

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

CORRIGENDUM-II

SN	Clause No. & Part of Tender	Notified Description	Revised Description																																																																
1.	Clause No. 4.2 General Terms & Conditions: Point No. (4)(d)	Operate, manage and maintain the entire Optical Fiber and plans.	Operate, manage and maintain the entire Optical Fiber and plans which are laid by the bidder inside the stations.																																																																
2.	Clause No. 4.2 General Terms & Conditions: Point No. (7)	The subject Spare Optical Fibers shall be used for voice/data transfer by the Bidder along the fiber route in MAHA-METRO system only and MAHA-METRO reserves the right to ensure that there is no violation of the same.	The allotted Spare Optical Fibers shall be used for voice/data transfer by the Bidder along the fiber route in MAHA-METRO stations only, Local loop extension is allowed and the same is under the scope of the licensee. However, tapping in between the stations on viaduct is not allowed. MAHA-METRO reserves the right to ensure that there is no violation of the same.																																																																
3.	Clause No. 4.8 Operations & Maintenance: Point No. (1)	Licensee confirms that he/they fully understand and confirm that the offered spare optical fibers along with the required spaces shall, at all-time belong to Maha-Metro, and no interest in the same shall be created by the licensee. The Licensee also agrees not to sub license, lease, sub lease or part with, partially or fully in any form with other Service Providers, offered spare optical fibers along with the required spaces.	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 may 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 provided the prior approval shall be taken from Maha-Metro with all contractual liabilities to be restricted to the licensee only.																																																																
4.	Clause No.: 4.6 Charging of License Fee: Point No. (1)	<table border="1"> <thead> <tr> <th>S. No</th> <th>Item</th> <th>Rates for Licensing of Spare Optical Fibres</th> <th>Rates for Licensing of Space (If required and allotted)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>License Fee</td> <td>INR. 3,000/- Per Pair Per Km Per Month (Minimum)</td> <td>INR. 10,000/- Per Sq. mtr. Per Month INR. 250/- per Rack Unit of Rack Space</td> </tr> <tr> <td>2.</td> <td>Maintenance Charges</td> <td>-----</td> <td>INR. 3,500/- Per Month Per Station/Location</td> </tr> <tr> <td>3.</td> <td>Cable Tray Charges for use of existing cable tray **route</td> <td colspan="2">INR. 1,800/- per Month Per Station</td> </tr> <tr> <td>4.</td> <td>One- Time Supervision Charges</td> <td>INR. 25,000/- per station</td> <td>-----</td> </tr> <tr> <td>5.</td> <td>Usage Charges of Power</td> <td colspan="2">As per applicable rates in SOP of Maha-Metro, (approximately Rs. 7940/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.</td> </tr> <tr> <td>6.</td> <td>Back Up Power</td> <td colspan="2">If opted for subject to availability. Usage charges as worked out by Maha-Metro on actual shall be extra</td> </tr> <tr> <td>7.</td> <td>Interest Free Security Deposit</td> <td colspan="2">03 (Three) months license fee and space rent applicable for the first year of the License Agreement.</td> </tr> </tbody> </table>	S. No	Item	Rates for Licensing of Spare Optical Fibres	Rates for Licensing of Space (If required and allotted)	1.	License Fee	INR. 3,000/- Per Pair Per Km Per Month (Minimum)	INR. 10,000/- Per Sq. mtr. Per Month INR. 250/- per Rack Unit of Rack Space	2.	Maintenance Charges	-----	INR. 3,500/- Per Month Per Station/Location	3.	Cable Tray Charges for use of existing cable tray **route	INR. 1,800/- per Month Per Station		4.	One- Time Supervision Charges	INR. 25,000/- per station	-----	5.	Usage Charges of Power	As per applicable rates in SOP of Maha-Metro, (approximately Rs. 7940/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.		6.	Back Up Power	If opted for subject to availability. Usage charges as worked out by Maha-Metro on actual shall be extra		7.	Interest Free Security Deposit	03 (Three) months license fee and space rent applicable for the first year of the License Agreement.		<table border="1"> <thead> <tr> <th>S. No</th> <th>Item</th> <th>Rates for Licensing of Spare Optical Fibres</th> <th>Rates for Licensing of Space (If required and allotted)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>License Fee</td> <td>INR. 2,500/- Per Pair Per Km Per Month (Minimum)</td> <td>INR. 7,500/- Per Sq. mtr. Per Month INR. 250/- per Rack Unit of Rack Space per Month</td> </tr> <tr> <td>2.</td> <td>Maintenance Charges</td> <td>-----</td> <td>INR. 3,000/- Per Month Per Station/Location</td> </tr> <tr> <td>3.</td> <td>Cable Tray Charges for use of existing cable tray **route</td> <td colspan="2">INR. 1,500/- per Month Per Station</td> </tr> <tr> <td>4.</td> <td>One- Time Supervision Charges</td> <td>INR. 20,000/- per station</td> <td>-----</td> </tr> <tr> <td>5.</td> <td>Usage Charges of Power</td> <td colspan="2">As per applicable rates in SOP of Maha-Metro, (approximately Rs. 7,500/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.</td> </tr> <tr> <td>6.</td> <td>Back Up Power</td> <td colspan="2">If opted for subject to availability on first come first serve basis. Point No. (5) mentioned above is applicable here.</td> </tr> <tr> <td>7.</td> <td>Interest Free Security Deposit</td> <td colspan="2">03 (Three) months license fee and space rent applicable for the first year of the License Agreement.</td> </tr> </tbody> </table>	S. No	Item	Rates for Licensing of Spare Optical Fibres	Rates for Licensing of Space (If required and allotted)	1.	License Fee	INR. 2,500/- Per Pair Per Km Per Month (Minimum)	INR. 7,500/- Per Sq. mtr. Per Month INR. 250/- per Rack Unit of Rack Space per Month	2.	Maintenance Charges	-----	INR. 3,000/- Per Month Per Station/Location	3.	Cable Tray Charges for use of existing cable tray **route	INR. 1,500/- per Month Per Station		4.	One- Time Supervision Charges	INR. 20,000/- per station	-----	5.	Usage Charges of Power	As per applicable rates in SOP of Maha-Metro, (approximately Rs. 7,500/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.		6.	Back Up Power	If opted for subject to availability on first come first serve basis. Point No. (5) mentioned above is applicable here.		7.	Interest Free Security Deposit	03 (Three) months license fee and space rent applicable for the first year of the License Agreement.	
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5.	Clause No.: 4.6 Charging of License Fee: Point No. (6)	License Fee for spare optical fiber, license fee for space, cable tray charges and maintenance charges shall be increased annually by 7.5% on a compounding basis after completion of one year from the date of commencement of license fee of 1'st fiber/ space of this agreement.	License Fee for spare optical fiber, license fee for space, cable tray charges and maintenance charges shall be increased annually by 5% on a compounding basis after completion of one year from the date of commencement of license fee of 1'st fiber/ space of this agreement.																																																																



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6.	Clause No.: 4.6 Charging of License Fee: Point No. (1)(6)	Back-up Power- It opted, subject to availability. Chargeable extra at actuals.	If opted for subject to availability. Point No. (5) is applicable here.
7.	Clause No.: 4.6 Charging of License Fee: Note: Point No. (7)	License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum 1 Sq. Mtr. at selected location.	License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum 0.5 Sq. Mtr. at selected location.
8.	Clause No.: 4.8 Operations & Maintenance: Point No. (5)	Licensee agrees to pay & will continue to pay license fees & all dues, even if any or all the fibers are not functional or has/ have been dismantled for repair or upkeep etc. Licensee agrees that in the event of such dysfunction of the fibers, licensor will not be liable to pay any compensation to the licensee.	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 the Outage for upkeep/ repair be planned at least 1-2 working days in advance in coordination with Licensees and should be preferably planned between 12 midnight to 6AM.
9.	Clause No.: 4.8 Operations & Maintenance: Point No. (15)(8)	Non-submission of monthly statement of approved plan and actual utilized spares of fibers at each station.	Non-submission of quarterly statement of approved plan and actual utilized spares of fibers at each station.
10.	Clause No.: 4.10 Security & Other Services: Point No. (2)	Maha-Metro shall ensure availability of the allotted spare optical fibers to 99.9%. However, Maha-Metro shall not be liable for any compensation to the Licensee and Maha-Metro shall use its best efforts to restore such services as soon as possible.	Maha-Metro shall ensure availability of the allotted spare optical fibers to 99.5%. However, Maha-Metro 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.)
11.	Clause No.: 5.25 Stage of Activity	Delay in payment of License fee shall attract interest @ 24 % per annum on outstanding balance on due date.	Delay in payment of License fee shall attract interest @ 15% per annum on outstanding balance on due date.
12.	Tender Notice Clause No.: 21.1 of Volume-II	Licensee desirous of terminating or surrendering the license, shall give to Maha-Metro 6 months advance notice in writing of its intention to terminate the license.	Licensee desirous of terminating or surrendering the license, shall give to Maha-Metro 02 months advance notice in writing of its intention to terminate the license.
13.	Key Details Section	Tender Security/ EMD INR. 2,00,000/- (Rupees Two Lakh only) through e-payment gateway available on e-tender portal.	Tender Security/ EMD The Bid Security / EMD amounting be INR. 2,00,000 (Rupees Two Lakh only)) shall be in the form of Unconditional Bank Guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or Scheduled Commercial foreign bank having business office in India in the format provided in Bid Document. MSME is exempted from the Tender Security/EMD provided the firm submits the Registration Certificate and declaration in the format of Bid Form-XIII.
14.	Bid Forms I to XII	Bid Form XIII is added in Bid Forms I to XII. Format of Bid Form XIII is attached herewith this Corrigendum.



Bid Form No. XIII: Confirmation of MSME Certificate

Points need to be taken care of by Bidders:

- 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 [v] against the appropriate clause mentioned above.
- 4) Enclose a copy of the MSME / Udyog Aadhaar certificate in case clause no. 1 is applicable to you.

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.

