



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-888/2022

Dated: 21.03.2023

LETTER OF ACCEPTANCE

M/s Atria Convergence Technologies Limited,

No. 1, 2nd & 3rd Floor, Indian Express Building,

Queen's Road,

Bangalore – 560 001

Email: Narendra.varma@actcorp.in

Sub: Contract- O&M/TELE-81: 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 18.11.2022.
 - (ii) Post bid clarifications hosted on e-portal on 15.12.2022.
 - (iii) Your reply to post bid clarifications submitted online on 26.12.2022.
 - (iv) Online opening of the financial bids on 18.01.2023.

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 249.81 KM from the various sections of DMRC Network routes attached as Annexure-A at the rate of **INR 5,010.00 per Pair/km/Month &** as Annexure-B at the rate of **INR 4,310.00 per Pair/km/Month which is** excluding taxes & other charges as applicable, which works out to total **INR 1,38,63,073.20 (Rupees One Crore Thirty Eight Lacs Sixty Three Thousand Seventy Three and Twenty paise only)** 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. The License Fees and other dues shall be payable annually in advance to DMRC, by the last working day of previous running year for allotted corridors.
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] 21/03/23

(मेट्रो भवन, 13 फायर ब्रिगेड लेन बाराखंबा रोड, नई दिल्ली-110001)

Metro Bhawan, 13, 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 30 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. 30 days. The License Fee shall commence immediately after the expiry of fitment period of 30 days i.e. w.e.f. 31st 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 & Annexure-B are tentative and subject to change during handing over. At the time of handing over of the optical fibre as per Annexure-A & Annexure-B, 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. 1,63,58,426.38/- and other advance payments as detailed in Annexure-A & B. 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

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21/3/23

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. Please note that Additional optical fibre over & above the tendered/Licensed quantity up to maximum of 25 % of the tendered/Licensed quantity may also be provided to the Licensees based on Availability & feasibility at the sole discretion of DMRC as per RFP clause 5.9.
10. 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

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

For the corridors offered @ INR 5,010 Per Pair Per Km Per Month

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 April 2023 to 31 Mar 2024)	
						Approx. License Fee for OFC @ Rs. 5,010 Per Pair Per Km Per Month Including GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Central secretariat to Hauz Khas	10.40	02	20.80	14,75,585.28	14,75,585.28	1,89,086.98
2.	Central secretariat to Kalka ji Mandir	12.61	03	37.83	26,83,720.73	26,83,720.73	3,43,901.94
3.	Rajouri Garden to Lajpat Nagar	19.87	01	19.87	14,09,609.59	14,09,609.59	1,80,632.61
4.	Kalka Ji Mandir to Hauz Khas	6.75	05	33.75	23,94,279.00	23,94,279.00	3,06,811.80
Total =				112.25	79,63,194.60	79,63,194.60	10,20,433.32

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.


21/03/23

For the corridors offered @ INR 4,310 Per Pair Per Km Per Month

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 April 2023 to 31 Mar 2024)	
						Approx. License Fee for OFC @ Rs. 4,310 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.	Samaypur Badli to Azadpur	8.425	01	8.425	5,14,174.38	5,14,174.38	76,589.32
2.	Azadpur to Vishwa vidyalay	4.315	01	4.315	2,63,342.72	2,63,342.72	39,226.46
3.	Vishwa vidyalay to Central secretariat	11.41	01	11.41	6,96,347.74	6,96,347.74	1,03,725.12
4.	Hauz Khas to Huda city centre	20.9	01	20.9	12,75,518.64	12,75,518.64	1,89,996.05
5.	Dwarka to Rajauri Garden	13.4	01	13.4	8,17,796.64	8,17,796.64	1,21,815.65
6.	Kalka Ji Mandir to NHPC	14.92	01	14.92	9,10,561.63	9,10,561.63	1,35,633.54
7.	Lajpat Nagar to Mayur Vihar Phase-I	9.9	01	9.9	6,04,193.04	6,04,193.04	89,998.13
8.	Mayur Vihar Phase-I to Anand Vihar ISBT	12.15	01	12.15	7,41,509.64	7,41,509.64	1,10,452.25
9.	Botanical Garden to Kalka Ji Mandir	15.7	01	15.7	9,58,164.72	9,58,164.72	1,42,724.30
10.	Hauz Khas to IGI Airport	10.82	01	10.82	6,60,340.27	6,60,340.27	98,361.59
11.	IGI Airport to Janakpuri West	10.61	01	10.61	6,47,524.06	6,47,524.06	96,452.54
12.	Dwarka to Najafgarh	5.01	01	5.01	3,05,758.30	3,05,758.30	45,544.51
Total =				137.56	83,95,231.78	83,95,231.78	12,50,519.44

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 12/21/31/23



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-888/2022

Dated: 18.05.2023

LETTER OF ACCEPTANCE

M/s Lightstorm Telecom Connectivity Private Limited,

Unit 1201, 12th Floor, Tower-B, Vatika Towers,
Golf course Road, Gurugram, Haryana – 122 003
Mobile No. 9821588162
Email: Rahul.tiwari@lightstorm .net

Sub: Contract- O&M/TELE-81: 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 18.11.2022.
(ii) Post bid clarifications hosted on e-portal on 15.12.2022.
(iii) Your reply to post bid clarifications submitted online on 23.12.2022.
(iv) Online opening of the financial bids on 18.01.2023.
(v) Counter offer sent vide DMRC's even letter dated 21.03.2023 & Extn. of validity of counter offer vide DMRC's letter dated 05.04.2023.
(vi) Acceptance of counter offer vide your letter no. nil dated 19.04.2023.

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 116.02 KM from the various sections of DMRC Network routes attached as Annexure-A at the rate of **INR 4,310.00 per Pair/km/Month**, as Annexure-B at the rate of **INR 4,166.00 per Pair/km/Month** which is excluding taxes & other charges as applicable, which works out to total **INR 59,17,575.84 (Rupees Fifty Nine Lacs Seventeen Thousand Five hundred Seventy five and Eighty Four paisa only)** 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. The License Fees and other dues shall be payable annually in advance to DMRC, by the last working day of previous running year for allotted corridors.
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

Signature 18/5/23

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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 30 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. 30 days. The License Fee shall commence immediately after the expiry of fitment period of 30 days i.e. w.e.f. 31st 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 lengths as detailed in Annexure-A & Annexure-B are tentative and subject to change during handing over. At the time of handing over of the optical fibre as per Annexure-A & Annexure-B, 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. 69,82,739.49/- and other advance payments as detailed in Annexure-A & B. 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.


18/5/23

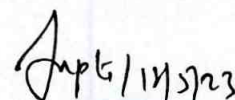
8. Payment of GST, as applicable (on recurring fee, etc.) and all other statutory taxes, statutory dues, local levies, stamp duty as applicable, Property Tax, any claims that may arise from the statutory authorities in connection with this license agreement etc., from time to time, shall be borne solely by the licensee.
9. Please note that Additional optical fibre over & above the tendered/Licensed quantity up to maximum of 25 % of the tendered/Licensed quantity may also be provided to the Licensees based on Availability & feasibility at the sole discretion of DMRC as per RFP clause 5.9.
10. 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

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

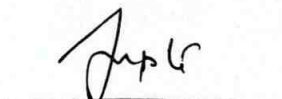
For and on the behalf of Delhi Metro Rail Corporation Ltd.

Encl: One copy of this letter in duplicate

For the corridors offered @ INR 4,310 Per Pair Per Km Per Month

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 01 June 2023 to 31 May 2024)	
						Approx. License Fee for OFC @ Rs. 4,310 Per Pair Per Km Per Month Including GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Hauz Khas to Huda City Centre	20.90	01	20.90	12,75,518.64	12,75,518.64	1,89,996.05
2.	Botanical Garden to Kalkaji Mandir	15.7	3	47.10	28,74,494.16	28,74,494.16	4,28,172.91
Total =				68.00	41,50,012.80	41,50,012.80	6,18,168.96

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.


18/5/23

For the corridors offered @ INR 4,166 Per Pair Per Km Per Month

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 01 June 2023 to 31 May 2024)	
						Approx. License Fee for OFC @ Rs. 4,166 Per Pair Per Km Per Month PLUS GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Yamuna Bank to Noida City Centre	16	02	32.00	18,87,697.92	18,87,697.92	2,90,903.04
2.	Noida City Centre to Noida Electronic City	8.01	02	16.02	9,45,028.77	9,45,028.77	1,45,633.33
Total =				48.02	28,32,726.69	28,32,726.69	4,36,536.37

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.

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18/5/23



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)

CIN: U74899 DL 1995 GOI 068150

दूरभाष Tel. : 23417910/12
फैक्स Fax : 23417921

DMRC/20/III-888/2022

Dated: 18.05.2023

LETTER OF ACCEPTANCE

M/s Sify Technologies Limited,
B-7, Sector 132, Noida,
Mobile No. 9829295574
Email: amit.kalla@sifycorp.com

Sub: Contract- O&M/TELE-81: 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 18.11.2022.
(ii) Post bid clarifications hosted on e-portal on 15.12.2022.
(iii) Your reply to post bid clarifications submitted online on 26.12.2022.
(iv) Online opening of the financial bids on 18.01.2023.
(v) Counter offer sent vide DMRC's even letter dated 21.03.2023 & Extn. of validity of counter offer vide DMRC's letter dated 05.04.2023.
(vi) Acceptance of counter offer vide your letter no. nil dated 19.04.2023.

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 80.94 KM from the various sections of DMRC Network routes attached as Annexure-A at the rate of **INR 4,310.00 per Pair/km/Month**, as Annexure-B at the rate of **INR 4,166.00 per Pair/km/Month** & Annexure-C at the rate of **INR 2,250.00 per Pair/km/Month** which is excluding taxes & other charges as applicable, which works out to total **INR 32,52,372.00 (Rupees Thirty two Lacs Fifty Two Thousand Three hundred and Seventy Two only)** 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. The License Fees and other dues shall be payable annually in advance to DMRC, by the last working day of previous running year for allotted corridors.
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

Page 1 of 6

[Signature] 18/5/23

(मेट्रो भवन, 13 फायर ब्रिगेड लेन बाराखंबा रोड़, नई दिल्ली-110001)
Metro Bhawan, 13, Fire Brigade Lane, Barakhamba Road, New Delhi-110001

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 30 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. 30 days. The License Fee shall commence immediately after the expiry of fitment period of 30 days i.e. w.e.f. 31st 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 lengths as detailed in Annexure-A, Annexure-B & Annexure-C are tentative and subject to change during handing over. At the time of handing over of the optical fibre as per Annexure-A, Annexure-B & Annexure-C, 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. 38,37,798.96/- and other advance payments as detailed in Annexure-A, B & C. 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.


18/5/23

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. Please note that Additional optical fibre over & above the tendered/Licensed quantity up to maximum of 25 % of the tendered/Licensed quantity may also be provided to the Licensees based on Availability & feasibility at the sole discretion of DMRC as per RFP clause 5.9.
10. 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

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

For the corridors offered @ INR 4,310 Per Pair Per Km Per Month

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 01 June 2023 to 31 May 2024)	
						Approx. License Fee for OFC @ Rs. 4,310 Per Pair Per Km Per Month Including GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Dwarka to Rajauri Garden	13.40	01	13.40	8,17,796.64	8,17,796.64	1,21,815.65
Total =				13.40	8,17,796.64	8,17,796.64	1,21,815.65

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.

JPL
18/5/23

For the corridors offered @ INR 4,166 Per Pair Per Km Per Month

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 01 June 2023 to 31 May 2024)	
						Approx. License Fee for OFC @ Rs. 4,166 Per Pair Per Km Per Month PLUS GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Yamuna Bank to Noida City Centre	16	02	32.00	18,87,697.92	18,87,697.92	2,90,903.04
Total =				32.00	18,87,697.92	18,87,697.92	2,90,903.04

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.


 19/5/23

Annexure-C**For the corridors offered @ INR 2,250 Per Pair Per Km Per Month**

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 01 June 2023 to 31 May 2024)	
						Approx. License Fee for OFC @ Rs. 2,250 Per Pair Per Km Per Month Including GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Rithala to Netaji Subhash Place	6.84	1	6.84	2,17,922.40	2,17,922.40	62,180.52
2.	Dwarka Sec-09 to Dwarka	7.70	1	7.70	2,45,322.00	2,45,322.00	69,998.54
3.	Barakhamba Road to Yamuna Bank	5.25	4	21.00	6,69,060.00	6,69,060.00	1,90,905.12
Total =				35.54	11,32,304.40	11,32,304.40	3,23,084.19

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.


18/5/23



CIN: U74899 DL 1995 GOI 068150

दूरभाष Tel. : 23417910/12

फैक्स Fax : 23417921

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-888/2022

Dated: 18.05.2023

LETTER OF ACCEPTANCE

M/s Hathway Cable and Datacom Limited,
805/806, Windsor, off CST Road,
Kalina, Santacruz (East), Mumbai-400098
Mobile No. 9582269134
Email: kpackiaraj@hathway.net

Sub: Contract- O&M/TELE-81: 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 18.11.2022.
(ii) Post bid clarifications hosted on e-portal on 15.12.2022.
(iii) Your reply to post bid clarifications submitted online on 26.12.2022.
(iv) Online opening of the financial bids on 18.01.2023.
(v) Counter offer sent vide DMRC's even letter dated 21.03.2023 & Extn. of validity of counter offer vide DMRC's letter dated 05.04.2023.
(vi) Acceptance of counter offer vide your letter no. nil dt 13.04.2023.

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 85.26 KM from the various sections of DMRC Network routes attached as Annexure-A at the rate of **INR 5,010.00 per Pair/km/Month**, as Annexure-B at the rate of **INR 4,310.00 per Pair/km/Month** & as Annexure-C at the rate of **INR 2,250.00 per Pair/km/Month** which is excluding taxes & other charges as applicable, which works out to total **INR 39,17,865.60 (Rupees Thirty Nine Lacs Seventeen Thousand Eight hundred Sixty Five and Sixty paise only)** 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. The License Fees and other dues shall be payable annually in advance to DMRC, by the last working day of previous running year for allotted corridors.
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 02 (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

Signature
18/5/23

Page 1 of 6

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 30 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. 30 days. The License Fee shall commence immediately after the expiry of fitment period of 30 days i.e. w.e.f. 31st 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 lengths as detailed in Annexure-A, Annexure-B & Annexure-C are tentative and subject to change during handing over. At the time of handing over of the optical fibre as per Annexure-A, Annexure-B & Annexure-C, 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. 46,23,081.41/- and other advance payments as detailed in Annexure-A, B & C. 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

Accepted / 11/5/23

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.

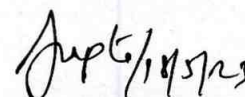
8. Payment of GST, as applicable (on recurring fee, etc.) and all other statutory taxes, statutory dues, local levies, stamp duty as applicable, Property Tax, any claims that may arise from the statutory authorities in connection with this license agreement etc., from time to time, shall be borne solely by the licensee.
9. Please note that Additional optical fibre over & above the tendered/Licensed quantity up to maximum of 25 % of the tendered/Licensed quantity may also be provided to the Licensees based on Availability & feasibility at the sole discretion of DMRC as per RFP clause 5.9.
10. 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

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

For the corridors offered @ INR 5,010 Per Pair Per Km Per Month

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 01 June 2023 to 31 May 2024)	
						Approx. License Fee for OFC @ Rs. 5,010 Per Pair Per Km Per Month Including GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Central secretariat to Hauz Khas	10.40	01	10.40	7,37,792.64	7,37,792.64	94,543.49
2.	Rajouri Garden to Lajpat Nagar	19.87	01	19.87	14,09,609.59	14,09,609.59	1,80,632.61
Total =				30.27	21,47,402.23	21,47,402.23	2,75,176.10

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.

Supa
18/5/23

For the corridors offered @ INR 4,310 Per Pair Per Km Per Month

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 01 June 2023 to 31 May 2024)	
						Approx. License Fee for OFC @ Rs. 4,310 Per Pair Per Km Per Month PLUS GST@18%	Approx. Maintenance charges for OFC @ Rs. 7704 Per Pair Per Km Per Year Including GST@18%
1.	Vishwa Vidyalay to Central Secretariat	11.41	01	11.41	6,96,347.74	6,96,347.74	1,03,725.12
2.	Dwarka to Rajauri Garden	13.40	01	13.40	8,17,796.64	8,17,796.64	1,21,815.65
Total =				24.81	15,14,144.38	15,14,144.38	2,25,540.77

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.

Supr
18/5/23

For the corridors offered @ INR 2,250 Per Pair Per Km Per Month

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 01 June 2023 to 31 May 2024)	
						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.	Barakhamba Road to Yamuna Bank	5.25	01	5.25	1,67,265.00	1,67,265.00	47,726.28
2.	Rajouri Garden to Barakhamba Road	15.14	01	15.14	4,82,360.40	4,82,360.40	1,37,633.50
3.	Yamuna Bank to Vaishali	9.79	01	9.79	3,11,909.40	3,11,909.40	88,998.15
Total =				30.18	9,61,534.80	9,61,534.80	2,74,357.93

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
18/5/23