

Open E-Tender No: NMRC/Telecom/2024/349 "Leasing of Optical Fiber Cable and Rack space at NMRC Network"

Pre Bid meeting Date: 23.10.2024 (11:30 Hrs)

Place : Conference Room , Noida Metro Rail Corporation Ltd ,Sec-29 Noida -201301

1. M/s Dinesh engineers Limited

S.No	Clause No.	Existing Provision of RFP	Query Received	Clarification by NMRC
1	RFP Clause 2.5.15 a	License Fee for optical fibre and Rack space & other recurring charges, if any shall be increased and escalated by 7% p.a. On compounding basis after completion of every year of the License period from the date of Commencement of License Agreement.	It should be 3 to 4 % p.a.	No Change in RFP Conditions
2	RFP Clause 2.15.28	Sub-leasing/Sub-licensing of optical fibres is not allowed.	it should be removed. Successful bidder can lease the dark fiber to their client.	No Change in RFP Conditions
3	RFP Clause 6	Price Schedule for Leasing of Optical Fibers cable and Rack space at NMRC Network	There are two parameter in bidding process. Rack space cost should be fixed and leasing of fiber should be veriable to identify the H-1 Bidder.	H-1 will be decided on Highest bid received in each category i.e. H1 for fiber and H1 for Rack Space will be bench mark prices for allocation of fibers
4	RFP Clause 2.5.9	Tenure of License Agreement: The tenure of License Agreement shall be 10 (Ten) years subject to an initial lock-in period of 3 (three) years from date of handover of the first lot of optical fibre pair initially which can be extended for further 5 years on mutually agreed terms & conditions.	It should be 15+5 years, so that successful bidder can recover his cost.	No Change in RFP Conditions
5	NA		NMRC should give required fiber pair to successful bidder of their upcoming metro route on same price and condition.	Bidder to indicate as of fibers required for their use , NMRC will allocate to highest bidder on availability
6	NA		NMRC should allow the access 24/7 at Rack location to maintain the bidder SLA with their clients.	NMRC will allow to work during non - revenue hours However in case of emergency or special case NMRC can allow to work in reveue hours with prior permission from NMRC
7	NA	Avaibility of fiber pair is not mention in RFP.	Pls declare the avilability	No Change in RFP Conditions

2. M/s Space Telelink Limited				
S.No	Clause No.	Existing Provision of RFP	Query Received	Clarification by NMRC
1		Consortium /JV not allowed	Please allow Consortium	No Change in RFP Conditions
2	RFP Clause 2.5.7	NMRC shall ensure non-disruption of fibres to the level of 99.5%. In case of disruption time of Fibre exceeds 0.5% per quarter, NMRC shall provide 1% discount in License Fee for each 1.0% percent fibre disruption time in the concern quarter.	Please clarify for calculation, is this per fiber section as per route details in RFP	Refer RFP
3	RFP Clause 2.5.13	Charges Table Licensee shall pay the amount to NMRC on annual basis in advance all payments required as per details and rates indicated in the table below- 1. Licence Fee Including Maintenance Charges and cable tray charges (Optical Fiber Fees per FPKM + space charges per Sqm) 2. Usage Charges of Power: If opted for, subject to availability, as per Govt rates 3. Interest Free Electricity Consumption Deposit 4. Security Deposit / Performance Security	Please confirm if License Fees charges are calculated on Monthly value as mentioned in table under section 2.5.13	Please Refer Corrigendum-1
4	RFP Clause 2.5.28	Sub-leasing/Sub-licensing of optical fibres is not allowed.	Please allow subleasing	No Change in RFP Conditions
5	RFP Clause 4.1(b)	The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:	Please remove 200Km length clause if annual turnover criteria is met.	Please Refer Corrigendum-1
6	RFP Clause 4.1 (e)	Bidders shall have a minimum annual average turnover in last 3 (three) audited financial statements/year [i.e 2020-21, 2021-22 & 2022-23] of Rs 7.10 Cr (Seven Crore Ten Lakhs Only.The bidder shall upload audited financial statements of last three years (i.e FY 2020-21, 2021-22 & 2022-23) duly certified by the statutory auditor of the firm/company with	Please reduce turnover criteria as scope is 30 KM for Fiber leasing, which is close to 10Lakh license fees annually at reserve price, therefore 7.1 Cr is very high	No Change in RFP Conditions
7	RFP Clause BID BoQ	BOQ	Formula is incorrect in BoQ template for tax calculation Please clarify method to decide H1, (is it decided by total of both rows or line 1 for OFC per pair per KM)	H1 will be decided on Unit rate (Without GST),H-1 will be decided on Highest bid received in each category i.e. H1 for fiber and H1 for Rack Space will be bench mark prices for allocation of fibers

3. M/s ONREMOTE Technologies Pvt Ltd				
S.No	Clause No.	Existing Provision of RFP	Query Received	Clarification by NMRC
1		Consortium /JV not allowed	Please allow Consortium	No Change in RFP Conditions
2	RFP Clause 2.5.7	NMRC shall ensure non-disruption of fibres to the level of 99.5%. In case of disruption time of Fibre exceeds 0.5% per quarter, NMRC shall provide 1% discount in License Fee for each 1.0% percent fibre disruption time in the concern quarter.	Please clarify for calculation, is this per fiber section as per route details in RFP	Refer Corrigendum-1
3	RFP Clause 2.5.13	Licensee shall pay the amount to NMRC on annual basis in advance all payments required as per details and rates indicated in the table below- 1. Licence Fee Including Maintenance Charges and cable tray charges (Optical Fiber Fees per FPKM + space charges per Sqm) 2. Usage Charges of Power: If opted for, subject to availability, as per Govt rates 3. Interest Free Electricity Consumption Deposit 4. Security Deposit / Performance Security	Please confirm if License Fees charges are calculated on Monthly value as mentioned in table under section 2.5.13	Refer Corrigendum-1
4	RFP Clause 2.5.28	Sub-leasing/Sub-licensing of optical fibres is not allowed.	Please allow subleasing	No Change in RFP Conditions
5	NIT Clause 1.2	The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:	Please remove 200Km length clause if annual turnover criteria is met.	Refer Corrigendum-1
6	RFP Clause 2.4.2.2(3)	Bidders shall have a minimum annual average turnover in last 3 (three) audited financial statements/year [i.e 2020-21, 2021-22 & 2022-23] of Rs 7.10 Cr (Seven Crore Ten Lakhs Only.The bidder shall upload audited financial statements of last three years (i.e FY 2020-21, 2021-22 & 2022-23) duly certified by the statutory auditor of the firm/company with stamp, signature and self-certified by the participants as per Annexure 8(B) and as per details provided in Chapter 4 of RFP.	Please reduce turnover criteria as scope is 30 KM for Fiber leasing, which is close to 10Lakh license fees annually at reserve price, therefore 7.1 Cr is very high	No Change in RFP Conditions
7	BID BoQ	BOQ	Formula is incorrect in BoQ template for tax calculation Please clarify method to decide H1, (is it decided by total of both rows or line 1 for OFC per pair per KM)	H1 will be decided on Unit rate (Without GST),H-1 will be decided on Highest bid received in each category i.e. H1 for fiber and H1 for Rack Space will be bench mark prices for allocation of fibers
8	Annexure	Annexure 1	Information on section wise Number of available pairs require to mention our requirement.	No Change in RFP Conditions
9	RFP Clause 4.2	Evaluation and Selection of Bidder	Selection criteria is based on highest bidding value only and not on number of KM basis, If bidder take small section on highest price then 2nd or other bidder have to match the 1st bidder's price to take the fiber on lease which may not be viable for the project. pl. consider bid value and KM also for H1	No Change in RFP Conditions

4. M/s Space World Digital Solutions Pvt Ltd

S.No	Clause No.	Existing Provision of RFP	Query Received	Clarification by NMRC
1	RFP Clause Data Sheet Page 6_13	Consortium /JV not allowed	Requesting NMRC to reconsider the same and allow Consortium JV	No Change in RFP Conditions
2	RFP Clause 2-2.3 (h)	In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/ service charge shall be recovered from licensee on pro rata basis for the actual period of occupancy only. NMRC can recover these dues from the security Deposit of the Licensee. The applicable property tax/ Service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.	1. Does NMRC allows termination before expiry of contract. ie 10 Years by paying property tax? 2. What are the other charges applicable to Licensee in case of termination?	Refer RFP
3	RFP Clause 2-2.4 (7)	Commencement of License Fee License Fee shall commence from the date of handing over or deemed handing over whichever is earlier of first lot of fiber pair	License fees should commence from actual Handover date of fiber based on OTDR, How will NMRC going to calculate License fees and charges if handover is not done for the section, therefore request to remove Deemed handing over from clause.	No Change in RFP Conditions
4	RFP Clause 2-2.4 (9)	Payment Terms: the License Fee and other recurring charges for the first year shall be paid within 30 days from the date of acceptance of NOA	Payment should be done from 30 days from Invoice, as Invoice will depend on actual fiber handover and OTDR report. Refer query 3, this is related to this query no 4	No Change in RFP Conditions
5	RFP Clause 2-2.5 (2.5.2)	The stipulated fibres on the route shall be handed over to the licensee within 30 days from the date of receipt of full payment in accordance with Notice of Award (NOA) after joint testing of fibres. If the Licensee fails to take over the stipulated spare fibre within specified period, the stipulated fibres shall be deemed handed over to licensee on 30th day from the date of receipt of full payment in accordance with Notice of Award (NOA).	This clause does not match with Clause "Handover of the fiber" (Pg13_Sec2-2.4 (5)). Pg13_Sec2-2.4 (5) refer Fibre pair shall be handed over or deemed to be handed over within 30 days from the date of acceptance of NOA. Whereas Clause 2.5.2 refers deemed handed over and Fiber handed over from date of full payment.	No Change in RFP Conditions
6	RFP Clause 2-2.5 (2.5.4)	Licensee will be permitted to surrender space and power requirement as per site condition as a onetime option after the lock in period of three years. Beyond that no such surrender will be entertained. Payment will be as per actual usage	In case of surrendering space after 3 years, there is no charges will be levied on Licensee for vacated space, please confirm if understanding is correct.	Refer RFP
7	RFP Clause 2-2.5 (2.5.5)	The cable tray and space charges shall be applicable as stipulated in bid document.	Please confirm there is no additional charges for Maintenance and Cable Tray as it is included in License Fees (Which is Optical Fiber per FPKM rate and Space Cost- as per clause "Glossary- 9 and Clause 2.5.13	No additional Charges for cable tray
8	RFP Clause 2-2.5 (2.5.6)	Fibres shall be handed over within 30 days from the date of receipt of full payment as stipulated in Notice of Award (NOA). The Contract Agreement shall be registered in the Registrar office at the cost of the contractor. The License Agreement shall be executed within 45 days after payment of full dues as per the NOA. In case of delay in payment the case will be dealt as per clause 2.4 of RFP. The License agreement shall be required to be registered within 30 days of its execution.	1. Please refer query no 5 for full payment clause. Fiber needs to be handed over after Joint testing, post that invoice should be raised with 30 days payment term from date of Invoice 2. Clause 2.4 (3) refers Signing of License Agreement within 30 days from date of submission of License fee whereas clause here refer 45 days, please confirm	No Change in RFP Conditions

9	RFP Clause c2-2.5 (2.5.7)	NMRC shall ensure non-disruption of fibres to the level of 99.5%. In case of disruption time of Fibre exceeds 0.5% per quarter, NMRC shall provide 1% discount in License Fee for each 1.0% percent fibre disruption time in the concern quarter. The down time shall be reconciled on yearly basis and the adjustment shall be done in subsequent year.	Please confirm, if disruption is above 0.5% per quarter, discount will be same as % of disruption. (In case disruption is 0.7%, then 0.7% waiver will be given)	Refer Corrigendum-1
10	RFP Clause 2-2.5 (2.5.9)	Tenure of License Agreement: The tenure of License Agreement shall be 10 (Ten) years subject to an initial lock-in period of 3 (three) years from date of handover of the first lot of optical fibre pair initially	Please confirm if Licensee allowed to exit after Lock-In -Period and does not have any liability of paying Licensee fees charges, space charges or any other charges, except dues till serviceable period.	No Change in RFP Conditions
11	RFP Clause 2-2.5 (2.5.12)	Interest Free Security Deposit/Performance Security: Selected Bidder shall pay and submit NMRC Interest Free Security Deposit / Performance Security to NMRC Ltd equivalent to 12 (twelve) Months License Fee of the optical fibre licensed and Licensed Rack space. The Security Deposit / Performance Security shall be escalated and increased by 7% per annum on compounding basis after completion of every year of License Period.	Request to reduce security deposit amount as payments are made in advance and request not to escalate YoY.	No Change in RFP Conditions
12	RFP Clause 2-2.5 (2.5.13)	Licensee shall pay the amount to NMRC on annual basis in advance all payments required as per details and rates indicated in the table below- 1. Licence Fee Including Maintenance Charges and cable tray charges (Optical Fiber Fees per FPKM + space charges per Sqm) 2. Usage Charges of Power: If opted for, subject to availability, as per Govt rates 3. Interest Free Electricity Consumption Deposit 4. Security Deposit / Performance Security	1. In the table Licensee Fees is mentioned as Monthly Charges and Space charges does not mention anything. As per payment clause and clause 2.5.13 charges are annual basis, please clarify. 2. License Fee Charges have 2 components first is Optical Fiber Fees per FPKM and Second space charges per Sqm. 3. Please clarify what is Interest Free Electricity Consumption Deposit?? is this one-time charges or recurring charges 4. Serial number of charges seems to be incorrect starting from 1 and jump to 4.	Please Refer Corrigendum-1
13	RFP Clause 2-2.5 (2.5.15)	Payment Terms The License Fee of Optical Fibre (Including Cable Tray Charges and Maintenance Charges) , License Fee for optical fibre and Rack space & other recurring charges, if any shall be increased and escalated by 7% p.a. On compounding basis after completion of every year of the License period from the date of Commencement of License Agreement	Requesting change to YoY escalation to 5% like other govt RFP, please revise	No Change in RFP Conditions
14	RFP Clause 2-2.5 (2.5.20)	NMRC shall ensure the availability of the allotted spare optical fibres to 99.9%. However, NMRC shall not be liable for any compensation to the Licensee and NMRC shall use its best efforts to restore such services as soon as reasonably Possible.	This clause is not matching with clause 2.5.7, where NMRC agrees to pay penalty above disruption of 0.5% per quarter	Refer Corrigendum-1
15	RFP Clause 2-2.5 (2.5.28)	Sub-leasing/Sub-licensing of optical fibres is not allowed.	Request NMRC to allow subleasing	No Change in RFP Conditions
16	RFP Clause 3-3.8	Financial Bid: The bidders shall quote the Bid Variable for leasing of optical fibre and Rack space as the rate of License Fee and Rack space for the required length per year in the Financial Bid (BoQ). Evaluation would be on total License fees quoted per pair per KM per year and for rack spare per sq m per year.	BoQ have 2 separate lines for OFC per pair per KM and Rack Space for annual charges. How NMRC going to decide H1? will it be based on total amount for BoQ Line 1 and 2 or it is just line 1, or it is just line 2, please confirm. There is big delta in reserve price for OFC and Rack space (rack space charges are 4 times of OFC)	H-1 will be decided on Highest bid received in each category i.e. H1 for fiber and H1 for Rack Space will be bench mark prices for allocation of fibers

17	RFP Clause 4-4.1 (b)	<p>The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:</p> <p>Definition of Similar Works- The Bidder should have experience of leasing/Operation & Maintenance of Optical Fibre Cable (OFC) for minimum of 200 Km length in Govt/PSUs/Reputed Pvt Firms.</p>	<p>1. Please clarify if Licensee has leased OFC from any Govt/PSU for minimum 200km and paid license fees for the same, does that qualify for eligibility against this clause. 2. Please clarify if experience in any individual year qualifies for this eligibility. 3. Please clarify if any definition for Reputed Pvt Firm</p>	Refer Corrigendum-1
18	RFP Clause 4-4.1 (c)	<p>Bidders are required to enclose copies of the work orders and work completion certificate in support of the same with the Technical-Bid. Work Completion certificate clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work without proper and valid certificates from the Employers, bid will be rejected.</p>	<p>If eligibility is for leasing, where Licensee has leased OFC from any Govt/PSU for minimum 200km and paid license fees for the same, then what are the document required?</p>	Refer RFP
19	RFP Clause 4-4.1 (e)	<p>Bidders shall have a minimum annual average turnover in last 3 (three) audited financial statements/year [i.e 2020-21, 2021-22 & 2022-23] of Rs 7.10 Cr (Seven Crore Ten Lakhs Only. The bidder shall upload audited financial statements of last three years (i.e FY 2020-21, 2021-22 & 2022-23) duly certified by the statutory auditor of the firm/company with stamp, signature and self-certified by the participants as per Annexure 8(B) and as per details provided in Chapter 4 of RFP.</p>	<p>1. INR 7.1 Cr annual average turnover account to more than 2300 FPKM fiber network at INR 30,000 OFC per FPKM annual price. Requesting NMRC to reduce threshold as NMRC asked for security deposit to ensure Licensee credit worthiness. 2. If any company is in existence only for FY22-23 do they qualify to bid? 3. Request NMRC to allow consortium.</p>	No Change in RFP Conditions
20	RFP Clause 4-4.1 (e)	<p>Bidders shall have a minimum annual average turnover in last 3 (three) audited financial statements/year [i.e 2020-21, 2021-22 & 2022-23] of Rs 7.10 Cr (Seven Crore Ten Lakhs Only. The bidder shall upload audited financial statements of last three years (i.e FY 2020-21, 2021-22 & 2022-23) duly certified by the statutory auditor of the firm/company with stamp, signature and self-certified by the participants as per Annexure 8(B) and as per details provided in Chapter 4 of RFP.</p>	<p>Please modify Turnover criteria similar to DMRC Tender No: O&M/Tele/81. DMRC Tender had slab wise turnover criteria. Based on leasing KM scope turnover eligibility was defined, requesting to follow similar slab based turnover criteria: Recommending: 15 Lakh annual Turnover for 10KM, 31 Lakh for 10 to 50 Km (as per DMRC)</p>	No Change in RFP Conditions
21	RFP Clause 4-4.2 (e)	<p>The availability of fibre pairs in different sections is tabulated in Annexure 1. A bidder can quote for any number of fibre pairs for the 21 different Sections provided in Annexure 1 for each of the section. The bidder is advised to quote clearly the required fibre pairs in his financial bid (BoQ), otherwise his bid is likely to be rejected. The fibre pairs will be allotted section wise. The technically eligible Bidder, who quotes the highest License Fee shall be treated as the highest bidder. The bidder quoting the next highest rate will be treated as 2nd highest bidder and so on. First the number of fibre pair quoted for the by the highest bidder will be allotted. Thereafter, the 2nd highest bidder will be offered from the remaining pairs in, provided the 2nd highest bidder matches the rate of the highest bidder. If pairs are still remaining then the same will be offered to 3rd highest, 4th highest and so on, provided they match the rate of highest bidder. However, NMRC's decision will be binding and final.</p>	<p>BoQ have 2 separate lines for OFC per pair per KM and Rack Space for annual charges. How NMRC going to decide H1? will it be based on total amount for BoQ Line 1 and 2 or it is just line 1, or it is just line 2, please confirm. There is big delta in reserve price for OFC and Rack space (rack space charges are 4 times of OFC)</p> <p>Please add minimum 10 KM buying criteria How many fibers are available to bid (how many is laid by NMRC across these stations)</p>	<p>H-1 will be decided on Highest bid received in each category i.e. H1 for fiber and H1 for Rack Space will be benchmark prices for allocation of fibers</p>

22	RFP Clause 5-5.2.6 (i)	If the Agency fails to provide the services within the period fixed for such services in the contract or as extended or at any time repudiates the contract before the expiry of such period, the employer may terminate the contract without prejudice to his other rights. The total amount of liquidated damages, however, not exceed the limit of liquidated damages i.e.10 % of total Contract value, after which contract will be deemed as cancelled & PBG will be encashed by the Employer.	1. Termination clauses refer Contractor and Employer term, please provide clarity and details for this clause 2. In what case LD is applicable and how does this calculate.	No Change in RFP Conditions
23	BoQ	Line 2- Space charges	Formula looks incorrect in BoQ template, please clarify. Line 1 and Line 2 tax calculation is different	H1 will be decided on Unit rate (Without GST),H-1 will be decided on Highest bid received in each category i.e. H1 for fiber and H1 for Rack Space will be bench mark prices for allocation of fibers

This Minutes of Meeting is to be Stamped and signed by all prospective Bidders and will be part of Bid Submission