e-tender procedures (Toolkit for using e-tender portal) at Annexure-2 . In case of support or help required during online submission or difficulty encountered during online submission, the bidders may contact Mr. Prateek Parasher with Contact No. 9167246753 (Helpline for online submission of bid only).

3. Instructions to Bidder

3.1. General terms of Bidding

- 3.1.1. Scope of Bid – At the Bid Stage, Maha-Metro wishes to receive Bids comprising the following:
- 3.1.2. Eligibility Proposal from Bidders, in order to shortlist experienced and capable Bidders; and
- 3.1.3. Financial Bid Comprising License Fees per pair per km per month for licensing of spare optical fibers and other facilities.
- 3.1.4. No Bidder shall submit more than one financial quote for availing license rights of spare optical fibers at each metro station.
- 3.1.5. The Bidders are expected to carry out the surveys, investigations and other detailed examination of this metro stations, at their own cost, before submitting their Bids.
- 3.1.6. Notwithstanding anything to the contrary contained in this Bid Document, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 3.1.7. The Eligibility/Technical Proposal of the Bid should be furnished only in the formats at Bid Forms I to XI attached to this Bid Document and Financial Proposal of the Bid should be furnished only in the format at Bid Form-XII with amount in both figures and words, in Indian Rupees and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 3.1.8. The Financial Bid shall consist of an offer/ bid of License Fees quoted by the Bidder for undertaking the aforesaid licensing rights for spare optical fibers at the selected metro station(/s), in accordance with the Bidding Documents and the License Agreement.

Bids are invited in this tender based on of the Highest License Fees to be paid for spare optical fibers of Nagpur Metro Rail Project metro station(s).

Considering the minimum optical fiber spares available at each metro station, the Bidder who quotes the Highest License Fees (applicable for Base Year), to be paid to Maha-Metro, in their Financial Bid shall be termed as Highest Bidder.
- 3.1.9. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 3.1.10. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (signed wherever required) shall be submitted on or before the Bid Due Date in the prescribed format given in this Bid Document. No other mode of submission is acceptable. Bid Parameter duly filled in is to be submitted in the format provided in "Bid Form - XII : Format for Financial Bid".
- 3.1.11. Representative of the Bidder, who chooses to attend, may attend the opening of the Financial Bids. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the Bidder on his letter head.
- 3.1.12. Documents mentioned to be submitted in this Bid Document to Maha-Metro are required to be submitted by the Bid Due Date.
- 3.1.13. The Bidding Documents including this Bid Document and all attached documents, provided by Maha-Metro are and shall remain the property of Maha-Metro and are transmitted to the Bidders solely for preparation and the submission of a Bid in

accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Maha-Metro will not return to the Bidders any Bid, document or any information provided along therewith.

3.1.14. This Bid Document is not transferable.

3.1.15. Any award of this Project pursuant to this Bid Document shall be subject to the terms of Bidding Documents.

3.1.16. The following conditions shall be adhered to while submitting a Bid:

- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed Bid Forms is insufficient;
- b) Information supplied by a Bidder must apply to the Bidder, Member or subsidiary named in the Bid and not, unless specifically requested, to other associated companies or firms; and
- c) At the time of responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with this Bid Document.

3.1.17. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to such year(s) immediately preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

3.2. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. In the event the Bidder is identified as the Selected Bidder at the Bid Stage, it shall be solely responsible for all the costs associated with execution of the License Agreement, including applicable stamp duty and registration fee etc. payable thereon. Maha-Metro will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.3. Site visit and verification of information

3.3.1. It is the responsibility of the Bidders to submit their respective Bids after visiting the Project Site and Bidders shall be deemed to have understood and ascertained for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, sewerage disposal, applicable laws and regulations, and any other matter considered relevant by them. Maha-Metro assumes no responsibility or liability in respect thereof. Prior to carrying out Site visit, Bidder may contact the Officer-In-Charge as per details given at Clause 2.13.

3.3.2. Acknowledgment by Bidder - It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of requirements, specifications, instructions and other information set forth in the Bidding Documents;
- b) made complete and careful examination of the Project requirements to determine the challenges, difficulties and matters incidental to performance of its obligations including but not limited to conditions of the available spare optical fibers, applicable Laws and applicable permits, requirements to get clearances from various

authorities and all other matters that might affect the Selected Bidder/ Licensee's performance under the License Agreement pursuant to the Bidding Documents and License Agreement;

- c) determined to its satisfaction the nature and extent of all difficulties, hazards and risks involved in performance of the obligations involved and accepts all such risks and responsibilities directly or indirectly connected with Project execution;
 - d) received all relevant information requested from Maha-Metro;
 - e) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Maha-Metro relating to any of the matters specified in clause 3.3.1 above (the Bidding Process) and the entire RFP document;
 - f) satisfied itself about all matters, things and information including matters referred to in clause 3.3.1 hereinabove, necessary and required for submitting an informed Bid, execution of this Project in accordance with the Bidding Documents and performance of all of its /Licensee's obligations there under;
 - g) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in clause 3.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Maha-Metro, or a ground for termination of the License Agreement by the Licensee.
 - h) acknowledged that it does not have a Conflict of Interest; and
 - i) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.3.3. Maha-Metro does not accept any responsibility and shall not be liable for any omission, mistake, inaccuracies or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Maha-Metro as their verification is the responsibility of the Bidder.
- 3.3.4. MAHA-METRO upon the request of the Bidder may arrange a supervisor for the visit of the sites for better understanding but the same shall not exceed more than twice for a Bidder.

3.4. Verification and Disqualification

- 3.4.1. Notwithstanding anything contained in this Bid Document, Maha-Metro reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.
- 3.4.2. Maha-Metro reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document or the Bidding Documents and the Bidder shall, when so required by Maha-Metro, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Maha-Metro shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Maha-Metro there under. Notwithstanding anything to the contrary contained in the Bid Document, Maha-Metro may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation or does not prejudice

or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the Bid Document without any material deviation, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one that (a) affects in any substantial way, the scope, quality or performance of a contract; (b) that limits, in any substantial way, inconsistent with the Bidding Documents, Maha-Metro's right or the Selected Bidder's obligations under the contract; or (c) where rectification would unfairly affect the competitive position of other Bidders who are presenting responsive Bids.

3.4.3. Maha-Metro reserves the right to reject any Bid and appropriate the Bid Security if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the times specified by Maha-Metro, the supplemental information sought by Maha-Metro for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder.

3.4.4. In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into of the License Agreement, and if the Selected Bidder/SPC has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Document, be liable to be terminated, by a communication in writing by Maha-Metro to the Selected Bidder or the Licensee, as the case may be, without being liable any manner whatsoever to the Selected Bidder or Licensee In such an event, Maha-Metro shall be entitled to forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to Maha-Metro under the Bidding Documents and/or the License Agreement, or under Applicable Law, or otherwise.

3.4.5. Maha-Metro reserves the right to amalgamate/sub-divide the available Space(s) and spare optical fibers.

3.5. Clarifications

3.5.1. Bidders requiring any clarification on the Bid Document may notify Maha-Metro in writing or by fax or e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process. Maha-Metro shall endeavor to respond to the queries Maha- Metro will upload all the queries and its responses thereto on the official website of Maha- Metro i.e. <https://mahametrorail.etenders.in> as per the Schedule of Bidding Process, along with the Addendum, if any.

3.5.2. Maha-Metro shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Maha-Metro reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Maha-Metro to respond to any question or to provide any clarification.

3.5.3. Maha-Metro may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Maha-Metro shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Maha-Metro or its employees or representatives shall not in any way or any manner be binding on Maha-Metro.

3.6. Amendment of Bid Document

- 3.6.1. At any time prior to the Bid Due Date, Maha-Metro may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda.
- 3.6.2. Any Addendum issued hereunder will be uploaded on the web-site of Maha-Metro i.e. "<https://mahametrorail.etenders.in>" along with the amended / revised Bid Document before the Bid Due Date. All Bidders are therefore advised to see the website of Maha-Metro for any addendum/ amendment which shall be submitted along with the Bid and will be binding on all Bidders. No separate information will be issued either by post, fax or e-mail to prospective Bidders who have purchased the Bid Document.

3.7. Pre-Bid Meeting

- 3.7.1. Pre-Bid meeting shall be convened on the date & place given in NIT as well as through VC. Maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 3.7.2. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Maha-Metro. Maha-Metro shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 3.7.3. Non-attendance at the Pre-Bid conference will not be a cause for disqualification of a Bidder.
- 3.7.4. Maha-Metro, in its sole discretion and without incurring any obligation, may convene more than one Pre-Bid conference, if considered necessary.
- 3.7.5. The replies to queries shall be uploaded on website '<https://mahametrorail.etenders.in>' of Maha-Metro as per the Schedule of Bidding Process along with amendments, if any.

3.8. Format and Signing of Bid

- 3.8.1. Language- The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 3.8.2. The Bidder shall provide all the information/ documents sought under this Bid Document by way of online submission of scanned copy of the original information/documents comprising the Bid to Maha-Metro, on or prior to the Bid Due Date and also as mentioned in the Bid Notice. Maha-Metro will evaluate only those Bids that are received in the required formats and complete in all respects, as well as duly filled, signed and sealed for submission. Incomplete and /or conditional Bids shall be liable to rejection.
- 3.8.3. The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also sign each page, in blue ink. In case of printed and published documents, only the cover shall be signed. All the alterations, omissions, additions or any other amendments made to the Bid shall be signed by the authorized signatory of Bidder. The Bid shall be page numbered.

3.9. Submission of online bid

- 3.9.1. The bid is to be submitted electronically through E-Tendering of Maha-Metro E-Tender portal <https://mahametrorail.etenders.in>.
 - a) The Bid shall be uploaded under two heads – Technical Bid and Financial Bid.

- b) The Bidders will be required to fill up formats for Technical Bid; scanned it and upload the same along with all supporting documents under head Technical Bid.
- c) The Bidder shall submit the Financial Bid in the Financial/ Commercial Bid option available online.
- d) The contents of Technical Bid and Financial Bid shall be as mentioned in Clause 3.10 below.

3.10. Contents in BID

The Technical Proposal should be uploaded in the “Technical option” available on the online e-tendering portal and should contain the following:

- a) The receipt/ proof of payment of Bid Document Fee & Bid Security;
- b) The duly filled Checklist as per the format at Bid Form-XI;
- c) Duly signed/sealed Bid Document including Volume-I & II;
- d) Covering Letter for Bid in the prescribed format (Bid Form-I) along with Bid Forms – II to X
- e) Power of Attorney for signing the Bid as per the format at Bid Form-IV/V;
- f) Copies of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership firm then a copy of its partnership deed and other charter documents, PAN card etc., as the case may be; and
- g) Bidder’s duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years immediately preceding the Bid Due Date along with ITRs (income tax returns).
- h) The Financial Bid should be uploaded in the Financial Section available on the online e-tendering portal and shall be submitted as per Bid Form - XII : Format for Financial Bid.

3.11. E-Tender Submission

Technical Package:

- 3.11.1. The Technical Package shall be submitted in “Commercial Section” on E-Tender Portal of Maha-Metro.
- 3.11.2. The Bidder shall submit/ upload (through digital signature on e-tender portal of Maha-Metro) in the “Technical Package” / “Technical Section”.
- 3.11.3. Bidder shall first download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender using his DSC (i.e. DSC of POA/ DSC of authorized person/Owner) read & examine the document & process carefully.
- 3.11.4. For submission of Tender Document and Corrigendum, a Tick (✓) submission Process has been enabled in Technical Section of E-Tender Portal of Maha-Metro. Bidders have to tick (✓) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums and its clauses. By clicking on the tick (✓) the bid documents & corrigendum /addendum shall automatically attach to offer of bidder. Further bidder may proceed for submission by clicking submit button.
- 3.11.5. If the bidder has completed the submission process of his bid before due date & time of submission and in the meantime, employer issue a corrigendum, in these circumstances the bidder has to re-submit his bid by “clicking tick (✓)” to the newly

added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it prior to final date & time of submission of bid.

- 3.11.6. All other enclosure (Physically Signed by authorized person) as per requirement of Bid Document, described in various sections of Bid Document may be attached at appropriate Technical Template or "Additional Document" section of "Technical Envelope/Section" of E- Tender Portal.
- 3.11.7. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- 3.11.8. Scanned copy of all enclosure required as described in the Bid Document at various place shall be uploaded in Technical Section / Technical Envelope of E-Tender Portal.
- 3.11.9. Each entity of Technical Section / Technical Envelope have a capacity to upload a document of 10 MB.
- 3.11.10. If any enclosures are more than 10 MB, it may be split by bidder to the size of 10 MB or less & proceed further for up loading in Technical Section / Technical Envelope.
- 3.11.11. If the technical enclosures are more in numbers than the fixed entity of Technical Section / Technical Envelope. Bidders have option to upload any number of documents in "Additional Document" section of "Technical Envelope/ Technical Section" of E-Tender Portal.
- 3.11.12. No information pertaining to "Financial Bid" shall be uploaded or disclosed anywhere in "Technical Bid" Technical Section/ Technical Envelope of E-Tender Portal.
- 3.11.13. All uploaded enclosures should bear page numbers and Indexed properly. The first file uploaded by the bidder in the technical section shall be "Index of Enclosures".

Financial Package

- 3.11.14. The Financial Package to be submitted in "Financial Section" on E-Tender Portal of Maha- Metro.
- 3.11.15. The Financial bid / Price bid shall be filled online in Financial Section / Financial Envelope of E-Tender Portal. However, in certain cases the BOQ may be required to fill manually & scanned copy may require to be uploaded on Financial Envelope / Financial Section of E- Tender Portal of Maha-Metro.
- 3.11.16. Bids submitted by hard copy, fax, telex, telegram or e-mail shall not be entertained and shall be duly rejected.
- 3.11.17. It is to be noted that the Financial Bid shall be submitted in the "Financial" section only. In the event if the financial bid is submitted in the "Technical" Section of the online e-tendering portal, the bids shall be summarily rejected.
- 3.11.18. The Documents such as original Power of Attorney for signing the Bid and bank guarantees, shall be submitted in physical form before 16.00 hrs on Bid Due Date;

3.12. Bid Due Date

- 3.12.1. The Bidders are advised to submit their Bids to Maha-Metro well before the time and Bid Due Date specified above through the online e-tendering portal <https://mahametrorail.etenders.in>.
- 3.12.2. Maha-Metro shall not be responsible for any delay in submission for any reason. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Maha-Metro may in its sole discretion, extend the Bid Due Date uniformly for all Bidders, in accordance with the provisions of the Bid Document.
- 3.12.3. Bidders shall submit their Bids in through website- <https://mahametrorail.etenders.in> on or before the Bid Due Date and time given in the Schedule of Bidding Process.
- 3.12.4. The Technical Bids/proposal of the Bidders will be opened as per the Schedule of

Bidding Process. The Financial Bids/proposals of only those Bidders who are found to be eligible as per the Eligibility criteria mentioned in the document shall be opened at a subsequent date, after due evaluation of Technical Proposals. The date of opening of Financial Bids shall be decided by Maha-Metro and communicated to all qualified Bidders online. The Financial Bids of Bidders whose Technical Proposals do not meet the Technical and Financial Capacity requirements as per this Bid Document shall not be eligible for consideration.

3.13. Modifications/ Substitution/ Withdrawal of Bids

- 3.13.1. As the bid process is through e-tendering portal of Maha-Metro only, any amendment/ modification/substitution of bid can be done by going back into the Re-work option of the e- tender portal prior to the submission of bid.
- 3.13.2. Withdraw of already uploaded & submitted bid is not possible.
- 3.13.3. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date & time.
- 3.13.4. The bidder should further note that in case the bidder deposited the Bid Security through the e-tender portal & choose not to participate in the bid further, in this case the already deposited bid security amount shall be refunded only after completion/annulment of entire bid process for the proposed project.

3.14. Rejection of Bids

- 3.14.1. Notwithstanding anything contained in this Bid Document, Maha-Metro reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Maha-Metro rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.14.2. Maha-Metro reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3.15. Validity of Bids

- 3.15.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and Maha-Metro.

3.16. Confidentiality

- 3.16.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Maha-Metro in relation to, or matters arising out of, or concerning the Bidding Process. Maha-Metro will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Maha-Metro may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or Maha-Metro or as may be required by law or in connection with any legal process.

3.17. Correspondence with the Bidder

- 3.17.1. Save and except as provided in this Bid Document, Maha-Metro shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

3.18. Bid Security

- 3.18.1. The Bidder shall furnish as part of its Bid, a Bid Security, in favor of Maha-Metro, equivalent to amount specified in NIT & according to the mode specified in NIT.

- 3.18.2. Maha-Metro shall not be liable to pay any interest on the Bid Security Deposit so made and the same shall be interest free.
- 3.18.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by Maha-Metro as non-responsive.
- 3.18.4. The Bid Security submitted by Bidders (except the First and Second Highest bidder) shall be refunded, without any interest, and will be returned, subject to terms herein, through the online portal <https://mahametrorail.etenders.in>, no later than 60 (sixty) days after award of contract to the Selected Bidder by Maha-Metro.
- 3.18.5. The Bid Security of Selected Bidder shall be retained by Maha-Metro till the deposition of Security Deposit and signing of the License Agreement. The Selected Bidder's Bid Security will be returned, without any interest, upon submission of Security Deposit and signing of the License Agreement in accordance with the provisions thereof. The Bid Security of the Second Highest Bidder shall be refunded upon signing of License Agreement by the Selected Bidder.
- 3.18.6. Maha-Metro shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this Bid Document, shall be deemed to have acknowledged and confirmed that Maha-Metro will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Bid Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.18.7. Forfeiture of Bid Security- The Bid Security shall be forfeited and appropriated by Maha-Metro as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro for, inter alia, time, cost and effort of Maha-Metro without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise, under any of the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) If a Bidder withdraws or modifies its Bid during the Bid validity period or the extended period, as the case may be;
 - c) If a Bidder imposes any condition within the Bid validity period or the extended period;
 - d) If bidder submits any fake, forged or fabricated documents with the Bid, which fails the verification of its authenticity or having inconsistent or misleading information, shall lead to rejection of Bid & forfeiture of EMD /Bid Security (Partial of full).
 - e) In the case of Selected Bidder, if it fails within the specified time limit–
 - I. to sign and return the duplicate copy of LOA unconditionally;
 - II. to sign the License Agreement as per the draft License Agreement, without imposing any conditions; or
 - III. to furnish Security Deposit; or to deposit the first payment of License Fees; or
 - f) In case the Selected Bidder, before signing the License Agreement, commits any breach hereof.

3.19. Interest Free Security Deposit

- 3.19.1. Selected Bidder shall have to deposit the Interest Free Security Deposit (the "Security Deposit") amounting to 'Quarterly Fee' for 1 (one) quarter (which includes License Fee

for OFC, Space rent, maintenance charges, cable tray charges & power charges), calculated according to the quantity of facilities quoted by Bidder in Financial Bid, within 30 days of issuance of LOA by Maha-Metro;

- 3.19.2. The Security Deposit shall be submitted in the form of Bank Guarantee/Demand Draft/Insurance Surety Bond drawn in favor of, or FDR pledged in favor of, Maharashtra Metro Rail Corporation Limited, and shall be retained by Maha-Metro for the entire license period.

3.20. Opening and Evaluation of Bids

The bidders have only option to submit their bids electronically through E-Tender portal of Maha-Metro, The electronic bid opening procedure shall be as under:-

- 3.20.1. The Technical Envelope / Packages of Online Submitted Bids shall be opened/downloaded by the opening committee on due date and time of Bid opening at the office of ED (Procurement), Maharashtra Metro Rail Corporation Ltd., Metro Bhawan, VIP Road, Near Diskhabhoomi, Nagpur-440 010 in presence of the Bidders who choose to attend. No minimum number of bids is required in order to proceed to bid opening.
- 3.20.2. Bid Security will be checked and details will be read out for the information of representative of Bidders, present at the time of opening of Bid. Technical Envelope/ Package of those Bidders who have not submitted Bid Security shall not be opened. Bid which is accompanied by an unacceptable or fraudulent Bid Security shall be considered as non – compliant and rejected.
- 3.20.3. After evaluation of Technical Bid received electronically via E-Tender portal of Maha-Metro, the Financial/ Commercial Package/ Envelope of bid of technically Selected Bidder only shall be opened. The date & time of opening of Financial Bid shall be communicated to Technically Selected Bidder electronically (E-mail).
- 3.20.4. Bids for which a notice of withdrawal has been submitted in accordance with the Bid Document shall not be opened.
- 3.20.5. Maha-Metro will subsequently examine and evaluate Bids in accordance with the provisions set out in the Bid Document.
- 3.20.6. Bidders are advised that qualification of Bidders will be entirely at the discretion of Maha- Metro. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.20.7. Any information contained in the Bid shall not in any way be construed as binding on Maha- Metro, its agents, successors or assigns, but shall be binding against the Bidder if this Project is subsequently awarded to it on the basis of such information.
- 3.20.8. Maha-Metro reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.20.9. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, Maha-Metro may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.
- 3.20.10. In the event if any Bidder claims credit for any Project, and such claim is determined by Maha- Metro as incorrect or erroneous, Maha-Metro shall reject such claim and exclude the same from computation of the Experience of the Bidder. Where any information is found to be patently false or amounting to a material representation, Maha-Metro reserves the right to reject the Bid in accordance with the provisions of the Bid Document.
- 3.20.11. To facilitate evaluation of Bids, Maha-Metro may, at its sole discretion, seek

clarifications in writing from any Bidder regarding its Bid.

3.21. Tests of responsiveness

- 3.21.1. Prior to evaluation of the Eligibility Proposals, Maha-Metro shall determine whether each Eligibility Proposal is responsive to the requirements of the Bid Document. An Eligibility Proposal shall be considered responsive only if:
- a. it is received as per prescribed formats;
 - b. it is received by the Bid Due Date including any extension thereof;
 - c. it is signed, sealed, and marked as stipulated;
 - d. it is accompanied by relevant Power of Attorney(ies) as specified in Bid Document,
 - e. it contains all the information and documents (complete in all respects) as requested in this Bid Document;
 - f. it contains certificates from its statutory auditors in the formats specified for each Eligible Project;
 - g. it is accompanied by the full amount of Bid Security and in specified format;
 - h. it is accompanied by the full amount of Bid Document Fee or receipt/proof of payment in respect thereof;
 - i. it does not contain any condition or qualification; and
- 3.21.2. Similarly, prior to evaluation of Financial Bids, Maha-Metro shall determine whether each Financial Bid is responsive to the requirements of this Bid Document. A Financial Bid shall be considered responsive only if:
- a. it is received as per the format at Bid Form-XII;
 - b. it does not contain any condition or qualification.
- 3.21.3. Maha-Metro reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Maha-Metro in respect of such Bid. The decision of Maha-Metro on the responsiveness of the Bid shall be final, conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever.
- 3.21.4. To facilitate checking the responsiveness and evaluation of Bids, Maha-Metro may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by Maha-Metro for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, Maha-Metro may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.
- 3.21.5. No Bidder shall have the right to give any clarification unless asked for by Maha-Metro or to request either Maha-Metro and/or MOR and/or any ministry or department, authority or body whether statutory or non-statutory of the Government that may be concerned or connected, in any manner whatsoever, with the Bidding Process, to intervene in, any manner whatsoever, in the Bidding Process.

3.22. Contacts during Bid Evaluation

- 3.22.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time Maha-Metro makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other

interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, Maha-Metro and/or their employees/representatives on matters related to the Bids under consideration.

3.23. Bidding process

- 3.23.1. Maha-Metro has adopted a single stage two steps process (referred to as the "Bidding Process") for selection of a suitable highest bidder to grant Licensing Rights for the spare optical fibers and required space in Reach – 1 and Reach – 3 Metro Stations of Nagpur Metro Rail project. The various available spares optical fibers and space in the stations are delineated in Annexure-1. All Bidders shall submit two packets bid viz Technical Bid and Financial Bid (the "Bid") against this RFP in a single step only.
- 3.23.2. The first step (the "Qualification Step") of the process involves qualification (the "Qualification") of interested parties based on the Technical Bid submitted by the Bidders in accordance with the provisions of RFP.
- 3.23.3. At the end of the Qualification Step, Maha-Metro expects to announce short-listed qualified bidders (the "Qualified Bidders").
- 3.23.4. The Qualified Bidders will be eligible for participation in the second step of Bidding Process (the "Bid Step"). In the Bid Step, Financial Bids of only Qualified Bidders shall be opened and evaluated for identification of the Selected Bidder.
- 3.23.5. In the event of two or more Bidders quote the same License Fees per pair per km per month, for the metro stations (the "Tie Bidders"), Maha-Metro shall identify the Selected Bidder based on the turnover of the Bidder. The Bidder whose Turnover is more shall be termed as Highest Bidder.
- 3.23.6. In this RFP, the term "Highest Bidder" shall mean the Bidder quoting the 'highest License Fees per pair per km per month' as payable to Maha-Metro. The Bidder quoting the Highest License Fees (applicable for Base Year), to be paid to Maha-Metro for that section shall be declared as highest bidder.
- 3.23.7. Generally, the Selected Bidder shall be the Highest Bidder. The remaining Bidders shall be awarded with the remaining optical fibers and spaces after the highest bidder at the rate quoted by the highest bidder if agreed by the remaining bidder with an order of preference of the higher quoting amount. In the event if the bid submitted by highest bidder is withdrawn or is not selected for any reason, the remaining bidders may be invited to match the Bid submitted by the Highest Bidder.
- 3.23.8. In the event if none of the other Bidders match the Bid of the highest bidder, Maha-Metro may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

3.24. Communication of Award & Signing of License Agreement

- 3.24.1. After the selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Maha-Metro to the Selected Bidder. Within 10 (ten) days of the receipt of LOA, the Selected Bidder shall sign and return to Maha-Metro the duplicate copy of the LOA as acceptance and acknowledgement of the same.
- 3.24.2. In the event, the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Maha-Metro may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by Maha-Metro on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.24.3. The LOA will constitute the contract between the Selected Bidder and Maha-Metro for fulfilling the requirements specified in the LOA by the Selected Bidder prior to execution of the License Agreement. Notwithstanding anything contained in the LOA and the Bidding Documents, the rights of the Selected Bidder/Licensee as specified in License

Agreement shall not become effective until the License Agreement has been executed by the Licensee and Maha-Metro and conditions precedent, if any, has been fulfilled by Selected Bidder / Licensee.

- 3.24.4. The Selected Bidder shall execute the License Agreement within 30 (Thirty) days of issue of LOA.

3.25. Fraud and Corrupt Practices

- 3.25.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, Maha-Metro shall reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Maha-Metro shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Maha-Metro towards, inter alia, time, cost and effort of Maha-Metro, without prejudice to any other right or remedy that may be available to Maha-Metro hereunder or otherwise.
- 3.25.2. Without prejudice to the rights of Maha-Metro under clause 3.25.1 hereinabove and the rights and remedies which Maha-Metro may have under the LOA or the License Agreement or otherwise, if a Bidder or Licensee, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee shall not be eligible to participate in any tender or RFP issued by Maha-Metro during a period of 2 (two) years from the date such Bidder or Licensee, as the case may be, is found by Maha-Metro to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 3.25.3. For the purposes of this Clause 3.25, the following terms shall have the meaning hereinafter respectively assigned to them:
- 3.25.4. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Maha-Metro who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Maha-Metro, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Processor after the issue of the LOA or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the License Agreement, who at any

time has been or is a legal, financial or technical adviser of Maha-Metro in relation to any matter concerning the Project;

- a. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- b. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- c. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Maha-Metro with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- d. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

3.26. Miscellaneous:

- 3.26.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nagpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 3.26.2. Maha-Metro, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to Maha-Metro by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 3.26.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases Maha-Metro, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 3.26.4. The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Bid Document, in the event of any conflict between them the priority shall be in the following order:
 - a. License Agreement
 - b. the Letter of Acceptance,
 - c. All corrigendum issued if any
 - d. Conditions of Bid document

- e. Annexure & Addendum
 - f. Drawings, if any
 - g. Enclosures and any other documents forming part of the Contract.
- 3.26.5. If a Bidder finds discrepancies in or omissions in any of the Bid Forms or if it is in doubt as to their meaning, it should at once notify Maha-Metro on or before the date specified by Maha- Metro for pre-bid queries, which may send written instructions to all Bidders. It shall be understood that every endeavor shall be made to avoid any error which can materially affect the basis of the Bid and the Selected Bidder shall take upon itself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on the Employer.

4. Eligibility of Bidders

4.1. For determining the eligibility of Bidders for their qualification here, the following shall apply:

- 4.1.1. The Bidder must have an Access Service License / IP Registration Certificate issued from the Department of Telecommunication or any other duly government authorized agencies or a telemarketer/OSP (other service providers) providing services through authorized telecom service provider, failing which the offer of such Bidder shall be considered technically invalid and shall not be considered at all. The Bidder shall be required to submit the declaration for the purpose of regulatory compliances as per format given as Bid Form – IX along with supportive documents.
- 4.1.2. The Bidder shall be required to have the following average annual turnover in the last 3 (three) financial years i.e. 2020-21, 2021-22 and 2022-23

Average Annual Turnover in the last 3 Financial Years- Rs. 2.5 Crores

Note:

- i. The Turnover Certificate shall be duly certified by statutory auditor/Chartered Accountant.
 - ii. The bidders shall upload the audited/certified financial statements including Balance sheet and Profit and Loss Account for the above mentioned last three financial years, as applicable and stated above
 - iii. While calculating the updated value of turnover, escalation of 5% per annum shall be considered in India. In case of a JV/ Consortium, the eligibility of all substantial members of JV/ Consortium would be considered, in proportion of their share/ participation in the JV/ consortium and the lead member shall have Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years more than 26% of required Minimum Cumulative Gross Turnover in immediately preceding 3 completed financial years for the respective bidding schedule(s).
- 4.1.3. The bidder for qualification and selection shall be a single entity or a group of entities (the "Consortium"), joining together to perform the "Scope of services" as listed in this tender document and License Agreement.

For the purpose of this tender, an Entity shall mean-

- a. Sole Proprietorship Firm.
- b. Registered Partnership Firm.

- c. Company Registered under Companies Act in India.
 - d. Limited Liability Partnership.
 - e. OR any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.
- 4.1.4. If a Bid is submitted by a JV/Consortium, following shall be abided by all its members:
- a. There can be a maximum 3 (three) members in a consortium. The member of one consortium shall not be a member of other consortium those are submitting the bids.
 - b. The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
 - c. Any change in percentage stake of JV/Consortium members without prior written approval of Maha-Metro shall be treated as Material Breach of Contract and Licensee's Event of Default entitling Maha-Metro to encash Security Deposit/Performance Security and/or to terminate the License Agreement after 30 days of notice.
 - d. Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
 - e. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
 - f. All members of such entity shall be jointly and severally liable for the performance of License agreement.
 - g. For the purpose of evaluation of the consortium/JV each member contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium of JV.
- Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 65% equity holding in JV and 'B' is having 35% equity holding in JV. In such a condition, 65% of A's turnover and 35% of B's turnover will be taken for the calculation of eligibility of the JV.
- 4.1.5. Maha-Metro/ any other Metro Organization (100% owned by govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Telecommunications, applicable for all Ministries must not have banned/debarred business with the tenderer (including any member in case of JV/consortium) or with/of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per clause 4.1 as on the date of tender submission. The bidder should submit undertaking to this effect in Bid Form - VII : Affidavit of the tender document.
- 4.1.6. In case, at a subsequent date, the Selected Bidder/licensee is found to have been banned for business as given above, Maha-Metro shall be at liberty to and have full rights to cancel the allotment of license for SPARE OPTICAL FIBER CABLE (OFC) metro stations of Nagpur Metro Rail project and forfeit the Interest Free Security Deposit after adjusting any dues payable by the Selected Bidder/licensee. The bidder should submit undertaking for the above as per Bid Form - VII : Affidavit.
- 4.1.7. A Bidder should, in the last 3 (three) years, have neither failed to perform on any

contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. The bidder should submit undertaking for the above as per Bid Form - VII : Affidavit.

4.1.8. The Bidder must not have been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law. The bidder should submit undertaking for the above as per Bid Form - VII : Affidavit.

4.1.9. Conflict of Interest: The bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have a conflict of interest shall be disqualified. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Procedure, if:

- a. The Bidder, its Member or Associate (or any constituent thereof), and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate, is less than 10% (ten percent) of the subscribed share capital of such bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 10% (ten percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Sub-section (72) of section 2 of the companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned, under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information

about, or to influence the Bid of either or each other; or

- f. such Bidder or any Associate thereof has participated as a consultant to Maha-Metro in the preparation of any documents, design or technical specifications of the Project.
- g. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of Maha-Metro in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the handover of first pair of optical fiber spares.

4.2. Eligibility Documents to be submitted along with technical bid

The Bidders shall along with its Eligibility Proposal enclose the following -

- 4.2.1. Various Bid Forms (Bid Forms I to XI) prescribed in this Bid Document.
- 4.2.2. Technical Eligibility: Declaration for the purpose of regulatory compliances as per format given as Bid Form – IX along with supportive documents specifying Access Service License / IP Registration Certificate issued from Department of Telecommunication or any other duly government authorized agencies or a telemarketer/OSP (other service provider) providing services through authorized telecom service provider.
- 4.2.3. Financial Eligibility: certificate(s) from its statutory auditors/Chartered Accountant specifying (i) Annual Turnover for the last 3 (three) financial years immediately preceding the Bid Due Date.
- 4.2.4. Power of Attorney as per the format at Bid Form-IV & V (whichever is applicable), authorizing the signatory of the Bidder to submit the Bid. (not required in case of Sole Proprietorship Firm).
- 4.2.5. Consortium Agreement/MOA, Affidavit, Undertaking for downloaded tender documents, Undertaking of responsibility etc.
- 4.2.6. In case of JV/Consortium, the audited financial statements of each relevant member of Consortium for the last 3 financial years shall be submitted.
- 4.2.7. An undertaking stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.
- 4.2.8. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the financial statements for 3 (three) years immediately preceding the year for which the financial statements are not being provided.

5. Charging of Quarterly Fee & Schedule of Various Stages:

5.1. Charging of 'Quarterly Fee' including License Fee for OFC, Space Rent & Other charges:

- 5.1.1. The minimum rate for licensing of spare optical fiber is mentioned in the below table.

The Bidder shall quote the quantity of optical fiber required in terms of kilometers & rate for licensing of spare optical fiber in terms of per pair per km per month in the Financial Bid.

5.1.2. Remaining rates viz. space rent, maintenance charges, cable tray charges, power charges, one time supervision charges etc. shall be kept fixed as per the below table and bidder has to quote quantities corresponding to them in the Financial Bid.

5.1.3. The 'Quarterly Fee' to be paid by the Contractor shall include SN 1 to 7 of table below:

SN	Item	Rates mentioned by Maha-Metro in Tender Document (exclusive of taxes)	Rates/Quantity Quoted by Bidder
1	License Fee for OFC	INR 2,625/- Per Pair Per Km Per Month (Minimum)	Bidder has to quote no of pairs (maximum 17 pairs) & no of KMs (maximum 38Kms covering N-S &E-W corridor) of fiber required. Bidder has to quote a License Fee more than or equal to INR 2625/- Per Pair Per Km Per Month.
2	Space Rent for Vertical Space	INR 7,875/- Per Sq. Mt. Per Month	(Rate is fixed)- Bidder has to quote 'Area in Sq Mtr' required
3	Space Rent for Rack Space	INR 262.5/- Per Rack Unit of Rack Space Per Month	Rate is fixed)- Bidder has to quote 'No. of Rack units' required. Maximum of 42 Rack units/station can be made available by Maha-Metro.
4	Maintenance Charges	INR 3,150/- Per Station Per Month	(Rate is fixed)- Bidder has to quote 'No. of Stations' required
5	Cable Tray Charges	INR 1,575/- Per Station Per Month	(Rate is fixed)- Bidder has to quote 'No. of Stations' required
6	Usage Charges of Power	As per applicable rates in SOP of Maha-Metro, (approximately INR 7500/kW/Month for 1st year) for 24x7 power supply and subsequent revisions depending on electricity tariff changes made by MERC/MSEDL as applicable to Maha-Metro.	(Rate is fixed)- Bidder has to quote quantity of Power Required.
7	Back Up Power	If opted for, subject to availability on first come first serve basis. As per applicable rates in SOP of Maha-Metro, (approximately INR 7500/kW/Month for 1st year) for 24x7 power supply and subsequent revisions depending on electricity tariff changes made by MERC/MSEDL as applicable to Maha-Metro.	(Rate is fixed)- Bidder has to quote quantity of Power Required.
8	One- Time Supervision Charges	INR 20,000/- Per Station	(Rate is fixed)- Bidder has to quote 'No. of Stations' required

Note:

- a. All the costs mentioned in above table are exclusive of taxes. Applicable taxes as per statutory norms shall be paid by the contractor additionally.
- b. 'One-time Supervision Charges' shall be payable only once along with the 1st Quarter Fee, within 30 days of issuance of LOA.
- c. License fee for OFC, Space Rent for Vertical Space & Rack Space, Maintenance charges and Cable Tray charges shall be increased annually by 5% (five) on compounding basis, after completion of 1st year of the License Period.
- d. Duration of License Period shall be 03 years and the license period is further extendable as per existing terms and conditions up to 03 more years.
- e. One 42U Rack is already installed in all stations of Nagpur Metro Rail Project which may be used by the successful bidder after the execution of contract agreement and rent per rack unit space shall be charged as mentioned above.
- f. The 'Quarterly Fees' (Total of SN 1 to 7 in table above) shall be payable according to actual quantity of facilities (fiber, space, cable tray, power charges, maintenance charges etc) availed by the contractor.
- g. The above offered quantities are tentative and are as per present availability. Contractor may avail lesser or additional facilities beyond the above, if desired, subject to availability with Maha-Metro.

5.2. The Schedule of Various Stages is as under:

SN	Stage of Activity	Time Period
1	Acceptance of LOA by Licensee	Within <u>10 days of issuance of LOA</u> by Maha-Metro.
2	Submission of Installation Commissioning Plan	Within <u>15 days of issuance of LOA</u> by Maha-Metro.
3	Payment of 1 st Quarter Fee & One Time supervision charges	The 1st Quarter Fee & 'One Time Supervision Charges' calculated according to the quantity of facilities quoted by Bidder in Financial Bid, shall be paid by the Licensee <u>within 30 days of issuance of LOA</u> by Maha-Metro. These amounts shall be <u>adjusted</u> in later payment stages according to the actual quantity of facilities availed by the Contractor.
4	Deposition of Interest Free Security Deposit to MAHA-METRO	An amount equivalent to 'Quarterly Fee' for 1 (one) quarter (which includes License Fee for OFC, Space rent, maintenance charges, cable tray charges & power charges), calculated according to the quantity of facilities quoted by Bidder in Financial Bid, shall be deposited by the Licensee, <u>within 30 days of issuance of LOA</u> , in the form of Bank Guarantee/Demand Draft/Insurance Surety Bond drawn in favor of, or FDR pledged in favor of, Maharashtra Metro Rail Corporation Limited, payable at Nagpur from a Scheduled Commercial Bank based in India, Interest Free Security Deposit shall not be readjusted as per variation in length/area handed over.
5	Execution of License Agreement	The Selected Bidder shall execute the License Agreement, based on Draft License Agreement annexed at Volume - II of the Tender Document, <u>within 45 (Forty Five) days of issue of LOA</u> , after fulfilling following conditions:

SN	Stage of Activity	Time Period
		“Acceptance of LoA, Payment of 1st Quarter Fee & One Time supervision charges, Deposition of Interest Free Security Deposit and any other condition precedent for signing of License Agreement”
6	Handing over of Spare Fibers & Space	Within <u>10 days of signing of License Agreement.</u>
7	Fitment Period	Licensee would be permitted a rent-free fitment period of 30 days from the date of handing over of Spare fibers & space.
8	Payment & Commencement & of License Fee	<p>The 1st Quarter Fee shall be paid within 30 days of issuance of LOA. Thereafter, the Quarterly fee shall be paid by the last working day of the previous running quarter.</p> <p><u>The License fee shall commence</u> immediately after expiry of the fitment period of 30 days and shall be charged until the expiry of License Period or termination/completion of Contract. If the bidder is able to finish all the works in all aspects, the license fee shall be applicable from the date of commissioning of equipment though the date is within the fitment period date.</p> <p>License fee for OFC, Space Rent for Vertical Space & Rack Space, Maintenance charges and Cable Tray charges shall be increased annually by 5% (five) on compounding basis, after completion of one year of the License Period.</p> <p>Delay in payment of License fee shall attract interest @ 15% per annum on outstanding balance on due date.</p>
9	License Period	<p>The tenure of License Period shall be <u>3 Years from ‘Commencement of License Fee’ of the first pair of fibers.</u></p> <p>License period can be extended for further 3 years on mutually agreed terms and conditions. MAHA-METRO reserves the sole right, not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non- extension of license by the MAHA-METRO.</p>
10	Tenure of License Agreement	License agreement shall commence from the date of handing over of first pair of optical fiber. The tenure of License Agreement shall end after expiry of License Period.
11	Refund of Bid Security of Selected Bidder	The Bid Security of Selected Bidder shall be retained by Maha-Metro till the deposition of Security Deposit and signing of the License Agreement. The Selected Bidder's Bid Security will be returned, without any interest, upon submission of Security Deposit and signing of the License Agreement in accordance with the provisions thereof.

5.3. Execution of License Agreement

5.3.1. The Selected Bidder shall execute the License Agreement, based on Draft License Agreement annexed at Volume – II of Tender Document, within 30 (Thirty) days of issue of LOA, after fulfilling following conditions:

- a. Acceptance of Letter of Award issued by Maha-Metro, within 10 (ten) days of its

issuance by signing and returning its duplicate copy to Maha-Metro;

- b. Payment of 1st Quarter Fee & One Time supervision charges,
- c. Deposition of Security Deposit.

and any other condition precedent for signing of License Agreement.

- 5.3.2. The License Agreement, in terms of this Bid Document, shall be executed in single copy. The 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 for further reference. The License Agreement is required to be executed by the Bidder as per specimen specified in Volume - II of this Bid Document.
- 5.3.3. The stamp duty and registration fees for the License Agreement, if required under Applicable Laws, shall be borne and paid by the Licensee.
- 5.3.4. In case of delay in signing the License Agreement either on account of delay in fulfilling the above conditions within the specified time limit or otherwise, Maha-Metro may extend the period specified above, for a maximum period cumulatively not exceeding 90 (Ninety) days from the LOA.
- 5.3.5. Failure to fulfil any of the conditions specified hereinabove shall constitute a breach of the contract submitted by the Bidder in which case the full value of the Bid Security shall stand forfeited without prejudice to any other rights or remedies & the LOA shall be treated as cancelled.
- 5.3.6. In the event the Selected Bidder refuses to execute the License Agreement as hereinabove provided, Maha-Metro may at its sole discretion, conclude that such Bidder has abandoned the contract and thereupon its Bid, LOA and acceptance thereof shall be treated as cancelled and Maha-Metro shall be entitled to forfeit the full amount of the Bid Security and/or Security Deposit or any other payments made by the Licensee, as damages for such default.

5.4. Handing over of spare fiber/ space(s)

- 5.4.1. The stipulated Spare Fibers on the route/section of fiber shall be handed over to the Licensee within 10 days of signing of License Agreement.
- 5.4.2. If the Licensee fails to take over the stipulated spare fiber within specified period, the stipulated spare fibers shall be deemed to be handed over to licensee on 10th day from signing of signing of License Agreement.
- 5.4.3. The Selected Bidder shall not be eligible to claim any compensation on account of any delay in handing over of respective fibers/space to him under any circumstances.
- 5.4.4. At the time of termination/natural completion of license, the Selected Bidder shall restore the said spare fibers/ space(s) as per the directions of Maha-Metro/original condition.

5.5. Fitment period

For carrying out the cable laying, installation works etc., Selected Bidder would be permitted a rent-free fitment period of 30 days from the date of handing over of the spare fibres/space. The Selected Bidder shall have to complete in all respects the development of the tendered spares along with the allotted space(s), within the period of 30 days from the date of 'handing over' of the space by Maha-Metro, as license fee would be applicable after expiry of 30 days rent free fitment period. If the bidder is able to finish all the works in all aspects and ready for commissioning of the services within this fitment period, the license fee shall be applicable from the date of commissioning of equipment though the date is within the fitment period date.

6. Objectives & Scope of Work

6.1. Objectives

- 6.1.1. To augment non-operational revenue of Maha-Metro through licensing of spare fibers.
- 6.1.2. Position Maha-Metro as a most sought-after location for licensing of spare fibers.
- 6.1.3. Provide value to the Telecom Industry who leases the fibers in Maha-Metro.
- 6.1.4. To promote Maha-Metro as the best Infrastructure Provider (IP-1) to Contribute to the Telecommunication Network of Nagpur.

6.2. Scope of Work:

- 6.2.1. Licensee shall be responsible for the following activities: -
 - a. The Licensee shall provide the technical proposal as per their requirement, subsequent to the prior approval of Maha-Metro, as stipulated.
 - b. Preparation of a fiber plan for each spare optical fiber which must clearly earmark exact locations and type of service planned for each optical fiber and other relevant details. Maha-Metro shall consider the plan with respect to Aesthetics, Operational Feasibility, Safety and Security concerns. If the part of plan is not approved by Maha-Metro, Licensee is required to submit revised plan for approval. All future modifications/ revisions to approved plan shall be got approved by Maha-Metro.
 - c. Appoint an architect to interact with nodal representative of MAHA-METRO to bring clarity in understanding of fibers, to coordinate and implement decisions taken.
 - d. Operate, manage and maintain the entire Optical Fiber and plans.
 - e. Management and use of Optical Fiber including providing adequate professionally trained manpower.
 - f. Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
 - g. Comply with all statutory requirements in connection with License Agreement.
 - h. Ensure regular and timely payments of all amounts due to MAHA-METRO and discharge all obligations as per License Agreement.
 - i. Payment of all statutory taxes, local levies, statutory dues, etc. as and when due at its own cost.
- 6.2.2. Approval of Plans:
 - a. Selected Bidder shall indicate the locations of which their equipment is being installed including their Equipment Layout plans, electrical and cable routing plans, the type of services they are providing using these locations and submit all the plans of proposed design for Maha-Metro's approval within 20 days after payment of all dues as per LOA for utilization of space, giving full compliance to Technical Parameters or any other prevailing applicable telecom/IT policy. Maha-Metro reserves the right to reject any or all of the said submissions without assigning any reasons whatsoever. Maha-Metro has the right to indicate alternate locations. Maha-Metro also has the right to ask the licensee to re submit location plan, wiring & routing plans etc, for those locations, which are not approved by Maha-Metro. The Selected Bidder hereby agrees to comply with the directives of Maha-Metro regarding alternative sites/ locations and designs as may be

specified by Maha-Metro. The Selected Bidder hereby agrees voluntarily and unequivocally not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- b. Selected Bidder shall submit the certificate regarding the proper use of the site and spare fibers including the safety of Telecom Network of Maha-Metro from agency/firm approved by Maha-Metro along with detailed drawings for obtaining approval of installing panels at all locations.
 - c. However, if the Selected Bidder wants to license additional fibers/area beyond the quoted details in the bid document, he may be permitted to do so after submission of proposal/drawings and approval thereto by Maha-Metro subject to the availability and feasibility of the fibers/area in that particular location.
- 6.2.3. MAHA-METRO reserves its right to withdraw any Optical Fiber listed in Annexure "1" and inventories at any stage of the tenure of Agreement. However, MAHA-METRO shall exercise the option of withdrawal/transfer of Optical Fibre(s) sparingly and after due consultation with the Licensee. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall surrender/vacate the Fiber(s)/premises of such Section/station(s) within a period of 60 days from such intimation.
- 6.2.4. 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.
- 6.2.5. Minimum Material Specifications:
- Licensee shall use all the equipment/cables/converters conforming to international standards of high-quality advertising comparable to Airports and Metro of leading nations/ cities. The equipment/cables/converters used by Licensee conforming to the following minimum specifications or its equivalent:
- a. All the External/Internal cables of Fire-Retardant Low Smoke type (FRLS) for Elevated & (FRLSZH) for U/G as specified in Electrical Procedure Order.
 - b. All the protocols that shall use in the network shall be approved IEEE/ ITU-T standards.
- 6.2.6. All the Spare Fibers as mentioned in the "Annexure –1" are tentative and are subject to change.. MAHA-METRO may also provide space for placement of equipment's, power supply etc. as per demand of the Licensee and availability & feasibility of space at station as per charges mentioned in tender document.
- 6.2.7. Under no circumstances, shall the allotted spaces or facilities constructed to lay the cables or install the equipment space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favor of any person, including the Lenders/ Financial Institution (s)/ Banks etc.
- 6.2.8. The Selected Bidder shall at all times adhere to all provisions of the Metro Railway (Operation and Maintenance) Act, 2002 and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.
- 6.2.9. Operation and Maintenance: -

- a. 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.
- b. The offered spare optical fibers along with the required spaces will vest with the licensee only. Any person's/end users wishing to rent in the above-mentioned spares and space will have to deal directly with the licensee and Maha-Metro will have no dealing in this regard. At no time subletting of leasing of spare optical fibers and space in the stations to other telecom/ service provider agencies/outdoor agencies, etc. would be permissible under this agreement.
- c. All the offered spare optical fibers along with the required spaces shall belong exclusively to Maha-Metro at all times. No permanent interests or lien of whatever nature is allowed to be created on the offered spare optical fibers along with the required spaces wherein the equipment is installed and commissioned.
- d. The Licensee will not ask for any claim or seek any compensation from Maha-Metro if he/she is unable to use the allotted fibers due to court order/local laws/civil authorities. The maintenance of all allotted fibers, the equipment installed in the station premises and the space handed over will be borne solely by the licensee. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all space/racks will be done as per directions and standards specified by the authorized representative of Maha-Metro.
- e. The licensee agrees to pay and will continue to pay the license fees and all dues, even if any or all the fibers are not functional or has/have been dismantled for repair or upkeep etc. The Licensee agrees that in the event of such dysfunction of the fibers, the licensor will not be liable to pay any compensation to the licensee.
- f. The licensee will have to maintain all the premises viz. Technical Rooms, Cable Trays in proper clean condition for the currency of the contract. All the cables used in the premises of Maha-Metro should be of fire-retardant low smoke/zero halogen material and of international standards. The Licensee must submit the cable samples for Maha-Metro's approval to the office of the Chief Project Manager/Telecom, IT & AFC before using the same. Maha-Metro reserves the right not to give such permission.
- g. The Licensee fully understands and comprehend that all the spare fibers, cable trays and allotted space used by him/her/them will become the sole property of Maha-Metro at the end of the license period.
- h. All terms and conditions indicated in this agreement will also be applicable for the additional optical fibers and space offered and accepted by the licensee.
- i. Licensee shall keep and maintain the allotted fibers and space, etc, in safe and sound manner during all the time of contract period. Any violation to the standard practices of up keeping the fibers and space should be corrected immediately with the proper practices after due approval from Maha-Metro to ensure safety of Maha-Metro rail.

- j. Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of Maha-Metro's electrical inspectors/ authorized representative shall be complied by the licensee at its own cost.
- k. In case of breach caused to safety due to negligence of the Licensee resulting into hamper the cyber security to Maha- Metro's Network/ Maha-Metro's property, Licensee shall compensate the loss (es), without prejudice to other actions under this Agreement at the sole discretion of Maha-Metro, including termination of Agreement.
- l. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, IT Security officer or their authorized representatives from time to time.
- m. Licensee and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of metro operations, passenger safety, safety of metro properties and its assets.
- n. The Licensee shall comply with the laws of IT and Telecom including Court judgments/ court orders/DoT/ TRAI and Nagpur Fire Service guidelines and/or other government regulatory bodies, regulating the fiber leasing and Maha-Metro can't be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

Note: The option to impose fine, penalty, etc. under this License Agreement shall be exercised by Maha- Metro official not below the rank of AGM (Additional General Manager). All the Penalties mentioned in this agreement shall be doubled after completion of 03 years of license period. Further, any physical/asset damage of Maha-Metro assets will be calculated separately and the penalty shall be imposed at the rate of 1.5 of times of the cost of the damage.

(On the Letter Head of the Bidder)

BID FORM - I : COVERING LETTER FOR THE BID

Bid Document No.:

Dated:

To,

**The ED/Procurement
Maharashtra Metro Rail
Corporation Limited (Nagpur
Metro Rail Project)**

Metro Bhawan, VIP Road,
Near Dikshabhoomi, Nagpur – 440 010.

Sub: Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network”.

Dear Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network. The Bid is unconditional and unqualified. The OFC spares and space shall be made available at following Metro Stations of Nagpur Metro Rail Project.

SN	Location/Station Name		Approx. Distance in Km	Maximum Spares available at metro station (in pairs)	Bid Submitted For OFC Pairs
	From	To			
				17	
				17	
				17	

Reach	Station Name	Vertical Space Required (Sqmt)	Rack Space Required (in Rack units)	Cable Tray Requirement	Approx backup Power Reqd (kVA)
TOTALStationsSq MtrRack Units	Cable tray at ... stationskVA

1. I/ We acknowledge that Maha-Metro shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to Maha-Metro any additional information it may find necessary or require supplementing or authenticate the Bid.
3. I/ We acknowledge the right of Maha-Metro to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by Maha-Metro; and
 - (b) I/ We do not have any conflict of interest in accordance with provisions of the Tender document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the tender document, in respect of any Bid or tender document issued by or any agreement entered into with Maha-Metro; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by me/us along with the Application in response to the Tender for the above subject were true and correct as on the date of making the Bid Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/ We understand that Maha-Metro may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the Tender document.
6. I/ We acknowledge and undertake that I/We fulfil the Technical Requirements. I/We have enclosed necessary documents in support of the Technical Requirements in the manner prescribed in Bid.
7. I/We undertake to give full compliance to Technical Parameters of DoT, TRAI and other statutory authorities.
8. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Maha-Metro in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned subject License Agreement and the terms and implementation thereof.
9. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
10. I/ We have studied all the Bidding Documents carefully and also surveyed the Maha-Metro Space. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Maha- Metro or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.

11. I/ We offer due Bid Security to Maha-Metro in accordance with the Tender Document. The documents accompanying the Bid, as specified in Tender Document, have been submitted. The Bid Security is provided.
12. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
13. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
14. I/We shall be charged License fee and other dues as specified in Draft License Agreement. I/We shall pay the Quarterly license fee and other dues quoted for all licensed fibres/sites through bidding process out of Spare Fibres. The cost of construction/fabrication and installation shall be borne solely by us/me. I/We shall also do the maintenance of all so fabricated and installed by me/us. I/We shall also maintain free of any encroachments as per directives of Maha-Metro and keep the space neat and clean as per the requirements/ directives of Maha-Metro. I/we understand that all electrical installations including wiring, meters etc. shall also become the sole property of Maha-Metro at the end of the license period or upon premature termination of agreement.
15. Financial Application Statement- I/We shall also pay License fee, electricity consumption charges, Other Maintenance Charges, Cable Tray charges, all statutory taxes, etc. as mentioned in General Draft License Agreement. I/We shall also pay the taxes as applicable from time to time. I/we shall submit the interest free security deposit along with the first advance Quarterly license fee within 30 days of issuance of LOA and take possession of the licensed fibres/premises, in accordance with LOA. The License fee for OFC & space rent, Other Maintenance Charges and Cable Tray charges shall be increased by 5% after completion of every one year from the date of commencement of License fee on a compounding basis.
16. I/We have paid Earnest Money Deposit through e-payment by RTGS/NEFT/Credit Card/Bank Guarantee as per procedure given in e-tender portal, bearing ref. No.....dated.....for Rs._____ only. Rupees _____only (in words) towards Earnest Money Deposit.
17. I/We have paid the cost of Tender Document by Debit Card/Credit Card/ Net Banking as described on E-Tender Portal, bearing ref. No.....dated.....for Rs._____ only. Rupees _____only (in words), towards non-refundable cost of document.
18. Payment of stamp duty on License Agreement, if any, to be executed in pursuance of this Bid shall be borne by me/us.
19. I/We agree voluntarily and unequivocally not to seek any compensation, damages, claims or any other consideration from Maha-Metro if Spare Fibre of any Spare Fibre as mentioned in Annexure – “1” / Inventories are not permitted due to court order/judgement/local laws/civil authorities. The cost of installation and their continued maintenance shall be borne solely by us. I / We shall not tap or draw electricity from any unauthorized source within Maha-Metro’s jurisdiction.
20. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
21. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
22. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the Tender.
23. I / We declare that the submitted Bid’s are same as available on Maha-Metro’s website. I / We have not made any modification / corrections / additions etc. in the Bid. I /

We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the Bids. In case at any stage, it is found that there is any difference in the downloaded Bids from the original Bids available at Maha-Metro's website, Maha-Metro shall have the absolute right to reject my/ our Bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof I/ We submit this Bid under and in accordance with the terms of the Bid Document.

Yours faithfully

Date:.....
signatory) Place:.....

(Signature of the Authorised
(Name and designation of the Authorized
signatory) (Name and Seal of Bidder)

Note: -

- All blank spaces in the Bid Forms of this Bid Document shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder. Any information which is not applicable for the bidder may be omitted or modified as necessary to reflect Bidder-specific particulars.
- Strike out whichever is not applicable, if the Bidder is not an individual, as the case may be.

Enclosed: -

1. Checklist of documents submitted by me/us
2. Scanned copy of Bid Security
3. Other documents as per the prescribed formats

**BID FORM - II: Details of
Bidder (To be filled by
Bidder)**

Bid Document No.:

Dated:

Sub: Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network”.

1. Details:
 - a. Full Name of Bidder (in block letters):
 - b. Constitution of Bidder:
 - c. Country of incorporation/ registration/ nationality (whichever is applicable):
 - d. Address of the corporate headquarters and its branch office(s), if any, in India
 - e. Date of incorporation and/ or commencement of business/ date of registration/date of birth:
 - f. Registration Number:
 - g. PAN/TAN Number:
 - h. GST Registration Number:

2. Brief description of the Company/ Firm including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for Maha-Metro:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) Mobile Number:
 - (g) E-Mail Address:

4. In case of Consortium:
 - (a) The information above (1, 2 & 3) should be provided for all the members of the consortium.
 - (b) Information regarding the role of each member should be provided:

S/N	Name of Consortium Member.	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e., whether Lead Member/Member)
1			
2			
3			

5. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Telephone Number:
- (e) Mobile Number:
- (f) E-mail Address:

(Signature of the Authorised
Signatory) (Name and designation of the
Authorised Signatory)
(Name of the Bidder/Lead Member)

BID FORM - III: Eligibility of the Bidder

Bid Document No.:

Dated:

Sub: Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network”

(In Rs.)

Name of Bidder	Turnover of Bidder		
	Year (2022-23)	Year (2021-20)	Year (2020-19)
Bidder/Lead Member of Consortium			
Member 1			
Aggregate Turnover for last three financial years			
Average Annual Turnover			

(Signature of the Authorised

Signatory) (Name and designation of the

Authorised Signatory)

(Name of the Bidder)

Certified by Statutory Auditor/Chartered Accountant: -

I/We, in our capacity as the Statutory Auditor/Chartered Accountant have verified the relevant statutory and other records of M/s_____ [Name of Bidder], and certify that the above details in this Bid Form are correct.

(Signature of the Statutory Auditor/Chartered Accountant)

(Name and seal of the Statutory Auditor/Chartered Accountant)

Instructions:

1. The Bidder should provide details of its own Financial Capability as specified in Clause 4.1
2. The Bidder shall attach copies of the balance sheets, Profit and Loss Accounts, financial statements for 3 (three) years immediately preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder.
 - (b) be certified/audited by a statutory auditor/Chartered Accountant;
 - (c) be complete, including all notes to the financial statements; and

- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. The format is being provided for illustrative and information purposes only. It is the Bidder's sole responsibility to ensure that the information and calculations provided in the forms are accurate and complete.
 4. In case this Bid Form consists of more than one-page, Statutory Auditor/ Chartered Accountant Authorized Signatory shall sign and seal on all pages.
 5. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.

BID FORM - IV: Power of Attorney for signing of Bid

(To be executed on Non-Judicial Stamp Paper of Rs.500 and duly notarized.)

Bid Document No.:

Dated:

Sub: Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network”

(This Bid Form is to be submitted only by Bidder/Lead Member of the Consortium)

Know all men by these presents, I/We, {.....} (insert name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (Name) {.....}, son/daughter/wife of {.....} and presently residing at {.....}, who is presently employed with me/us and holding the position of {.....}, as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our Bid for "**Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network**", proposed by Maha-Metro (the "Maha-Metro") including but not limited to signing and submission of the Bid and all other documents and writings, participate in Bidders' and other conferences and providing information/responses to Maha-Metro, representing me/us in all matters before Maha-Metro, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with Maha- Metro in all matters in connection with or relating to or arising out of my/our Bid for the said Project and/or up on award thereof to me/us and/or till the entering into of the License Agreement with Maha-Metro.

AND whereby I/we agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by my/our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.....,,
20.....

Date:

Place:

For.....

{Signature, name, designation and address of person authorized by Board Resolution}

Accepted

Signature of the

Attorney Name of the

Attorney Designation

Address

Witnesses:

- 1.
- 2.

Person identified by me/ personally appeared before me/signed before me/Attested/ Authenticated*

(*Notary to specify as applicable) (Signature, Name and Address of the Notary)

Seal of Notary Registration Number of the Notary Date:

.....

Instructions:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. The Power of Attorney should be duly supported with the enabling Board Resolutions of

the executants. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized/consularised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised/consularised by the Indian Embassy if it carries a conforming Appostille certificate.
4. Strike out whichever is not applicable.

**BID FORM – V: Power of Attorney for signing of Bid
(in case of a Consortium)**

(To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.500) and duly notarized.)

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network”

Whereas,
.....and..... (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, and M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with Maha-Metro, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with Maha-Metro.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of

the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For Member 1 (Signature, Name & Title) For Member 2 (Signature, Name & Title) For Member 3 (Signature, Name & Title)

(Executants) (To be executed by all the Members of the Consortium)

Witnesses

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the

Attorney) Person identified by me/ personally appeared before me/signed before me/Attested/

Authenticated*

(*Notary to specify as applicable) (Signature, Name and Address of the Notary)

Seal of Notary Registration Number of the Notary Date:.....

....

Instructions:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. The Power of Attorney should be duly supported with the enabling Board Resolutions of the executants. Also, wherever required, the Bidder/Member should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power her under on behalf of such Bidder/Member-.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised/consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders

from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised/consularised by the Indian Embassy if it carries a conforming Appostille certificate.

4. Strike out whichever is not applicable.

**Bid Form VI - Consortium Agreement/Memorandum of Agreement
(Duly Stamped)**

(To be executed on Non-Judicial Stamp Paper of appropriate value as prescribed by the Stamp Act of the respective State in which this document is executed (but not less than Rs.500) and duly notarized.)

This Consortium Agreement/Memorandum of Agreement is executed at on this _____ day of _____, 2019

BETWEEN

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

[AND

M/s _____, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART] Whereas Maharashtra Metro Rail Corporation Limited (hereinafter referred to as 'Maha-Metro') has invited Tenders to License out the Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network. And whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
HEREBY WITNESSES:**

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this Maha-Metro's tender.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by Maha-Metro for the tender.
3. That the Consortium has agreed to nominate _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with Maha-Metro and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.
4. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member _____ shall have _____ per cent (____%) of share holding with reference to the Consortium for this specified project.
 - (ii) The Participant Member _____ shall have _____ (____%) of share holding with reference to the Consortium for this specified project.
 - (iii) The Participant Member _____ shall have _____ (____%) of share holding with reference to the Consortium for this specified project.
5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
6. That in case to meet the requirements of tender or any other stipulations of Maha-Metro, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of Maha-Metro.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
Authorized Signatory
(_____)
For (Name of company)

2. (_____)
Authorized Signatory
(_____)
For (Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

Bid Form - VII: Affidavit

(To be given on Stamp Paper of Rs. 500 and duly Notarised)

I, S/o
 resident of
 the(insert designation) of the
 (insert
 name of the bidder), do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of(insert name of company/Bidder) (hereinafter referred to as "Bidder") and I am duly authorized by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.
2. I say that I have submitted information with respect to our eligibility for Maharashtra Metro Rail Corporations' (hereinafter referred to as "Maha-Metro") Tender Document for "**Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network**" and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by Maha-Metro to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by Maha-Metro.
4. I say that if any point of time including the License period, in case Maha-Metro requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of Maha-Metro within time stipulated by them.
5. I say that we do hereby undertake that as on date of Tender submission that neither Maha- Metro/MOUD/Maharashtra Govt. has banned business with the bidder (any member in case of JV) nor any Central/State Government Department/PSU/Other Government entity or local body have banned business with the bidder (any member in case of JV) which is applicable to all ministries (approved by the Committee of Economic Secretaries, Ministry of Commerce)"
6. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Tender Document shall entitle us to be disqualified from the Tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
7. I state that all the terms and conditions of the Tender Document have been duly complied with.
8. I/We undertake that in the last 3 (three) years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity

for breach by such Bidder.

- 9. I/We undertake that we have not been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.
- 10. We do hereby undertake & confirm that Maha-Metro/ any other Metro Organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission. Also, any work executed by us either individually or as member in a JV/Consortium, has not been rescinded/terminated by Maha-Metro after award of contract to us during the last 3 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, Maha-Metro shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the interest free security deposit after adjustment of all dues payable by the licensee.

DEPONENT

VERIFICATION:-

I, the above-named deponent, do verify that the contents of paragraphs 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of , 2021.

DEPONENT

Bid Form - VIII: Undertaking for Downloaded Tender Document

On Letterhead of Bidder/Lead Member

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network.”

We here by confirm that, we have downloaded / read the complete set of Tender documents / addendum/clarifications along with the set of enclosures hosted on e-Tendering portal..... We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-Tendering portal We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I here by give our acceptance to all the terms and conditions of the bid document as well as the draft licensee agreement.

Bidder Name _____
Name _____
Signature _____ Date: _____
Postal Address _____
E-Mail ID _____
Phone _____ FAX _____

Company Seal:

BID FORM – IX: Declaration Form

- 1. Customer Name -----
- 2. Address -----

- 3. Services provided: -----
- 4. Contact Person with detail: -----

Name : -----
-

Telephone No. : -----

Email Address : -----

5. Customer Category with Details:

Customer Type	Yes	No
Telemarketer		
Other Service Provider		
Access Service Provider/ Infrastructure Service Provider		

In case of OSP / Telemarketer, please fill the below details:

- a. License Type :-----
- b. License Number/Registration ID: -----
- c. Validity till (for OSP only) :-----
- d. Date of issue: -----
- e. Network Diagram detailing the connectivity attached :-----

In case of ASP/Infrastructure service provider details of valid registration /License to be attached.

All fields are required to be filled mandatorily

Other Service Provider" (OSP) means a company providing Application Services. Applications Services" means providing services like Tele-banking, Tele-medicine, Tele- education, Tele-trading, e-commerce, call centre (Domestic & International) BPO/KPO, network operation center Vehicle Tracking System, e-commerce, Long Range Alarm System, Bill Payment Terminal and other IT Enabled Services, by using Telecom Resources provided by Authorized Telecom Service Providers".

“Telemarketing” - Transmission of any message through telecommunication services for the purpose of soliciting or promoting any commercial transaction in relation to goods, investment or services. A “Telemarketer” - Person/ legal entity engaged in the activity of telemarketing.

We declare that the above information provided by us is correct and Maha-Metro shall not be held responsible against any liabilities incurred such as losses costs and expenses and our failure to comply with existing telecom regulations and laws.

(Signature Witness)

Name-----

(Signature Customer)

Name-----

Date: _____

Stamp

BID FORM – X: Undertaking of Responsibility

(on non-judicial Stamp Paper of Rs. 100 duly notarized)

_____ as a lead member of the consortium of _____
Companies – namely

_____ (Complete
name

with address) jointly & severally undertake the responsibility in regards to the license agreement with Maha-Metro in respect allotted to “BID FOR LICENSING OF SPARE OPTICAL FIBRE CABLE (OFC) IN MAHA-METRO AT NAGPUR METRO RAIL PROJECT NETWORK “as follows:-

1. That, we solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions / correspondences and any other activity in connection with License agreement pertaining to “BID FOR LICENSING OF SPARE OPTICAL FIBRE CABLE (OFC) IN MAHA-METRO AT NAGPUR METRO RAIL PROJECT NETWORK with Maha-Metro.
2. That, all consortium members are jointly or severally responsible for all commitments / liabilities / dues etc to Maha-Metro.
3. That, we further confirm that, the stake-holding of lead member- _____ (Name of the company/ consortium member) shall always remain not less than 30% or higher and we, all consortium members, insure that there shall be no change in the stake holding of all parties in the complete tenure of this license agreement.
4. We also confirm that our consortium was made on Dt. _____, for license of the said work _____, at _____ Metro station and in support of which a copy of our Board Resolution is attached with this Undertaking.

(Authorized/ CEO of all _____ consortium members to sign on undertaking with witness signatures)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

- Witness 1. _____
2. _____

BID FORM – XI: Format for Checklist

Bid Document No.:

Dated:

Name of Project: Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network”.

The Bidder shall also submit a copy of the duly filled and completed Checklist in the format prescribed herein. The Bidder shall not amend the order or change the contents of this Checklist.

S.No.	Item	Checked by Bidder	Remarks of Maha-Metro
TECHNICAL ENVELOPE			
I.			
1	Bid Security		Shall be paid on line on E-tender portal
2	Bid Document Fee or receipt thereof		Shall be paid on line on E-tender portal
II.			
1	Bid Form-I – Covering Letter for Bid (along with full Bid Document Volume I and II and duly signed)		
2	Bid Form-II : Details of Bidder		
3	Bid Form-III : Eligibility of Bidders		
4	Bid Form-IV : Power of Attorney for Signing of Bid		
5	BID FORM – V: Power of Attorney for signing of Bid (in case of a Consortium)		
6	Bid Form VI - Consortium Agreement/Memorandum of Agreement		
7	Bid Form - VII: Affidavit		
8	Bid Form - VIII : Undertaking for Downloaded Tender		
9	BID FORM – IX: Declaration Form		
10	BID FORM – X: Undertaking of Responsibility		
11	BID FORM – XI: Format for Checklist		
12	Bid Form - XII: Format for Financial Bid		

NOTE:

1. All the documents should be uploaded online
2. All pages to be numbered serially;
3. Each page of the document to be initialed in Blue ink by the Authorized Signatory.

Yours faithfully,

Date

Place Signature of Authorised Signatory of the Bidder/Lead Member
(Name, Designation, Address)
Stamp of Bidder

Bid Form - XII: Format for Financial Bid

Bid Document No.:

Dated:

To,

**The ED/Procurement
 Maharashtra Metro Rail Corporation
 Limited (Nagpur Metro Rail Project)
 Metro Bhawan, VIP Road, Near Dikshabhoomi,
 Nagpur- 440 010.**

Subject: Financial Bid for “Licensing of Spare Optical Fiber Cable (OFC) in Maha-Metro at Nagpur Metro Rail Project Network”

Bid Document No.:

Dated:

I/We hereby submit our Financial Proposal for undertaking the Spare Optical Fiber Cable and space of metro station. I/ We hereby offer to take up on the Spare Optical Fiber Cable and space as per license fees in accordance with table mentioned below –

A. License Fees of spare optical fibers

Rate Per Pair Per Km Per Month (excluding taxes)	Quoted Rate Per Pair Per Km Per Month (excluding taxes)	
	In Figures	In Words
Rs. 2,625 per Pair Per Km Per Month is the Minimum Rate		

B. Details of spare fiber required: -

Sr. No.	Location/ Station Name		Approx. Distance in Kms.
	From	To	

Bid Form No. XIII: Confirmation of MSME Certificate

Points needs to be taken care

- 1) This confirmation letter has to be printed in your company letter head.
- 2) Enclose PAN card copy of the Firm.
- 3) Please put a tick in the box [] against the appropriate clause mentioned above.
- 4) Enclose a copy of the MSME / Udyog Aadhaar certificate, if applicable.

CONFIRMATION

Name of the Firm:

PAN Number:

1. We confirm that the provisions of the **Micro, Small and Medium Enterprises Development Act, 2006** are applicable to us and our organisation falls (as per the **Acknowledgment enclosed**) under the definition of:

- a. [] Micro Enterprise
- b. [] Small Enterprise
- c. [] Medium Enterprise

MSME / Udyog Aadhaar Registration Number: _____

2. [] None of the provisions of the Act is applicable to us.

C. Space Requirement

SN	Reach	Station Name	Space Requirement (in Sq. Mtrs.)		Cable Tray Requirement (Yes/No)	Approx. Rack Space required (in Rack Units)		Approx. Backup Power if required (in kVA)	
			In Figures	In Words		In Figures	In Words	In Figures	In Words
1	Reach-01	Mihan Depot							
2		Khapari							
3		New Airport							
4		South Airport							
5		Airport							
6		Ujwal Nagar							
7		Jaiprakash Nagar							
8		Chatrapati Square							
9		Ajani Square							
10		Rahate Colony							
11		Congress Nagar							
12		Sitaburdi(Interchange)							
13	Reach-02	Zero Mile							
14		Kasturchand Park							
15		Gaddi Godam Sq							
16		Kadvi Chowk							
17		Indora Chowk							
18		Nari Road							

SN	Reach	Station Name	Space Requirement (in Sq. Mtrs.)		Cable Tray Requirement (Yes/No)	Approx. Rack Space required (in Rack Units)		Approx. Backup Power if required (in kVA)	
			In Figures	In Words		In Figures	In Words	In Figures	In Words
19		Automotive Square							
20	Reach-03	Hingna Depot							
21		Lokmanya Nagar							
22		Bansi Nagar							
23		Vasudev Nagar							
24		Rachna Ring Road Jn							
25		Subhash Nagar							
26		Dharampeth College							
27		LAD Chowk							
28		Shankar Nagar Square							
29		Institute Of Engineers							
30		Jhansi Rani Square							

SN	Reach	Station Name	Space Requirement (in Sq. Mtrs.)		Cable Tray Requirement (Yes/No)	Approx. Rack Space required (in Rack Units)		Approx. Backup Power if required (in kVA)	
			In Figures	In Words		In Figures	In Words	In Figures	In Words
31		Sitaburdi(Interchange)							
32	Reach-04	Nagpur Railway Stn							
33		Dosar Vaisya Chowk							
34		Agrasen Chowk							
35		Chittaroli Chowk							
36		Telephone Exchange							
37		Ambedkar Chowk							
38		Vaishno Devi Chowk							
39		Prajapati Nagar							

Annexures

Annexure- 1: Details of spare optical fibers and space offered for Licensing

SN	Reach	Station Name	GPS Coordinate		Available spare OFC pairs	Station to Station Details		Approx Distance in Meters
			Latitude	Longitude		From	To	
1	R1	MIHAN Depot	21° 2'28.07"N	79° 2'33.09"E	17	-	-	
2		Khapri	21° 2'49.95"N	79° 2'49.58"E	17	Khapri	Mihan	1200
3		New Airport	21° 3'57.21"N	79° 3'20.16"E	17	New Airport	Khapri	2040.00
4		South Airport			17	South Airport	New Airport	1527.50
5		Airport	21° 5'10.50"N	79° 4'57.52"E	17	Airport	South Airport	879.03
6		Ujwal Nagar	21° 5'47.62"N	79° 2'33.09"E	17	Ujwal Nagar	Airport	1164.60
7		Jaiprakash Nagar	21° 6'12.81"N	79° 3'49.73"E	17	Jaiprakash Nagar	Ujwal Nagar	811.85
8		Chatrapati Square	21° 6'33.08"N	79° 4'10.71"E	17	Chatrapati Square	Jaiprakash Nagar	635.35
9		Ajani Square	21° 7'5.76"N	79° 4'19.70"E	17	Ajani Square	Chatrapati Square	1040.55
10		Rahate Colony	21° 7'36.18"N	79° 4'31.55"E	17	Rahate Colony	Ajani Square	680.28
11		Congress Nagar	21° 7'55.83"N	79° 4'59.91"E	17	Congress Nagar	Rahate Colony	1072.39
12		Sitaburdi(Interchange)	21° 8'28.94"N	79° 4'57.52"E	17			
13	R2	Zero Mile	21° 8'42.84"N	79° 4'50.51"E	17	Zero Mile	Sitaburdi(Interchange)	628.89
14		Kasturchand Park	21° 9'15.29"N	79° 4'53.18"E	17	Kasturchand Park	Zero Mile	856.58
15		Gaddi Godam Sq	21° 9'40.25"N	79° 5'0.64"E	17	Gaddi Godam Sq	Kasturchand Park	837.54
16		Kadvi Chowk	21°10'7.13"N	79° 5'32.61"E	17	Kadvi Chowk	Gaddi Godam Sq	1207.42
17		Indora Chowk	21°10'25.37"N	79° 6'3.03"E	17	Indora Chowk	Kadvi Chowk	1028.86
18		Nari Road	21°10'46.51"N	79° 6'38.67"E	17	Nari Road	Indora Chowk	1157.79
19		Automotive Square	21°11'15.95"N	79° 7'19.10"E	17	Automotive Square	Nari Road	1230.46
20		Sitaburdi(Interchange)	21° 8'29.76"N	79° 4'59.99"E	17	Sitaburdi(Interchange)	Jhansi Rani Square	558.24
21	R3	Hingna Depot	21° 6'6.26"N	78°59'37.91"E	17	-	-	
22		Lokmanya Nagar	21° 6'30.34"N	78°59'52.62"E	17	Lokmanya Nagar	Hingna Depot	900
23		Bansi Nagar	21° 6'56.42"N	79° 0'43.26"E	17	Bansi Nagar	Lokmanya Nagar	1280.03
24		Vasudev Nagar	21° 7'8.72"N	79° 1'12.86"E	17	Vasudev Nagar	Bansi Nagar	812.84
25		Rachna Ring Road Jn	21° 7'17.20"N	79° 1'45.10"E	17	Rachna Ring Road Jn	Vasudev Nagar	1078.41
26		Subhash Nagar	21° 7'23.76"N	79° 2'27.88"E	17	Subhash Nagar	Rachna Ring Road Jn	1324.75
27		Dharampeth College	21° 7'43.53"N	79° 2'44.97"E	17	Dharampeth College	Subhash Nagar	811.99
28		LAD Chowk	21° 7'58.12"N	79° 3'17.13"E	17	LAD Chowk	Dharampeth College	1173.14
29		Shankar Nagar Square	21° 8'10.04"N	79° 3'41.55"E	17	Shankar Nagar Square	LAD Chowk	796.91
30		Institute Of Engineers	21° 8'18.31"N	79° 4'13.76"E	17	Institute Of Engineers	Shankar Nagar Square	904.59
31		Jhansi Rani Square	21° 8'25.75"N	79° 4'38.53"E	17	Jhansi Rani Square	Institute Of Engineers	851.19
32		Sitaburdi(Interchange)	21° 8'29.76"N	79° 4'59.99"E	17			
33	R4	Nagpur Railway Stn	21° 8'57.43"N	79° 5'24.48"E	17	Nagpur Railway Stn	Sitaburdi(Interchange)	1499.08
34		Dosar Vaisya Chowk	21° 9'10.45"N	79° 5'41.88"E	17	Dosar Vaisya Chowk	Nagpur Railway Stn	631.54
35		Agarsen Chowk	21° 9'3.69"N	79° 6'9.77"E	17	Agarsen Chowk	Dosar Vaisya Chowk	860.04
36		Chittar Oli Chowk	21° 8'58.64"N	79° 6'37.46"E	17	Chittar Oli Chowk	Agarsen Chowk	796.82
37		Telephone Exchange	21° 8'55.54"N	79° 7'5.18"E	17	Telephone Exchange	Chittar Oli Chowk	820.16
38		Ambedkar Chowk	21° 8'53.88"N	79° 7'46.56"E	17	Ambedkar Chowk	Telephone Exchange	1171.07
39		Vaishno Devi Chowk	21° 8'52.67"N	79° 8'11.49"E	17	Vaishno Devi Chowk	Ambedkar Chowk	715.70
40		Prajapati Nagar	21° 9'1.33"N	79° 8'57.22"E	17	Prajapati Nagar	Vaishno Devi Chowk	1355.68

1. Licensee is to be charged for the higher of the following, i.e., minimum chargeable area offered OR the actual handed over.
2. Jurisdiction of licensing of space and fiber pairs at stations, shall be decided by Maha-Metro.

Note:

1. The quoted minimum number of spares available are as on date and subject to vary at the time of handover as available.
2. Licensee shall not have any claim for compensation or damages, revision/reduction in License fee, in case of any delay from Maha-Metro as mentioned in Annexure-1.

Annexure - 2 : Tool Kit for using E-Tender**TENDERING PROCEDURE****Tool Kit for using E-Tender Portal of Maha-Metro**

A] Tender Forms.

- i. Tender Forms can be purchased from the e-Tendering Portal of Maha-Metro, i.e. <https://mahametrorail.etenders.in> after paying Tender Fees via online **mode** as Per the **Tender Schedule**.
- ii. Bidder should have valid class II/III digital signature certificates (DSC) obtain from any certifying authorities.
- iii. Bidder should install the Java and NxtCrypto service available on the Home Page of Download section **URL:-** <https://mahametrorail.etenders.in>

B] Pre-requisites to participate in the Tenders processed by Maha-Metro:

i. Enrolment of Contractors on Electronic Tendering System:

The Contractors interested in participating in the Tenders of Maha-Metro processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain User ID.

If the information is found to be complete, the enrolment submitted by the Vendor shall be approved automatically.

The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support Team or may visit the information published under the link Help manual and tutorials on the Home Page of the Electronic Tendering System.

ii. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class -III). This is required to maintain the security of the Bid Data and to establish the identity of the Contractor transacting on the System.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate, which is used to encrypt the data / information and sign the hash value during the Tender Submission stage. In case during the process of preparing and

submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online.

Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Signature Forms on the Home Page of the Electronic Tendering System.

iii. Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

iv. Set up of Computer System for executing the operations on the Electronic Tendering System:

To operate on the Electronic Tendering System of Maha-Metro, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Downloads on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the Help manual and Tutorials available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

C] The e-tender portal contains two sections Technical Bid Submission & Financial Bid Submission.

- i. Technical Bid Section: - Technical Bid Section shall contain all Document and enclosures as directed in NIT, ITT and EQ. Bidder shall upload the PDF copy of such documents in Technical Section only.
- ii. Financial Bid Section: - All prices/Commercial offers/ or any information pertain to commercial offer required by MAHA-METRO from the bidders, shall be filled/ uploaded (If directed by MAHA-METRO) in Financial Bid Section only.
- iii. No information pertaining to Financial Bid section should be uploaded/disclosed in Technical Bid Section or vice versa.

D] Steps to be followed by Contractors to participate in the e-Tenders processed by Maha-Metro.

- i. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of Maha-Metro are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Tender Submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Maha-Metro at the time of Tender Opening stage unless the documents are specifically attached to the Tender during the Tender Submission stage.

ii. Online viewing of Detailed Notice Inviting Tenders:

The Contractors Can View The Detailed Tender Notice (NIT) Along With The Time Schedule (Key Dates) For All The Live Tenders Released By Maha-Metro And Eligibility Criteria (EQ) On The Home Page of Maha-Metro E-Tendering Portal On <https://mahametrorail.etenders.in> Under The Section Online Tenders. Viewing & Downloading The NIT & EQ Is Free of Cost.

iii. Download of Tender Documents:

After going through the NIT & EQ, if bidder finds himself eligible for the bidding, he may purchase the complete bid document via online mode by paying the cost of Tender Document by Debit Card/Credit Card/ Net Banking as described on E-Tender Portal. After paying the cost of the document, bidder may download the complete bid documents.

iv. Online Submission of Bid:

- a. At the stage of EMD, the EMD payment may be either in the form of Cash or Bank Guarantee or combination of both. Bidders are advised to refer the Instruction to Bidders and Bid Data Sheet of the concerning Bid. For detail provision of payment of EMD, bidders are advised to refer concerning clause of Bid Document
- b. For Cash Component Payment of EMD, which bidder has to pay online using any one online pay mode as RTGS, NEFT, Debit Card, Credit Card & Net Banking through payment gateway of E-Tender Portal. For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two Copies) with unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment against the challan.
- c. Bidder should ensure the payment of online EMD, 72 Hours (Excepting Holiday if any) prior to the final submission date of the Bid. *
- d. Bidders have the option to pay EMD either at the initial stage of submission of bid or at the final stage of submission of bid, when all mandatory formats/ documents filled/ uploaded.
- e. If the EMD is in form of Bank Guarantee or part of EMD in form of BG, scan copy of such BG shall be uploaded by bidders in technical section of E-Tender Portal.
- f. Bidder shall download the Complete Bid Document along with all Corrigendum/Addendum/Clarification etc. by logging in with E-Tender Portal using his DSC (i.e. DSC of POA/ Owner) & read the all tender Instruction & clauses carefully.
- g. For submission of Tender Document and Corrigendum, Tick (✓) Submission Process has been enabled in Technical section of E-Tender Portal of MAHA-METRO. Bidders

have to tick (√) the corresponding checkbox provided in the Technical Section of E-Tendering portal as a token of acceptance of these bid documents & corrigendum / Addendums. By clicking the tick (√) the bid documents & corrigendum / addendum shall automatically have attached to offer of bidder. Further bidder may proceed for submission by clicking submit button.

- h. If the bidder has completed the submission process of his bid before due date of submission and in between employer issue a corrigendum, in this circumstances the bidder has to re-submit his bid by “clicking tick (√)” to the new added corrigendum, in case the new corrigendum has any implications to his already submitted bid. Bidder may, at his option, amend his bid accordingly & re-submit it.
- i. Physical Sign & seal of bidder on each page of Bid Documents available online is not required.
- j. All required enclosures as per bid document shall be uploaded in “Technical Envelope” / “Technical Section” of E-Tender portal by using DSC of bidder.
- k. The “Technical Envelope” / “Technical Section” of E-Tender portal has been provided with facilities to upload a file of maximum size of 10 mb only at each entity.
- l. If bidder is desirous to upload a file more than 10mb size, he shall have spilt the file in two or more parts of 10mb or lesser than 10mb each and can upload the same at appropriate **Technical Template** or “**Additional Document**” section of “**Technical Envelope/section**” of E-Tender Portal.

Note:-

*** Realization of NEFT/RTGS payment normally takes 24 hours, so it is advised to make Sure that NEFT/RTGS payment activity should be completed well before time.**

*** NEFT/RTGS option will be depend on the amount of EMD.**

*** Help File regarding use of e-Payment Gateway can be downloaded from e-Tendering Portal.**

v. Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

vi. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids.

vii. Tender Schedule (Key Dates):

All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule.

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended.

Note: - For details illustrations, please refer or down load the PPT demonstration available on E-Tender portal of <https://mahametrorail.etenders.in>.

E] Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Maha-Metro, Maharashtra, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through MAHA-METRO Maharashtra website i.e. <https://mahametrorail.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy:

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender.
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or

c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;

d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offering.

General

F] Terms and Conditions for E-Payment on E-Tender Portal

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund for Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with

his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be affected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

- i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

G) Limitation of Liability of Merchant/ Payment Gateway

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

- (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
- (ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and

Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

HJ Miscellaneous Conditions:

Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

1. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

2. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/ or unauthorized use of data over the Internet.

3. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

4. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

- i. Choose a new password, whenever required for security reasons.
- ii. Keep his/ her User ID & Password strictly confidential.
- iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet cafe.

II Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

J] Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

K] Payment Gateway Disclaimer:

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

**MAHARASHTRA METRO RAIL CORPORATION LTD.
NAGPUR METRO RAIL PROJECT**

**LICENSING OF SPARE OPTICAL FIBER CABLE (OFC) IN
MAHA-METRO AT NAGPUR METRO RAIL PROJECT
NETWORK**

TENDER NO. N1-TL(PD)-03/2023

VOLUME-II



Maharashtra Metro Rail Corporation Limited

Nagpur Metro Rail Project

Metro Bhawan, Opp. Ambedkar College,

VIP Road, Near Deekshabhoomi, Nagpur-440010

Maharashtra, INDIA

Website: <http://www.metro railnagpur.com>

DRAFT LICENSE AGREEMENT

THIS AGREEMENT entered into at Nagpur on this the _____ day of _____ Month of year _____, between Maharashtra Metro Rail Corporation Limited (Maha-Metro) incorporated under the companies' act, 1956 having its registered office at Metro Bhawan, VIP Road, Near Deekshabhoomi, Nagpur, Maharashtra – 440 010, hereinafter referred to as the "Licensor" or "Maha-Metro" (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party

AND

M/s, _____ a Company incorporated under the provisions of Companies Act, 1956, having its Registered office at _____, and having communication address for this Contract as _____, hereinafter referred to as the "Licensee" (which expression shall unless repugnant to the context or meaning there of include the successors and assigns) of the Second Party

WHEREAS

- a. Maha-Metro is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network in Nagpur City. Maharashtra Metro Rail Corporation Limited is registered as Infrastructure provider category – I (IP-1) license with department of Telecommunication, Ministry of Communication, Govt. of India vide license Regd. Certificate No. 1090/2021 Dated: 14/01/2021 to establish and maintain the assets such as spare fibers, Duct space & Tower for the purpose of grant on license basis to the licensee for the telecom services.
- b. Maha-Metro has necessary right to possess & license Optical Fiber Cable (hereinafter referred to as OFC) along Metro track and has expressed its willingness to provide a part of its owned Optical Fiber for use to M/sis interested in having a long-term arrangement of using optical fiber network of Maha-Metro (Nagpur).
- c. Maha-Metro with a view to part finance and operate its project through Business Development has invited Application for Licensing of Spare Optical Fiber, as listed in Annexure- "1", hereinafter referred to as "optical fiber".
- d. The offer submitted by the company/consortium/Joint venture being acceptable to Maha-Metro.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
 - 1.1. Letter of Acceptance no _____ dated _____
 - 1.2. Letter of Bid & Statement of Integrity (if any)
 - 1.3. Tender Document & Corrigenda no I to

- 1.4. Any other document forming part of the Application process:
2. Scope of Work:
 - 2.1. Maha-Metro agrees to provide Spare Optical Fibers complying with the specification as per ITU-T. G-652 D.
 - 2.2. Maha-Metro will make the availability of the fibers in routes as mentioned in Annexure "I".
 - 2.3. Maha-Metro has also agreed to provide the LICENSEE a space in its station premises on license basis, if required by Licensee, at requested Metro Stations depending upon availability and feasibility on the terms and conditions hereunder contained. The space licensed shall be for the purpose of placement of telecommunication equipment's for utilizing Spare Fiber Licensed from Maha-Metro.
3. The Maha-Metro hereby agrees to license Spare Optical Fibre as listed in Annexure- "I" and a space in its station premises. The actual length/area shall be measured and minor variation may occur. However, the payment of 'Quarterly Fee' shall be on pro rata basis as per the actual quantity of facilities availed by Contractor. Interest free security deposit shall not be readjusted as per variation in length/area handed over.
4. Tenure of License Agreement & License Period-
 - 4.1. The License Agreement shall commence from the date of handing over of 1st pair of Optical Fibre. The period of License Agreement shall include the License Period of 3 years plus fitment period of 30 days which shall begin from handing over of 1st pair of Optical Fibre.
 - 4.2. 4.2 Tenure of License Period (Paid Period) shall commence after completion of Fitment Period of 30 days and shall end after 3 years, irrespective of quantity of facilities (fiber/space) availed by the Contractor or unless otherwise terminated as per provisions in Termination clauses. The License period may be renewed further for upto 3 years on request of the Contractor and subjected to availability of facilities with Maha-Metro.
 - 4.3. 4.3 The 'Commencement of Quarterly Fee/License Fee' shall begin immediately after expiry of fitment period of 30 days or the commissioning date whichever is earlier
 - 4.4. 4.4 Maha-Metro reserves the sole right, not to give any further extension. The licensee hereby, unequivocally and voluntarily agrees not to seek any claim, damages, compensation or any other consideration due to non- extension of license by the Maha-Metro.
5. Interest Free Security Deposit / Performance Security:
 - 5.1. The Licensee shall pay Interest Free Security Deposit / Performance Security to Maha-Metro in advance equivalent to 'Quarterly Fee' for one (1) quarter, as indicated in LOA.
 - 5.2. The interest free Security Deposit/ Performance Security shall be accepted in the form of Bank Guarantee/Demand Draft/Insurance Surety Bond drawn in favor of, or FDR pledged in favor of, Maharashtra Metro Rail Corporation Limited.

- 5.3. Interest Free Security Deposit will be refundable after successful completion of License Period as provided in Termination/Surrender Clause and after adjusting any payable dues, without any consideration of interest.
- 5.4. Maha-Metro reserves the right for deduction of Maha-Metro dues from Licensee’s Interest Free Security Deposit for:
 - 5.4.1. Any amount of penalty imposed by Maha-Metro for any violation of terms and conditions of license agreement, committed by the Licensee.
 - 5.4.2. Any amount which Maha-Metro becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - 5.4.3. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf. Any outstanding payment of Maha-Metro remained due after completion of actions as per agreement.
- 5.5. Once the amount under Clause 5.4 is debited, the Licensee shall replenish the Security Deposit to the extent the amount is debited within 15 days’ period, failing which, it shall be treated as Licensee Event of Default.
- 5.6. Earnest Money Deposit: The Earnest Money Deposit given along with Application shall be retained by Maha-Metro till the deposition of Security Deposit and signing of the License Agreement. The Selected Bidder’s Bid Security will be returned, without any interest, upon submission of Security Deposit and signing of the License Agreement in accordance with the provisions there of

6. That the “LICENSEE” hereby covenants as follows;

- 6.1. I/We hereby offer to take up the Spare Optical Fibre (As per Annexure- “I”) and Space on license basis and operate thereon as per terms of this agreement.
- 6.2. I/We shall pay to Maha-Metro on Quarterly basis all payments requested as per details and rates indicated in the table below:

SN	Item	Rates mentioned by Maha-Metro in Tender Document (exclusive of taxes)	Rates/Quantity Quoted by Bidder
1	License Fee for OFC	INR 2,625/- Per Pair Per Km Per Month (Minimum)	
2	Space Rent for Vertical Space	INR 7,875/- Per Sq. Mt. Per Month (Rate is fixed)- Bidder has to quote ‘Area in Sq Mtr’ required	
3	Space Rent for Rack	INR 262.5/- Per Rack Unit of Rack Space Per Month	

SN	Item	Rates mentioned by Maha-Metro in Tender Document (exclusive of taxes)	Rates/Quantity Quoted by Bidder
	Space	(Rate is fixed)- Bidder has to quote 'No. of Rack units' required	
4	Maintenance Charges	INR 3,150/- Per Station Per Month (Rate is fixed)- Bidder has to quote 'No. of Stations' required	
5	Cable Tray Charges	INR 1,575/- Per Station Per Month (Rate is fixed)- Bidder has to quote 'No. of Stations' required	
6	Usage Charges of Power	As per applicable rates in SOP of Maha-Metro, (approximately INR 7500/kW/Month for 1st year) for 24x7 power supply and subsequent revisions depending on electricity tariff changes made by MERC/MSEDL as applicable to Maha-Metro. The Consumption will be charged as per actual differential load	
7	Back Up Power	If opted for, subject to availability on first come first serve basis. As per applicable rates in SOP of Maha-Metro, (approximately INR 7500/kW/Month for 1st year) for 24x7 power supply and subsequent revisions depending on electricity tariff changes made by MERC/MSEDL as applicable to Maha-Metro. The Consumption will be charged as per actual differential load.	
8	One- Time Supervision Charges	INR 20,000/- Per Station (Rate is fixed)- Bidder has to quote 'No. of Stations' required	

Note:

- License fee for OFC, Space Rent for Vertical Space & Rack Space, Maintenance charges and Cable Tray charges shall be increased annually by 5% on compounding basis.
- Duration of License Period shall be 03 years and the license period is further extendable as per existing terms and conditions up to 03 more years.
- 'One-time Supervision Charges' shall be payable only once along with the 1st Quarter Fee, within 30 days of issuance of LOA.
- All the costs mentioned in above table are exclusive of taxes. Applicable Taxes as per statutory norms shall be paid by the contractor additionally.
- The 'Quarterly Fees' (Total of SN 1 to 7 in table above) shall be payable according to the actual quantity of facilities (fiber, space, cable tray, power charges, maintenance changes

etc) availed by the Contractor.

- f. The above offered quantities are tentative and are as per present availability. Contractor may avail lesser or additional facilities beyond the above, if desired, subjected to availability with Maha-Metro.
 - g. One 42U Rack is already installed in all stations of Nagpur Metro Rail Project which may be used by the successful bidder after the execution of contract agreement and rent per rack unit space shall be charged as mentioned above.
- 6.3. Maintenance & repairing of fibers laid by Maha-Metro will be done by Maha-Metro and other lead out fiber by the Licensee will be done by the Licensee. All repairing of fiber should be done after getting proper permission from Maha-Metro.
 - 6.4. The fibers intended to be taken shall be jointly tested by Licensee Engineer with Maha-Metro personnel. The fibers length as measured through OTDR (Arranged by Licensee) shall be taken towards the payment consideration.
 - 6.5. Licensee shall make all the arrangement and installation of their conduit pipe beyond Maha-Metro cable tray to extend their cable for lead out.
 - 6.6. Fibers can be tapped at any station as per requirement of Licensee after the approval of Maha-Metro with the applicable charges as mentioned in this contract.
 - 6.7. No dropping of fibers in between two stations (i.e; on viaduct) shall be permitted by Maha-Metro.
 - 6.8. Use of fibres & plan of fibres distribution & installation of distribution box shall be submitted to Maha-Metro in detail & in advance by Licensee for the approval before installing the same at site level.
 - 6.9. The optical cables are terminated in telecom closet room present at platform/Concourse level of the station. Licensee shall have to extend fibres from telecom closet room to their location at their own cost.
 - 6.10. The allotted fibres shall be within the specified fibre loss of 0.4db/km at 1550nm and 0.5 db/km at 1310nm.
 - 6.11. Maha-Metro will provide necessary approval for splicing and installation of fibre management and distribution required to be carried out by licensee in Maha-Metro premises.
 - 6.12. Entry in Maha-Metro premises shall be permitted for specific work on prior approval only.
 - 6.13. Licensee shall not create any infrastructure and functionary which shall create any kind of hindrance pertaining to Maha-Metro "s functioning, business and security.
 - 6.14. The licensee shall at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account shall be entertained by the licensor. Licensee shall leave the premises as it is without removing any additional installation done by him/her after the termination of the contract agreement.
 - 6.15. 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 shall 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 99.5% (for OFC, power supply disruptions etc). Maha-Metro shall ensure that outage for upkeep/ repair will be planned by Maha-Metro at least 2-3 working days in advance in coordination with Licensees and preferably planned between 12 midnight to 6AM for a maximum duration of 2 Hrs/ Quarter.

7. Payment Terms:

- 7.1. The License Fee of Spare Optical Fibre, Space Rent, Cable Tray Charges and Maintenance Charges shall be increased annually by 5% on a compounding basis after completion of one year from the Commencement of License Fee of first fibre/space of this License Agreement.
 - 7.2. The first 'Quarterly Fee', and 'One Time Supervision Charges' shall be payable within thirteen (30) days from the date of issue of acceptance/allotment letter and before taking possession of the licensed fibre/space.
 - 7.3. The 'Quarterly license fee' and recurring dues, if any, shall be payable in advance for the following quarter by last working day of the running quarter.
 - 7.4. The License Fee of Fibre shall be charged for the actual length of fibre handed over.
 - 7.5. The Space Rent shall be charged for the actual carpet area of space handed over subject to minimum of 0.5 (zero point five) sqm at selected location.
 - 7.6. All taxes and duties imposed by Central/State government or local bodies shall be extra and shall be paid by Licensee. Service tax and any other statutory levies as and when specified by Govt. shall be payable by Licensee.
 - 7.7. The space provided for equipment's may be Air-conditioned. Capital cost of Air-conditioning along with maintenance cost shall also be part of monthly/ Lump sum rentals. If Air-conditioning is not provided by Maha-Metro and licensee needs Air-conditioning on said space, licensee shall install Air conditioning on its own cost as per the Maha-Metro specifications with prior approval.
 - 7.8. In case of non-payment of 'Quarterly Fee' and other dues, the licensee voluntarily agrees to permit the licensor "Maha-Metro" to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- 8. Additional Fibres:** - If in future any additional spare capacity developed in Maha-Metro to License the Spare Optical Fibre, the same can be licensed to Licensee on mutually agreed terms and conditions. Maha-Metro reserves the right to not license such fibres without assigning any reasons whatsoever. Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such license is not granted.
- 9.** That the LICNSEE shall, at his own cost and space, employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said premises.
- 10.** That the LICNSEE shall appoint a Manager/ Supervisor whose scope of services shall be as follows;
- 10.1. Supervise the operations in the said premises.

- 10.2. They shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
- 10.3. Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- 10.4. Ensure that fire detection and suppression measures where installed inside the licensed premises and kept in good working condition. The Fire Office/authorized personnel (prior approval of the nominated officer shall be taken by the licensee from Maha-Metro), of the licensor will have unfettered access to the said premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the licensor shall be borne solely by the licensee.
- 10.5. Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- 10.6. Ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station by Maha-Metro including TETRA based train radio system. If any interference is noticed, then the licensee shall take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days authorizes the licensor to take all necessary steps to prevent this interference at the risk and cost of the licensee. In addition, a penalty of INR. 5000/- for each occasion of interference may be imposed by the licensor. Test reports and any other supportive documentation as may be required/ requested by Maha-Metro, shall have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of Maha-Metro to this effect.
11. The Licensee also agrees to utilize the telecommunication infrastructure of Maha-Metro on commercial terms where ever technically feasible first, before considering alternate facilities. The licensee shall use the premises only for the purpose for which it has been licensed. The licensor reserves the right to penalize the licensee up to INR. 5000/- per occasion per site, where there has been misuse of the premise or the use of telecommunication equipment diverted to other commercial purpose within the Maha-Metro system.
12. The licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and Maha-Metro shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
13. In case of any damage to Maha-Metro property during installation, for actual costs whatsoever for restoration to its original position shall be recovered from the licensee and same shall not be challenged in whatever manner.
14. That the LICENSEE hereby indemnifies Maha-Metro against any loss, damage or liabilities arising as a result of any act of omission or commission on LICENSEE part or on part of

LICENSEE personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

15. That the LICENSEE hereby agrees that Maha-Metro shall have no responsibility as regards LICENSEE employees and the employees shall be the employees of LICENSEE only and shall not be construed under any circumstances as employees of Maha-Metro. LICENSEE hereby indemnifies Maha-Metro against the claims made by LICENSEE's employees against Maha-Metro.
16. That LICENSEE hereby undertakes to discharges all statutory obligations and liabilities in connection with employment of its personnel in the said premises. LICENSEE hereby indemnifies Maha-Metro against any liability arising in connections with the employment of its personnel in the said premises by LICENSEE.
17. That no tenancy/sub-tenancy is being created by Maha-Metro in favor of LICENSEE under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
 - 17.1. That the LICENSEE shall not have or claim any interest in the said premises/fibre as a tenant/sub-tenant or otherwise;
 - 17.2. That no right as a tenant/sub-tenant or otherwise is purported is intended to be created or transferred by Maha-Metro in favor of LICENSEE in or in respect of the said premises/fibre, except to carry out their activities over the granted space under this License Agreement; and
 - 17.3. That the rights, which LICENSEE shall have in relation to the said premises/fibre, are only those set out in this agreement.
18. The relationship between Maha-Metro and LICENSEE under and or in pursuance of this license Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and / or make any commitment on behalf of and/ or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between Maha-Metro on the one hand and LICENSEE on the other hand in connection with and / or relating business to be operated by LICENSEE at the said premises.
19. Maha-Metro's covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEE's possession of the Licensed Premises, LICENSEE's use of the premises, or the rights granted to the LICENSEE hereunder:
 - 19.1. Maha-Metro covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance to Maha-Metro or to any other person claiming by, through or under Maha-Metro.
 - 19.2. That on the LICENSEE paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any

interruptions to Maha-Metro or to any person or persons claiming through under or in trust for him.

- 19.3. That the overall control and supervision of the premises shall remain vested with Maha-Metro who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. Maha-Metro also reserves the right to enter the licensed premises to repair and replace the fixtures provided by Maha-Metro. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by Maha-Metro shall be done by license.
- 19.4. On operational ground, the LICENSOR may ask the licensee to shift their equipment's / poles to some other alternative location within the same/ other station. Accordingly, the Licensee shall be bound to shift their equipment's / poles within the given time period on his own expenses. The licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason. However, if the licensee is not willing to shift their equipment's to the alternate given space due to any reason, the licensee can part surrender the said space or surrender the agreement. In this case, the security deposit shall be adjusted/ returned, accordingly.
20. Breach of Contract: If any breach is committed by the LICENSEE in payment of the fee stipulated herein or in the due performance or observance of the provisions of this Agreement, the licensor (Maha-Metro) shall be at liberty to terminate thereafter this license by giving the LICENSEE sixty (60) days advance notice in writing and upon the expiry of the period of such notice, this agreement is liable to be terminated, Consequent upon such termination of agreement, Maha-Metro shall also forfeit the (interest free) security deposit.
21. Termination / Surrender
 - 21.1. If the LICENSEE is desirous of terminating or surrendering the license hereby created, it shall give to Maha-Metro, sixty (60) days advance notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. Maha-Metro shall refund the security deposit after recovery/adjustment of any amount/s due to it.
 - 21.2. In all other case of termination, the interest free security deposit / performance security shall be forfeited by Maha-Metro and all outstanding dues shall be payable to Maha-Metro.
 - 21.3. Upon termination of this Agreement by licensor for any reason whatsoever:
 - 21.3.1. LICENSEE shall forthwith vacate the said premises/fibre and remove its furniture, fixtures, equipment as well as its personnel from the said premises/fibre without causing any damage to the property of MahaMetro. The licensee shall hand over the vacant possession of the licensed space to the concerned Maha-Metro Representative (At least Section Engineer level) or his authorized representative in good condition except normal wear and tear due to efflux of time or act of god.
 - 21.3.2. A certificate from concerned Maha-Metro Representative (At least Section Engineer level) in proof of Licensee having vacated the site shall be required to be submitted by the licensee. Any claim of vacation / nonvacation without the endorsement of Maha-Metro Representative (At least Section Engineer level) shall not be entertained.

- 21.3.3. The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- 21.3.4. Consequent to issue of termination letter, the said premises/fibre shall become free of all encumbrances for re-marketing after 60 days' vacation period from the date of termination of License Agreement.
- 21.3.5. After completion of the tenure of the license/pre-mature termination/surrender, the licensee voluntarily agrees to remove all his belongings/equipment installed by licensee on the premises within 60 days from the issue of notice of completion of tenure of the license/premature termination/surrender. If the LICENSEE fails to vacate the property within a grace period of 60 days of termination / surrender / natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay the 'Quarterly Fee' at the double rate of 'Quarterly Fee' applicable at that time for the whole period of unauthorized occupancy.

22. Force Majeure: Neither Maha-Metro nor the LICENSEE shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure as under: - Any of the following events resulting in material adverse effect shall constitute a Force Majeure Event:

- 22.1. Earthquake, Flood, inundation, landslide;
- 22.2. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- 22.3. Fire caused by reasons not attributable to the Concessionaire;
- 22.4. Acts of terrorism; and
- 22.5. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or civil war;
- 22.6. Strikes or boycotts, other than those involving the concessionaire, its contractors or their employees, agents etc.; and
- 22.7. Any other similar things beyond the control of the Party except Court or similar bodies"
- 22.8. Judgments/instructions.

If the Force Majeure conditions persist for more than 7 days, the 'Quarterly Fee' for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis.

Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the either party may be entitled to, though not being obliged to terminate this agreement.

23. Indemnity- The licensee shall indemnify and hold harmless to the licensor company, its representatives, directors, officers and employees against any & all losses liabilities, claims, demands, actions & damages (including attorneys fee) occurred/caused/suffered by them directly or indirectly due to willful acts or omissions of carelessness of negligence on the part of licensee

based upon, arising out of, in relation/connection to or otherwise in respect of premises and / or this agreement.

- 24. That the licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and Maha-Metro shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 25. The Licensee shall maintain the validity of certificates required in Technical Requirements of Application during the Tenure of License Agreement, failing which it shall be treated as a Breach of Contract.
- 26. In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of Maha-Metro or such causes where the supply of Maha-Metro is affected by a cause or causes over which Maha-Metro has no control, Maha-Metro shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- 27. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises/fibre for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the licensor.
- 28. That the LICENSOR on behalf of Maha-Metro and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement.
- 29. As per stamp & registration act of Govt. Of Maharashtra, the Contract Agreement may be required to be registered, hence all expenditure including cost of stamp towards registration of Contract Agreement shall be borne by the Contractor.

IN WITNESS whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

IN WITNESS WHEREOF the LICENSEE and the Maha-Metro have set their hands hereunto on the day....., month..... and..... year

Mr..... Mr.....

ON BEHALF OF ON BEHALF OF

Maha-Metro
M/s Ltd

first written above in the presence of the following witnesses.

Maha-Metro Licensee

GENERAL TERMS AND CONDITIONS OF LICENSE AGREEMENT**30. Penalty Clauses: -**

Maha-Metro reserves the right to impose the penalty on Licensee up to INR. 5,000/- per offence on the following offenses: -

- 30.1. Any staff of Licensee found in drunken condition/indulging in bad conduct.
- 30.2. Any staff of the Licensee found without proper uniform and/or found creating nuisance on duty.
- 30.3. Improper maintenance & defacement of the Metro Property.
- 30.4. Dishonor of Cheques and Drafts submitted by Licensee to Maha-Metro. Cheques will be accepted only in emergency conditions & with the approval of Maha-Metro by official not below the rank of General Manager.
- 30.5. Misbehavior with staff and commuters of Maha-Metro.
- 30.6. Not following safety and security norms as may be indicated by authorized representative of Maha-Metro.
- 30.7. Utilizing spares and space at locations other than that approved by Maha-Metro.
- 30.8. Non-submission of quarterly statement of approved plan and actual utilized spares of fibers at each station.
- 30.9. infringe into the Maha-Metro premises.

31. Security and other services

- 31.1. 31.1 Maha-Metro shall provide reasonable security services in all Metro Stations, general cleaning & adequate lighting in the common areas and compound lighting outside the building, operation of existing lifts. In the event that any one of the services provided by Maha-Metro may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc. Maha-Metro shall not be liable for any compensation to the Licensee, however, Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.
- 31.2. Maha-Metro shall ensure the availability of the allotted spare optical fibers to 99.9% however Maha-Metro shall not be liable for any compensation to the Licensee, however, Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.
- 31.3. Other Conditions
 - 31.3.1. If during the Lease period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee and Maha-Metro shall not be liable for any such claims. The Licensee would be responsible for all the payments arising out of any third-party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.
 - 31.3.2. Licensee shall provide unfettered access to the authorized representative of Maha-Metro and its operation staff for the purpose of maintenance works (with respect to Nagpur Metro Rail Project), if applicable, inside the specified area at all times

during the Lease period.

- 31.3.3. Maha-Metro shall not be made party in any litigation arising between the Licensee and any third party during and/or associated with the refurbishing/finishing and operations/maintenance of the allotted spares and space. All civil and criminal liability shall be the responsibility of the Licensee.
- 31.3.4. The Licensee shall not employ any person who is under the age of 18 years.
- 31.3.5. Identity Cards shall be issued by Maha-Metro but these ID cards shall not be applicable for making journey in trains and entry/ exit to paid areas of Stations. All the Licensee's personnel shall be required to possess ID card while working in Maha-Metro's premises as per prevailing procedure. Access inside the stations in paid areas shall be through swing/staff gates along with possession of valid ID cards. Maha-Metro's O&M personnel shall accompany the Licensee's personnel while working in stations.
- 31.3.6. The Licensee shall not have any right to infringe the Maha-Metro premises (other than the area licensed to him) and normal business, operation and commuters' facilities of Metro Rail Services.
- 31.3.7. Upon observation of any such infringement Maha-Metro shall issue a notice of compliance. If the Licensee fails to comply with three such notices and continue such infringement, Maha-Metro shall have right to impose a penalty of Rs. 5000/- per day. This penalty shall be in addition to License Fees & other taxes payable to Maha-Metro. In the event if penalty is imposed on Licensee for 3 times during the entire lease tenure, then the agreement shall be liable for termination, subject to decision of Maha-Metro.
- 31.3.8. It shall be mandatory for the Licensee to follow the operational timings of Nagpur Metro Rail. No activity which requires the downtime of the fibers shall be permitted within the Metro station premises beyond the operational timings. At present the metro is proposed to be operational from 6.00 AM till 12.00 midnight.

32. Transfer: The LICENSEE, during the tenure of this license shall not transfer, assign or part with the licensed premises or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part there of save with the prior permission in writing of the licensor.

33. Non-payment of license fee and other dues.

- 33.1. The licensor may be issuing invoice around 30 days' prior the start of the Billing Cycle. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the licensor. The Licensee also voluntarily agrees to collect the invoices from the office, if required, of the Authorized representative of the licensor (Maha-Metro), before the due date. Non- receipt of invoice shall not be consideration for delayed or non-payment of dues.
- 33.2. Licensee shall clearly mention the details of payment deposited. In the case of non-submission of such details, initially THIRD party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of Maha-Metro) then others dues / liabilities like electricity,

OMC etc., and lastly License fee shall be accounted for.

- 33.3. If the Licensee does not pay the due amounts by the due dates, the LICENSEE shall be liable to pay the dues along with an interest of 24% per annum on compounding basis on the outstanding dues falling in the arrear and for the delayed period in no. of days. Interest shall continue to accrue till the license fee and other dues are finally squared up.
- 33.4. In case of non-payment/ part-payment of License Fee and other dues by Licensee by the stipulated due date a 15 days CAUTION NOTICE shall be issued by Maha-Metro. Electricity & other utilities shall be disconnected on 15th day of issue of this notice. Non-payment of license fee and other dues within the 15 days shall constitute breach of the terms of this agreement (Breach of Contract). Therefore, if the full payment is not received within 15 days' cure period, Maha-Metro will issue 1 MONTH'S TERMINATION NOTICE as stipulated in Clause under heading "Breach of Contract". In no case payments shall be allowed to remain outstanding for a maximum period of 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the license agreement shall be terminated.
- 33.5. No opportunity of any kind shall be given in the matter after expiry of termination notice & the contract shall stand terminated after the expiry of 1 Month's Termination Notice. Any representation or any request shall only be entertained if the Licensee deposit 100% outstanding dues within 15 days of issue of termination notice and a written request in the matter. The TERMINATION ORDER shall be issued to the Licensee duly communicating the date of termination of the contract and further actions shall be taken as per termination clauses of this agreement.
34. Failure to comply with agreement: - If the LICENSEE, at any time, fails or neglects to perform or observe any terms and conditions of this license agreement, Maha-Metro may revoke the license agreement by giving 30 days termination notice in writing to the LICENSEE, without prejudice to any right, action or remedy of the licensor in respect of any antecedent. The licensee covenants not to claim any compensation in this regard.
35. Finishes: - The licensed space shall be handed over by Maha-Metro "as is where is basis". The LICENSEE shall develop the licensed space as per his requirements. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor and other concerned departments at its own cost and expense.
36. Use of Premises
 - 36.1. The subject site can be used for placement and operation of mobile telecommunication equipment for enhancement of cellular signals or linking of fibers only.
 - 36.2. The LICENSEE at his own cost shall take the necessary statutory certificates and approvals. The LICENSEE is not allowed to use the site for retail of products or services.
 - 36.3. LICENSEE may, if he so elects, install and operate within the licensed premises telecommunication equipment's. Such equipment shall be maintained in a neat & clean condition and shall comply with all applicable laws and ordinances. A separate area shall be earmarked within the licensed space for the purpose of storage of equipment's, etc.
 - 36.4. Licensee shall ensure a high standard of hygiene and cleanliness in the licensed space so as to create a very clean and healthy environment. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE shall be the sole

responsibility of the LICENSEE only and Maha-Metro shall have no legal obligations or liability towards the injured.

- 36.5. Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition.
 - 36.6. The Licensee agrees voluntarily and unequivocally to provide un-fettered access to the fire officer of Maha-Metro for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non-compliance may be treated as breach of contract and license shall be terminated.
 - 36.7. Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the Maha-Metro electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by Maha-Metro fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- 37.** "As is where is basis": -That the LICENSEE shall be licensed the said Spare Optical Fibre/premises, equipment's, installations, fittings and fixtures on "as is where is basis" and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of Maha-Metro in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. Licensee shall not be entitled to any compensation for any additions carried out by them in the licensed premises.
- 38.** Preparation of Spare Optical Fibre/Premises: - The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to Maha-Metro within 15 days of issue of LOA. Maha-Metro shall have the right to approve the LICENSEE's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by Maha-Metro shall be mandatory.
- As used herein, Preliminary plans and specifications shall mean schematic development documents, which shall consist of:
- a. General design notes
 - b. Single line floor plan
 - c. Electrical location plan
 - d. Equipment layout
 - e. Finish plan
 - f. Lighting, air-conditioning and miscellaneous electricity load required
 - g. Electrical wiring plan and telecommunication and data wiring
 - h. HVAC (Heating, Ventilation and Air Conditioning) drawing.
 - i. Precautions and standards for maintaining hygiene and cleanliness and disposal of solid waste and effluents.

- j. Provisions and measures for fire safety and firefighting.

39. Infrastructure Facilities

- 39.1. Maha-Metro will attempt to provide the services such as electricity, where committed in writing during the negotiation / Application process subject to availability and technical feasibility. Any delay in provision or supply of the above-referred services shall not be a reason for reduction of license fee or deferring of the same on this account.
- 39.2. Electricity: - As per terms and conditions given in PROVISION OF ELECTRICITY SECTION, all costs associated with provision of electricity shall be borne solely by the licensee. The Licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and costs associated in making provision of electricity.
- 39.3. Air-conditioning / Refrigeration Load: - The LICENSEE shall indicate the estimated power/load requirement including air-conditioning/ refrigeration load along with the electricity load distribution plan as part of the preliminary plan submissions. Air-conditioning/refrigeration within the said premises shall be arranged as required by the LICENSEE at his own cost. Capital cost of Air-conditioning if provided by Maha-Metro along with Maintenance cost will also be part of monthly / Lump sum rentals.
- 39.4. Telephone: -Maha-Metro may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the licensee from the telephone company at his own cost. Maha-Metro reserves the right to not to give such permission.
- 39.5. Encroachment: - The LICENSEE shall strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. In case, the Licensee encroaches upon the common area, circulating area or any other space then a fine / compensation @ INR. 500/- on the first occasion, INR. 2000/- on the second occasion and INR. 3000/- on the third occasion shall be imposed by Maha-Metro. Thereafter Maha-Metro reserves the right to revoke the license and forfeit the interest free security deposit.
- 39.6. Re-connection Charges: - The licensee voluntarily agrees to make reconnection charges of INR. 100/- per occasion for reconnection of utilities including electricity supply which may have been disconnected by the licensor for whatsoever reasons.
- 39.7. Security Arrangement: - The LICENSEE shall ensure safety and security of licensed space. Maha-Metro in any case shall not take any responsibility. However, in the event of any theft/loss of any nature, the licensee shall indemnify and keep indemnified Maha-Metro for any losses on this account.
- 40. Overall control:** - That the overall control and supervision of the premises shall remain vested with Maha-Metro who shall have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. Maha-Metro also reserves the right to enter the licensed premises to repair and replace the fixtures provided by Maha-Metro. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper precautions as advised by Maha-Metro shall be taken by license. The loss due

to obstruction so caused on the business of the licensee shall not be borne by Maha-Metro.

- 41. Services Provided by Maha-Metro:** - Reasonable security services for the station building, Cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by Maha-Metro may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, Maha-Metro shall not be liable to the LICENSEE therefore provided however that Maha-Metro shall use its best efforts to restore such services as soon as reasonably possible.
- 42. Maintenance & Repairs:** -
- 42.1. That the LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of Maha-Metro. If the major repairs or maintenance required to be carried out by Maha-Metro are not carried out within reasonable time, the LICENSEE will have the right to get the needful done and deduct the cost thereof from the amount payable to Maha-Metro.
- 42.2. Provided however, that the LICENSEE shall be at liberty, without any such consent as aforesaid, to have normal fixtures or fittings and electric appliances, installed in the Licensed Premises. The LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Demised Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- 43. Alterations and Renovations:** - The LICENSEE shall be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. The LICENSEE shall need to take prior written approval from Maha-Metro through a written notice prior to commencement of any alteration works and if necessary Maha-Metro reserves the right to ask for and review the renovation plan/drawings before providing consent.
- The LICENSEE shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by Maha-Metro including any extra security costs, which are caused by, or in connection with, the works shall also be to the LICENSEE s account. The occupant shall have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants shall be briefed on the requirements by Maha-Metro.
- 44. Signage:** - The LICENSEE shall have the right to put up signage- inside/or outside the premises only at the premises or site entrance. The signage may be illuminated or non- illuminated at the LICENSEE's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The LICENSEE shall need to obtain a written approval from Maha-Metro by way of a notice before putting up any form of signage and Maha-Metro reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls that may be issued by Maha-Metro.
- 45. Misuse:** - The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and Maha-Metro (Licensor) shall immediately terminate the said agreement.

All liabilities for misused charges and mis- user proceedings, if so initiated shall be that of the licensee only. The Licensee shall indemnify and keep indemnified Maha-Metro for any losses on this account.

- 46. Compliance with the Law:** - The premises and the fixtures and the appurtenances thereto (except those installed by Maha-Metro) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The LICENSEE at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Nagpur Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o CPM (Tele & AFC), Maha- Metro and GM (O&M), Maha-Metro. Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court High Court or any other judicial / quasi-judicial body / authority. The same shall be the responsibility of licensee.
- 47. Assignment and Subletting:** - Licensee confirms that he/they fully understand and confirm that the offered spare optical fibers along with the required space shall, at all-time belongs to Maha-Metro, and no interest in the same shall be created by the licensee. The Licensee may sub license, lease, sub lease or part with, partially or fully in any form with other Service Provider, offered spare optical fibers along with the required space provided prior approval shall be taken from Maha-Metro with all contractual liabilities to be restricted to the licensee only.
- 48. Taxes and Other Statutory Dues:** - The LICENSEE shall pay all charges, assessments, water and electricity rates and charges and any other charges /fee that may be levied, assessed or charged against the said premises. The LICENSEE shall also pay the following charges as applicable:
- a. Legal documentation charges as pertaining to the License.
 - b. Stamp duty on each document under Indian Stamp Act 1899.
 - c. Fee and other charges, as payable to appropriate authorities under law.
 - d. Any taxes and duties to statutory authorities. Service Tax and surcharge thereon as applicable from time to time shall also be paid by the licensee.
 - e. Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.
- 49. Insurance and Waiver of Liability:** - The LICENSEE shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) and any damage to Maha-Metro property occurring in the said premises, including death or injury and any damage to Maha-Metro property caused by the sole negligence of the LICENSEE or the LICENSEE's failure to perform its obligations under the agreement. Upon Maha-Metro's request, the LICENSEE shall submit to Maha-Metro, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the licensee agrees and undertakes to indemnify and hold the licensor (Maha-Metro) harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the licensor as a result of such default by the licensee.

- 50. Compliance with other acts:** - The LICENSEE shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to workers compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel and it is agreed they shall at no point of time be or construed to be employees of Maha-Metro and the LICENSEE shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Employee's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.
- 51. Employees conduct:** - The LICENSEE shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.
- 52. Other Penalty Clauses:** - Licensor reserves the right to impose the penalty on Licensee up to Rs. 5,000/-per offence on the following offences:
- 52.1. Not following the instructions of the Maha-Metro Administration Regarding Operation of licensed space even after 10 days from the date of issue of notice.
 - 52.2. Any staff of Licensee found in drunken condition / indulging in bad conduct.
 - 52.3. Any staff of the Licensee found without proper uniform and/or found creating nuisance on duty.
 - 52.4. Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
 - 52.5. Improper maintenance & defacement of the Metro Property.
 - 52.6. Dishonour of Drafts & Cheques given by Licensee in favor of Maha-Metro.
 - 52.7. Not following safety and security norms as may be indicated by authorized representative of Maha-Metro O&M department.
 - 52.8. Misbehavior with staff and commuters of Maha-Metro.
 - 52.9. Not following instructions issued by Maha-Metro from time to time and other violations of the contract agreement.
- 53.** All penalties mentioned in this agreement shall be doubled after completion of 3 years of license agreement.
- 54. Defaults by LICENSEE:** - The occurrence of any one or more of the following event shall constitute an event of default by the LICENSEE:
- 54.1. The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by Maha-Metro to the LICENSEE, provided however, that if the nature of the LICENSEE's default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion;
 - 54.2. The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to

bankruptcy;

54.3. The appointment of a trustee or receiver to take possession of substantially all of LICENSEE's assets; The attachment, execution or other judicial seizure of all of LICENSEE's assets.

55. Maha-Metro's Remedies: - Upon the occurrence of any event of default under the license agreement by the LICENSEE, then Maha-Metro in addition to other rights or remedies it may have, shall have the right to terminate/revoke the License agreement upon thirty (30) days of written notice to the LICENSEE and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed Premises and Maha-Metro may remove all persons and property from the licensed premises; such property may be removed and stored in any other place in the station building or in any other reasonably secure place for the account of and at the expense and risk of the LICENSEE. The LICENSEE hereby shall waive all claims for damages which may be caused by the re-entry of Maha-Metro and taking possession of the Licensed Premises or removing or storing the furniture and property as herein provided and shall save Maha-Metro harmless from any costs or damages occasioned Maha-Metro thereby, and no such re-entry shall be construed to be a forcible entry. Maha-Metro shall continue to reserve the right to enter into a separate license agreement for the said premises without any obligations or rights towards the original LICENSEE.

56. In case, Licensee is a Consortium, there shall be no change in Consortium's proposed shareholding structure as mentioned in the submitted Application, till the Completion of tenure of License agreement. If there are changes in the consortium structure before Completion of the tenure, the Licensee must take prior approval of Maha-Metro.

57. Dispute Resolution

Negotiation and Amicable Settlement: In the event of any dispute in connection with or arising out of this Agreement between the parties ("Disputes"), the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.

57.1. Adjudication:

57.1.1. If any dispute between the parties is not resolved through negotiations and amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.

57.1.2. The sole-member Adjudicator shall be nominated by the Managing Director of the Licensor (Maha-Metro) at his discretion. He may also be an officer of Maha-Metro, not below the rank of General Manager, but one who has not dealt with the subject contract or disputed matter. The remuneration of the Adjudicator shall be fixed by the Managing Director of Maha-Metro and shall be shared by both the parties. The Adjudicator shall reach a decision within 30 days or such period as agreed between the parties from the date of reference of the dispute.

57.1.3. If either party is dissatisfied with the Adjudicator's decision, then the party, on or before 30 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute to Arbitration, failing which the decision of the Adjudicator shall be final.

57.2. Arbitration: The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator / Arbitrators:

Amicable Resolution**57.2.1. No Legal action till Dispute Settlement Procedure is exhausted.**

Any and all Disputes shall be settled in accordance with the provisions of Article 16. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute Resolution Procedures set out in Article 16 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

57.2.2. Notice of Dispute

For the purpose of this Sub-Clause, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of takeover of the License Space by Maha Metro.

57.2.3. Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause. In the event this procedure fails to resolve the Dispute then;

Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause.

57.2.4. Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Licensor/Maha-Metro. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

57.2.5. Conciliation procedure

The Licensor/Maha-Metro shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Licensee who shall choose one of them to act as Conciliator and conduct

conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996” of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of Maha- Metro who would be Deputy HOD level officer and above. The Licensor/Maha-Metro and the Licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, then may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipts of notice by the Conciliator.

The parties shall not initiate, during the conciliator proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

57.2.6. Termination of Conciliation proceedings

The conciliation proceedings shall be terminated:

- a. By the signing of the settlement agreement by the parties on the date of agreement; or
- b. By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
- c. By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d. By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

57.2.7. Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the License Agreement or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- A. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the Licensor/Maha-Metro, shall be referred to arbitration. Other matters shall not be included in the reference.
- B. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Maharashtra Metro Rail Corporation Limited, Nagpur (MD/Maha Metro).
- C. The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

Number of Arbitrations: The Arbitral Tribunal shall consist of:

- a. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
- b. 3(Three) Arbitrators in all other cases.

57.2.8. Procedure for Appointment of Arbitrators: The Arbitrators shall be appointed as per following procedure:

- I. In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/ Maha Metro, the Licensor/Maha-Metro will forward a panel of 03 names to the Licensee. The Licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Licensor/Maha-Metro. In case the Licensee fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by Maha Metro then MD/Maha Metro shall appoint anyone Arbitrator from the panel of 03 Arbitrator as Sole Arbitrator.
- II. In case of 03 Arbitrators:
 - a. Within 60 days from the day when a written and valid demand for Arbitration is received by MD/Maha Metro, the Licensor/Maha-Metro will forward a panel of 5 names to the Licensee. The Licensee will then give his consent for any name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Licensor/Maha-Metro.
 - b. Licensor/Maha-Metro will decide the second Arbitrator. MD/ Maha Metro

shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Licensee, within 30 days from the receipt of the consent for one name of the Arbitrator from the Licensee. In case the Licensee fails to give his consent within 30 days of dispatch of the request of the Licensor/Maha-Metro then MD/Maha Metro shall nominate both the Arbitrators from the panel.

- c. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Licensee of from the larger panel of Arbitrators to be provided to them by Licensor/Maha-Metro at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director/ Maha Metro, Nagpur.
- d. If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his / their office/ offices or is / are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/Maha Metro fails to act without undue delay, the MD/Maha Metro shall appoint new Arbitrator/ Arbitrators to act in his/ their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
- e. The Licensor/Maha-Metro at the time of offering the panel of Arbitrator (s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Licensee.

57.2.9. Qualification and Experience of Arbitrators (to be appointed as per sub-clause above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

- a. Arbitrator shall be; a Working/ Retired Officer (not below E-8 grade in a PSU with which Maha -Metro has no business relationship) of any discipline of Engineering or Accounts/ Finance Department, having experience in Contract Management;

Or

- b. A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in Maha Metro or a PSU with which Maha Metro has a business relationship) of any Engineering discipline or Accounts/ Finance Department, having experience in Contract Management

or Retired Judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- c. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- d. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.
- e. It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.
- f. If the Licensee (s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Licensor/Maha-Metro/ Conciliator that the final demand is ready, he / they will be deemed to have waived his/their claim(s) and the Licensor/Maha-Metro shall be discharged and released of all liabilities under the License Agreement in respect of these claims.
- g. Arbitration proceedings shall be held at Nagpur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- h. The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time scheduled for conduct of Arbitration proceedings in a period of 180 days/365 days will be made available to Arbitral Tribunal for their guidance. Both the parties should endeavor to adhere to time scheduled for early finalization of Award.
- i. The Award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- j. A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral

proceedings but omitted from the arbitral award.

57.2.10. Interest on Arbitration Award

Where the arbitral award is for the payment of money, interest @ 15% per annum shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

57.2.11. Cost of Conciliation/ Arbitration

The fees and other charges of the Conciliator/ Arbitrators shall be as per the scales fixed by the Licensor/Maha-Metro from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Licensor/Maha-Metro or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Licensor/Maha-Metro and the Licensee. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges fixed by Maha -Metro.

57.3. **Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, the Court at Nagpur shall have the exclusive jurisdiction to try all disputes between the parties.

57.4. **Governing Law:** - This Agreement will be construed by and governed in accordance with the laws of India. The Parties submit to exclusive jurisdiction of the courts of Nagpur.

Notices: - That any notice under the terms of this License shall be in writing by registered post / Speed Post /delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities including day to day management, billing, cancellation / termination / surrender etc. shall be carried out from the office of the CPM (Tele & AFC), Maha-Metro or by his duly authorized representative. All Notice shall be addressed as follows:

If to Maha-Metro at,

Maharashtra Metro Rail Corporation Limited,
Metro Bhawan, VIP Road,
Near Deekshabhoomi,
Nagpur – 440 010.

If to LICENSEE at,

as Indicated in Page 1 of agreement

Annexure – I: Details of spare optical fibers and space offered for Licensing

SN	Reach	Station Name	GPS Cordinate		Available spare OFC pairs	Station to Station Details		Approx Distance in Meters
			Latitude	Longitude		From	To	
1	R1	MIHAN Depot	21° 2'28.07"N	79° 2'33.09"E	17	-	-	
2		Khapri	21° 2'49.95"N	79° 2'49.58"E	17	Khapri	Mihan	1200
3		New Airport	21° 3'57.21"N	79° 3'20.16"E	17	New Airport	Khapari	2040.00
4		South Airport			17	South Airport	New Airport	1527.50
5		Airport	21° 5'10.50"N	79° 4'57.52"E	17	Airport	South Airport	879.03
6		Ujwal Nagar	21° 5'47.62"N	79° 2'33.09"E	17	Ujwal Nagar	Airport	1164.60
7		Jaiprakash Nagar	21° 6'12.81"N	79° 3'49.73"E	17	Jaiprakash Nagar	Ujwal Nagar	811.85
8		Chatrapati Square	21° 6'33.08"N	79° 4'10.71"E	17	Chatrapati Square	Jaiprakash Nagar	635.35
9		Ajani Square	21° 7'5.76"N	79° 4'19.70"E	17	Ajani Square	Chatrapati Square	1040.55
10		Rahate Colony	21° 7'36.18"N	79° 4'31.55"E	17	Rahate Colony	Ajani Square	680.28
11		Congress Nagar	21° 7'55.83"N	79° 4'59.91"E	17	Congress Nagar	Rahate Colony	1072.39
12		Sitaburdi(Interchange)	21° 8'28.94"N	79° 4'57.52"E	17			
13	R2	Zero Mile	21° 8'42.84"N	79° 4'50.51"E	17	Zero Mile	Sitaburdi(Interchange)	628.89
14		Kasturchand Park	21° 9'15.29"N	79° 4'53.18"E	17	Kasturchand Park	Zero Mile	856.58
15		Gaddi Godam Sq	21° 9'40.25"N	79° 5'0.64"E	17	Gaddi Godam Sq	Kasturchand Park	837.54
16		Kadvi Chowk	21°10'7.13"N	79° 5'32.61"E	17	Kadvi Chowk	Gaddi Godam Sq	1207.42
17		Indora Chowk	21°10'25.37"N	79° 6'3.03"E	17	Indora Chowk	Kadvi Chowk	1028.86
18		Nari Road	21°10'46.51"N	79° 6'38.67"E	17	Nari Road	Indora Chowk	1157.79
19		Automotive Square	21°11'15.95"N	79° 7'19.10"E	17	Automotive Square	Nari Road	1230.46
20		Sitaburdi(Interchange)	21° 8'29.76"N	79° 4'59.99"E	17	Sitaburdi(Interchange)	Jhansi Rani Square	558.24
21	R3	Hingna Depot	21° 6'6.26"N	78°59'37.91"E	17	-	-	
22		Lokmanya Nagar	21° 6'30.34"N	78°59'52.62"E	17	Lokmanya Nagar	Hingna Depot	900
23		Bansi Nagar	21° 6'56.42"N	79° 0'43.26"E	17	Bansi Nagar	Lokmanya Nagar	1280.03
24		Vasudev Nagar	21° 7'8.72"N	79° 1'12.86"E	17	Vasudev Nagar	Bansi Nagar	812.84
25		Rachna Ring Road Jn	21° 7'17.20"N	79° 1'45.10"E	17	Rachna Ring Road Jn	Vasudev Nagar	1078.41
26		Subhash Nagar	21° 7'23.76"N	79° 2'27.88"E	17	Subhash Nagar	Rachna Ring Road Jn	1324.75
27		Dharampeth College	21° 7'43.53"N	79° 2'44.97"E	17	Dharampeth College	Subhash Nagar	811.99
28		LAD Chowk	21° 7'58.12"N	79° 3'17.13"E	17	LAD Chowk	Dharampeth College	1173.14
29		Shankar Nagar Square	21° 8'10.04"N	79° 3'41.55"E	17	Shankar Nagar Square	LAD Chowk	796.91
30		Institute Of Engineers	21° 8'18.31"N	79° 4'13.76"E	17	Institute Of Engineers	Shankar Nagar Square	904.59
31		Jhansi Rani Square	21° 8'25.75"N	79° 4'38.53"E	17	Jhansi Rani Square	Institute Of Engineers	851.19
32		Sitaburdi(Interchange)	21° 8'29.76"N	79° 4'59.99"E	17			
33	R4	Nagpur Railway Stn	21° 8'57.43"N	79° 5'24.48"E	17	Nagpur Railway Stn	Sitaburdi(Interchange)	1499.08
34		Dosar Vaisya Chowk	21° 9'10.45"N	79° 5'41.88"E	17	Dosar Vaisya Chowk	Nagpur Railway Stn	631.54
35		Agarsen Chowk	21° 9'3.69"N	79° 6'9.77"E	17	Agarsen Chowk	Dosar Vaisya Chowk	860.04
36		Chittar Oli Chowk	21° 8'58.64"N	79° 6'37.46"E	17	Chittar Oli Chowk	Agarsen Chowk	796.82
37		Telephone Exchange	21° 8'55.54"N	79° 7'5.18"E	17	Telephone Exchange	Chittar Oli Chowk	820.16
38		Ambedkar Chowk	21° 8'53.88"N	79° 7'46.56"E	17	Ambedkar Chowk	Telephone Exchange	1171.07
39		Vaishno Devi Chowk	21° 8'52.67"N	79° 8'11.49"E	17	Vaishno Devi Chowk	Ambedkar Chowk	715.70
40		Prajapati Nagar	21° 9'1.33"N	79° 8'57.22"E	17	Prajapati Nagar	Vaishno Devi Chowk	1355.68

Annexure “II”

Details of Space

Sr. No.	Location/Station Name	Approx. Area in Sq. Meters	Approx. Rack Space Area in Rack Units

Annexure “III”

The Acceptance Certificate

We hereby confirm commissioning of Spare Fibre Link between _____ to _____ with _____ number of Fibre Pairs. The link details are as follows based on the attached OTDR traces. The link is now ready and available for use of Licensee

From Station----- To Station -----

OTDR Reading:	TRACE	TRACE	DISTANCE	LOSS
_____ nm	DATE & TIME	Name	Mts.	(db)

Fiber No.1 A-B

1 B-A
Fiber No.2
A-B

2 B-A
Fiber No.
A-B

B-A

Power Reading Tx (dB)=0db,1550nm Tx-Rx(dB)

Fiber No.1 A-B

1 B-A

FiberNo.2 A-B

2 B-A

Link Distance (Kms):

Signature

Signature

Date

Date

For Licensee.

For Maha-Metro

Annexure-IV

Handing Over Note

Date: ___/___/___
_____/2021

Site Admeasuring _____ x _____ = _____ Sqm,

at Metro Station (site no./ Location of the site may be added).....is handed over to the licensee, through Shri.....of M/s _____office at..... on..... (date) at..... (time),

In the presence of

Licensee hereby acknowledge the receipt and assumes all responsibility of the above described site, as provided in the license Agreement, from the date and time stated above.

Licensee

Telecom & AFC Cell

MEP

Operations

Taking Over Note

Date:..... 2021

Vacant possession of the site No..... Admeasuring
.....*.....=..... Sqm, at..... Metro
Station is Taken over by SM/SC on(Date).....(Time)
from the Licensee Through Sh./Smt./M/s_____in the presence
of
.....

.....
.....
Licensee	S,T&AFC Cell	Operations