



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का एक संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

DMRC/20/III-821/2021

Dated: 10.06.2022

LETTER OF ACCEPTANCE

M/s Netz Infocom Private Limited,

213, 306, 3rd Floor, Gupta Complex, Inderlok,

New Delhi-110035

Mobile No. 9999033995

Email: netz.infocom@gmail.com

Sub: Contract- O&M/TELE/78: Licensing of optical fibres on multiple routes of DMRC network.

- Ref:** (i) Your online tender submission on e-tendering portal for the subject work opened on 31.12.2021.
- (ii) Online opening of the financial bids on 15.02.2022.
- (iii) DMRC's letter no. DMRC/20/III-821/2021 dated 12.05.2022 regarding Counter offer.
- (iv) M/s Netz Infocom Pvt. Ltd. Revised offer vide letter no. NIPL/DMRC/Corres/2022-23 dated 30.05.2022

Dear Sir,

1. With reference to above, Letter of Acceptance (LOA) is hereby issued to you for licensing of optical fibres for your quoted length of 86.50 Kilometres from the following sections of DMRC Network routes, at the rate of **INR 2,005.00 per Pair/km/Month** excluding all taxes & other charges as applicable, which works out to **Rs. 20,81,190.00** per year excluding all taxes & other charges as applicable in terms of RFP clause **3.3, 5.9, 5.10, 5.11 & 5.13**. The license fee will be escalated @20% on compounding basis after completion of every 3 (three) years of License Period. Initially, the licence fee shall be paid for the current/present year on prorata basis upto 31.12.2022.

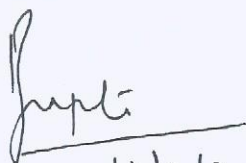
Signature/10/6/22

2. **Tenure of License-** The License Agreement shall commence from date of handing over of first lot of optical fibre pair. License Agreement shall be valid for a period of **Nine (09) years** subject to initial lock-in period of **2 (two) years** starting from the Commencement of License Agreement, unless otherwise terminated as provided in Termination clause of the agreement.

The optical Fibre pair shall be handed over or deemed to be handed over within 07 days of signing of License agreement, if you failed to take over the fibres, all the stipulated fibres shall be deemed to be handed over to you on 07th day of signing of license agreement.

Duration of License period shall be initially for 9 years which can be extended for another 6 years on mutually agreed terms & conditions. The tenure of license for the optical fibres and premises/space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.

3. In terms of clause 5.12 of RFP, there shall be a fitment period of 45 days commencing from the date of handing over of first optical fibre cable/space. The Licensee shall complete its fitment in all respects within the specified fitment period i.e. 45 days. The License Fee shall commence immediately after the expiry of fitment period of 45 days i.e., w.e.f. 46th day of date of handing over or date of deemed handing over of first optical fibre cable/space whichever is earlier. In case an existing licensee is having possession of the tendered optical fibre in a previous contract and is the successful bidder in this tender, no fitment period shall be applicable/provided.
4. The optical fibre length as detailed in **Annexure-A** is tentative and subject to change during handing over. At the time of handing over of the optical fibre as per Annexure-A, there may be a variation of up to (+/-)10 % from the tendered quantity subject to availability and feasibility at the sole discretion of DMRC & licence fee shall be adjusted accordingly on pro rata basis of the applicable/quoted license fee for actual fibre handed over. Interest free security shall however not be adjusted up to (+/-) 10% variation in handed over fibre from the tendered quantity.
5. Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC Ltd. equivalent to **12 (twelve) Months License Fee** of the optical fibre licensed as per clause 5.10 of RFP separately for each section/corridor which works out to total amount of Rs. **20,81,190.00/-** and other advance payments as detailed in Annexure-A. The Interest Free Security Deposit / Performance Security shall be


10/6/22

escalated and increased by 20% on compounding basis after completion of every 3 (three) years of License Period. Please refer RFP clause 7.3 (e) for the submission of Performance Security and other charges. The license fee/IFSD for space at stations shall be payable within 30 days from the handover of the first site to the licensee.

6. Further, Licensee shall pay all the other charges as applicable as per RFP Clause 5.11 to the DMRC within **30 days** from the Date of receipt of this LOA.
7. Licensee may note that in case of delay of LOA payment within 30 days from the Date of receipt of this LOA, the penal charges will be levied as per following table of RFP clause 7.3 (e):

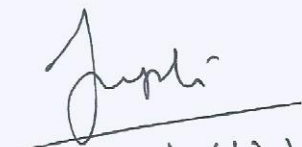
Days from date of issue of LOA	Rate of penal Interest
Up to 30 days (excluding the date of issue of LOA)	Nil
Delay up to 15 days	18% per annum
Delay beyond 15 days	24% per annum

GST will be charged extra on the above amount of Interest. The penal interest shall be charged for the entire period from the date of issue of LOA & on the balance amount remaining unpaid as per the LOA.

8. Payment of GST, as applicable (on recurring fee, etc.) and all other statutory taxes, statutory dues, local levies, stamp duty as applicable, Property Tax, any claims that may arise from the statutory authorities in connection with this license agreement etc., from time to time, shall be borne solely by the licensee.
9. The Bank Account details to deposit LOA payment are as under:

Name & address of Bank	Union Bank of India, F-14/15, Connaught place Branch, New Delhi-110 001
Account Name & no.	DMRC Acc.No-307801110050003
Account Type	Current
IFSC code	UBIN0530786

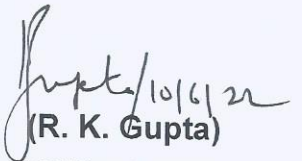
10. GM/Tele/O&M of this organisation will be the Nodal officer for this Contract. You are requested to contact the GM/Tele/O&M immediately for further necessary action in this matter.


10/06/22

11. It may be please noted that until a formal License Agreement is executed, this Letter of Acceptance will constitute a binding contract between you and the DMRC.
12. All other terms and conditions of the RFP document will remain unchanged. This letter is being sent to you in duplicate, you are requested to convey your unconditional acceptance for the same on one copy with signature and return the same to this office within one week of receipt of this LOA.

Thanking you,

Yours faithfully,


(R. K. Gupta)

Sr.GM/Contracts

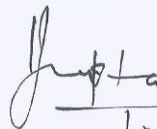
For and on the behalf of Delhi Metro Rail Corporation Ltd.

Encl: (1) One copy of this letter in duplicate.
(2) Annexure-A

Annexure-A

S. No.	Corridor	Approx. Fibre length per pair (in KM)	Total no. of fibre pair quoted	Total Length quoted (In KMs)	Approx. Interest free Security Deposit/Performance Security (Twelve months License Fees including GST@18%) as per clause 6 of LOA	Approx. Advance payment for current/first year (i.e. from JUNE 2022 to 31 Dec 2022)	
						Approx. License Fee for OFC @ Rs. 2005 Per Pair Per Km Per Month PLUS GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year PLUS GST@18%
1.	Shahadra to Shaheed Sthal New Bus Adda	14.8	01	14.8	4,20,183.84	2,45,107.24	78,483.22
2.	Jahangirpuri to Samaypur Badli	5.16	01	5.16	1,46,496.53	85,456.31	27,363.07
3.	Noida City Centre to Noida Electronic City	8.01	01	8.01	2,27,410.31	1,32,656.01	42,476.39
4.	Rajindra Place to Moti Nagar	5.26	01	5.26	1,49,335.61	87,112.44	27,893.36
5.	Mundka to Brigadier Hoshiar Singh	13.13	01	13.13	3,72,771.20	2,17,449.87	69,627.34
6.	Harkesh Nagar Okhla to Raja Nahar Singh station	29.32	01	29.32	8,32,418.26	4,85,577.32	1,55,481.61
7.	Central Secretariat to Kashmere Gate	10.82	01	10.82	3,07,188.46	1,79,193.27	57,377.59
Total =				86.50	24,55,804.20	14,32,552.45	4,58,702.58

Note: It may note that other charges to be paid by licensee as applicable in terms of RFP clause 5.11 are Licence Fee of space @ INR 79,008/- per sqm per year plus GST, Maintenance Charges of space @ INR 57,804/- per station per year plus GST and Cable Tray Charges for use of existing cable tray route @ INR 25,932/- per station per year plus GST. Electrical installation charges & usage of power will be paid as applicable as per RFP clause 5.11.


10/6/22



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का एक संयुक्त उपक्रम)

(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

DMRC/20/III-821/2021

Dated: 05.05.2022

LETTER OF ACCEPTANCE

M/s Sify Technologies Limited,

B-7, Sector 132, Noida,

Mobile No. 9958010585

Email: vaibhav.chandhiok@sifycorp.com, anuj.malhotra@sifycorp.com

Sub: Contract- O&M/TELE/78: Licensing of optical fibres on multiple routes of DMRC network.

- Ref:**
- (i) Your online tender submission on e-tendering portal for the subject work opened on 31.12.2021.
 - (ii) Post bid clarifications hosted on e-portal on 14.01.2022.
 - (iii) Your reply to post bid clarifications submitted online on 21.01.2022.
 - (iv) Online opening of the financial bids on 15.02.2022.
 - (v) DMRC's letter no. DMRC/20/III-821/2021 dated 24.03.2022 regarding negotiation meeting
 - (vi) Negotiation Meeting held on 28.03.2022.
 - (vii) Your letter No. Nil dated 29.03.2022 in response to DMRC's letter dated 24.03.2022.

Dear Sir,

1. With reference to above, Letter of Acceptance (LOA) is hereby issued to you for licensing of optical fibres for your quoted length of 296.07 KM from the various sections of DMRC Network routes attached as Annexure-A, at the rate of **INR 2,250.00 per Pair/km/Month** excluding taxes & other charges as applicable, which works out to **Rs. 79,93,890.00** per year excluding taxes & other charges as applicable in terms of RFP clause 3.3, 5.9, 5.10, 5.11 & 5.13. The license fee will be escalated @20% on compounding basis after completion of every 3 (three) years of License Period. Initially, the licence fee shall be paid for the current/present year on prorata basis upto 31.12.2022.
2. **Tenure of License-** The License Agreement shall commence from date of handing over of first lot of optical fibre pair. License Agreement shall be valid for a period of Nine (09) years subject to initial lock-in period of 2 (two) years starting from the Commencement of License Agreement, unless otherwise terminated as provided in Termination clause of the agreement.

The optical Fibre pair shall be handed over or deemed to be handed over within 07 days of signing of License agreement, if you failed to take over the fibres, all the stipulated fibres shall be deemed to be handed over to you on 07th day of signing of license agreement.

[Signature]
10/05/2022

(मेट्रो भवन, फायर ब्रिगेड लेन बाराखंबा रोड, नई दिल्ली-110001)

Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

Duration of License period shall be initially for 9 years which can be extended for another 6 years on mutually agreed terms & conditions. The tenure of license for the optical fibres and premises/space handed over subsequently shall be co-terminus with above period irrespective of date of actual handing over.

3. In terms of clause 5.12 of RFP, there shall be a fitment period of 45 days commencing from the date of handing over of first optical fibre cable/space. The Licensee shall complete its fitment in all respects within the specified fitment period i.e. 45 days. The License Fee shall commence immediately after the expiry of fitment period of 45 days i.e., w.e.f. 46th day of date of handing over or date of deemed handing over of first optical fibre cable/space whichever is earlier. In case an existing licensee is having possession of the tendered optical fibre in a previous contract and is the successful bidder in this tender, no fitment period shall be applicable/provided.
4. The optical fibre length as detailed in Annexure-A is tentative and subject to change during handing over. At the time of handing over of the optical fibre as per Annexure-A, there may be a variation of up to (+/-)10 % from the tendered quantity subject to availability and feasibility at the sole discretion of DMRC & licence fee shall be adjusted accordingly on pro rata basis of the applicable/quoted license fee for actual fibre handed over. Interest free security shall however not be adjusted up to (+/-) 10% variation in handed over fibre from the tendered quantity.
5. Licensee shall pay Interest Free Security Deposit / Performance Security to DMRC Ltd. equivalent to 12 (twelve) Months License Fee of the optical fibre licensed as per clause 5.10 of RFP separately for each section/corridor which works out to total amount of Rs. 94,32,790.20/- and other advance payments as detailed in Annexure-A. The Interest Free Security Deposit / Performance Security shall be escalated and increased by 20% on compounding basis after completion of every 3 (three) years of License Period. Please refer RFP clause 7.3 (e) for the submission of Performance Security and other charges. The license fee/IFSD for space at stations shall be payable within 30 days from the handover of the first site to the licensee.
6. Further, Licensee shall pay all the other charges as applicable as per RFP Clause 5.11 to the DMRC within 30 days from the Date of receipt of this LOA.
7. Licensee may note that in case of delay of LOA payment within 30 days from the Date of receipt of this LOA, the penal charges will be levied as per following table of RFP clause 7.3 (e):

Days from date of issue of LOA	Rate of penal Interest
Up to 30 days (excluding the date of issue of LOA)	Nil
Delay up to 15 days	18% per annum
Delay beyond 15 days	24% per annum

GST will be charged extra on the above amount of Interest. The penal interest shall be charged for the entire period from the date of issue of LOA & on the balance amount remaining unpaid as per the LOA.

Signature (05/05/22)

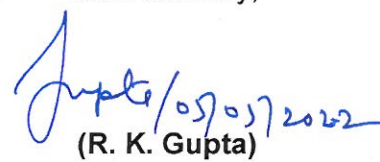
8. Payment of GST, as applicable (on recurring fee, etc.) and all other statutory taxes, statutory dues, local levies, stamp duty as applicable, Property Tax, any claims that may arise from the statutory authorities in connection with this license agreement etc., from time to time, shall be borne solely by the licensee.
9. The Bank Account details to deposit LOA payment are as under:

Name & address of Bank	Union Bank of India, F-14/15, Connaught place Branch, New Delhi-110 001
Account Name & no.	DMRC Acc.No-307801110050003
Account Type	Current
IFSC code	UBIN0530786

10. GM/Tele/O&M of this organisation will be the Nodal officer for this Contract. You are requested to contact the GM/Tele/O&M immediately for further necessary action in this matter.
11. You are instructed to register on the vendor payment portal of DMRC. The instructions to the same are provided in the enclosed Annexure-B.
12. It may be please noted that until a formal License Agreement is executed, this Letter of Acceptance will constitute a binding contract between you and the DMRC.
13. All other terms and conditions of the RFP document will remain unchanged. This letter is being sent to you in duplicate, you are requested to convey your unconditional acceptance for the same on one copy with signature and return the same to this office within one week of receipt of this LOA.

Thanking you,

Yours faithfully,


(R. K. Gupta)

Sr.GM/Contracts

For and on the behalf of Delhi Metro Rail Corporation Ltd.

Encl: One copy of this letter in duplicate

Annexure-A

S. No.	Corridor	Approx. Fibre length per pair (in KM)	Total no. of fibre pair quoted	Total Length quoted (In KMs)	Approx. Interest free Security Deposit/Performance Security (Twelve months License Fees including GST@18%) as per clause 5 of LOA	Approx. advance payment for current/first year (i.e. from May 2022 to 31 Dec 2022)
						Approx. License Fee for OFC @ Rs. 2250 Per Pair Per Km Per Month PLUS GST@18% Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year PLUS GST@18%
1.	Central Secretariat to Huda City Centre	31.30	01	31.30	9,97,218	6,64,812 1,89,693.03
2.	Yamuna Bank Station to Noida Electronic City	24.03	03	72.09	22,96,787.4	15,31,191.6 4,36,900.00
3.	Yamuna Bank Station to Vaishali	9.79	02	19.58	6,23,818.8	4,15,879.2 1,18,664.20
4.	Kirti Nagar to Brigadier Hoshier Singh	34.63	02	69.26	22,06,623.6	14,71,082.4 4,19,748.84
5.	Kashmere Gate to Raja Nahar Singh station	55.44	01	55.44	17,66,318.4	11,77,545.6 3,35,993.01
6.	Dwarka Sec-21 to New Delhi	24.20 Km	02	48.40	15,42,024	10,28,016 2,93,327.23
			Total =	296.07	94,32,790.20	62,88,526.80 17,94,326.31

Note: It may note that other charges to be paid by licensee as applicable in terms of RFP clause 5.11 are Licence Fee of space @ INR 79,008/- per sqm per year plus GST, Maintenance Charges of space @ INR 57,804/- per station per year plus GST and Cable Tray Charges for use of existing cable tray route @ INR 25,932/- per station per year plus GST. Electrical installation charges & usage of power will be paid as applicable as per RFP clause 5.11.

June/09/2022

Annexure-B

In order to facilitate contract management and ensure timely processing of requests made by the vendor, DMRC has implemented the Vendor Payment Portal that will allow the vendor to register themselves, raise payment requests, modify vendor information and request variation in contract. The portal will provide updates to the vendor and DMRC of the current status of the process and help to ensure timely action.

To register on the portal, follow these steps:

1. Go to: <https://vpp.dmrc.org>
2. Click on vendor sign up button
3. Enter the required contact information and contract details.
4. The information about nodal officer may be obtained from engineer-in-charge
5. Click on submit button.
6. You will get the message "Your request has been sent to the nodal officer for verification. Once verified, you will receive notification via email and sms".

In case of any queries, click the help button on the landing page:

1. Queries can be sent on the following email id : vpp.support@dmrc.org
2. User manual is available by clicking the button: "Download vendor user manual" on the help page.


05/05/22