

NOIDA METRO RAIL CORPORATION LIMITED

**Request for Proposal (RFP) Document for Licensing of Optical Fibres on N-GN
corridor of NMRC Network**

OPEN-E-Tender

Tender No. NMRC/TELECOM/DARK FIBER/176R/214/2022

Issued by:

**Noida Metro Rail Corporation (NMRC)
Limited Block-III, 3rd Floor,
Ganga Shopping Complex, Sector-29, Noida -201301, District Gautam Budh Nagar,
Uttar Pradesh, India**

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1. Notice Inviting Bid (E-Tender)

(NIT No.)

LICENSING OF OPTICAL FIBRE IN NMRC NETWORK

- 1.1. Noida Metro Rail Corporation Ltd. (NMRC) undertook the construction activities of Mass Rapid Transit System and the first Section was made operational on 26-01-2019. NMRC is presently operating a network comprising of 21 stations and a network of around 29 km approx. As of today, NMRC network comprises of single operational line i.e. Aqua Line.
- 1.2. NMRC has extensive Optical Fibre network along its metro route. In line with the National Telecom Policy, Noida Metro Rail Corporation plans to license out fibre pairs on its existing OFC network with dropping facility at metro station(s) in between, complying with the specification as per ITU- T recommendations G-652 working at 1310 nm/1550nm.
- 1.3. Since NMRC metro route is a dedicated elevated route and optical fibre is laid along the elevated route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies. NMRC may also provide space for placement of equipment, power supply etc. as per demand of the Licensee and availability & feasibility of space at station. In this reference, NMRC invites the Bid, through this RFP Document, from the interested eligible Telecom companies and other interested parties for expansion of their business by availing optical fibre on single route of NMRC network, offered on licence basis.
- 1.4. NMRC invites bids (through open e-tendering process)through this RFP document from eligible/interested Bidder(s), who may be a sole proprietorship firm, a partnership firm or a company incorporated under the Company Act 1956/2013 and having its registered office in India, or a combination of above in the form of Joint Venture (JV) or Consortium, for selection of a Licensee for "Licensing of Optical Fibres on N-GN route on NMRC network" as detailed in Annexure-1 as per Terms and Conditions of this Request for Proposal (RFP) document.
- 1.5. NMRC shall receive online Bids pursuant to this Request for Proposal (RFP) Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NMRC. Bidders shall submit bids online in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the NMRC premises at the stations / site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.
- 1.6. Salient features of Bidding Process:

- a) NMRC has adopted single stage two packet Bidding Process for selection of a suitable highest Bidder for granting License.
- b) For participation in online bidding process, the Bidder(s) has to be registered on e-tendering portal <http://etender.up.nic.in>. On registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on "online tendering process".
- c) Schedule of Bidding Process-

1.	Cost of Bid Document (Non-Refundable)	<p>Rs. 2360/- (Inclusive of GST).</p> <p>Cost of Tender Document shall be acceptable through online mode only i.e. RTGS/NEFT/IMPS. No other Mode of payment will be accepted. The details of bank account of NMRC to facilitate the payment is mentioned below.</p> <p>Detail of NMRC's authorized Bank name and Current account No. to which payments of Tender Cost are to be made is as follows: State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 A/c No. 37707840592 Noida Metro Rail Corporation Ltd.</p> <p>The Bidders will be required to upload scanned copies (duly attested by participant) of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference which must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.</p> <p>No copies of transaction of payment are required to be sent to this office in Physical form.</p> <p>Note: The payment of tender cost is accepted from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.</p>
2.	Bid Security/EMD.	<p>Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-4B of RFP at the time of online Bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.</p>

3	Tender Document available for sale on website	17.08.2022
4	Pre-Bid Meeting	29.08.2022 [15.00hrs]
5	Tender submission end Date and Time (online)	17.09.2022 [17.00hrs]
6	Date & Time of Opening of Technical bid	19.09.2022 (11:30)
7	Date & Time of opening of Financial Bid	Will be informed later on after the evaluation of Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation).
8	Validity of Bid	Up to 180 days from the last date of submission of Bid.

- Cost of RFP documents is to be submitted online and uploaded online

d) **Schedule of Various Stages:** The Licensee shall follow the following time lines:

SN	Stage of Activity	Time Period
1	NoA Payment- Payment of Interest Free Security Deposit/ Performance Security to NMRC Ltd. by Licensee equivalent to 12 months License fees as per schedule given in RFP along with advance License fees and other recurring charges for the first year + GST (as applicable).	Within 30 days from the date of issue of Notice of Award. Successful Bidder is required to pay required Interest Free Security Deposit/ Performance Security and any other amount i.e. total amount demanded in NOA within thirty days (30) of date of issue of Notice of Award(excluding the date of NOA). In case, the successful bidder fails to submit the same within 30 days from date of issuance of NOA, it may also be submitted within an extended period of 30 days i.e. within 60 days of date of issue of NOA along with interest payable to NMRC for the delayed payment as

		<p>follows:</p> <table border="1"> <thead> <tr> <th>Days from date of issue of NoA</th> <th>Rate of penal Interest</th> </tr> </thead> <tbody> <tr> <td>Up to 30 days (excluding the date of issue of NoA)</td> <td>Nil</td> </tr> <tr> <td>a) Delay up to 15 days</td> <td>18% per annum</td> </tr> <tr> <td>b) Delay beyond 15 days</td> <td>24% per annum</td> </tr> </tbody> </table> <p>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 NOA & on the balance amount remaining unpaid as per the NOA. The amount of penal interest shall be paid in the form of DD/PB/RTGS/NEFT in favour of Noida Metro Rail Corporation Limited.</p> <p>After 60 days of date of issuance of NOA, if the Bidder fails to comply with the NOA terms & conditions & fails to submit the required aforesaid NOA payment within 60 days of issue of NOA, the NOA may stand cancelled. No further request for extension in making payment of NOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.</p>	Days from date of issue of NoA	Rate of penal Interest	Up to 30 days (excluding the date of issue of NoA)	Nil	a) Delay up to 15 days	18% per annum	b) Delay beyond 15 days	24% per annum
Days from date of issue of NoA	Rate of penal Interest									
Up to 30 days (excluding the date of issue of NoA)	Nil									
a) Delay up to 15 days	18% per annum									
b) Delay beyond 15 days	24% per annum									
2	Signing of License Agreement	Within 45 days from date of receipt of full NOA payments.								

3	Duration of License period	3 years from the date of handing over of the first lot of optical fibre pair initially, which can be further extended for 3 years and again for another 3 years on mutually agreed terms & conditions and on negotiated rates after every 3 years of License period.
4	Handover of Fibre pair	Fibre pair shall be handed over or deemed to be handed over within 30 days of receipt of full NOA payment.
5	Commencement of License Agreement	License Agreement shall commence from the date of handing over of the first lot of optical fibre pair.
6	Commencement of License Fee	License Fee shall commence immediately after handing over of Optical fibre.
7	Registration of lease/License agreement	The registration of license agreement shall be done within 30 days of signing of the License agreement by the Licensee (registration fees, stamp duty etc. to be fully borne by the licensee) and the duly registered documents are to be submitted to NMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to NMRC for record. In case the registration of the license agreement /amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as "Material Breach of Contract". The Licensee will be given 30 days' time to cure the default. In case the licensee fails to remedies the default to the satisfaction of NMRC within the cure period of 30 days, NMRC may terminate the License agreement after the expiry of cure period duly forfeiting the interest free security deposit and any other amount paid by Licensee.

8	Payment Terms	The license fees and other dues shall be payable annually in advance to NMRC by the last working day of previous running year. However, the License Fee and other recurring charges for the first year shall be paid within 30 days from the date of issue of NOA (excluding the date of NOA). License fee shall be charged on the actual length of optical fibre measured from OTDR (Optical Time Domain Reflectometer) and area handed over to the Licensee.
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e) Bid Security: Bidder shall be required to submit Undertaking for Tender Security Declaration as per Annexure 4(B)

f) The "Cost of RFP Document" shall be accepted only in the form of RTGS/NEFT/IMPS for credit of the following NMRC account only. **Name of Bank:** State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301, IFSC Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd. Account Type-Current Account.** No other mode of payment will be accepted. Bidder(s) who fails to submit the "Cost of RFP Document" online on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of Bid. The bidder will be required to upload scanned copies of transaction of payment of tender cost at the time of submission.

g) Eligibility Criteria:

(i) Technical: The interested bidder must have Access Service License/IP Registration Certificate issued from Department of Telecommunication/NLD License/License as per provision under section 4 of Indian Telegraph Act 1885 or any other duly government authorised agencies or a telemarketer/OSP (other service provider) providing services through authorised telecom service provider, failing which the offer of such Bidders shall be considered technically invalid and shall not be considered at all. The Bidder shall be required to submit the declaration for the purpose of regulatory compliances as per format given as Annexure-"8A" of RFP Document along with supportive documents.

(ii) Financial:

Financial Eligibility criteria: Bidders shall have a minimum annual average turnover in last 3 (three) audited financial statements/year [i.e 2018-2019, 2019-2020 & 2020-2021] as per table given below:

S.No.	If the total length of Optical fibre pair required by bidder is (In Kms)	Annual average Turnover (in lacs)
1	Upto 10	16
2	More than 10 and up to 50	39
3	More than 50 and up to 100	67
4	More than 100 and up to 150	96
5	More than 150 and up to 250	152
6	More than 250 and up to 500	294
7	More than 500 and up to 1000	577
8	More than 1000 and up to 1500	861
9	Above 1500	1020

For calculation of turnover the total end to end length of the offered section as given in annexure-1 shall be considered.

The bidder shall upload audited financial statements of last three years (i.e 2019-2020, 2020-2021 & 2020-2022) 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.

Comment [N1]: May be deleted. It is duplicated at page 19

h) Bidder(s) are expected to carry out extensive survey of NMRC premises and analysis at their own cost, before submitting their respective Bid(s) for award of the License. NMRC shall provide necessary permission and assistance for the prospective Bidder(s) in this regard.

i) The Bid submissions must be made online after uploading the mandatory scanned documents towards "Cost of RFP Document", "Bid Security" and other documents as stated in RFP Document.

j) Bidder(s) shall note that the maximum file size that can be uploaded is 40MB. All the uploaded files in bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.

k) Bid(s) received after Last Date & Time of Submission (e-tender) of Bid online shall not be accepted under any circumstances.

l) NMRC/any other metro organisation (100% owned by government)/Ministry of Housing and Urban affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/ debarred business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure 7 as form of tender document.

ii) Also no contract of tenderer, executed in either individually or in a JV/consortium, should have been rescinded/terminated by NMRC after award during last 03 years (from the last day of previous month of tender submission) due to non-performance of the

tenderer or any of JV/Consortium member. The tenderer should submit undertaking to this effect in Annexure 7 of the tender document.

iii) In case at the subsequent date the successful bidder/Licensee is found to have been banned for business as given above, NMRC shall be at liberty to have full right to cancel the allotment of fibres and forfeit the interest free security deposit after adjusting any dues payable by the successful bidder/licensee. The bidder should submit undertaking for the above as per Annexure-7 of the tender document.

m) In case of a bid by a JV/Consortium of firms, following shall be abided by its members:

i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium/JV.

ii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.

iii) Any change in percentage stake of JV/Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to en cash Security Deposit/Performance Security and or to terminate the License Agreement after 30 days' notice.

iv) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.

v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.

vi) All members of such entity shall be jointly and severally liable for the performance of License agreement.

(n) The Bidders shall not have a conflict of interest that affects the Bidding Process. Any bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.

Comment [N2]: Duplicacy wrt page 19, 20

(o) Undertaking for downloading of tender document is to be submitted as per Annexure-9E.

(p) In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with tender conditions and suspension/banning policy, August 2019 at NMRC can be downloaded from tender section of NMRC website i.e. www.nmrcnoida.com.

1.7 The Bidders are advised to keep in touch with e-tendering portal

<http://etender.up.nic.in> for updates.

1.8 The bids submitted without cost of bid/RFP document by the bidders shall be out rightly rejected. The details of tender cost should be correctly uploaded and detail must match in the online submission. The bids received after stipulated date and time of submission of RFP shall be rejected out rightly.

1.9 NMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the NMRC for rejection of his proposal.

MD (NMRC)
Noida Metro Rail Corporation Ltd.

2. Disclaimer

- 2.1. This RFP document is not an offer but an online open invitation by NMRC to the Bidder(s) for participation in the online bidding process for selection of Licensee. This RFP document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 2.2. Information provided in this RFP to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the RFP document, if any, may be given, by the bidders, to the office of NMRC, immediately, by the bidders. If NMRC receives no written communication, it shall be deemed that the bidders are satisfied with the information provided in the RFP document.
- 2.3 NMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. NMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise arising in any way for participation in this Bid Stage.
- 2.4. **Represents and Warrants:**
 - (i) The Licensee represents and warrants to NMRC that-
 - a) it is duly organized, validly existing and in good standing under the laws of India;
 - b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
 - c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
 - d) it has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces/fibres;
 - e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
 - f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance

- required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- g) there are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
 - h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
 - i) it has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
 - j) no representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
 - k) the Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NMRC shall not be liable for the same in any manner whatsoever to the Licensee.
 - l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of NMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.
 - (ii) **Obligation to notify change:** In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify NMRC of the same.
- 2.5. The issue of this RFP document does not imply that NMRC is bound to select a bidder or to appoint the preferred bidder or licensee, as the case may be, for the grant of license and NMRC reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever. Bidders shall bear all its cost associated with or relating to the preparation and submission of its bid. The authority shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or outcome of the bidding process. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective bids for award of the license agreement. Any queries or request for additional information concerning this RFP document shall be considered only if it is submitted in writing.

2.6 This Bid Document may not be appropriate for all persons, and it is not possible for NMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

3. Objective & Scope of License

3.1. Objectives of License:

- a) Licensing of spare optical fibres on single route of NMRC network for use by agencies/Licensees.
- b) To augment non-operational revenue for NMRC through Licensing of Spare Optical Fibres in NMRC network.
- c) Position Noida Metro as a most sought-after location for use of Optical fibres.
- d) Provide value to the Corporate who uses Optical Fibre in Noida Metro.

3.2. Scope of License

- a) NMRC has extensive Optical Fibre network in Noida and Greater Noida region along its metro route. In line with the National Telecom Policy, Noida Metro Rail Corporation plans to license out multiple pair optical fibres on its existing OFC network with dropping facility at metro station(s) in between, complying with the specification as per ITU-T recommendations G-652 working at 1310 nm/1550nm.
- b) In this reference, NMRC invites the Bid from the interested Telecom companies and other interested parties for expansion of their business by availing optical fibre on different routes of NMRC network, offered on licence basis. NMRC may also provide space for placement of equipment, power supply etc. as per demand of the Licensee and availability & feasibility of space at station.
- c) The details of available Optical Fibres ready for licensing is enumerated in Annexure "1". Since NMRC metro route is a dedicated elevated route and optical fibre is laid along the elevated route, therefore, it is highly safe and reliable and is not prone to any damages/cuttings by external agencies.
- d) The Selected bidder will be licensed with optical Fibres detailed at Annexure-10.1 subject to terms and conditions specified in the License Agreement. The length of the fibres in every section shall be licensed to the Licensee according to clause 5.3 of this RFP.
- e) The fibres shall exclusively belong to the NMRC, without creating any right, title or interest of whatsoever nature in the said fibres in favour of the LICENSEE.
- f) The Licensee shall ensure compliance with permissible radiation limits for mobile towers as laid down by Municipal corporation/State Government/Department of Telecommunication from time to time.

3.3. Licensee shall be responsible for the following activities: -

- a) Appoint an authorised representative to interact with nodal NMRC representative to bring clarity in understanding of fibres, to coordinate and implement decisions taken.
- b) Operate, manage and maintain the entire optical fibre and plans.

- c) Management and use of optical fibre including providing adequate professionally trained manpower.
- d) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- e) Comply with all statutory requirements in connection with License Agreement.
- f) Ensure regular and timely payments of all amounts due to NMRC and discharge all obligations as per License Agreement.
- g) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.

h) The property tax/ service charge applicable on the licensed premises, if any, shall be paid by NMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the license at the start of every financial year (i.e. NMRC shall raise the demand by 15th April) and licensee shall pay/ submit to NMRC the property tax/ service charges demanded latest by the last day of the first month of every financial year (i.e. latest by 30th April of that year). This has been illustrated below for better understanding:

-Date of raising demand of property tax/ service charge for the Applicable financial year under consideration: By 15th April of the said year.

-Last Date of payment dues against property tax/ service charge to NMRC for financial year under consideration: By 30th April of the said year.

However, if for any reason NMRC does not raise the demand against property tax/ service charge for the financial year applicable under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/ service charge within 15 days from the date of raising of such demand by NMRC.

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material breach of Contract of License Agreement and NMRC shall initiate proceeding as mentioned in relevant clause of License agreement of material breach of contract conditions.

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 Interest Free security Deposit of the Licensee. The applicable property tax/ Service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. NMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to NMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from NMRC.

Designing of all units / structures to complement station architecture for installation of telecommunication equipment.

Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from NMRC.

- i) Licensee shall interface with Civil/Electrical/Signal & Telecom etc. during execution of work. Licensee shall also attend progress review meeting called on regular basis.
- j) Licensee shall also adhere to procedure of NMRC regarding release of electric supply and specification of materials to be used for use of electric supply, air conditioning work, fire protection system and fire NOC as detailed at Annexure10.6 and material specification for renovation/refurbish of premises as per Annexure10.5 of draft License agreement.

4. Eligibility criteria

4.1 All the conditions given below should be fulfilled by the bidder. In case the applicant/bidder doesn't fulfil any of these conditions, the offer of such applicants shall be considered technically invalid and shall not be considered at all.

4.2 Technical: The interested bidder must have Access Service License/IP Registration Certificate issued from Department of Telecommunication/NLD License/License as per provision under section 4 of Indian Telegraph Act 1885 or any other duly government authorised agencies or a telemarketer/OSP (other service provider) providing services through authorised telecom service provider, failing which the offer of such Bidders shall be considered technically invalid and shall not be considered at all. The Bidder shall be required to submit the declaration for the purpose of regulatory compliances as per format given as Annexure-"8A" of RFP Document along with supportive documents.

4.3 Financial Eligibility criteria: Bidders shall have a minimum annual average turnover in last 3 (three) audited financial statements/year [i.e. 2019-2020, 2020-2021 & 2021-2022] as per table given below:

S.No.	If the total length of Optical fibre pair required by bidder is (In Kms)	Annual average Turnover (in lacs)
1	Upto 10	16
2	More than 10 and up to 50	39
3	More than 50 and up to 100	67
4	More than 100 and up to 150	96
5	More than 150 and up to 250	152
6	More than 250 and up to 500	294
7	More than 500 and up to 1000	577
8	More than 1000 and up to 1500	861
9	Above 1500	1020

NOTE: For calculation of turnover the total end to end length of the offered section as given in annexure-1 shall be considered.

Comment [N3]: As per DMRC

Comment [R4]:

The bidder shall upload audited financial statements of last three years (i.e. 2019-2020, 2020-2021 & 2021-2022) duly certified by the statutory auditor of the firm/company with stamp, signature and self-certified by the participants as per Annexure 8(B). The bidder shall also upload audited financial statements including profit-loss account of above mentioned last three financial years. In case of JV/consortium each relevant member of the JV consortium shall upload & submit the relevant audited financial statement. In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from their statutory auditor certifying that 'the balance sheet for 2020-2021 has actually not been audited so far'. In such a case the financial data audited of financial year 2017-2018 may be submitted, which will be taken into consideration for

evaluation. If audited balance sheet of last three preceding years (other than the last financial year) is not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

In case of a Bid by a JV/Consortium of firms, following shall be abided by their members:

- (i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of 'A's total turnover and 30% of 'B's total turnover will be taken into consideration for evaluation of eligibility of the JV).
- (ii) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of License Agreement.
- (iii) Any change in percentage stake of JV/Consortium members without prior written approval of NMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NMRC to en cash interest free Security Deposit/Performance Security and to terminate the License Agreement after 30 days' notice.
- (iv) Minimum percentage stake of any member in JV/Consortium during license period (including lock-in period) shall not be less than 15%.
- (v) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/Consortium.
- (vi) All members of such entity shall be jointly and severally liable for the due performance of License agreement.

4.4 Bidder/ SPV (either as single entity or as a member of JV/ Consortium or SPV of JV/Consortium/Single Entity) having any existing lease/ license agreement of NMRC property(ies), will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee/licensee:

- a) If the lessee/ licensee have any dues pending against invoices raised by NMRC before 31.12.2019.
- b) has any case wherein leased/ licensed space/premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after pre-mature termination/ surrender of lease.
- c) has any case wherein possession of any licensed/lease space/premises has not yet been taken over by them due to reasons attributable by them.
- d) has an unresolved case of non-vacation of encroached area including encroachment of common areas/circulating area or any other space which has not been licensed to them even after a notice has been issued to vacate.
- e) has not opened the escrow account for the license/lease agreement(s) of NMRC in which there is a provision of opening of escrow account.
- f) has not ensured that sub-lessees (in case of sub leasing of fiber) are making all the payments whatsoever through escrow account and does not remit all NMRC dues through said Escrow account, if escrow account is opened.

In case the bidder is NMRC's existing lessee/licensee/concessionaire for some other space licensed/leased/concessionaire out by NMRC, the bidder is required to submit the details by duly filling up Annexures 8C & 8D. In case the bidder is not an existing lessee/licensee/concessionaire of NMRC, the fact shall be clearly stated in the Annexures.

- 4.5 If there is any misinterpretation of facts by the bidder in their bid submission, the same will be considered as “fraudulent practice” and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contract or other applicable laws/rules.

5. General Terms for Licensing Optical Fibre in NMRC Network

- 5.1. Optical Fibres available for bidding on different routes of NMRC shall be used as per existing regulatory norms by the Bidder and NMRC reserves the right to ensure that there is no violation of the same. The selected Bidder shall also be required to take, prior approval from all the relevant authorities, DoT, TRAI, legal, statutory, etc. as per the applicable laws for operation of business.
- 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).
- 5.3. The optical fibres shall be allotted to the bidders according to the following conditions:
The Fibre length mentioned in this RFP is tentative and actual length to be considered for leasing will be as per OTDR (optical Time Domain Reflectometer) readings jointly checked at the time of handover of Fibre pair.

NMRC may also provide space for placement of equipment, power supply etc. as per demand of the Licensee at station as per charges mentioned in Draft License Agreement. The minimum space provision will be of size 01mX01m i.e.1 sqm (minimum chargeable area) and space usage by bidder below 01mX01m will also be charged for the min size of 01 sqm. Any requirement of space above 01 sqm will be made available as per charges mentioned in clause 5.11 below, subject to feasibility and availability. 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.

- 5.4. Dropping of fibres may be permissible subject to availability and feasibility at stations only. The activity of dropping of fibres, pass through of fibres either by patching or splicing shall be the responsibility of licensee under the supervision and guidance of NMRC telecom staff at his own risk and cost. The cable tray and space charges shall be applicable as stipulated in bid document. Wherever licensee uses the dropping facility, the optical fibre cable used by them for elevated stations shall be FRLS type.
- 5.5. The payment of License fee and other recurring dues for the first year shall be paid within 30 days of date of issue of Notice of Award. The payment of License fees for subsequent years including recurring charges would be payable in advance on annual basis. Fibres shall be handed over within 30 days from the date of receipt of full payment as stipulated in Notice of Award (NOA). 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 6.11 of draft license agreement. The License agreement shall be required to be registered within 30 days of its execution.
- 5.6. 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.

- 5.7. Bidders shall be liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall be unable to fulfil the requirements of the project or of the technical/eligibility criteria at any stage.
- 5.8. Tenure of License Agreement: The tenure of License Agreement shall be 03 (Three) 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 3 years and again for another 3 years on mutually agreed terms & conditions and on negotiated rates after every 3 years of license period (i.e. 3 + 3 + 3 basis). Tenure of the License Period of the Optical Fibre or Space handed over subsequently shall be coterminous with above period irrespective of date of actual handing over.
- 5.9. The optical fibre as detailed in Annexure-1 is tentative and subject to change. At the time of handing over of the optical fibre as per annexure 1, there may be a variation of up to (+/-)10% from the tendered quantity subject to availability and feasibility at the sole discretion of NMRC & 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.

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 Licensee based on Availability & feasibility at the sole discretion of NMRC. **Interest free security deposit shall be increased & updated for any allotment beyond (+/-) 10% of the originally allotted/tendered fibre. The Tenure of such additional allotted optical fibre shall be Co-terminus with the tenure of the License agreement for the originally allotted optical fibre.**

- 5.10 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 space as per Annexure-10.1 & 10.2 of Draft License Agreement (DLA). **The Interest Free Security Deposit / Performance Security shall be escalated and increased by 7% per annum on compounding basis after completion of every year of License Period. Interest Free Security Deposit/ Performance Security shall be paid as follows:-**

- a). Interest Free Security Deposit up to Rs. 10 lakhs shall be paid in form of DD/PO only. For amount exceeding Rs. 10 lakhs initial Rs. 10 lakhs shall be paid in the form of DD/PO in favour of Noida Metro Rail Corporation Ltd and for remaining amount exceeding Rs. 10 lakhs; minimum 50% of the IFSD shall be paid in form of DD/PO (up to a maximum of Rs. 50 lakhs) & balance or 50 % amount of the IFSD shall be paid in form of Bank Guarantee/DD/PO in favour of Noida Metro Rail Corporation Ltd and payable at Noida. IFSD shall be paid and deposited as follows.
- b). The Interest Free Security Deposit/ Performance Security which is submitted in the form of Demand/Bank Draft/PO shall be issued from a Scheduled Commercial Bank based in India in favour of "Noida Metro Rail Corporation Ltd." payable at Noida.
- c). Irrevocable Bank Guarantee issued for IFSD shall be in the prescribed format of NMRC Ltd. (Annexure-10.4) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to NMRC, from/payable at its branches located in Noida. The Bank Guarantee shall be valid for at least three years from the

Comment [N5]: Need to revisit care fully

date of its issue & shall be extended and renewed for further period of three years on rolling basis well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en cashed by NMRC without any prior intimation to the licensee. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en cashed by NMRC without prior intimation to the licensee.

- d). In case of joint venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is also acceptable.
- e). Interest Free Security Deposit/Performance Security shall be paid/updated at the applicable rate for the new additional location/fibre allotted and handed over as detailed in clause 5.9 above.

‘As is where is basis’: The Licensee shall be licensed with the said Licensed optical fibre, Premises, space, installations, fittings and fixtures on ‘as is where is basis’ and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of NMRC in writing and when permitted by the NMRC the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled for any compensation for any additions/alterations carried out by them in the Licensed Premises and the same shall vest in NMRC. The Licensee shall install their own fixtures and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DoT and such other Statutory Authorities at its own cost and expense.

Goods and Service Tax (GST) and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. The property tax applicable, if any on the property of NMRC shall be borne by the licensee. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government/Authority. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License.

Comment [N6]: These lines were not found in hard copy of RFP.

- 5.11. Licensee shall pay to NMRC annually in advance all payments required as per details and rates indicated in the table below-

S. No	Item	Rates for Licensing of Optical Fibres per pair per Km per month	Rates for Licensing of Space (If required and allotted) subject to Minimum chargeable area of 1 sqm at each location
1	Licence Fee	xxxx accepted rates of selected bidder subsequent to Bidding Process + GST	Rs. 6584/- per sqm per month + GST
2.	Maintenance Charges	Rs. 642/- per pair per Km per month + GST	Rs. 4851/- per station per month + GST
3.	Cable Tray Charges for use of existing cable tray route	Rs. 2161/- per Station Per month + GST (as per DLA)	
4.	Usage Charges of Power	If opted for, subject to availability, as per DISCOM rates and associated deposits and charges as applicable from time to time on back to back basis	
5.	Interest Free Electricity Consumption Deposit	Rs.xxxx/- Per KVA (As per UPERC policy applicable from time to time)	
6.	Interest Free Security Deposit / Performance Security	12 months license fee for OFC and space applicable for the first year of the License Agreement.	

Comment [N7]: Not to be shared in RFP

5.12 Commencement of License Fee: The License Fee shall commence immediately after the date of handing over or date of deemed handing over of optical fibre cable/space whichever is earlier.

5.13 Payment Terms:

a) **The License Fee of Optical Fibre, License Fee of space, Cable Tray Charges and Maintenance Charges for optical fibre and 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.**

b) The payment of License fee and other recurring dues for the first year shall be paid within 30 days from the date of issue of Notice of Award (excluding the date of NOA). The payment of License fees for subsequent years including recurring charges would be payable in advance by the last working day of previous running year on annual basis.

c) The allotment of fibres shall be done according to the clause 5.3 of the RFP.

Accordingly, the license fee shall be charged to the licensee. It may be noted that Fibre length mentioned in the RFP is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.

d) The License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum chargeable area of 1 (one) Sqm at each location.

5.14 All taxes and duties imposed by Central/ State government or local bodies shall be extra and shall be paid by Licensee. GST and any other statutory levies as and when specified by Govt. shall be payable by Licensee. However, property tax, if any shall be borne by NMRC.

5.15 The reconciliation of License Fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of License Fee payable to NMRC shall be carried out along with payment of License Fee of next year.

5.16 The payment of dues should be preferably paid by RTGS/NEFT for credit of the designated A/c of Noida Metro Rail Corporation Ltd after obtaining prior approval of NMRC and complying with the laid down procedure. Licensee may submit the dues in the form of demand draft /PO in favour of Noida Metro Rail Corporation Ltd, payable at Noida.

5.17 Sub-leasing/Sub-licensing of optical fibres is not allowed.

Comment [p8]: Added clause of subleasing

6. Submission of Bids by Bidders

- 6.1. No Bidder shall submit more than one Bid for this RFP document. Notwithstanding to anything contrary contained in this RFP, the detailed terms specified in the draft License Agreement (Annexure-10) shall have overriding effect; provided, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 6.2. For participation in e-tendering process, the Bidder(s) has to be registered on NMRC's e-tendering portal e-procure.gov.in/eprocure/app. on registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed, prospective bidder can be imparted training on "online tendering process".
- 6.3. The Bid should be furnished in the format at Annexure 2-9I, clearly providing the details. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be valid. The bid documents shall be signed by the Bidder's Authorised Signatory.
- 6.4. Cost of RFP Document: Bidders are required to deposit non-refundable Cost of RFP Document (as specified in Notice Inviting Bid/Tender) for its Bid. The Cost of RFP Document shall be acceptable the form of RTGS/NEFT/IMPS for credit of the following NMRC account only. **Name of Bank:** State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301, IFS Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd. Account Type-Current Account.** The scanned copies of transaction receipt for payment of RFP document cost shall be uploaded on line along with bid. The Bids of the Bidders who fail to submit the cost of RFP Document on line before the prescribed date and time shall be summarily rejected.
- 6.5. Tender Cost:
 - a) The "Cost of RFP Document" shall be accepted only in the form of RTGS/NEFT/IMPS for credit of the following NMRC account only. **Name of Bank:** State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301, IFSC Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd. Account Type-Current Account.** No other mode of payment will be accepted. Bidder(s) who fails to submit the "Cost of RFP Document" online on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of Bid. The bidder will be required to upload scanned copies of transaction of payment of tender cost at the time of bid submission.
 - b) Bidders are required to submit Annexure 4(B) for Undertaking for Tender Security Declaration.

6.6. NMRC has adopted single stage Two packet bidding process comprising of Technical bid and Financial Bid for selection of a suitable highest Bidders for granting of License. The bid shall be submitted online by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner as prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder by the same due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing and confirming that the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been submitted.

6.7 Technical Bid:

The Bidder shall upload scanned copies of, subject to minimum of following documents in Technical Bid. In case any or all of the provisions mentioned above are not applicable, Bidder should give a declaration to that effect. Non-submission will not be considered as exemption.

- i. Cost of RFP Document Amount deposit slip.
- ii. Documents as per Eligibility Criterion: Copies of (duly audited and certified by its statutory auditor) Profit and Loss Account, Balance Sheet, Annual Report, etc.,
- iii. Annexure-2 and Annexure-3: On official letter head of company duly signed and stamped on each page by authorized representative as unconditional acceptance of terms and conditions given thereof.
- iv. Annexure-4(A), 4(B), 4(C) & Annexure-6 and 7.
- v. In case of JV/Consortium, Annexure-5 and Annexure-8E.
- vi. Annexure-9E- Undertaking for downloading Tender document.
- vii. Self-attested copies of the PAN Card and GST Registration Certificate (of lead member in case of JV/Consortium).
- viii. Annexure-8A-Declaration Form.
- ix. Annexure - 8B – Certificate of statutory auditor.
- x. Annexure-9A-Details of fibre pair requirement.
- xi. Authorization in favour of signatory to the POA (i.e. Board Resolution/MOU etc.
- xii. Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
- xiii. Copy of complete request for proposal (RFP) RFP document including Draft License agreement (Annexure-10) & addendum/ corrigendum (if any) along with replies to pre-bid queries duly signed & stamped on each page by authorised representative of Bidders as acceptance of terms and conditions given thereof.
- xiv. Documentary evidence authenticating that the Bidders have authorized Access Service License/IP Registration Certificate issued from Department of Telecommunication or any other duly government authorised agencies or a

telemarketer/OSP (other service provider) providing services through authorised telecom service provider, failing which the offer of such Bidders shall be considered technically invalid and shall not be considered at all.

- xv. The bidder shall submit the undertaking to the effect that no dues are pending as per annexure-8 (C). The bidders are also required to submit the Annexure-8(D) of this tender document.
- xvi. The bidders shall submit the undertaking for responsibility for bidders as per annexure- 8 (F) of this tender document.
- xvii. Additional requirement of fibres may be quoted at Annexure-9I
- xviii. Undertaking to be submitted by bidder for making payment through RTGS/NEFT/ESC Mode as per Annexure-9B.
- xix. Intimation to be given by bidder for deposition of payments via RTGS /NEFT/ECS as per Annexure-9C.
- xx. Approval to be obtained by bidder for submission of payments via RTGS /NEFT/ECS as per Annexure-9D.
- xxi. Undertaking to be submitted by bidder for downloading of tender document as per Annexure-9E.
- xxii. Undertaking to be submitted by bidder for corrupt and fraudulent practices as per Annexure-9F.
- xxiii. Undertaking to be submitted by bidder for copyright as per Annexure-9G.
- xxiv. Undertaking to be submitted by bidder for disclosure of information under RTI act as per Annexure-9H.
- xxv. In case any of the provisions mentioned above are not applicable, the Bidder should give a NIL statement/ declaration to that effect. Non submission will not be considered as exemption.

6.8. Financial Bid: - The bidders shall quote the Bid Variable for licensing of optical fibre as the rate of License Fee per month for the required length per month in the Financial Bid (BoQ). Evaluation would be on total License fees quoted per pair per month. If there is a discrepancy between words and figures, the amount in words shall be valid.

Comment [p9]: Update after discussion with Pamila Mam

6.9. The documents including this Bid Document and all attached documents, provided by NMRC shall remain properties of NMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and NMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

6.10. Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

6.11. Site visit and verification of information: Bidders are encouraged to submit their respective

Bids after visiting NMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

6.12. Clarification: –In case any clarification required in respect of tender submission bidder may submit their queries in writing by the date mentioned in the NIT of bid document. Answers to these queries will be made and uploaded by NMRC by the date mentioned in NIT of bid document.

6.13. It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the bidding documents;
- b) Received all relevant information from NMRC;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of NMRC relating to any of the matters referred to in RFP document;
- d) Satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters herein above shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from NMRC, or a ground for termination of the License Agreement by the Licensee;
- f) Acknowledged that it does not have a Conflict of Interest; and
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

6.14. NMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by NMRC.

6.15. Verification and Disqualification: NMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by NMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of NMRC there under.

6.16. Amendment of Bid Document/RFP:

- a) At any time prior to the Bid Due Date, NMRC may, for any reason, modify the Bid Document by the issuance of Addenda / Corrigenda.
- b) Any Addendum / Corrigendum issued hereunder shall be uploaded on

<http://etender.up.nic.in>

- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NMRC may, in its sole discretion, extend the Bid Due Date.
- d) The Bidders are requested to get in touch with <http://etender.up.nic.in> for all up- dates on the Bid Document such as addendums, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

6.17. Preparation of Bids:

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP/Bid Document as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

6.18. Submission of Bids

- a) The Bids shall only be received electronically through the website <http://etender.up.nic.in> No Bid will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. The Bidders are advised to keep in touch with e-tendering portal <http://etender.up.nic.in> for updates.
- b) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Bid Document and other documents as required in the Bid Document. The Bid Document Cost must be submitted to NMRC in online form as per stipulated date & time (as per Notice Inviting Tender/Bid).
- c) Bidders shall note that the maximum file size that can be uploaded is 40MB. All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- d) Bids received after Last Date & Time of Submission (e-tender) of online Bid shall not be accepted under any circumstances.
- e) The Bidder has to produce the original documents as and when required by NMRC. The failure of the Bidder or Licensee to furnish the said original documents will entail summarily rejection of its Bid.
- f) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- g) The Bidders should carefully note the following instructions:

- (i) The Bidders should ensure that the complete RFP Document has been downloaded.
- (ii) The printout of Bid/RFP Documents should be taken on good quality 'A4' size paper. The printout should be same as available on website. The print should be legible and indelible.
- (iii) In case of any correction/addition/alteration/omission in the Bid/RFP Document, as made available by NMRC, observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

6.19. Bid Submission Date: The Bids shall be received electronically only through the website <http://etender.up.nic.in> . No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/RFP document. NMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/RFP document shall be summarily rejected. Bidder to note that rate not to be mentioned in technical bid.

6.20. Notwithstanding anything contained in this Bid document, NMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

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

6.22. Correction of Errors

Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

7. Evaluation and Selection of Bidder

7.1. Bid Opening:

- a) The Technical Package of all bidders who have submitted a valid cost of RFP document shall be opened on stipulated date and time at e-tendering web portal <http://etender.up.nic.in>. Bidders may visit web-site <http://etender.up.nic.in> to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the NMRC, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.
- b) On opening of the Bid, NMRC will first check the cost of RFP Document through online mode by cross verifying with the uploaded document.
- c) If the documents do not meet the requirements of the NMRC, a note will be recorded accordingly by the Bid Opening Authority.
- d) The digitally signed financial bid which bidders have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial bid of only those bidders whose submissions are found substantially responsive and eligibly compliant to the RFP conditions will be opened. The time of opening of financial bid shall be informed through website only. Bidders can visit to website eprocure.gov.in/eprocure/app for further information.

7.2. To facilitate evaluation of Bids, NMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

7.3. Selection of Bidder who qualifies the Eligibility Criteria:

- a) 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 subject to maximum numbers of fibre pairs provided in Annexure 1 for each of the section. The bidder is advised to quote strictly within the available number of 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 for a particular Section shall be treated as the highest bidder for that section. The bidder quoting the next highest rate for a section will be treated as 2nd highest bidder for that section and so on. First the number of fibre pair quoted for the section by the highest bidder will be allotted. Thereafter, the 2nd highest bidder will be offered from the remaining pairs in that section, 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.
- b) In case of same bid /offer by two bidders (or more), both the bidders will be asked to resubmit their proposal. However, NMRC's decision will be binding and final.

- (c) If the requirement of fibre pairs are more than the offered quantities at Annexure 1 (by summing up the requirements of different bidders in Financial bid (BoQ), NMRC may explore to fulfil these requirement subject to feasibility, provided the bidder agrees to match the highest offer for that section.
- (d) Any bidder can quote additional requirements for a section over and above that given in Annexure-1, in Annexure 9I. NMRC may explore to fulfil these requirements subject to feasibility and provided the bidder agrees to match the highest offer unless otherwise stated for that section. The decision of NMRC to allocate/ not to allocate such fibres shall be final.
- (e) After selection, Notice of Award(the “NOA”) shall be issued, in duplicate, by NMRC to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the date of issue of the NOA, sign with stamp and return the duplicate copy of the NOA in token of unconditional acceptance and acknowledgement of NOA. In the event the duplicate copy of the NOA duly signed by the Selected Bidder is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, cancel the NOA.
- (f) Successful Bidder is required to pay required Interest Free Security Deposit/ Performance Security and advance license fee and other recurring charges for the first year within thirty days (30) of date of issue of Notice of Award(excluding the date of NOA) without consideration of any interest. In case, the bidder fails to submit Interest Free Security Deposit/Performance Security within 30 days from date of issuance of NOA, it may also be submitted within an extended period of 30 days i.e. within 60 days of date of issue of NOA along with interest payable to NMRC for the delayed payment as follows:

Days from date of issue of NOA	Rate of penal Interest
Up to 30 days (excluding the date of issue of NOA)	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 NOA & on the balance amount remaining unpaid as per the NOA. The amount of penal interest shall be paid in the form of DD/PO/RTGS/NEFT in favour of Noida Metro Rail Corporation Ltd and payable at Noida.

After 60 days of date of issuance of NOA, if the Bidder fails to comply with the NOA terms & conditions and fails to submit the required aforesaid NOA payment within 60 days of issue of NOA, the NOA may stand cancelled. No further request for extension in making payment of NOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.

- 7.4. After acknowledgement of the NOA and payment of dues in accordance with NOA, the selected Bidders shall execute the License Agreement within the 45 days of submission of full NOA payment. The Selected Bidders will not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty on

execution of license Agreement or any other document to be executed in pursuance of this Bid shall be borne by Licensee.

8. Instructions for Online Bid Submission:

8.1 General instructions

- a. A tenderer shall submit only one bid in the same tendering process, individually as a tenderer. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a sub-contractor while submitting a bid individually. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- b. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Corporation feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- c. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- d. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NMRC's decisions are without any right of appeal whatsoever.
- e. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- f. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Corporation and/or by sending written queries to NMRC before the last date for receiving queries/clarifications.
- g. NMRC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by NMRC.
- h. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).
- i. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. A tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement or implementation of the project;
 - ii. A tenderer is any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph above; or

- iii. A tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

Cost of Bid Document / e-Tender processing Fee

- a. The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and Noida Metro Rail Corporation Ltd. ("NMRC" or "the Corporation"), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b. This tender document is available on the web site <http://etender.up.nic.in> or on NMRC website (www.nmrcnoida.com) to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e- Tender processing fee of as mentioned in Data Sheet through RTGS/NEFT only payable in favor of Noida Metro Rail Corporation Limited in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the e-Bid. This cost of bid document/ e-Tender processing fee as mentioned in Data Sheet will be non-refundable. Tender without cost of bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- a. made a complete and careful examination of the e-Bid;
- b. received all relevant information requested from NMRC;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of NMRC;
- d. satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> or on Noida Metro website www.nmrcnoida.com to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder's shall have to pay e-Bid document fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

Clarifications of e-Bid

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Dy. General Manager/AFC-Tele, NMRC only before or during Pre-Bid Meeting held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: Licensing of Optical Fibre on N-GN Corridor at NMRC Network ". The responses will be posted to all such queries on the official Website www.nmrcnoida.com. NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- submission meeting shall be called on the date mentioned in Data Sheet at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e- Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e- Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.14 of this e-Bid document under Fraud and Corrupt Practices.
- f. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Tenderer and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

Amendment of e-Bid Document

- a. At any time prior to the deadline for submission of e-Bid, NMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e- procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- b. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NMRC's website www.nmrcnoida.com from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, NMRC shall not be responsible for it.

- c. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, NMRC, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NMRC's website www.nmrcnoida.com.

8.2 Preparation and submission of Bids

8.2.1 Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and NMRC shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

8.2.2 Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a. Technical e-Bid- Technical e-Bid will comprise of -
 - i. Fee details - Details of Bid processing fee and prescribed EMD
 - ii. Eligibility details - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfil all the conditions of the contract.
 - iii. Technical evaluation - Details of all documents needed for Technical evaluation as mentioned in this RFP
- b. Financial e-Bid -
 - i. Price bid – Bill of Quantities in XLS format to be filled in after downloading from the e- Procurement website for this e-tender (<http://etender.up.nic.in>). There shall be a single financial quote for the package for which the bid is submitted.

8.2.3 Documents establishing Bidder's Qualification

- a. The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- b. The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

8.2.4 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

8.2.5 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

8.2.6 Formats and Signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats. NMRC reserves the rights to reject any proposal that is not in the specified formats.
- d. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

8.2.7 Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NMRC may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NMRC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

8.2.8 Submission of e-Bid

- a. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NMRC.
- b. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- c. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- d. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

8.2.9 The Bidders have to follow the following instructions for submission of their e-Bid:

- a. For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd. Lucknow if they have not done so previously for registration.
- b. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NMRC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- c. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- d. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- e. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared.

and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- f. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- g. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- h. NMRC reserves the right to cancel any or all e-Bids without assigning any reason.

8.2.10 Late e-Bid

- a. Bids received by NMRC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

8.2.11 Withdrawal and re-submission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will

considered for evaluation purposes. For re-submission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid re-submission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

8.2.12 NMRC's right to accept any e-Bid and to reject any or all e-Bids.

- a. Notwithstanding anything contained in this e-Bid, NMRC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. NMRC reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by NMRC, the supplemental information sought by NMRC for evaluation of the e-Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the NMRC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NMRC, including annulment of the Selection Process.

8.2.13 Period of validity of e-Bid

- a. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by NMRC. An e- Bid valid for a shorter period shall be rejected by NMRC as non-responsive.
- b. In exceptional circumstances, NMRC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

8.2.14 Correspondence with the Bidder

- a. Save and except as provided in this e-Bid, NMRC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- b. No Bidders or its Technical Partners shall contact NMRC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence NMRC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

8.3 Earnest Money Deposit

8.3.1 Earnest money deposit (EMD)

- a. The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD as stated in Data Sheet in form of RTGS/NEFT only in favour Noida Metro Rail Corporation Limited in the A/c No. mentioned in **Data Sheet**. The scanned copy of RTGS/NEFT receipt of

Security/ EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. Tender without Earnest Money in the prescribed form, will not be accepted.

- b. Bidders submitting bids for more than one package shall be required to submit EMD for each package as mentioned in **Data Sheet** for which bid is submitted.
- c. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by NMRC.
- d. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- e. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- f. The successful Bidder's e-Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the contract.
- g. The EMD may be forfeited:
 - i. If Bidder (a) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (b) does not accept the correction of errors or (c) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract with the Corporation.
- h. Tender Cost and Tender Security is exempted for Micro, Small & Medium Enterprises (MSMEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission.

The MSMEs would not be eligible for exemption of tender security if:

- a. Either they are not registered for appropriate category.
- b. Or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from 'tender security', being MSMEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration i.e. "Licensing of Optical Fiber on N-GN Corridor of NMRC Network" and Terminal Validity of registration.

8.4 Opening and Evaluation of Bids

8.4.1 Opening of technical e-Bid by NMRC

- a. NMRC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at NMRC Office. The Bidder's representatives who are present shall submit the letter to NMRC on the letter head of the company stating that the representative (name) is authorized to attend the meeting (Please note – The representative is required to carry a copy during pre-bid

and other related meetings as well). He / She shall sign a register evidencing their attendance at NMRC. In the event of the specified date e-Bid opening being declared a holiday for the Corporation, the e –bids shall be opened at the appointed time and place on the next working day.

- b. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NMRC within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- c. The Bidders names and the presence or absence of requisite e-Bid security and such other details as NMRC at its discretion may consider appropriate, will be announced at the opening.

8.4.2 Opening of financial e-Bid

- a. After evaluation of technical e-Bid, through the evaluation committee NMRC shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- b. NMRC will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Corporation. The notification may sent by e-mail provided by Bidder.
- c. The financial e-Bids of technically qualified Bidders shall be opened in the presence of technically qualified bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder.

8.4.3 Correction of Errors

- a. Financial Bids determined to be responsive will be checked by NMRC for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b. The amount stated in the Financial Bid will be adjusted by NMRC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

8.4.4 Examination of e-Bid document

- c. The NMRC will examine the e-Bid to determine if:
 - i. They are complete;
 - ii. They meet all the conditions of the contract;
 - iii. The required e-Bid Processing fee, EMD and other required documents have been furnished;
 - iv. The documents have been properly digitally signed; and
 - v. The e-Bids are in order.
- d. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

8.4.5 Contacting NMRC

- e. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- f. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- g. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

8.4.6 Confidentiality

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

8.5 Award of Contract

8.5.1 Award Criteria

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

8.5.2 Notice of Award (NOA)

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

8.5.3 Signing of contract

At the same time as NMRC notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the Agreement with relevant document as mentioned in the RFP. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

8.5.4 NMRC's right to accept any e-Bid and to reject any or all e-Bids

NMRC reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e- Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

9. Miscellaneous

- 9.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Noida shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where NMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.
- 9.2 NMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to NMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 9.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 9.4 The RFP and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:
- a) License Agreement
 - b) RFP Document;
- i.e. the License Agreement shall prevail over RFP Document.
- 9.5 The registration of License agreement shall be done within 30 (thirty) days of signing of agreement by the Licensee (registration fee, stamp duty etc. to be fully borne by the licensee) and the duly registered documents to be submitted to NMRC for record. Any amendment in the contract/license agreement, if required to be registered, shall also be registered within 30 (thirty) days from the date of amendment and duly registered documents shall be submitted to NMRC for record. In case the registration of the license agreement/amendment is not done within 30 days of signing of license agreement/amendment, it shall be treated as "Material

Breach of Contract". The licensee will be given 30 days time to cure the default. In case the licensee fails to remedy the Breach/fault in this regard to the satisfaction of NMRC within 30 days cure period, NMRC may terminate the License Agreement after expiry of the cure period of 30 days duly forfeiting the Security deposit and any other amount paid by Licensee.

- 9.6 In case of mismatch in financial data in the submitted documents i.e. in statutory auditor's certified documents and data in audited balance sheet profit and loss A/c etc., the data from the audited balance sheet, profit and loss A/c shall prevail.
- 9.7 During license period, all disputes between the successful bidders and NMRC shall be settled as per the dispute resolution procedure elaborated in the draft License Agreement (Annexure 10) after signing the license agreement.

10. Annexure -1 (Offered Optical Fibres In NMRC Network)

Annexure-1

S.No	Section Name	Approx. fibre Length in Km of 01 fibre	Total No. of fibre pair offered for leasing	Dropping Available at
1	Sector 51- Depot	33.667 km	26	Dropping possible at each station between Sec-51 and Depot CER
2	Sec 51 to Sector 50	1.430 km	23	NA
3	Sector 50 to Sector 76	1.177 km	23	NA
4	Sector 76 to Sector 101	1.450 km	23	NA
5	Sector 101 to Sector 81	1.290 km	23	NA
6	Sector 81 to NSEZ	2.20 km	23	NA
7	NSEZ to Sector 83	1.408 km	23	NA
8	Sector 83 to Sector 137	1.651 km	23	NA
9	Sector 137 to Sector 142	1.848 km	23	NA
10	Sector 142 to Sector 143	1.250 km	23	NA
11	Sector 143 to Sector 144	1.549 km	23	NA
12	Sector 144 to Sector 145	1.419 km	23	NA
13	Sector 145 to Sector 146	1.895 km	23	NA
14	Sector 146 to Sector 147	1.694 km	23	NA
15	Sector 147 to Sector 148	1.782 km	23	NA
16	Sector 148 to KP-2	3.189 km	23	NA
17	KP-2 to Pari Chowk	1.228 km	23	NA
18	Pari Chowk to Alpha-1	1.304 km	23	NA
19	Aplha-1 to Delta-1	1.721 km	23	NA
20	Delta-1 to GNIDA	1.440 km	23	NA
21	GNIDA to Depot Station	1.062 km	23	NA

- NOTE:** 1) It may be noted that Fibre length mentioned is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.
- 2) Wherever licensee uses the dropping facility in NMRC network, then the licensee has to lay its own OFC along with cable trays at its own cost.
- 3) Licensee may take space for placing its equipment as per availability and feasibility (Approx. Area in Sq. Meters) subject to Min. chargeable area of 1 sqm at each location as per Annexure 10.2

11. Annexure 1A (Fibre length table)

Destination Station / Origin Station	Sector 51 (in KM)	Sector 50 (in KM)	Sector 76 (in KM)	Sector 101 (in KM)	Sector 81 (in KM)	NSEZ (in KM)	Sector 83 (in KM)	Sector 137 (in KM)	Sector 142 (in KM)	Sector 143 (in KM)	Sector 144 (in KM)	Sector 145 (in KM)	Sector 146 (in KM)	Sector 147 (in KM)	Sector 148 (in KM)	KP-2 (in KM)	Pari Chowk (in KM)	Alpha-1 (in KM)	Delta-1 (in KM)	GNIDA Office (in KM)	Depot Station (in KM)	Depot TER/BCC (in KM)
Sector 51	0	1.43	2.607	4.057	5.347	7.547	8.955	10.606	12.454	13.704	15.253	16.672	18.567	20.261	22.043	25.232	26.46	27.764	29.485	30.925	31.987	33.35
Sector 50	1.43	0	1.177	2.627	3.917	6.117	7.525	9.176	11.024	12.274	13.823	15.242	17.137	18.831	20.613	23.802	25.03	26.334	28.055	29.495	30.557	31.92
Sector 76	2.607	1.177	0	1.45	2.74	4.94	6.348	7.999	9.847	11.097	12.646	14.065	15.96	17.654	19.436	22.625	23.853	25.157	26.878	28.318	29.38	30.743
Sector 101	4.057	2.627	1.45	0	1.29	3.49	4.898	6.549	8.397	9.647	11.196	12.615	14.51	16.204	17.986	21.175	22.403	23.707	25.428	26.868	27.93	29.293
Sector 81	5.347	3.917	2.74	1.29	0	2.2	3.608	5.259	7.107	8.357	9.906	11.325	13.22	14.914	16.696	19.885	21.113	22.417	24.138	25.578	26.64	28.003
NSEZ	7.547	6.117	4.94	3.49	2.2	0	1.408	3.059	4.907	6.157	7.706	9.125	11.02	12.714	14.496	17.685	18.913	20.217	21.938	23.378	24.44	25.803
Sector 83	8.955	7.525	6.348	4.898	3.608	1.408	0	1.651	3.499	4.749	6.298	7.717	9.612	11.306	13.088	16.277	17.505	18.809	20.53	21.97	23.032	24.395
Sector 137	10.606	9.176	7.999	6.549	5.259	3.059	1.651	0	1.848	3.098	4.647	6.066	7.961	9.655	11.437	14.626	15.854	17.158	18.879	20.319	21.381	22.744
Sector 142	12.454	11.024	9.847	8.397	7.107	4.907	3.499	1.848	0	1.25	2.799	4.218	6.113	7.807	9.589	12.778	14.006	15.31	17.031	18.471	19.533	20.896
Sector 143	13.704	12.274	11.097	9.647	8.357	6.157	4.749	3.098	1.25	0	1.549	2.968	4.863	6.557	8.339	11.528	12.756	14.06	15.781	17.221	18.283	19.646
Sector 144	15.253	13.823	12.646	11.196	9.906	7.706	6.298	4.647	2.799	1.549	0	1.419	3.314	5.008	6.79	9.979	11.207	12.511	14.232	15.672	16.734	18.097
Sector 145	16.672	15.242	14.065	12.615	11.325	9.125	7.717	6.066	4.218	2.968	1.419	0	1.895	3.589	5.371	8.56	9.788	11.092	12.813	14.253	15.315	16.678
Sector 146	18.567	17.137	15.96	14.51	13.22	11.02	9.612	7.961	6.113	4.863	3.314	1.895	0	1.694	3.476	6.665	7.893	9.197	10.918	12.358	13.42	14.783
Sector 147	20.261	18.831	17.654	16.204	14.914	12.714	11.306	9.655	7.807	6.557	5.008	3.589	1.694	0	1.782	4.971	6.199	7.503	9.224	10.664	11.726	13.089
Sector 148	22.043	20.613	19.436	17.986	16.696	14.496	13.088	11.437	9.589	8.339	6.79	5.371	3.476	1.782	0	3.189	4.417	5.721	7.442	8.882	9.944	11.307
KP-2	25.232	23.802	22.625	21.175	19.885	17.685	16.277	14.626	12.778	11.528	9.979	8.56	6.665	4.971	3.189	0	1.228	2.532	4.253	5.693	6.755	8.118
Pari Chowk	26.46	25.03	23.853	22.403	21.113	18.913	17.505	15.854	14.006	12.756	11.207	9.788	7.893	6.199	4.417	1.228	0	1.304	3.025	4.465	5.527	6.89
Alpha-1	27.764	26.334	25.157	23.707	22.417	20.217	18.809	17.158	15.31	14.06	12.511	11.092	9.197	7.503	5.721	2.532	1.304	0	1.721	3.161	4.223	5.586
Delta-1	29.485	28.055	26.878	25.428	24.138	21.938	20.53	18.879	17.031	15.781	14.232	12.813	10.918	9.224	7.442	4.253	3.025	1.721	0	1.44	2.502	3.865
GNIDA Office	30.925	29.495	28.318	26.868	25.578	23.378	21.97	20.319	18.471	17.221	15.672	14.253	12.358	10.664	8.882	5.693	4.465	3.161	1.44	0	1.062	2.425
Depot Station	31.987	30.557	29.38	27.93	26.64	24.44	23.032	21.381	19.533	18.283	16.734	15.315	13.42	11.726	9.944	6.755	5.527	4.223	2.502	1.062	0	1.363
Depot TER/BCC	33.35	31.92	30.743	29.293	28.003	25.803	24.395	22.744	20.896	19.646	18.097	16.678	14.783	13.089	11.307	8.118	6.89	5.586	3.865	2.425	1.363	0

12. Annexure-2 (Letter comprising the bid)

Annexure-2

Letter comprising the bid
(On Official letterhead of the Bidder)

No:

Dated:

To,

Managing Director (NMRC)
Noida Metro Rail Corporation Limited,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301

Sub: Bid for Licensing of Optical Fibre on N-GN route of NMRC Network.

Dear Sir,

With reference to your RFP Document Number -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for License of Optical Fibre in NMRC network. The Bid is unconditional and unqualified.

1. I/ We acknowledge that NMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to NMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of NMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by NMRC; and
 - b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NMRC; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that NMRC may cancel the Bidding Process at any time and that NMRC is

neither bound to accept any Bid that NMRC may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.

6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed in RFP document.
7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/ We have studied all the Bidding Documents carefully and also surveyed the NMRC stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by NMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
10. I/ We offer Bid Security to NMRC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-10), addenda/corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.

17. I / We declare that the submitted RFP documents are same as available on eprocure.gov.in/ eprocure/app/NMRC. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at eprocure.gov.in/ eprocure/app, NMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours

(Signature, name and designation of the Authorised signatory)

Name and seal of Bidder

Place:

13. Annexure-3 (Tender acceptance letter)

Annexure-3

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

To,

**Managing Director (NMRC)
Noida Metro Rail Corporation Limited,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender /RFP: _____

Dear Sir,

- 1) I / We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eproure.gov.in/eprocure/app>.
 - 2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
 - 3) The corrigendum(s) or addendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
 - 4) I / We hereby unconditionally accept the tender conditions of abovementioned tender document(s) / corrigendum(s) in its totality / entirety.
 - 5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking as on date of Tender submission (i) NMRC/MOUD/Noida-Govt. has not banned business with us or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce).
 - 6) I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
- Yours Faithfully,

(Signature of the Bidder, with Official Seal)

14. Annexure - 4A (Details of bidder)

Annexure-4(A)

Details of the Bidder

1. (a) Name :
 - (b) Country of incorporation :
 - (c) Address of the corporate headquarters :
 - (d) Address of registered office in India :
(in case of foreign Companies)
2. Details of individual(s) who shall serve as the point of contact/ communication for NMRC within the Company:
- (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :
3. In case of JV:
- a. The information above (1 & 2) shall be provided for all the members of the JV.
 - b. Information regarding role of each member:

Sl. No.	Name of Member	Proportion of Equity to be held in the JV	Role*
1			
2			
3			

Signed.....

(Name of the Authorised Signatory)
For and on behalf of
(Name of the Bidder) Designation

Place:

Date:

15. Annexure 4B (Undertaking For Tender Security Declaration)

Annexure-4(B)

UNDERTAKING FOR TENDER SECURITY DECLARATION

We, _____ (Legal Name of Tenderer/JV/Consortium) hereby confirm that we are submitting the tender _____ (RFP for Licensing of Optical Fibre on N-GN Route in NMRC Network T-) floated by NMRC.

We do hereby undertake that in the following cases, we shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of NMRC for a period as specified in table below:

S.No.	Case	Period of ban*
1	a) If we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package(in case of two package system); or	One Year
2	a) If we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ; or b) If we do not accept the correction of our Tender price, during evaluation of Financial Proposal; or c) If ,having been notified of the acceptance of our Tender by NMRC during the period of Tender validity, we (i) Fail or reuse to furnish the unconditional acceptance of NOA within the time limit specified in Clause 7.3(f) of RFP and/or (ii) Fail or reuse to furnish the Performance Security in accordance with Clause 1.6(d) of RFP and/or (iii) Fail or reuse to enter into a Contract within the time limit specified in Clause 1.6 (d) of RFP.	In all the cases Two years

*Period of ban shall be from the date of resiling/withdrawal of this tender or from date of issue of NOA, as the case may be.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorised signatory of the tenderer.
2. In case of JV/Consortium, above action of debarment shall be taken against each of the constituent members of JV/Consortium.

16. Annexure-4C (Power of attorney of bidder)

Annexure-4C

**Power of Attorney of
Bidder (Duly Notarized)**

Know all men by these presents, We _____(name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. _____(name and residential address) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to NMRC, representing us in all matters before NMRC, and generally dealing with NMRC in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted

(signature)

(Name, Title and Address) of the Attorney

Note:-

• *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*** It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

17. Annexure-5 (Consortium Agreement/Memorandum of Agreement)

Annexure-5

**Consortium Agreement/Memorandum of Agreement
(Duly stamped on Non-judicial stamp paper and duly Notarized)**

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

BETWEEN

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

AND

Mr. _____

R/o _____ OR M/s

Annexure-5

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

AND

Mr. _____ R/o. _____ OR M/s

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

Whereas Noida Metro Rail Corporation Limited (hereinafter referred to as “NMRC“) has invited Bids for _____ the

“.....
..

” in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NMRC for participating in the bid by the Consortium for which the Bid has been floated by NMRC.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for

“.....” in terms of the Bid invited by Noida Metro Rail Corporation Ltd., (NMRC).

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated .

3. by NMRC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network T-....

Annexure-5

“.....(name of work) in case the Consortium turns out to be the selected Bidder in the bid being invited by NMRC for the said purpose. fwith the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.

5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:

- (i) The Lead Member shall have _____per cent (___%) of share holding with reference to the Consortium for this specified license agreement.
- (ii) The Participant Member shall have _____(____%) of share holding with reference to the Consortium for this specified license agreement.
- (iii) The Participant Member shall have _____(____%) of share holding with reference to the Consortium for this specified license agreement.

6. That in order to fulfil the requirement of the allotment process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Vehicle (SPV) through which the Consortium proposes to undertake the work.

7. That in case to meet the requirements of bid documents or any other stipulations of NMRC, it becomes necessary to execute and record any other

documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

8. That it is clarified by and between the members of the Consortium that

execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or

commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

9. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Vehicle to be got incorporated by the Consortium Members to meet the requirements and stipulations of NMRC.

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

1.(_____)	2.(_____)	3. (_____)
Authorized Signatory	Authorized Signatory	Authorized Signatory
(_____)	(_____)	(_____)
For (Name of company)	For (Name of company)	For (Name of company)

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

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

18. Annexure-6 (Affidavit)

Annexure-6

Affidavit
(Duly Notarized and to be submitted by every bidder)

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

I, S/o, resident of
.....the.....(insert designation) of the
.....(insert name of the single bidder/consortium member if a consortium), do
solemnly affirm and state as follows :

- 1.0. I say that I am the authorised signatory of(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
- 2.0. I say that I have submitted information with respect to our eligibility for Noida Metro Rail Corporation's (hereinafter referred to as "NMRC") Request For Proposal ("RFP") for licensing of _____ and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3.0. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by NMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by NMRC.
- 4.0. I say that if any point of time including the License period, in case NMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of NMRC.
- 5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
- 6.0. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

**RFP for Licensing of Optical Fibres on N-GN routes of NMRC
Network T-....**

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this.....Day of.....,2021.

DEPONENT

19. Annexure-7 (Undertaking for non-banned business with government)

Annexure 7

(On Non judicial stamp paper of Rs 100/-) - Duly notarised

UNDERTAKING FOR NOT BEING BANNED FROM BUSINESS

(As per clause No. 1.6 (I) of Tender Document)

We do hereby undertake & confirm that NMRC/any other Metro Organisation (100% owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.

Also any work executed by us either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by NMRC after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of JV/Consortium.

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorised signatory of tenderer.
3. In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/or other group subsidiary company controlled by the same holding, the above undertaking shall be executed by such holding as well as group subsidiary company.

1.

20. Annexure-8A (Declaration form)

Annexure-8A

Declaration Form

- 1. Customer Name : _____
- 2. Address : _____
- 3. Services provided : _____
- 4. Contact Person with details
 - Name : _____
 - Telephone number : _____
 - Email Address : _____

5. Customer Category with Details:

Customer Type	Yes	No
Telemarketer		
Other Service provider		
Access Service provider/Infrastructure service provide		

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

- a. License Type :
- b. License Number / Registration ID : _____
- c. Validity till (for OSP only) : _____
- d. Date of issue : _____

e. Network Diagram detailing the connectivity attached. :

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f. Bidder may submit, separately, the details of dropping of fibre at the desired stations of a Section/Schedule in which bidder is quoting its bid. However, dropping shall be allowed as

RFP for Licensing of Optical Fibres on N-GN Route of NMRC Network T-....

per feasibility.

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

All fields are required to be filled mandatorily

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

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

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

(Signature Witness)

Name _____

Date: _____

(Signature Customer)

Name: _____

Stamp

21. Annexure-8B (Financial data)

Annexure 8B

Certificate of Statutory Auditor with regard to Eligibility of the Bidder
(On the Letterhead of the Statutory Auditors)

We have verified the relevant statutory and other records of M/s(Name of bidder), and certify that the cumulative turnover of M/s(Name of the Applicant) from the all business in the last 3 (three) years completed financial years is Rs.

Year wise details of Average Annual Turnover from all business are as under:

Name of Bidder or member of JV	Turn Over		
	2018-19	2019-20	2020-21
Name of Bidder or member (1) of JV			
Name of Bidder or member (2) of JV			
Name of Bidder or member (3) of JV			
Total			

Name & address of applicant's Bankers

Signature and seal of the Statutory

Auditors clearly indicating his/her membership numbers

Note: (i) Turnover as brought out in the audited annual financial result annual financial result is to be indicated in the above table and certified by the statutory auditor of the applicants.

(ii) Average Annual turnover from all sectors of business for each member of JV shall be indicated separately without considering of ratio of participation in the current tender.

22. Annexure-8C (Undertaking for timely payment of license fee in NMRC)

Annexure – 8C

(Undertaking as per Clause 4.4 of Eligibility criteria of RFP)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, _____, (name of the bidder) hereby undertake that we have following lease / license / concession agreement of NMRC property (ies) (as on the last date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that as on last date of submission of this tender, no dues are pending on our account against invoices raised by NMRC before 31.12.2019 in any of the above agreement(s) either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.

Note: In case the bidder is not an existing lessee/licensee/concessionaire of NMRC, they may write “Not applicable/NIL” in this Annexure.

Stamp and Signature of Authorized signatory of Bidder

23. Annexure- 8D (Undertaking in case of having existing agreement with NMRC)

Annexure – 8D

(Undertaking as per Clause 4.4 of Eligibility criteria of RFP)

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

We, _____, (name of the bidder) hereby undertake that we have following lease / license / concession agreement of NMRC property (ies) (as on the last date of submission of this tender).

S.No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / licensed space / premises	Date of handing over (vacate) of leased space / premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

We (either as a single entity or as a member of JV/consortium of SPV of JV / consortium / single entity) hereby certify that on last date of submission of this tender:-

- There is no outstanding delay in vacation of the leased/ licensed space/ premises within the grace period (if provided) after completion of the tenure of the lease/pre-mature terminated/ surrender.
- There is no outstanding delay, on our account, is taking over the space/ premises leased/ licensed to us.
- There is no outstanding issue of encroachment on the common areas/ circulating areas or any other space which is not leased/ licensed to us.
- We have opened the Escrow account for the license/lease agreement(s) of NMRC in which there is a provision of opening of escrow account.
- We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all NMRC dues through said Escrow account, if Escrow account is opened.

Note: In case the bidder is not an existing lessee/licensee/concessionaire of NMRC, they may write "Not Applicable/Nil" in this Annexure.

*Strike over which is not applicable.

Stamp and Signature of Authorized signatory of Bidder

24. Annexure-8E (Undertaking for Responsibility)

Annexure-8E

(On Rs. 100/- stamp paper duly notarized)

Undertaking for Responsibility

_____ as a lead member of the consortium of _____ companies - namely _____ (Complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with NMRC in respect of Licensing of _____ :-

- 1. That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License agreement pertaining to _____ with NMRC.
- 2. That, all consortium members are jointly or severely responsible for all commitments / liabilities/ dues etc to NMRC.
- 3. That, we further confirm that, the stake holding of lead member- _____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
- 4. We also confirm that our consortium was made on Dt. _____, for seeking licensing rights of _____ and in support of which a copy of our Board Resolution is attached with this Undertaking.

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

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Witness 1. _____

2. _____

25. Annexure -8F(Undertaking for responsibility (For bidder))

(On Rs. 100/- stamp paper duly notarized.)

Undertaking for Responsibility (For Bidder)

_____ as a bidder for and on behalf of
_____, (complete name with address) jointly & severely undertake
the responsibility in regards to the license agreement with NMRC in respect of Licensing of Spare
optical fibres of NMRC network:

1. That, I/we solely undertake that I/we _____ (Name of the bidder) shall
conduct all transaction/ correspondence and any other activity in connection
with License agreement pertaining to Licensing of Spare optical fibres of NMRC
network .
2. That, I/we are solely or severely responsible for all commitments/liabilities/dues
etc. to NMRC Ltd. in respect of this allotment of **Licensing of Spare optical
fibres of NMRC network.**

(Bidders to sign on undertaking)

26. Annexure-9A(Financial Bid)

Annexure -9 A

Details regarding Fibre Pair requirement

Name of the Tenderer :

Sr. No	Origin Station (A)	Destination Station (B)	Total number of fibre pairs Required (C)	Approximate length of fibre pair of the Section (Km) (D)	Total route km of fibre pairs E=DxC	Dropping Required at

- NOTE:** 1) It may be noted that Fibre length mentioned is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.
- 2) The licensee has to lay its own OFC along with cable trays at its own cost.
- 3) If dropping of fiber, pass through of fiber either by patching or splicing is required, licensee has to do at its own cost under the supervision and guidance of NMRC Telecom staff.
- 4) Bidder are required to fill the BOQ in line with this Annexure -9A and Annexure -1 & 1A

Signature, Name, Designation & Seal of the Bidder

Date:

Place:

- Note:** 1) For calculation of annual turnover the total end to end length of the offered section as given in annexure-1 shall be considered.
- 2) It may be noted that Fibre lengths mentioned are tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pairs.

27. Annexure-9B(Undertaking regarding payments through RTGS/NEFT/ECS in S&T agreement)

Annexure-9(B)

No.

Dt. __/__/__

Undertaking regarding payments through RTGS/NEFT/ECS mode in S&T Agreement

The license agreement between Mr./Mrs./Miss/M/s. _____ (name of the Licensee/ company/ party) and NMRC Ltd. executed on Dt. _____.

Lease out No. and Customer ID _____ (as mentioned in invoice).

I/We _____ (name of the Licensee/ company/ party) have been made to understand that payments of contract shall be acceptable to M/s NMRC Ltd. in the form of Bank Draft/ Pay order/ Demand draft only and in case, I/we _____ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of NMRC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS mode of payments shall require prior approval of NMRC for which Licensee/ party/company must take consent from the NMRC Ltd. in the standard format attached at Annexure-9D.
2. Once NMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure-9C. NMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure-9D.
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, NMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ party/ company's non-compliances to the aforesaid requirements. NMRC shall take action as under:
 - a.) In the absence of any details from Licensee/ party/ company for consideration of NMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
 - b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
 - i) All the statutory dues/ Taxes shall be adjusted first.
 - ii) All payments made by NMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
 - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
 - iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
 - v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

I/We _____ (name of the Licensee /company/ party) hereby agree to the abovementioned procedure / terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Name and designation of authorized

Date: ____/____/____

representative of client / Licensee/
company

28. Annexure-9C (Format for intimation for Deposition of payments via RTGS/NEFT/ECS in S&T Contracts)

Annexure-9(C)

FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN CONTRACTS

1. Name and address of client / Licensee _____

2. CustomerID _____

3. Lease out No _____

4. Invoice No. and Date _____

5. Period of Invoice _____

6. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head details	Period	Amount
Gross amount to be deposit			
Less statutory deductions such as TDS,GST etc.			
Net amount to be deposit			

7. TDS registration No. of client/Licensee _____

8. GST registration No. of client /Licensee _____

Note: NMRC's authorized bank name and account No. to which payments to be made

1) State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh - 201301, IFSC Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd.**

Name and designation of authorized representative of client/ Licensee/ company

All clients/ Licensees are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments as mentioned in invoice for approval of NMRC.

29. Annexure-9D (Format for approval for submission of payments via RTGS/NEFT/ECS in S&T Contracts)

Annexure-9(D)

FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS IN CONTRACTS

To,

O/o- Managing Director (NMRC)
Noida Metro Rail Corporation Limited,
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in our contract with NMRC.

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. _____
(name of the Licensee /company / party) and NMRC Ltd. executed on Dt. _____.
2.) Lease out No. and Customer ID _____ (as mentioned in invoice).

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we _____ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of NMRC Ltd for making payments via RTGS/NEFT/ECS mode.
- 4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

Name and designation
of authorized representative
of client / Licensee / company
To be filled by NMRC Officials

On the request for the _____ (name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in NMRC's authorized bank name and account No. to which payments to be made – State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301, IFS Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd.** subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of NMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: ___/___/_____

Signature of NMRC Officials

30. Annexure-9E (Undertaking for Downloading Of Tender documents)

Annexure-9 E

Undertaking for downloading of Tender Document

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

Company Name _____

Name _____

Signature _____ Date: _____

Postal Address _____

E-Mail ID _____

Phone _____ FAX _____

Company Seal:

31. Annexure-9F (Undertaking for Corrupt and fraudulent practice)

Annexure-9 F

Undertaking for corrupt and fraudulent practice

(Ref. Clause 4.4)

It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

Stamp & Signature of Tenderer
(Each member in case of JV)

32. Annexure-9G(Copyright Undertaking)

Annexure-9 G

COPYRIGHT UNDERTAKING

Date

To:
Managing Director (NMRC)
Noida Metro Rail Corporation Limited
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301

LETTER OF UNDERTAKING

Contract:

We, (name of tenderer/ joint venture) hereby undertake that the tender and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for S&T works.

We further undertake that the aforesaid tender drawings and documents prepared by Noida Metro Rail Corporation Ltd. shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub-contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....
For and on behalf of

(Name of tender / joint venture)

33. Annexure- 9H(Undertaking for disclosure of information under RTI Act.)

Annexure-9 H

Undertaking for disclosure of information under RTI Act

We are aware that Noida Metro Rail Corporation Ltd is required to furnish information to applicants under Right to Information (R.T.I) Act which may include information pertaining to us. We do hereby give our unconditional consent to NMRC for providing the information/records to the applicants as 'third party' information under R.T.I Act except for the following matters:

- 1.
- 2.
- 3.

Stamp &Signature of Tenderer
(Each member in case of JV)

34. Annexure-9I (Additional Fibre pair Requirement)**Annexure -9 I****Additional fibre pair requirement**

S.No	Metro Network (Line)	Section	Approx. fibre Length in Km of 01 fibre pair	No. of fibre pairs Required in addition to that quoted at Annexure 9A/BOQ
(A)	(B)	(C)	(D)	(E)
1	Aqua Line (N-GN)	Sector 51- Depot	33.667 km	
2		Sec 51 to Sector 50	1.430 km	
3		Sector 50 to Sector 76	1.177 km	
4		Sector 76 to Sector 101	1.450 km	
5		Sector 101 to Sector 81	1.290 km	
6		Sector 81 to NSEZ	2.20 km	
7		NSEZ to Sector 83	1.408 km	
8		Sector 83 to Sector 137	1.651 km	
9		Sector 137 to Sector 142	1.848 km	
10		Sector 142 to Sector 143	1.250 km	
11		Sector 143 to Sector 144	1.549 km	
12		Sector 144 to Sector 145	1.419 km	

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

13		Sector 145 to Sector 146	1.895 km	
14		Sector 146 to Sector 147	1.694 km	
15		Sector 147 to Sector 148	1.782 km	
16		Sector 148 to KP-2	3.189 km	
17		KP-2 to Pari Chowk	1.228 km	
18		Pari Chowk to Alpha-1	1.304 km	
19		Alpha-1 to Delta-1	1.721 km	
20		Delta-1 to GNIDA	1.440 km	
21		GNIDA to Depot Station	1.062 km	
22		Depot Station to TER/BCC	1.363 km	

Signature, Name, Designation & Seal of the Bidder

Date:

Place:

Note: 1) If there is a discrepancy between words and figures, the amount in words shall prevail.

2) It may be noted that Fibre lengths mentioned are tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pairs.

35. Annexure-10(Draft license agreement)

Annexure -10

Draft License Agreement

(License Agreement No.)

THIS AGREEMENT entered into at Noida on this/the _____day of’ 2021, between Noida Metro Rail Corporation Limited (NMRC) incorporated under the companies act, 1956 having its registered office at Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 hereinafter referred to as the ‘Licensor’ or NMRC (which expression shall unless repugnant to the context or, meaning thereof and include it’s successors and assigns) of the **First Party**

A
N
D

M/s -----, a Company incorporated under the provisions of Companies Act,1956/2013 and having its Registered office at -----
-----, hereinafter referred to as the ‘Licensee’ through it’s duly authorized signatory Sh..... (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Party**

WHER
EAS

- a) NMRC is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. Noida Metro Rail Corporation is registered as Infrastructure provider category– I (IP-1) with department of Telecommunication, Ministry of Communication, Govt. of India vide license Regd. -----to establish and maintain the assets such as spare fibres, Duct space & Tower for the purpose of grant on license basis to the licensee for the telecom services.
- b) NMRC, with a view to augment its revenues through non-operating revenue, had invited bids through Open E-tender from the eligible parties for Licensing of Optical Fibres on N-GN routes of NMRC Network as detailed in Annexure 1 of RFP. Pursuant to evaluation of the bids received and based on fulfilment of eligibility criteria as laid down in RFP/Bid document, M/s..... herein after called as the Licensee has been selected as successful bidder/Licensee for allotment of the optical fibre pair as detailed at Annexure-10.1 and Licensing of space as per annexure 10.2. on as is where is basis. The licensed fibre pair and space shall be used and utilised by the licensee as

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

per terms and conditions of draft license agreement.

M/shas been issued a Notice of Award(NOA) bearing No. dated, requiring inter alia, the execution of this License Agreement, within 45 days from date of receipt of full NOA payment.

- c) Based on Terms and Conditions of RFP and after due inspection and verification of the location of optical fibres and Said Premises/space and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.
- d) The selected bidder shall perform the obligations and exercise the rights under the Notice of Award (NOA), including the obligations to enter into the License Agreement, pursuant to the NOA for undertaking the License.
- e) NMRC has agreed to provide Licensing of spare optical fibre(s) detailed at Annexure-10.1, hereinafter referred to as 'optical fibre', to the LICENSEE, on payment of License Fee and other charges to NMRC plus all taxes like GST etc for undertaking the permitted activity as per the terms and conditions hereunder contained in this License Agreement.
- f) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by NMRC with regard to operational feasibility, aesthetics, and safety & security concerns. The licensee has represented that it has obtained requisite permissions and authority as per applicable law to undertake the permitted activity at the licensed premises.

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

- A. The following documents shall be deemed to form an integral part and be read and construed as part of this agreement, namely:
 - I. Notice of Award dated.....
 - II. Request for Proposal (RFP) including draft license agreement, its Addendums & Corrigendum
 - III. Any other document issued by / of NMRC forming part of the Bidding Process
- B. The Licensee hereby covenants as follows: -
 - I. Licensee hereby assumes full responsibility to undertake the license for leasing of optical fibres detailed at Annexure-10.1 and operate the same as per terms and conditions of License Agreement.
 - II. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

Licensee are subject to approval by NMRC with regard to operational feasibility, aesthetics and safety & security concerns.

- III. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from NMRC in this regard.
- IV. The Licensee confirms having examined the potential locations at Selected Metro Stations in detail and fully understands and comprehends the technical requirements for utilisation of optical fibres. The Licensee also confirms full satisfaction as to the business viability of licensing of optical fibres and premises/space at the selected Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NMRC under this License Agreement.
- V. Licensee shall also adhere to-
 - a) Procedure of NMRC regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC as detailed at Annexure-10.6
 - b) Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-10.5
- VI. That NMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

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

....-.....-2021

....-.....-2021

(.....)

(.....)

FOR AND ON BEHALF OF NOIDA METRO RAIL CORPORATION LIMITED

FOR AND ON BEHALF OF LICENSEE

In Witness WHEREOF the LICENSEE and the NMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

LICENSEE

NMRC

1. Definitions-

- 1.1. "Agreement" means this License Agreement executed between NMRC and Selected Bidder and includes the NOA, RFP document, any amendments, annexures and any other document forming part of the bidding process hereto made in accordance with the provisions thereof.
- 1.2. "Applicable Laws" means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 1.3. "Commencement Date" means the date of handing over of first lot of optical fibre pair.
- 1.4. "NMRC" means Noida Metro Rail Corporation Limited.
- 1.5. "Interest Free Security Deposit/Performance Security" means interest free amount/BG to be deposited by the Licensee with NMRC as per terms and conditions of License Agreement as a guarantee against the performance of the License agreement.
- 1.6. "License" means the grant of License by NMRC to the Selected Bidder, to utilize spare optical fibre pairs of NMRC Network, under terms and conditions of this Agreement.
- 1.7. "Licensee" means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
- 1.8. "License Fee" means the amount payable by the Licensee to NMRC for licensing of optical fibres as per terms and conditions of the License Agreement.
- 1.9. "License Period" means a period of Nine (09) years starting from the Commencement of License Agreement.
- 1.10. "Premises" means the bare space, on "as is where is basis", solely for placement and operation of telecommunication equipment for the purpose of utilisation of optical fibres licensed in this agreement.
- 1.11. "Selected Bidder" means the Bidder who has been selected by NMRC, pursuant to the bidding process for award of License.

2. Objective and Scope

- 2.1. Objectives of License Agreement:

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

- a) Licensing of spare Optical Fibres on N-GN route of NMRC Network for use by agencies/Licensees.
- b) To augment non-operational revenue for NMRC through Licensing of Spare Optical Fibres in NMRC network.
- c) Position Noida Metro as a most sought after location for use of Optical Fibres.
- d) Provide value to the Corporate who uses Optical Fibre in Noida Metro.

2.2. Scope of License:

- a) NMRC has extensive Optical Fibre network in Noida and Greater Noida region along its metro route. In line with the National Telecom Policy, Noida Metro Rail Corporation plans to license out spare fibre pairs on its existing OFC network with dropping facility at metro station(s) in between complying with the specification as per ITU-T recommendations G-652 working at 1310 nm/1550nm.
- b) Since NMRC metro route is a dedicated elevated route and optical fibre is laid along the elevated route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies.
- c) NMRC may also provide space for placement of equipment, power supply etc. as per demand of the Licensee and availability & feasibility of space at station.
- d) The Selected Bidder has been licensed with Optical Fibres detailed at Annexure "10.1" subject to the terms and conditions specified in the License Agreement. The allotment of fibres shall be done according to the clause 5.3 of the RFP. Accordingly, the license fee shall be charged to the licensee. It may be noted that Fibre length mentioned in the RFP is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.
- e) The fibres shall exclusively belong to the NMRC, without creating any right, title or interest of whatsoever nature in the said fibres in favour of the LICENSEE.
- f) The Licensee shall ensure compliance with permissible radiation limits for mobile towers as laid down by Municipal Corporation / State Government / Department of Telecommunications from time to time.

2.3. Licensee shall be responsible for the following activities:-

- a) Appoint an architect to interact with nodal NMRC representative to bring clarity in understanding of Fibres, to coordinate and implement decisions taken.
- b) Operate, manage and maintain the entire Optical Fibre and plans.
- c) Management and use of Optical Fibre including providing adequate professionally trained manpower.
- d) Obtain all approvals, permits, etc. from all competent and required authorities,

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

including different tiers of government, statutory, local, civic authorities, etc. at its own cost.

- e) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from NMRC.
- f) Comply with all statutory requirements in connection with License Agreement.
- g) Ensure regular and timely payments of all amounts due to NMRC and discharge all obligations as per License Agreement including License fee, GST etc. GST and surcharge thereon as applicable from time to time shall be paid extra by licensee.
- h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
- i) For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. NMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to NMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from NMRC.
- j) Designing of all units / structures to complement station architecture for installation of telecommunication equipment.
- k) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from NMRC.
- l) Licensee shall interface with Civil/Electrical/Signal & Telecom etc. during execution of work. Licensee shall also attend progress review meeting called on regular basis.
- m) Licensee shall also adhere to procedure of NMRC regarding release of electric supply and specification of materials to be used for use of electric supply, air conditioning work, fire protection system, fire NOC as detailed at Annexure-10.6 and material specification for renovation/refurbish of premises as per Annexure-10.5
- n) The property tax/ service charge applicable on the licensed premises, if any, shall be paid by NMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the license at the start of every financial year (i.e. NMRC shall raise the demanded by 15th April) and licensee shall pay/ submit to NMRC the property tax/ service charges demanded latest by the last day of the first month of every financial year (i.e. latest by 30th April of that year). This has been illustrated below for better understanding:
Date of raising demand of property tax/ service charge for the Applicable financial year under consideration: By 15th April of the said year
Last Date of payment dues against property tax/ service charge to NMRC for financial year under consideration: By 30th April of the said year

However, if for any reason NMRC does not raise the demand against property tax/ service charge for the financial year applicable under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/ service charge within 15 days from the date of raising of such demand

by NMRC.

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material breach of Contract of License Agreement and NMRC shall initiate proceeding as mentioned in relevant clause of License agreement of material breach of contract conditions.

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 Interest Free security Deposit of the Licensee. The applicable property tax/ Service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

3. Disclaimer

- 3.1. The Licensee acknowledges that prior to execution of this Agreement, it has extensively studied and analysed and satisfied itself about all the requirement of this License Agreement including but not limited to market and market conditions.
- 3.2. The Licensee acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from optical fibres and that it will be fully responsible for all its assessment in this regard.
- 3.3. The Licensee confirms having seen / visited / assessed the identified locations of the Metro Stations and fully understands and comprehends the technical, financial, commercial and investment requirements.
- 3.4. The Licensee also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

4. Tenure of License

- 4.1. The optical Fibre pair shall be handed over or deemed to be handed over within 30 days of receipt of full NOA payment, If the licensee fails to take over the fibres, all the stipulated fibres shall be deemed to be handed over to Licensee on 30th day of receipt of full NOA payment.
- 4.2. The License Agreement shall commence from date of handing over of first lot of optical fibre pair. Hence, this License Agreement shall commence from (Date).
- 4.3. License Agreement shall be valid for a period of Three (03) years subject to initial lock-in period of 3 (three) years starting from the Commencement of License Agreement, extendable for further 3 years and again for another 3 years on mutually agreed terms & conditions and on negotiable rates after every 3 years of license period, unless otherwise terminated as provided in Termination clause of the agreement.
- 4.4. Duration of License period shall be initially for 3 years extendable for further 3 years and again for further 3 years on mutually agreed terms and conditions and on negotiated rates after every 3 years of licence period. The tenure of license for the optical fibres and premises/space handed over subsequently shall be co-terminus

Comment [N10]: Lock in period to be discuss

with above period irrespective of date of actual handing over.

5. License Fee

- 5.1. Licensee shall be allotted the optical fibres in the route detailed at Annexure 10.1 on license basis and shall operate thereon the optical fibres licensed, as per terms and conditions of this agreement.
- 5.2. The License Fee from selected bidder shall be charged according to actual length of Optical Fibre measured through OTDR. NMRC may also provide space for placement of equipment, power supply etc. as per demand of the Licensee at station as per charges mentioned in Draft License Agreement. The minimum space provision will be of size 01mX01m i.e.1 sqm (minimum chargeable area) and space usage by bidder below 01mX01m will also be charged for the min size of 01 sqm. Any requirement of space above 01 sqm will be made available as per charges mentioned in clause 5.6 below, subject to feasibility and availability. 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. Partial surrender of fibre will not be accepted under any circumstances. Surrender of rack space will be allowed only one time.
- 5.3 Dropping of fibres may be permissible subject to availability and feasibility at stations only. The cable tray and space charges shall be applicable as stipulated in bid document. Wherever licensee uses the dropping facility, the optical fibre cable used by them for elevated stations shall be FRLS type.
- 5.4 The optical fibres shall be allotted to the bidders after measuring the fiber length from OTDR.
- 5.5 Commencement of License Fee- the License Fee shall commence immediately after the date of handing over or date of deemed handing over of optical fibre cable/space whichever is earlier.
- 5.6 The Licensee shall pay to NMRC in advance, on annual basis, all recurring payments of License fees etc. as required as per details and rates indicated in the table below-

S.No	Item	Rates for Licensing of Optical Fibres per pair per Km per month	Rates for Licensing of Space (If required and allotted) subject to minimum chargeable area of 1 sqm at each location
1	Licence Fee	xxxx Accepted rates of Selected Bidder subsequent to Bidding Process + GST.	Rs.6584/- per sqm per month + GST
2.	Maintenance Charges	Rs. 642/- per pair per Km per month+ GST	Rs. 4851/- per station per month+ GST
3.	Cable Tray Charges for use of existing cable tray route	Rs. 2161/- per Station Per month+ GST	

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4.	Usage Charges of Power	As per DISCOM rates and associated deposits and charges as applicable from time to time on back to back basis
5.	Interest Free electricity Consumption Deposit	Rs.xxxx/- Per KVA (As per UPERC policy applicable from time to time)
6.	Interest Free Security Deposit / Performance Security	12 months license fee for OFC and space applicable for the first year of the License Agreement.

6. Payment Terms:

- 6.1. The License Fees and other dues shall be payable annually in advance to NMRC, by the last working day of previous running year. However, the first year fixed license fee and other recurring charges shall be payable within thirty (30) days from the date of issue of Notice of Award (NOA). License Fee shall be charged on the actual length of optical fibre and area handed over to Licensee.
- 6.2. **The License Fee of optical fibres, License Fee of Space, Cable Tray Charges and Maintenance Charges for optical fibre and space and other recurring charges if, any, shall be increased and escalated by 7% per annum on a compounding basis after completion of every year of license period.**
- 6.3. The yearly license fee for OFC and space and other recurring dues shall be payable in advance for the following year by last working day of the previous running year.
- 6.4. The License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum of 1 (one) sqm at each location.
- 6.5. GST shall be paid extra and shall be paid by Licensee as applicable. Any revision in rates of GST will also be applicable.
- 6.6. The space provided for equipment may be Air-conditioned. Capital cost of Air-conditioning along with maintenance cost shall also be part of monthly/ Lump sum rentals. If Air-condition is not provided by NMRC and licensee needs Air-conditioning on said space, licensee shall install Air-Condition on its own cost as per the NMRC specifications with prior approval.
- 6.7. In case of non-payment of license fee and other dues, the licensee voluntarily agrees to permit the licensor "NMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- 6.8. 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

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down time shall be reconciled on yearly basis and the adjustment shall be done in subsequent year.

- 6.9. Licensee voluntarily and unequivocally agrees to make all payments to NMRC as may be due before the due date, without waiting for any formal advice from NMRC. The licensee shall preferably make the payment of license fees, other dues etc. to NMRC by E-mode i.e. RTGS/NEFT for credit of the designated A/c of Noida Metro Rail Corporation Ltd. after obtaining prior approval of NMRC & complying with laid down procedures as per Annexures-9B,9C & 9D. Payments may also be made by DD/PO in favour of Noida Metro Rail Corporation Ltd. & payable at Noida.
- 6.10. The reconciliation of license fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of license fee payable to NMRC shall be carried out along with payment of next year's License Fees.
- 6.11. Non-payment of License fees and other dues.
- a) Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle NMRC to terminate the License Agreement as per provisions stipulated in Agreement. Besides, the Licensee shall pay an interest @ 18% per annum on the amounts of License Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual number of day(s) of delay in payment.
 - b) Licensee shall periodically advise the details of payments made to NMRC. In the case of non-submission of such details, initially Third-party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of NMRC), then others dues / liabilities like electricity, OMC etc, and lastly License fee shall be accounted for.
 - c) The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from NMRC.
 - d) In case payment is not made by due date, a 30-days notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, NMRC shall be entitled to terminate the License within 30 day notice and shall be free to forfeit Interest Free Performance Security after adjustment of all payable dues to NMRC and take such other action available to it under this Agreement and as per Law.
 - e) Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits 100% dues as per issue / demand within 30 days of issue of Licensee Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the premises shall be discontinued on the 31st day of issuance of notice.

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- f) The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from concerned Station Manager or its authorized representative in proof of Licensee having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Managers or its authorized representative shall not be entertained.
- 6.12. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Security shall stand forfeited.
- 6.13. In case of non-payment of license fees and other dues, the licensee voluntarily agrees to permit the licensor "NMRC" to disconnect all utility services including electric supply to the licensed premises and also seal the premises. The licensee agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- 6.14 The optical fibre as detailed in Annexure-1 is tentative and subject to change. At the time of handing over of the optical fibre as per annexure 1, there may be a variation of up to (+/-)10 % from the tendered quantity subject to availability and feasibility at the sole discretion of NMRC & 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.

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 Licensee based on Availability & feasibility at the sole discretion of NMRC. No fitment period shall be provided in case of handing over of such additional fibre. **Interest free security deposit shall be increased & updated for any allotment beyond (+/-) 10% of the originally allotted/tendered fibre. The Tenure of such additional allotted optical fibre shall be Co-terminus with the tenure of the License agreement for the originally allotted optical fibre.**

Additional optical fibre over and above the tendered licensed quantity up to 10% of the tendered/licensed quantity and within fitment period shall be allotted and licensed on pro rata basis of applicable prevailing license fees. For optical fibre beyond the time frame of fitment period and /or more than 10% and up to maximum of 25% of the tendered licensed quantity, the same shall be allocated on a separately negotiated market rate.

7. Interest Free Security Deposit / Performance Security

- 7.1. Selected Bidder shall pay and submit NMRC Interest Free Security Deposit / Performance Security to NMRC equivalent to 12 (twelve) Months License Fee of the optical fibre licensed and Licensed space as per Annexure-10.1 and 10.2 of DLA. **The Interest Free Security**

Deposit / Performance Security shall be escalated and increased by 7% per annum on compounding basis after completion of every year of License Period. Interest Free Security Deposit/ Performance Security shall be paid as follows: -

- a) Interest Free Security Deposit up to Rs. 10 lakhs shall be paid in form of DD/PO only. For amount exceeding Rs. 10 lakhs initial Rs. 10 lakhs shall be paid in the form of DD/PO in favour of NMRC Ltd and for remaining amount exceeding Rs. 10 lakhs; minimum 50% of the IFSD shall be paid in form of DD/PO (up to a maximum of Rs. 50 lakhs) & balance or 50 % amount of the IFSD shall be paid in form of Bank Guarantee/DD/PO in favour of NMRC Ltd and payable at Noida. IFSD shall be paid and deposited as follows.
 - b) The Interest Free Security Deposit/ Performance Security which is submitted in the form of Demand/Bank Draft/PO shall be issued from a Scheduled Commercial Bank based in India in favour of "Noida Metro Rail Corporation Ltd." payable at Noida.
 - c) Irrevocable Bank Guarantee issued for IFSD shall be in the prescribed format of NMRC Ltd(Annexure-10.4) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to NMRC, from/payable at its branches located in Noida The Bank Guarantee shall be valid for at least three years from the date of its issue & shall be extended and renewed for further period of three years on rolling basis well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by NMRC without any prior intimation to the licensee.. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by NMRC without prior intimation to the licensee.
- 7.2. In case of Joint Venture/Consortium, the Interest Free Security Deposit/Performance Security shall be submitted in the name of the JV/Consortium. However, splitting of the Interest Free Security Deposit/Performance Security (while ensuring the Interest Free Security Deposit/Performance Security is in the name of JV/Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their percentage stake in joint venture/Consortium is also acceptable.
- 7.3. NMRC reserves the right for deduction of NMRC dues from Licensee's Interest Free Security Deposit / Performance Security for:
- a) Any amount imposed as a fine by NMRC for irregularities committed by the Licensee.
 - b) Any amount which NMRC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d) Any outstanding payment/ claims of NMRC remained due after completion of

relevant actions as per agreement.

- a. Once the amount under Clause 7.3 is debited, the Licensee shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.
- b. The interest free security deposit shall remain unchanged for (+/-) 10% variation in optical fibre length. In case of subsequent handing over of additional optical fibre length licensed to the licensee Interest free security deposit/Performance security shall be updated/increased as per area under possession of licensee and shall be paid within 30 days of date of issue of NOA & before handing over of additional area.

8. Taxes and Other Statutory Dues-

- 8.1. GST as applicable from time to time, shall be paid by the Licensee.
- 8.2. The property tax/ service charge applicable on the licensed premises, if any, shall be paid by NMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the license at the start of every financial year (i.e. NMRC shall raise the demanded by 15th April) and licensee shall pay/ submit to NMRC the property tax/ service charges demanded latest by the last day of the first month of every financial year (i.e. latest by 30th April of that year). This has been illustrated below for better understanding:
 - Date of raising demand of property tax/ service charge for the Applicable financial year under consideration: By 15th April of the said year
 - Last Date of payment dues against property tax/ service charge to NMRC for financial year under consideration: By 30th April of the said year

However, if for any reason NMRC does not raise the demand against property tax/ service charge for the financial year applicable under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/ service charge within 15 days from the date of raising of such demand by NMRC.

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material breach of Contract of License Agreement and NMRC shall initiate proceeding as mentioned in relevant clause of License agreement of material breach of contract conditions.

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 Interest Free security Deposit of the Licensee. The applicable property tax/ Service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

- 8.3. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License.
- 8.4. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Licensee.

- 8.5. Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.
- 8.6. Registration of License agreement: The Registration of License Agreement shall be done within 30(thirty) days of signing of License Agreement by the licensee (registration fee, stamp duty etc to be fully borne by the successful bidder/licensee) and the duly registered documents are to be submitted to NMRC individually for records. Any amendment in the contract/license agreement, if required to be registered, shall also be registered within 30 (thirty) days from the date of amendment and duly registered documents shall be submitted to NMRC for record. In case the registration of the License agreement /amendment is not done within 30 (thirty) days of signing of license agreement /amendment, it shall be treated as “material breach of contract” in terms of clause number 14 of draft License agreement. The successful bidder/ licensee shall be given 30 (thirty) days’ time to cure the default to the satisfaction of the NMRC within the cure period. NMRC may terminate the license agreement after the expiry of cure period dully forfeiting the interest free security deposit /performance security and any other amount paid by the successful bidder/licensee.
- 9. Regulations for Utilisation of Optical Fibre:**
- 9.1. NMRC agrees to provide Optical Fibre pair complying with the specification as per CCITT recommendations G-652 working at 1310 nm/1550nm.
- 9.2. The optical cables are terminated in telecom equipment room at a station. Licensee shall have to extend fibres from telecom equipment room to their location at their own cost. The licensee shall use FRLS cables in elevated Section/Schedule of the NMRC premises. Use of fibres & plan of fibres distribution & installation of distribution box shall be submitted in detail & in advance by Licensee. Licensee shall provide their conduit pipe beyond NMRC cable tray to extend their cable for lead out.
- 9.3. The fibres intended to be taken shall be jointly tested by Licensee Engineer with NMRC personnel. The fibres length as measured through OTDR shall be taken towards the payment consideration. The licensed fibres shall be within the specified fibre loss of 0.4db/km at 1550nm and 0.5 db/km at 1310nm.
- 9.4. Fibres can be tapped at the stations where dropping facility is available as per requirement of Licensee. Dropping of fibres may be permissible subject to availability and feasibility at station only. The cable tray and space charges shall be applicable. The dropping facility provided is fixed as detailed at Annexure-1. It may be noted that Fibre length mentioned is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.
- 9.5. NMRC will provide necessary approval for splicing and installation of fibre management and distribution required to be carried out by licensee in NMRC premises.
- 9.6. Maintenance & repairing of NMRC fibres will be done by NMRC of backbone i.e. TER to TER and any other maintenance beyond TER will be in the scope of licensee. Entry in NMRC premises shall be permitted for specific work on prior approval only.

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- 9.7. Licensee shall not create any infrastructure and functionary which shall create any kind of hindrance pertaining to NMRC's functioning, business and security. Licensee will follow and use existing cable tray route. If there are any gaps in the route, then the licensee will provide tray/conduit at his own cost.

The licensee will require to pay cable tray usage charges as given in clause 5.6 of General terms for licensing of optical fibre in NMRC network. In unlikely situation of cable tray not available, licensee will be permitted to lay entire cable tray at his own cost. In that particular case, maintenance cost of cable tray usage will not be charged.

10. Regulations for Preparation and Utilisation of Premises-

- 10.1. The subject space can be used for placement and operation of telecommunication equipment for linking or utilisation of optical fibres licensed through this License Agreement only.
- 10.2. 'As is where is basis': - The LICENSEE shall be licensed with the said licensed optical fibre, premises, space, equipment, installations, fittings and fixtures on 'as is where is basis' and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of NMRC in writing and when permitted by the LICENSEE the said additions and alterations shall be carried out by the LICENSEE at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the licensed premises and the same shall vest in NMRC. The Licensee shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DOT, TERM, TRAI and such other Statutory Authorities at its own cost and expense.
- 10.3. The Licensee shall submit, subject to minimum of, following documents for approval of NMRC before executing work / installation of equipment or tower at the licensed space:
- a) Layout plan of space showing placement of equipment.
 - b) Soil test report in case of Ground Based Tower/Mast.
 - c) Load analysis of tower/mast.
 - d) Details of Structural design of Tower/Mast including foundation details.
 - e) Complete set of structural drawing of Tower/Mast including foundation details.
 - f) Structural stability certificate duly certified by Competent Agency.
- 10.4. Approval of Plan: All the sites proposed by the Licensee in the plan shall be subject to approval by NMRC with regard to
- a) Structural stability,

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- b) operational feasibility,
 - c) aesthetics,
 - d) Safety & security concerns.
- 10.5. In this regard, the layouts/designs of the licensee shall be checked by NMRC and upon approval, permission shall be granted for installation of equipment.
- 10.6. If the plan/ design does not conform to the requirement of this License Agreement or standards of BIS / other relevant codes/ guidelines, NMRC may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Licensee shall resubmit its plan/ proposal after incorporating necessary modification for approval. Licensee shall install the equipment only in accordance with the written approval of NMRC at any licensed space.
- 10.7. Alterations and Renovations: -
- a) The LICENSEE will be allowed to carry out any alterations or renovations within the said premises but without altering or damaging the main/shell structure of the said premises. The LICENSEE will need to take prior written approval from NMRC by giving a written notice prior to commencement of any alteration works and if necessary NMRC reserves the right to ask for and review the renovation plan/drawings before providing consent.
 - b) The LICENSEE will be responsible for the costs of removing debris from the licensed premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by NMRC including any extra security costs, which are caused by, or in connection with, the works will also be to the LICENSEE's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by NMRC.
- 10.8. If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Licensee. Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NMRC shall not be liable or responsible for any of the act or omissions committed on the part of the licensee.
- 10.9. In case of any damage to NMRC property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the licensee and same will not be challenged in whatever manner.
- 10.10. Proper care should be taken at the time of grouting of bolts not to damage the water- proofing layer to avoid leakage and damage to structure.
- 10.11. The licensee will at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be

entertained by the licensor.

- 10.12. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of metro properties and its assets. Any physical damage or injury to the commuters or passers-byes due to lapses on the part of the LICENSEE will be the sole responsibility of the LICENSEE only and NMRC will have no legal obligations or liability towards the injured. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or NMRC employees or loss to NMRC property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle NMRC to terminate the License Agreement with 30 days written notice.
- 10.13. Access to stations for the purpose of placement and installation of equipment and its maintenance shall be regulated by the office of the. General Manager/Tech and the Licensee is required to take necessary permissions in this regard from the office of General Manager/Tech as per extant policy of NMRC. It is clarified that the permission to the Licensee shall not be unduly denied.
- 10.14. Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed inside the station and tunnel by NMRC including TETRA based train radio system. If any interference is noticed, then the licensee will take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days authorizes the licensor to take all necessary steps to prevent this interference at the risk and cost of the licensee. In addition, a penalty of Rs. 5000/- for each occasion of interference may be imposed by the licensor. Test reports and any other supportive documentation as may be required/ requested by NMRC, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of NMRC to this effect.
- 10.15. Solid Waste or waste: - A separate area may be earmarked within the licensed premises for the purpose of storage, which has proper systems for extrication pollutants and waste materials. The LICENSEE will have to make arrangements for disposal of solid waste, which will be got removed from the premises on a daily basis to ensure perfect cleanliness. The Licensee will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by NMRC. If solid waste is found disposed off on NMRC land or premises a penalty/fine of Rs.5000/- will be imposed by NMRC for each occasion.
- 10.16. No advertisement/branding in any format shall be allowed. If any point of time, Licensee found to be advertising at any location in any format, a penalty of Rs 25,000/- per location per instance shall be imposed on Licensee. However, LICENSEE can put a signage of size 1.5 ft X 3 ft at any location in its licensed space only showing generic name of the licensee. The signage may be illuminated or non-illuminated at the LICENSEE s option. The LICENSEE shall need to obtain a prior written approval from NMRC before putting up any form of signage. NMRC reserves the right of refuse or to

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suggest an alternation to the same. The signage shape and location etc. shall subject to architectural controls that may be issued & approved by NMRC.

- 10.17. The Licensee shall submit details along with contact details of his authorized representative(s) which shall be available at the Metro Station(s), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by NMRC official(s) shall be final and binding to the Licensee.
- 10.18. LICENSEE shall at his own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said premises.
- 10.19. LICENSEE shall appoint a Manager/ Supervisor whose scope of services shall be as follows;
 - a) Supervise the operations in the said premises.
 - b) They shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.
 - c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
 - d) Ensure that fire detection and suppression measures were installed inside their premises and kept in good working condition. The Fire Office/authorized personnel, of the licensor will have unfettered access to the said premises, for inspection/checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the licensor will be borne solely by the licensee.
 - e) Licensee should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The licensee should also ensure that all notified statutory provisions and standards are observed in this regard.
- 10.20. NMRC's covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the LICENSEE's possession of the Licensed Premises, LICENSEE's use of the premises, or the rights granted to the LICENSEE hereunder:
 - a) NMRC covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the LICENSEE keeps and substantially performs each and every term, provision and condition contained in the agreement, the LICENSEE shall peacefully and quietly enjoy the premises without hindrance or disturbance by NMRC or by any other person claiming by, through or under NMRC.
 - b) That on the LICENSEE paying the fee hereby reserved and observing and

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performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the Licensed Premises throughout the said term without any interruptions by the NMRC or by any person or persons claiming through under or in trust for him.

- c) That the overall control and supervision of the premises shall remain vested with NMRC who will have the right to inspect the whole or part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. NMRC also reserves the right to enter the licensed premises to repair and replace the fixtures provided by NMRC. If any fixtures or utility relating to operation of the MRTS (Metro) is running through the area licensed, proper protection as advised by NMRC will be done by licensee.

- 10.21. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security/fire checks by security/fire officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the licensor. Non compliance may be treated as Licensee's Event of Default.
- 10.22. Licensee shall install equipment and its fixtures conforming to international standards of high quality as per guidelines of DOT, TERM, etc.
- 10.23. All the equipment must be placed within the licensed premises only. Licensee shall barricade/fence the premises at own cost. Licensee will also display the information on general matters in licensed premises i.e. Licensee Name, licensed area in sqm, Rental Start, Rental End and Contact person of Licensee. No claim or compensation on this account will be entertained by the licensor.

11. Maintenance and Repair of Premises

- 11.1. Licensee shall keep and maintain the premises in neat, clean condition and in safe & sound manner during all the time of License tenure as required by the NMRC O&M administration/ municipal authorities. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by equipment or installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation. Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition.
- 11.2. LICENSEE shall bear the cost of minor day-to-day repairs and maintenance. All major repairs due to constructional defects shall be the responsibility of NMRC. If the major repairs or maintenance required to be carried out by NMRC are not carried out within reasonable time, the LICENSEE will have the right to get the needful done and deduct the cost thereof from the amount payable to NMRC.
- 11.3. LICENSEE shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

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- 11.4. The said premises, which have been handed over to the licensee under this agreement, shall be kept in good condition and maintained properly by the licensee at their own cost. If the property is not handed over in good condition as required under this agreement, NMRC reserves the right to seek exemplary damages and indemnification.
- 11.5. Further, NMRC can impose the fine on Licensee up to Rs 5,000/- per offence per instance on the following offenses:
- a) Any staff of Licensee found in drunken condition / indulging in bad conduct.
 - b) Any staff of the Licensee found creating nuisance on duty
 - c) Improper maintenance & defacement of the Metro Property.
 - d) Dishonour of drafts and Cheques given by Licensee in favour of NMRC.
Cheques will be accepted only in emergent conditions with prior approval of HOD level officer of NMRC.
 - e) Misbehaviour with staff and commuters of NMRC.
 - f) Not following safety and security norms as may be indicated by authorized representative of NMRC.
- 11.6. The amount of penalty shall become double the specified amount after five years from the date of commencement of License Agreement.
- 11.7. The option to impose fine, penalty, etc. under this License Agreement shall be exercised by NMRC official not below the rank of Dy.HOD.

12. NMRC's Infrastructure/ Facilities:

- 12.1. Electrical Specifications and Procedure for Release of Electric Power Supply- Electrical Specifications:
- a) Electricity supply will be provided as per terms and conditions indicated in Annexure – 10.6. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of equipments in the spaces licensed under this agreement. Licensee shall use energy efficient equipment. Licensee shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
 - b) Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company /Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company /Agency. DERC policy and Electricity Act (as amended from time to time) shall be applicable. The licensee shall make provision for TOD Energy meter as per DERC guidelines.
 - c) All fittings/ erections including electrical cabling, calibration and installation of Energy Meters, electrical MDI/TOD, etc. are to be installed as per NMRC's specifications.
 - d) NMRC may provide electricity at the point nearest to the required location on

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payment of required charges as specified in Annexure-10.6. The Licensee may also undertake electrical works for extension of power from nominated source under NMRC supervision and complying all codal provisions & NMRC specifications. The Licensee shall follow the provisions stipulated in "Rules and Guidelines for Release of Electric Power" (Annexure-10.6) as amended from time to time.

- o) In case of restricted availability of power supply/breakdown, the station power requirements would get first priority and this may result in restriction/restoring of power supply to the licensee in such situations. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lock-out, failures of incoming supply of NMRC or such causes where the supply of NMRC is affected by a cause or causes over which NMRC has no control, NMRC shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- p) Licensee shall also pay a refundable interest free consumption deposit @ Rs. 4500/- per KVA for sanction of electrical Load.
- 12.2. Water & Drainage facility: - No water and drainage facility will be provided by the NMRC.
- 12.3. Telephone:-NMRC may give permission for installation of cables for telephone/ telecommunication equipment subject to technical feasibility.
- 12.4. Parking: - The parking facilities provided as part of the Station parking may be used and all charges, fees and rules will apply as applicable to the general public and the commuters.
- 12.5. Encroachment: - The LICENSEE will strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area licensed. If any encroachment has been found at any location, the license fee of such encroached area shall be charged at double the rate of license fee applicable on that date from the date of previous inspection in which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager or his authorized representative is submitted to NMRC or the encroached space is got approved from the NMRC, whichever is later.
- 12.6. Re-connection Charges: - The licensee voluntarily agrees to make all payments as may be demanded by the licensor "NMRC" towards reconnection of utilities including electricity supply which may have been disconnected by the licensor for whatsoever reasons. The licensee undertakes not to seek any claim, compensation, consideration or damages due to such disconnection and reconnection.
- 12.7. Security Arrangement: - The LICENSEE will ensure safety and security of the optical fibre and the licensed space and other related equipments installed at the allotted area. NMRC in any case will not take any responsibility. However, in the event of any theft/loss of any nature, the licensee will indemnify and keep indemnified NMRC for

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any losses on this account.

- 12.8. Services Provided by NMRC: - Reasonable security services for the station building, Cleaning, trash removal and washing of the station building premises, Adequate Lighting in the common areas and exterior lighting outside the station building. In the event that any one of the services provided for by NMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, NMRC shall not be liable to the LICENSEE therefore provided however that NMRC shall use its best efforts to restore such services as soon as reasonably possible.

13 Force Majeure-

13.1 Neither NMRC nor Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Fire caused by reasons not attributable to the Licensee.
- d) Acts of terrorism.
- e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- f) Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and

The License fee for the portion affected due to Force Majeure shall be exempted for the affected period on pro-rata basis if the period of Force Majeure persists for more than 7 days.

- 13.2 Such Force Majeure occurrence shall be notified by the party which is rendered wholly or partially unable to perform its obligation under this agreement to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of 7 days to the other party and interest free Performance Security & Security Deposit shall be refunded by NMRC to the Licensee after adjusting outstanding dues, if any.

- 14 Material Breach of Contract / Events of Default** - Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default: -

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- 14.1 The Licensee shall maintain the validity of certificates required in Eligibility Criteria of RFP/Bid Document during the Tenure of License Agreement, failing which it shall be treated as a Breach of Contract.
- 14.2 If at any time during the subsistence of the License Agreement, there is non-conformity to the License Agreement or any time during the License Agreement, the Licensee indicates its unwillingness to abide by any clause of this License Agreement or repudiates the Agreement.
- 14.3 If the Licensee fails to pay License Fee or other amounts due to NMRC. Even non-payment of one-month License Fee will be considered an Event of Default.
- 14.4 If the Licensee is in persistent non-compliance of the written instructions of a NMRC officials.
- 14.5 If the Licensee or any of its representatives cause an incident or accident that results in injury or death to NMRC employees/ commuters or loss to NMRC property.
- 14.6 If Licensee is in violation of any of the other Clauses of this Agreement and after due written notice from NMRC fails to cure the Default to the satisfaction of NMRC.
- 14.7 The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by NMRC to the LICENSEE, provided however, that if the nature of the LICENSEE s default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the LICENSEE shall not be deemed to be in default if the LICENSEE shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion
- 14.8 The filing by or against the LICENSEE of a petition to have the LICENSEE adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy.
- 14.9 The appointment of a trustee or receiver to take possession of substantially all of LICENSEEs assets.
- 14.10 The attachment, execution or other judicial seizure of all of LICENSEE's assets.
- 14.11 If the licensee makes any of the following changes in ownership;
- i) any change in percentage stake of JV/Consortium by the members without prior written permission of NMRC.
 - ii) dilution of stake of lead member in JV/Consortium below 51% at any time during the license period .
 - iii) dilution of stake of any consortium member in JV/Consortium below 15% during the license period.

14.12 The registration of the license agreement shall be done within 30 days of signing of agreement by the Licensee) and the duly registered documents to be submitted to NMRC for record. In case the registration of the license agreement/ amendment if any is not done within 30 days of signing of License agreement /amendment, it shall be treated as "Material Breach of Contract". The Licensee will be given 30 days time to cure the default. In case the licensee fails to remedy the breach/default in this regard to the satisfaction of NMRC within the 30 days cure period, NMRC may terminate the License agreement after the expiry of cure period duly forfeiting the security deposit and any other amount paid by Licensee.

14.13 Non-payment of property tax as per clause 3.3(h).

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

15 Surrender/ Termination of License Agreement by Licensee:

15.1 Partial surrender of fibre will not be accepted under any circumstances. Surrender of rack space will be allowed only one time after lock-in period of 03 years.

15.2 If the Licensee is desirous of terminating the license hereby created before expiry of the lock-in period of 3(three) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NMRC. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of NMRC after adjustment of outstanding dues, if any, payable to NMRC. No grace period shall be provided to licensee in such a case. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NMRC will seize their property treating as Zero/Nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.

Comment [N12]: Lock in period to be decided

- 15.3 The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of 3(three) years. For this, the licensee shall give 180 days prior intimation to NMRC which can be given before completion of defined lock-in period of 3 (three) years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NMRC will seize their property at Zero/nil value. NMRC shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 15.4 If the Licensee is desirous of terminating the license after expiry of lock-in period of 3 (three) years without serving any intimation period or shorter intimation period than 180 days, the agreement shall deem to be terminated on completion of such improper short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NMRC. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else NMRC will seize their property at Zero/Nil value. NMRC shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages on this account.
- 16 Natural Completion of License Agreement:** In case of successful completion of the full term of 9(nine) years of the License period (in case no further extension is requested by the licensee), balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their media or else NMRC will seize their property at Zero/Nil Value. NMRC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in NMRC. NMRC shall be free to dispose-off the seized goods in any manner as deemed fit & Licensee shall have no claim for compensation, damages etc on this account.
- 17 Termination:**
- If any of the above Material Breach and Licensee Events of Default happens, then:
- a) NMRC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement by giving 30 days termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub-clauses of this Agreement.

- b) In consequent to termination of License Agreement on Licensee Event of Default, the Interest Free Security Deposit/Performance Security shall be forfeited in favour of NMRC after adjustment of all dues what so ever payable by the licensee. Any outstanding dues payable to NMRC shall be adjusted/ recovered from the advance license fee and forfeited interest free Security Deposit/ Performance Security. Balance outstanding dues, if remaining after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall also be recovered from the licensee.
- c) On operational exigency ground, NMRC reserves the right to partially or fully withdraw any licensed optical fibres and premises by giving three months advance notice. NMRC shall endeavour to provide alternate premises, if available and acceptable to the licensee. However, if licensee is not willing to shift their equipment to the alternate premises due to any reason, the respective premises shall be treated as withdrawn/terminated by NMRC and the respective Interest Free Security Deposit/ Performance Security shall be adjusted against outstanding dues in next invoice or refunded after adjustment of outstanding dues in case of termination of agreement. The Licensee shall be bound to vacate the premises within the given time period at his own expenses. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- d) **Termination due to Force Majeure conditions:** The License Agreement may be terminated for Force Majeure Reasons as specified in License Agreement.

18 Upon termination of this Agreement for any reason whatsoever:

- 18.1 On the date of termination, the connection between optical fibres of NMRC and optical fibres of licensee shall be disconnected. The electrical supply to the licensed premises shall be discontinued.
- 18.2 Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the License Agreement, the Licensee shall hand over the vacant spaces to concerned Station Manager or its authorized representative peaceful vacant possession of all Licensed Premises in the good condition except for reasonable wear and tear and acts of God and nature. Licensee shall remove all the equipment, fixtures, panels, etc. from NMRC premises within 30 days of issue of termination letter, failing which these structures, equipment, fixtures, panels, etc. shall become property of NMRC. If the property is not handed over in good condition as required under this agreement, NMRC reserves the right to seek exemplary damages and indemnification.
- 18.3 If the LICENSEE fails to vacate the demised premises within a grace period of 30 days of termination / surrender / natural completion of the agreement, the LICENSEE shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay the license fee for licensed space at the double rate of License Fee applicable at that time for the whole period of unauthorized occupancy, including the 30 days grace period. No grace period for termination by surrender within locking period.

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

- 18.4 NMRC shall repay amounts owing to the LICENSEE if any, after deducting all dues including usage charges such electricity charges etc. as per provisions of this License Agreement.
- 18.5 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto
- 18.6 Consequent to issue of termination letter, after approval of competent authority, the said premises will become free of all encumbrances for re-marketing.
- 18.7 If the Licensee fails to vacate the licensed premises / space within a grace period (free of cost) of 30 days of termination / surrender / natural completion of the agreement, penalty of twice the prevalent monthly license fee shall be chargeable for the occupation for and beyond this 30 days period. And after end of this 30 days grace period, NMRC shall take over the goods/property treating at NIL value, even if it is under lock & key; and NMRC shall be free to dispose-off the property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit/ Performance Security available with NMRC. No grace period shall be provided to licensee, if licensee terminates the contract within the lock-in period.

The licensee hereby indemnifies the NMRC against any loss, damage or part of license liabilities (including attorney's fees) arising as a result of any act of omission or commission on its part or on part of its personnel or/and in respect of non-observance of any statutory requirements or/and non-observance of any condition which relates to this agreement.

19. DISPUTE RESOLUTION

19.1 Amicable Resolution:

19.1.1 No legal action till dispute settlement procedure is exhausted.

Any and all disputes shall be settled in accordance with the provisions of Article 19. No action at law concerning or arising out of any dispute shall be commenced unless and until all applicable dispute resolution procedures set out in Article 19 shall have been finally exhausted in relation to that dispute or any dispute out of which that dispute shall have arisen with which it may be or may have been connected.

19.1.2 Notice of Dispute

For the purpose of Sub-Clause 19.1.2, a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination/surrender/completion of contract as advised/intimated by NMRC to the licensee.

Comment [N13]: To be discussed for arbitration

19.1.3 Two stages for Dispute Resolution

Dispute shall be settled through two stages:

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

19.1.4 Conciliation

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

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

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

19.1.5 Conciliation Procedure

The NMRC shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the licensee who shall choose one of them to act as Conciliator and conduct Conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996” of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

There will be no objection if conciliator so nominated is a serving employee of NMRC who would be Deputy HOD level officer and above.

The NMRC and the licensee shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming

under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

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

19.1.6 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

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

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

19.2 Arbitration

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

- a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by NMRC, shall be referred to Arbitration. Other matters shall not be included in the reference.
- b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by MD (NMRC) on behalf of MD/NMRC at the following address:

**Managing Director (NMRC)
Noida Metro Rail Corporation Limited
Block-III, 3rd Floor, Ganga Shopping Complex,
Sector-29, Noida 201301**

- c. The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

19.2.1 Number of Arbitrators: The arbitral tribunal shall consist of:

1. Sole Arbitrator in cases where the total value of all claims in question added together does not exceed Rs. 2.00 crores;
2. (Three) arbitrators in all other case.

19.2.2 Procedure for appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- i) In case of Sole Arbitrator: Within 30 days from the day when a written and valid demand for arbitration is received by General Manager/Tech on behalf of MD/NMRC, the NMRC will forward a panel of 03 names to the licensee. The licensee shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the NMRC. In case the licensee fails to choose one Arbitrator within 30 days of dispatch of the request of the NMRC then MD/NMRC shall appoint anyone Arbitrator from the panel of 03 Arbitrator as sole Arbitrator.
- ii) In case of 3 Arbitrators:
 - a) Within 30 days from the day when a written and valid demand for Arbitration is received by General Manager/Tech on behalf of MD/NMRC, the NMRC will forward a panel of 5 names to the licensee. The licensee will then give his consent for any one name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by NMRC.
 - b) NMRC will decide the second Arbitrator, MD/NMRC shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the licensee within 30 days from the receipt of the consent for one name of the Arbitrator from the licensee. In case the licensee fails to give his consent within 30 days of dispatch of the request of the NMRC then MD/NMRC shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to licensee or from the larger panel of Arbitrators to be provided to them by NMRC at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director / NMRC, Noida.
 - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is /are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in te opinion of the MD/NMRC fails to act without undue delay, the MD/NMRC shall appoint new Arbitrator / Arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
 - e) The NMRC at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the licensee.

19.2.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 13.2.2 above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

A working / Retired Officer (not below E-8 grade in a PSU with which NMRC has no business relationship) of any discipline of engineering or Accounts / Finance department, having experience in Contract Management of Construction Contracts; or

A Retired Officer (retired not below the SAG level in Railways) of any engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management of Construction Contracts; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in NMRC or a PSU with which NMRC has a business relationship) of any Engineering discipline or Accounts / Finance department, having experience in Contract Management of Construction Contracts or retired judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, Noida. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

19.2.4 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

19.2.5 Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the General Manager/Tech for the purpose of obtaining his decision. No decision given by the General Manager/Tech in accordance with the foregone provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during settlement through Conciliation proceedings.

Comment [N14]: Remove 19.2.3,4,5,7,10,11,12

19.2.6 It is agreed by both the parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast tract procedure specified in Sub-Clause (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

19.2.7 In the licensee(s) does/do not prefer his/their specific and final claims in writing, within a period of 28 days of receiving the intimation from the NMRC about the termination/surrender/completion of contract, he/they will be deemed to have waived his/their claim(s) and the NMRC shall be discharged and released of all liabilities under the contract in respect of these claims.

19.2.8 Arbitration proceedings shall be held at Noida, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

- 19.2.9 The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time schedule for conduct of Arbitral proceedings in a period of 180 days / 365 days will be made available to Arbitral tribunal for their guidance. Both the parties should endeavour to adhere to time schedule for early finalization of award.
- 19.2.10 The award of the sole Arbitrator or the award by majority of three arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 19.2.11 A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.
- 19.2.12 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

19.3 Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

19.4 Cost of Conciliation / Arbitration

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

19.5 Jurisdiction of Courts

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

19.6 Suspension of Work on Account of Arbitration

During the pendency of Arbitration/Conciliation proceedings, the licensee shall continue to perform and make due payments due to NMRC as per license agreement.

Encl: Schedule D

SCHEDULE D (PART-A)

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

Fee of the External Arbitrators Dealing with Arbitration Cases

S. No.	Description	Maximum amount payable per External Arbitrator, per case	
1.	Arbitration Fee	Refer section 11(14)- The fourth schedule of "The Arbitration and Conciliation (Amendment) Act, 2015"	
		Sum in Dispute*	Model Fee
		Up to Rs. 5.00 lakh	Rs. 45,000
		Above 5.00 lakh and up to Rs. 20.00 lakh	Rs. 45,000 plus 3.5% of the claim amount over and above Rs. 5.00 lakh
		Above Rs. 20.00 lakh and up to Rs. 1.00 crore	Rs. 97,500 plus 3% of the claim amount over and above Rs. 20.00 lakh
		Above Rs. 1.00 crore and up to Rs. 10.00 crore	Rs. 3,37,500 plus 1% of the claim amount over and above Rs. 1.00 crore
		Above Rs. 10.00 crore and up to Rs. 20.00 crore	Rs. 12,37,500 plus 0.75% of the claim amount over and above Rs. 10.00 crore
		Above 20.00 crore	Rs. 19,87,500 plus 0.5% of the claim amount over and above Rs. 20.00 crore with a ceiling of Rs. 30.00 lakh. * Ceiling limit of Rs. 30.00 lakh is inclusive of Rs. 19,87,500/-
		* Sum in dispute mentioned above shall include claim and counter claim made by a party also.	
<p>Note</p> <p>1. In the event, the arbitral tribunal is a sole arbitrator; he/she shall be entitled to an additional amount of twenty five percent on the fee payable as above.</p> <p>2. The fee shall be conveyed to Arbitrator(s) at the time of issuing the appointment letter.</p>			
2.	Secretarial Assistance & incidental charges (telephone, fax, postage, etc.	Rs. 20,000/- per case, payable to sole arbitrator or presiding arbitrator only on behalf of Arbitral Tribunal, in case where Secretariat Assistant / Personal Assistant is arrange by sole Arbitrator/Arbitral Tribunal at their own	

Comment [N15]: Delete it

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

		Or INR 10,000/- per case, payable to sole Arbitrator or presiding Arbitrator only on behalf of Arbitral Tribunal, in cases where Secretariat Assistant/Personal Assistant is provided by NMRC on the request of sole Arbitrator / Arbitral Tribunal. In such cases, Secretariat Assistant/Personal Assistant shall be paid @ INR 1000/- per hearing/meeting held in NMRC premises based on certification by sole Arbitrator or presiding Arbitrator of Arbitral Tribunal.
3.	Other Expenses (actual against bills subjected to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air), First Class AC (by train) and AC car (by road)
	ii) Lodging and Boarding	a) Rs. 15,000/- per day (in metro cities) b) Rs. 7,500/- per day (in other cities) c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements
4.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting
5.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by NMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.

Note:-

1. The above fee is not applicable to the officers of NMRC on panel.
2. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 KMS. Away from place of meeting.
3. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.

SCHEDULE D (Part B)

Fee of the External Conciliator dealing with Conciliation Cases

S. No.	Description	Maximum amount payable per External Conciliator, per case
1.	Conciliation Fee	Rs. 20,000/- per hearing (to be equally shared by both the parties) subject to a maximum of 4.00 lakh per case
2.	Reading charges/studying of documents	Rs. 20,000/- per case including counter claim, etc.
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, etc.)	Rs. 20,000/- per case
4.	Charges for preparing & issuing of Settlement Agreement	Rs. 25,000/-
5.	Other expenses (actual against bills subject to the prescribed ceiling) applicable for the days of hearing only	
	i) Travelling Expenses	Economy Class (by Air) ³ , First Class AC (by train) and AC Car (by road)
	ii) Lodging and Boarding	a) Rs. 15,000/- per day (in metro cities) b) Rs. 7,500/- per day (in other cities) c) Rs. 3,000/- per day, if any arbitrator makes their own arrangements
6.	Local Travel Charges	Rs. 2,000/- per day of hearing / meeting

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

7.	Providing facilities of hearing rooms, for arbitration hearings & secretarial assistance, etc.	Meeting Room shall be provided by NMRC, otherwise 5,000/- per day of hearing / meeting of Arbitration.
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SCHEDULE D (Part C)

Fee Structure for Departmental (NMRC) Conciliators dealing with Conciliation Cases

S. No.	Description	Maximum amount payable per Conciliator, per case												
1.	Conciliator Fee	Rs. 5,000/- per sitting (to be equally shared by both parties) subject to ceiling as prescribed below: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>S. No.</th> <th>Amount in Dispute (in INR)</th> <th>Ceiling Limit (In INR)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to 1 Crore</td> <td>Rs. 25,000/-</td> </tr> <tr> <td>2.</td> <td>1 to 10 crore</td> <td>Rs. 50,000/-</td> </tr> <tr> <td>3.</td> <td>Above 10 crore</td> <td>Rs. 75,000/-</td> </tr> </tbody> </table> <p>Note: The above fee is for hearings and includes a maximum of 3 internal meetings held at NMRC office by the Conciliators for finalization of award without the presence of the parties involved.</p>	S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)	1.	Up to 1 Crore	Rs. 25,000/-	2.	1 to 10 crore	Rs. 50,000/-	3.	Above 10 crore	Rs. 75,000/-
S. No.	Amount in Dispute (in INR)	Ceiling Limit (In INR)												
1.	Up to 1 Crore	Rs. 25,000/-												
2.	1 to 10 crore	Rs. 50,000/-												
3.	Above 10 crore	Rs. 75,000/-												
2.	Reading Charges/Studying of Documents	Rs. 5,000/- per Conciliator per case including counter claim												
3.	Secretarial Assistance & Incidental Charges (telephone, fax, postage, messenger, etc.)	Rs. 10,000/- per case												
4.	Charges for publishing settlement agreement	Rs. 10,000/- per case												

20. Miscellaneous

- 20.1. Insurance and Waiver of Liability- The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NMRC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to NMRC, suitable

evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold NMRC harmless against any liability, losses, damages, claims, expenses suffered by NMRC because of such default by the Licensee.

- 20.2 The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify NMRC Administration for any loss and damages suffered due to violation of its provision.
- 20.2 The Licensee shall comply with the laws of land including Noida Pollution Control Board guidelines regarding advertisement/display. NMRC will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- 20.3 The Licensee will not ask for any claim or seek any compensation from NMRC if any installation of equipment at licensed premises at any station is not permitted due to court order/local laws/civil authorities.
- 20.4 The Licensee hereby indemnifies NMRC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 20.5 The Licensee hereby agrees that NMRC shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NMRC. Licensee hereby indemnifies NMRC against the claims made by Licensee's employees against NMRC.
- 20.6 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NMRC against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to Property Business Wing of NMRC in accordance with NMRC's policies regulations prevalent at that time.
- 20.7 That no tenancy/sub-tenancy is being created by NMRC in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that:
- 20.7.1 That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
- 20.7.2 That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NMRC in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and
- 20.7.3 That the rights, which Licensee shall have in relation to the said premises, are only

those set out in this Agreement.

- 20.8 The relationship between NMRC and Licensee under and/or in pursuance of this Agreement is as between Principal and Contractor. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NMRC on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- 20.9 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of NMRC and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify NMRC from any claims that may arise in connection with above.
- 20.10 Employees conduct: The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the stations, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to NMRC with respect to all his personnel deployed. Further, within 45 days of issue of NOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work of media installation) to NMRC. All the Licensee's personnel shall be required to possess ID card while working in NMRC's premises as per prevailing procedure. Access inside the stations in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.
- 20.11 Misuse: - The licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and NMRC (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the licensee only. The Licensee will indemnify and keep indemnified NMRC for any losses on this account.
- 20.12 Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by NMRC) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The LICENSEE at its sole risk and expense, at all

times during the term thereof promptly comply with all such requirements. The LICENSEE shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The licensee shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time from the O/o MD (NMRC). Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon’ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of licensee.

Comment [N16]: Delete it

20.13 Licensee shall not be allowed/ entitled to sub-lease/ sub license the licensed optical fibre pairs/space further to Sub-Licensee.

20.14 The licensee shall not assign any of its rights or interest in this agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

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

21. Notices

21.1. That any notice to be served upon NMRC shall be sufficiently served and given if delivered to-“ Managing Director (NMRC), **Noida Metro Rail Corporation Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301.**

21.2. That any notice which may be required to be served upon the Licensee shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the License Agreement or delivered in person to the authorized representative of Licensee.

21.3. That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the MD or by his duly authorized representative.

21.4. Only written instructions/ notices of any party shall be entertained by the other party.

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

RFP for Licensing of Optical Fibres on N-GN route of NMRC Network

.....-2021

.....-2021

(.....)

(.....)

FOR AND ON BEHALF OF Noida METRO RAIL CORPORATION LIMITED

FOR AND ON BEHALF OF LICENSEE

In Witness WHEREOF the LICENSEE and the NMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

LICENSEE

NMRC

36. Annexure-10.1(Details of optical Fibre Licensed/allotted)

Annexure-10.1

Details of Optical Fibres Licensed/allotted

Sr. No	Section Name	Line	Total number of fibre pairs allotted	Approximate length of fibre pair of the Section (Km)which is licensed (Km)	Total route km of fibre pairs allotted & licensed (in Km)	Dropping Required at

NOTE: 1) It may be noted that Fibre length mentioned is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.

37. Annexure-10.2(Details of Space)

Annexure-10.2

Details of Space (Licensed for equipment)

Sr. No.	Station Name	Approx. Area in Sq. Meters subject to Min. chargeable area of 1 sqm at each location

38. Annexure-10.3 (Acceptance certificate)

Annexure 10.3

The Acceptance Certificate

We hereby confirm commissioning of Fibre Link between__to _____with _____number of Fibre Pairs. The link details are as follows based on the attached OTDR traces. The link is now ready and available for use of Licensee.

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

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

Fibre No... A-B
B-A

Fibre No...A-B
B-A

Fibre No.. A-B
B-A

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

Fibre No... A-B
B-A

Fibre No.. A-B
B-A

Link Distance (Kms):

Signature Signature

Date Date

For Licensee. For NMRC

39. Annexure-10.4(Format of Bank Guarantee)

Annexure-10.4

Format of Bank Guarantee

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at _____, (Noida) only on non judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head / Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Noida Metro Rail Corporation Limited (hereinafter called "NMRC"), having its office at **Noida Metro Rail Corporation Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301**, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

1. NMRC, with a view to augment its earnings through non-operating revenue, has leased Optical fibres at _____ Metro Stations to M/s _____ (hereinafter called "Licensee").
2. NMRC has agreed to provide to the Licensee optical fibres "as is where is basis" in accordance to NOA No. _____ dated _____.
3. Therein after referred to lease optical fibres on payment of License Fee to NMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of _____ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s _____ having their registered office at _____ has been accepted by NMRC vide NOA No. _____ dated _____.
6. As per the terms of the above mentioned NOA, the Licensee has been selected for leasing optical fibres for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to NMRC.

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8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) as a part of Interest free security deposit which is equivalent to the Annual license fee for _____ Metro Station, as security for the performance and fulfilment of all its responsibilities and
10. obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of NMRC.
11. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of NMRC for the due payment of Rs. _____ (Rupees _____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:–

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to NMRC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from NMRC, calling upon the Guarantor to pay the said amount. For the purpose of this clause, any letter making demand on the Bank by NMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
2. The Guarantor agrees that NMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of NMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between NMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advise of the BG to the designated bank of NMRC, through SFMS .
3. Any such demand made on the Guarantor by NMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force until(period of expiry) or till the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by NMRC, and as conveyed by NMRC to Bank.
5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted. Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.

6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by NMRC without any prior notice to the Licensee,
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by NMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of NMRC and further subject to adjustment for all damages suffered by NMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time NMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for NMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that NMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by NMRC against the Licensee or any indulgence shown by NMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of NMRC or any indulgence by NMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that NMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that NMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Noida.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force up to _____ or the extended period if any and shall not be revoked by the Guarantor at any time without NMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).
 - b) This Guarantee shall remain in force up to _____.

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c) Unless the demand/claim under this guarantee is served upon us in writing on or before _____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named _____

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

40. Annexure-10.5 (Material Specification for renovation/refurbish of premises)
Annexure-10.5

Material Specification for renovation/ refurbish of premises

Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
1	VITRIFIED TILES	Kajaria
		H&R Johnson (India)
		Naveen
		Somany
		Orient
		R K Ceramics
		Restile Ceramics Limited
		Asian Grando India Ltd
		Oasis (Maaarbomax Group)
		Euro Tiles
		Oracle Granito Limited (Marbitto Vitrified Tiles)
2	CERAMIC TILES/PORCELAIN TILES	Nitco
		Kajaria
		Bell Ceramics
		H&R Johnson (India)
		Mitco
		Regency Ceramics Ltd
		Somany
		Orient
		Kanzai Ceramic
		Raja Tiles
		Mridul Enterprises
		Italia
		Euro Tiles
3	TERRAZZO TILES	Hindustan Tiles
		Nitco
4	TACTILE	Pelican Ceramic Industries Pvt Limited
		UniStone Products (India) Pvt Ltd
		NimcoPretab Ltd
5	PVC FLOORS	Armstrong World Industries (India) Pvt Ltd
		Gerffloor India
		Tarken
		VeeKayPolycoats Limited
6	RAISED FLOORS	Hewelson/Kingspan Access Floors
		United Access Floors/United Insulation
		Uniflair
		Unifloor
		Acons
7	WOODEN	Armstrong World Industries (India) Pvt Ltd

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Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
	FLOORS	Action Tesa (Action Buildwell)
		Pergo
8	PU COATAED FLOORS	Cipy Polyurethanes
		H C Associaates
		Pidilite
		Shalimar Paints
		Sika
9	GRC PAVING TILES	Unistone
		Nimco Prefab
		Hindustan Tiles
10	PAVERS & CHE-QUERED TILES	UniStone Products (India) Pvt Ltd
		CCC Builders Merchant Noida Pvt Ltd
		Nimco Prefab
		Hindustan Tiles
		Terra Firma (Now Terra Firma GRC & Concrete Industries)
		Nilco
		Hindustan Tiles
		Ultra Tiles
		OrasieGranito Limited (Marbito Vitrified Tiles)
11	MOSAIC TILES	Bisazza (Glass Mosaic Tiles)
		Mirdul Enterprises
		Italia
		Kenzai
		Opio
12	EMULSION PAINTS	ICI Dulux
		Modi Industries
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints
13	SYNTHETIC ENAMELS	ICI Dulux
		Acro Paints
		Asian
		Berger
		Nerolac
		Jenson & Nicholson
		Kamdhenu Paints
		Shalimar Paints
		Sherwin Williams Paints

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Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
14	TEXTURE PAINTS	Spectrum
		Unitjile
		BarkeliteHylam (Surface Texture Division) "Heritage" Paints
		Texfin Products (M/s Niko)
		Acro Paints
		Birla
		ICI Dulux
		NCL AL TEK
		Kamdhenu Paints
		Bizzar
Sherwin Williams Paints		
15	POL YURETHANE PAINTS	MRF Paints
		Nerolac
		H C Associates
		Modi Industries Ltd (Paint Section)
16	WALL CARE PUTTY	J.K. White
		Unistone
		Birla (Aditya Birla Group)
		Shalimar Paints
		Gyproc Wall Putty (Saint Gobam
17	GLASS 9FNOAt / Toughened)	FNOAt Glass India Ltd (Asahi fNOAt)
		Asahi FNOAt (AIS)
		Modigaurd
		Glaverbel
		Saint Gobam
		Sejat
18	STRUCTURAL GLAZING FABRICATORS	PERMASTEELISA (INDIA) PRIVATE LIMITED
		Alufit (INDIA) Pvt Ltd
		SP Fabricators Pvt Ltd
		Alpro India
		AshooDecore (India) PvtLtd
		Façade India Testing Inc
19	ALUMINIMUM COMPOSITE PANEL	AlucoBond
		ReynobondMarketedd through Kawneer India Stockists HECTAFINE CONSTECH INDIA PVT LTD)
		ALPOLIC (A Mitsubishi product)
		Alsgtrong
		Alex Panels
		AL STONE INTERNATIONAL
		Aludecor Lamination Pvt Ltd
		Alupan Composite Panels Pvt Ltd
20	GRC PRODUCTS (GARC Screen Panels etc.)	UniStone Products (India) Pvt Ltd
		Hindustan
		TERRA FIRMA GRC & CONCRETE Industries

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Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
21	WAX PLASTER	Unitile India Pvt Ltd
		Oikos India Pvt Ltd
		Acro Paints
22	GYPBOARD CEIL-INGS	Gyproc (Saint Gobain)
		Lafarge Boral Gypsum India Pvt Ltd
23	CALCIUM SILI-CAATE BOARD	Promat
		Hilux
		Acon Pan
		Aeroline
24	SS MS / GI POWDER COATED CEILING	Hunter Douglas
		Armstrong
		Durfum
25	ADHESIVES FOR TILES	Pidilite
		Araldite (Huntsman Advanced Materials
		Toyo Ferrous Crete (P) Ltd
		SumanyEzy Grout
		MYK Laticrete
		Maper
		Unistone Ultimate Tile Adhesive
26	TILE JOINT FILLER	Bal Adhesives and Grouts
		"Roff Rainbow Tile mate" of Roff Construction Chemicals Pvt Ltd
		Winsil 20/ malibu-tech
		Silicon Sealant of GE Bayer Silicone
		"Zentrival FM" of MC-Bauchemie (India) Pvt Ltd
		MYK Laticrete
		Toyo Ferrous Crele (P) Ltd
		Mapei
Unistone Super Grout		
27	POLY SULPHIDE SEALANTS	Pidilite
		STP Limited
		Sika
		CICO
		BASF
		FOSROC
		SWC
28	SILICONE SEAL-ANTS	GE Bayer Silicones
		Dow Corning
		Sika
		McCoy Soudat
29	SILICON WATER REPELLANT SO-LUTION	GE Bayer Silicons
		Metroark
		MC Bauchemnic
		Choksey Chemicals

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Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
30	POL YURETHANE SEALANTS	3M
		SIKA
		McCoy Soudal
31	PLYWOOD	DuroplySharda Ply Wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		SwastikPlyboard Ltd (Swati Plyboard)
		Merino
32	BLOCKBOARD	Duroply-Sharda Ply wood Industries
		Century Ply
		Kitply
		Green Ply wood
		Virgo Lam (M/s Virgo Industries - Virgo Plywoods Ltd)
		Merino
33	LAMINATE	Decolam / Decolite (A Bakelite Hylam Product)
		Formica Corporation
		Sundek International Decorative Laminates
		BAKELITE HYLAM LTD
		Greentam Asia Pacific Pvt Ltd
		Merino
34	PRE-LAMINATED PARTICLES BOARD	Novopan (GVK Group)
		Ecoboard
		Action Tesa (Action Buildwell)
35	FLUSH DOORS	Kanchan Ply
		SwastikPlyboard Ltd (Swati Plyboard)
		Kutty's
		Diamond Flush Doors/Star Metal Forms P Ltd
		Alpro Panels
36	COMPACT LAMINATION DOORS	Merino
		Greenlam Asia Pacific Pvt Ltd sturdy rest rooms and cubicals
		Green Ply wood

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Approved - vendors – list		
Sl. No.	Items/Products	Approved Vendors
37	PRESSED STEEL DOOR FRAMES	Agew Steel Manufactures Pvt Ltd
		SenHarvic Windows Private Limited
		Oaynus
38	FIRE DOORS	Signum Fire Protection (I) Pvt Ltd
		Godrej & Royce Manufacturing Company Limited
		Radiant Fire Protection Engineers Pvt Ltd.
		NAVAIR International Ltd
		Sehgal&Sehgal
		ShaktiMet
39	SANITARYWARAE	Hardware
		Cera
		Roca
		Pafrryware
		Euro
		Somany
40	SANITARY & BATH FITTINGS	Mayur/Othello
		Jaquar and Company Pvt Ltd
		Kohler
		Kingsion (Plastocraft Sanitary India Pvt Ltd
		Cauret
		Marc
41	FRAMELESS GLASS PARTITION FIXTURES	Dorma
		Hafele
		Dorset
		Dline
		Insta Hardware
		Hardwya
42	SPIDER FITTINGS/PATCH FITTINGS	Ozone
		Kitch
		Dunex
		Dline
43	ANCHOR FASTENERS	Hilti India
		BOSCH FISCHER
		Canon Fasteners
		Axel
		Boun Group
44	STONE GLADDING CLAMPS	Hilti India Pvt Ltd
		BOSCH FISCHER
		Canon Fasteners
		Boun Group

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45	DOOR HARD-WARE	Dorma
		Hafele
		Dorset
		Dline
		Hardwyn
		Ozone
		Heffich India Pvt Ltd
46	DRAINAGE PIPES	TirupatiPlastomatics
		Duraline
		Rex
47	DUCTILE IRON PIPES	Electro steel
		Jindal (Hissar)
48	CAST IRON (A) S/S PIPES & FITTINGS (IS:1536) Kesoram	Kesoram
		KDPL
		NEECO
		HEPCO
49	GI & MS PIPES (IS: 1239 PART I & II, IS: 3589)	Jindal (Hissar)
		Surya
		SwastikPlyboard Ltd (Swati Plyboard)
		Prakash
50	GI FITTING MALLEABLE (IS: 1879 PART 1 TO X)	Zoloto
		Unik
		"R"
		KS
		DRP
51	UPVC PIPES & FITTINGS (IS: 4985-1981)	Finolex
		Supreme
		Prince
		Polypack
		Jindal Plast (India)
52	CPVC PIPES & FITTINGS	Flowguard - Astral
		Ajay
		Ashirwad

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Sl. No.	Items/Products	Approved
53	STONEWARE PIPES 7 GULLY TRAPS (IS:651)	Perfect
		Anand
		R.K.
		Priya
54	RCC DSPIPES (IS:458)	Pragati
		Jain Spun
		Daya Spun
		Usha
55	COPPER PIPES & FITTINGS	Mehta Tubes
		Rajoo
		Maxflow
56	HOPE PIPES & FITTINGS	Gebreti
		Reliance (hasti)
		Nosif
57	STAINLESS STEEL PIPES	Remi
		Jyooti Apex
		Kamdhenu
58	PPR PIPES & FITTINGS	Supreme
		Prince
		Uro-Allwin
59	POLYBUSYLENE (PB) PIPES & FITTINGS	Georg Fischer
		Flexalen
60	MODIFIED BIT-TUMINOUS MEM- BRANE ROOF WATERPROOFING	Multiplas Standard of Integrated Waterproofing Membrane Limited / SUPER THERMOLAY/POLYFLEX of STP Limited
		"LOTUS-3" of the Structural Waterproofing Co. Limited
		Sika
		Kemco
		KrytonBuildmat
		MBT
FOSROC		

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Approved - vendors –		
Sl. No.	Items/Products	Approved
61	INTEGRAL CRYSTALLINE WATER-PROOFING METHOD	KrytonBuildmat
		Penetron
		Mapei
		Vandex International Ltd
62	POWDER COATINGS	Berger
		Nerocoat
		Jenson & Nicholson
		Jatun
		Radiant anodisersPvt Ltd
63	ALUMINIUM SECTIONS	Hindustan Aluminium
		Jindal Aluminium Ltd
		Bhoruka
		Bharat Aluminium Company Limited/vedanta BALCO
		Hindalco
64	HOLLOW SECTIONS, PIPES	Surya Pipes
		Hi - Tech pipes
		JSW
		JSPL
		Bihar (Bihar Tubes Ltd)
65	M.S. TUBES/SECTION	Tata Metal
		Liyod Metal
		NSL Limited
		Bihar Tube Ltd
		Swastik Pipes Ltd
		JSW ISPAT
		Rana
66	SS WORKS	Dharam Industries (FABRINOX)
		Ozone
		Jindal Stainless (JSL)
67	ROOFTING SHEETS	Roof fit (Fibre Glass Roofing, Metal Roofing, galvalume Sheets)
		Wonder sheets (3 layer - UPVC Wonder Sheets Pro)
		I Loyd Insulations India Limited
68	METAL ROOFS	"TRACDEK" Interarch Building Products Pvt Ltd (Metal Roofing Sheet)
		TATA Bluescope (Metal coated and Pre-painted Sheets " Zinalume" "Colortionedd")
69	POLYCARBONAIIC SHEETS	"Lexan" (SABIC Innovative Plastics) Danpalon
70	TENSILE FABRIC	Fenan
		Mehler

41. Annexure-10.6 (Rules and guidelines for release of electric power)

Annexure-10.6

Rules and Guidelines for Release of Electric Power

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of NMRC at station; availing power supply from outside agencies in NMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available NMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire.
3. NMRC will attempt to provide electricity at the point nearest to location after getting application as per Annexure-A; licensee is required to undertake electrical work for extension of power from nominated source and as per cable layout plan released by Electrical O&M at the time of Load sanction under NMRC supervision and complying all codal provisions listed NMRC specifications as per Annexure C, & upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
4. NMRC provides power supply (Temporary/Permanent) up to leased premises on chargeable basis. Subject to completion of following work by the Licensee.
 - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric Load) FRLS for RC section (from source to nearest point) as per standard specifications.
 - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.
 - Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of U.P. and NCR and shall provide installation test report as per Annexure-B. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises are mentioned in Annexure-C. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-E. The work executed by licensee shall be inspected by NMRC representative for ensuring compliance of specifications / stipulations of contract.
5. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected NMRC accessories i.e. cable trays, and false ceiling etc.
6. Temporary Power supply for fitment of leased area:
 - a) If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. At the request of licensee, electrical O&M shall permit temporary electricity connection for fitment period. The electricity supplied during the period shall be charged as per the prevalent DISCOM guidelines for charges pertaining to temporary supply. The arrangement for availing temporary supply i.e, supply and installations of energy meters, cables, related

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switchgears etc.(as per NMRC specification at Annexure-C) shall be responsibility of the licensee. NMRC shall only provide the tapping point from where supply to be extended. In order to avail the temporary supply the Licensee shall give written request to Electrical O&M through concerned controlling department. NMRC shall provide a Temporary Load of minimum 1KVA or up to 2 KVA for every 100 sqm or proportionate with respect to of leased area. If the licensee desires to have excess Load than specified above than excess power of 10 KVA may also be granted with the prior approval of Electrical/O&M.

b) If even after the completion of the fitment period if the licensee does not apply for permanent supply with all the electrical and fire safety compliances then maximum permissible time of 60 days shall be granted to the licensee on the previously approved temporary Load. No extra Load/Permanent Load shall be granted till all the safety compliances are complied. After 60 days of the fitment period, PD/PB/S&T department shall ensure that no any commercial activity is further permitted till the compliances of the electrical and fire safety issues.

7. Procedure for release of Permanent Supply: The permanent Load shall be supplied normally at the rate of 0.5KVA/sqm in case of elevated station. The excess power if required may be granted subject to availability of spare Load with NMRC. The Load shall be given after ensuring all safety compliance and completion of electrical and fire safety works as per Annexure-E in leased premises in all respect i.e, complying to the necessary stipulations as specified in these documents, other relevant contract documents, applicable standards and ensuring that work executed by licensee is aesthetically pleasant. Format of application for electric connection and lists of documents required is attached at Annexure-A
8. TARIFF: Rate of electricity shall be charged from licensee which is applicable for concerned DISCOM from where NMRC is sourcing power.

42. Annexure-10.6 A(Format of application for Power supply)

Annexure –10.6 A

Format of Application for Power Supply

<u>Name and Address of Licensee:-</u>			
S. No.	Items	Details	Remarks
1	Station Name		
2	Reference to allotment letter (Copy to be attached)		
3	Load Requirement		
4	Details of submission of Advance Consumption Deposited as per Load		
5	Details of Cable installed along with earthing (Make and rating) Attach cable test report		
6	Details of MCCB/MCB installed (make and rating)		
7	Details of ELCB installed (make and rating)		
8	Details of MDI / TOD Energy meter installed (Make and rating)		
9	Attach Original Meter Test Report	Yes /NO	
10	Energy Meter Sealed, if Yes Meter Seal No.		
11	Please confirm whether lockable meter box with earthing has been provided and sealed by NMRC representative.	Yes /NO	
12	Attach Cable layout plan (released by Electrical O&M)	Yes /NO	
13	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper As per Annexure - F or G.	Yes /NO	
14	Please confirm whether fire extinguisher have been provided with make & specification		
15	All debris, waste material have been removed from installation	Yes /NO	

Procedure

1. After ensuring completion of all electrical works as per stipulations and compliance of all safety requirements i.e. Fire safety, clearance by local fire service etc. Licensee shall apply for permanent connection to concerned PD / PB/ S&T department in above form.
2. Electrical Department shall carry out inspection as per prescribed Performa at site and if found complied, permanent electric connection shall be released. Fire compliance depends on the size of PB/PD property premises, so detailed Fire inspection Performa is placed at Table-2 (Annexure-A).
3. Before execution of electrical work, licensee shall get inspected it's all material form E&M supervisor and licensee shall submit all corroborated documents regarding specifications as mentioned in Annexure-A.

43. Annexure-10.6 B(Electric installation test report)

Annexure-10.6 B

Electrical Installation Test Report

S.N.	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make (Manufacturer's test report is to be enclosed)	

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of NMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energization.

I shall be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid Govt. electrical Contractor license is attached.

Seal & Signature of the Licensee

Seal & Signature of Electrical Contractor

(Holding Valid Govt. License)

44. Annexure-10.6 C(Specifications for Electrical works)

Annexure-10.6 C

Specifications for Electrical Works

1. Licensee is required to obtain prior approval of NMRC before carried out any work pertain to electrical & fire. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision electric till be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For station Load up to 10 KVA shall given in single phase. Load above this it shall only be given in three phase. Licensee is required to balance Load at his end so that no unbalancing occurs at NMRC end.
3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. Cables for single phase shall be three core, with one core as earth for the single phase, both for elevated section of NMRC. For three phase Load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing.
4. For, elevated stations all wires shall be FRLS. Cables shall be armored, XLPE, FRLS.
5. The meter along with MCB-& ELCB box will be metallic and without any holes. DPMCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table-1
6. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
7. All materials specification must follow standards, codes and specification as specified in **Annexure-C, Table-I Annexure -C/I**.
8. In case, the licensee draws power more than the sanctioned Load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess Load. On the subsequent occasion, NMRC reserves the rights to revoke the license and forfeited the interest free security deposit.
9. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
10. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
11. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL - 94 standards on flammability of material.

	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size (Sq.mm.) DB to Licensee premises
ELEVATED STATIONS	0 - 0.1	0.5	16, 30	3 Core x 1.5
	0.1 - 0.2	1	16, 30	3 Core x 1.5
	0.2 - 0.5	2	16, 30	3 Core x 1.5
	0.5 - 0.7	3	16, 30	3 Core x 1.5
	0.7 - 0.9	4	16, 30	3 Core x 1.5
	0.9 - 1.2	5	16, 30	3 Core x 1.5
	1.2 - 1.4	6	16, 30	3 Core x 1.5
	1.4 - 2.3	10	16, 30	3 Core x 2.5
	2.3 - 3.7	16	16, 30	3 Core x 4
	3.7 - 4.6	20	25, 30	3 Core x 4
	4.6 - 7.4	32	32, 30	3 Core x 6
	7.4 - 9.2	40	40, 30	3 Core x 10
9.2 - 10.0	50	63, 30	3 Core x 16	
UNDER GROUND STATIONS	0 - 0.1	0.5	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	0.1 - 0.2	1	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	0.2 - 0.5	2	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	0.5 - 0.7	3	16, 30	3 Core x 4 Sq. mm Copper Conductor (for single phase)
	5.0 - 7.2	10	25, 30	4 Core x 6 Sq. mm Copper Conductor (for three phase)
	7.2 - 10.0	16	25, 30	4 Core x 6 Sq. mm Copper Conductor (for three phase)
	10.0 - 18.0	25	25, 30	4 Core x 10 Sq. mm Copper Conductor (for three phase)
	18.0 - 25.0	40	40, 30	4 Core x 16 Sq. mm Copper Conductor (for three phase)
	25.0 - 38.0	63	63, 30	4 Core x 25 Sq. mm Copper Conductor (for three phase)
	38.0 - 40.0	63	63, 30	4 Core x 38 Sq. mm Copper Conductor (for three phase)
	40.0 - 50.0	100	100, 30	4 Core x 50 Sq. mm Copper Conductor (for three phase)

Table: 2 Fire Safety measures

FIRE SAFETY INSPECTION CHECK-SHEET			
[For Kiosk / Shops area up to 250 m ² inside station building]			
Licensee: _____ Floor Area _____ Floors : _____ Station: _____			
Line: _____ Date: _____			
S N	CHECK POINT	OBSERVATION	REMARKS
KIOSKS (up to 100 m² area)			
1	Provision of fire extinguishers		
a	Up to 10 m ² : One ABC 2 Kg fire extinguishers m		
b	Above 10 m ² and below 50 m ² : One ABC 4 Kg fire extinguisher		
c	Above 50 m ² and below 100 m ² : One ABC 4 Kg fire extinguisher and one 9 ltr water type		
SHOPS (up to 250 m² area as integrated design part of metro station)			
1	Provision of fire extinguishers		
a	Up to 10 m ² : One ABC 2 Kg fire extinguishers		
b	Above 10 m ² and below 50 m ² : One ABC 4 Kg fire extinguisher		
c	Above 50 m ² and below 100 m ² : One ABC 4 Kg fire extinguisher and one 9 ltr water type extinguisher		
d	Above 100 m ² and below 250 m ² : Atleast two ABC 4 Kg fire extinguisher and two 9 ltr water type extinguisher		
2	Provision of smoke detector		
a	At true ceiling level provided by NMRC		
b	Below false ceiling provided by licensee and connected with station FACP		
c	Smoke detector/s available in each room		
3	Provision of sprinklers		
a	At true ceiling level provided by NMRC		
b	Below false ceiling provided by licensee and connected with station sprinkler line		
c	Sprinkler/s available in each room		
OTHER CHECK POINTS			
1	Any unsafe electrical works?		
2	Other applicable fire prevention, life safety and fire protection measures with respect to occupancy class is implemented ?		
3	Is good house-keeping practice followed ?		
Note: For bigger commercial spaces, i.e. More than 250 m ² area, joint inspection will be conducted on the basis state fire service's issued directives and approved plan for execution by licensee.			
NMRC Inspecting Officials Details:		Licensee Details:	
Sign : _____	Sign : _____	Sign : _____	
Name : _____	Name : _____	Name : _____	
Emp ID : _____	Emp ID : _____	Emp ID : _____	
Department : Fire Wing	Department :	Licensee : _____	

45. Annexure-10.6 C/I (List of approved Make)**Annexure-10.6 C/I**

List of Approved Makes

S. No.	Item	Approved Makes
1.	GI Conduit Pipes	BEC, AKG, NIC, Steel Craft -- ISI Marked or any reputed make with prior approval of E&M department of NMRC.
2.	GI Conduit Accessories	Confirming to BIS as per approved samples
3.	Copper Conductor FRLS , PVC insulated wires (IS: 7098)	National, Ecko, Cords Cables, Finolex, Havells, Grandly, NICCO, Asian, Poly Cab or any reputed make with prior approval of E&M department of NMRC.
4.	Copper Conductor FRLSZH , insulated wires (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of NMRC.
5.	FRLS Cables (IS: 7098)	Fort Gloster, NICCO, Cords Cables, Finolex, Asian/RPG, KEI, Havells, Polycab, CCI, Universal or any reputed make with prior approval of E&M department of NMRC.
6.	FRLSZH , XLPE Cables (BS-6724)	Polycab, Ducab Dubai, Cords Cables, KEI or any reputed make with prior approval of E&M department of NMRC.
7.	Switches & Socket outlets	Crabtree, Anchor, MDS, LK (Schneider) or any reputed make with prior approval of E&M department of NMRC.
8.	MCB, RCCB (ELCB)	L&T Hager, MDS, Siemens, GE, Merlin-Gerin, ABB, Schneider or any reputed make with prior approval of E&M department of NMRC.
9.	Distribution Boards	L&T Hager, MDS, Siemens, ABB, INDO, ASIAN, Havells, GE, Schneider or any reputed make with prior approval of E&M department of NMRC
10.	Energy Meters with MDI/TOD (pre-paid)	L&T, Secure, Ducati or any reputed make with prior approval of E&M department of NMRC.
11.	Luminaries (only LED Lights use)	Philips / Schrader / Osram / Bajaj / Thorn / Crompton or similar with the prior approval of E&M department of NMRC.

Note: - NMRC reserve the right to set tested all material from any govt. lab and licensee shall be bear cost of third party testing.

Licensee is required to use only approved make as mentioned above. However in case of any difficulty for procurement of cable of above make, Licensee shall

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submit detailed catalogue, technical specification, test reports of alternate make for approval to Electrical O&M HOD, only after its approval the alternate makes shall be allowed.

46. Annexure-10.6D(Specification of Air Conditioner)

Annexure-10.6D

Specification of Air Conditioner

Split type air conditioners conforming to IS:1391(Part-2)-1992 with amendment No.1 fitted with hermetically sealed air compressor operating on refrigerant R-22 suitable for wall mounting and conforming to following specifications. Split AC shall be preferably five star rated. Approved makes are Hitachi / O-general / Daikin / Carrier.

General Technical Requirements

1. Air conditioners shall be suitable for 230V, 50 Hz single phase AC supply, capable of performing the functions as Cooling, Dehumidifying, Air circulating and Filtering.
2. The air conditioners shall be fitted with hermetically sealed type suction cooled reciprocating or discharge cooled rotary compressor (as applicable), compressor unit operating on Refrigerant R-22 with suitable rated capacitor start electric motor. It shall be equipped with over- Load protection. These shall be mounted on resilient mountings for quiet operation. The compressor shall conform to IS:10617 part (1)-1983 (amendment 1 & 2). Rotary compressor shall be covered by manufacturers test certificate.
3. The air conditioners shall be complete with automatic temperature control and cut - in and cut-out etc. for temperature range 16 degrees to 30 deg. C. The differential of the thermostat for cut-in and cut-out shall not be greater than +/- 1.75 deg. C. The Air conditioners may either be provided with adjustable step less type mechanical thermostat or electronic thermostat as per IS:11338:1985.
4. The filter pads provided shall be washable.
5. The cabinet of the evaporator unit and condensing unit shall be made from galvanized steel sheet of 1.0mm thick with galvanized coating thickness of 120 gm / sq. mtr and shall be provided with stiffness for robust construction and shall have rounded corners, steel parts/front panel etc. shall have stove-enamelled finish preceded by undercoat of anticorrosive primer paint phosphating and through cleaning of the surface. Alternate methods of corrosion protection like plastic powder coating, electrostatic paintings are also acceptable in lieu of stove enamelled finish.
6. Overall power factor of the unit shall be at least 0.85 at capacity rating test conditions.
7. Maximum power consumption of the split air conditioners shall be at capacity rating test conditions.
8. Galvanized sheet shall conform to IS:277/2003.
9. Standard evaluation of cooling capacity shall be done by connecting indoor and outdoor units with piping of 5 mtrs length with six bends of standard radius. Connecting copper tubing shall have dimensions suitable for the compressors offered with model.

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10. Refrigerant used shall be Freon-22.
11. Inbuilt protection in IDU against electrical faults shall be provided. Compressor current shall not flow through Indoor units.
12. The indoor units made of ABS/HIPS shall be of flame retardant and impact resistant life. ABS/HIPS indoor unit cabinet shall pass inflammability test requirement for Grade V-O as per UL-94. For impact resistance the unit duly packed, when dropped from a height of 1 Mtr. shall show no damage.
13. Display shall be LED/LCD and provided on indoor unit or on Handset or on both. These displays shall be selectable.
14. Remote control (Cordless) shall be provided with one On/Off timer, selecting Fan speed (Three speeds) and setting up of temperature.
15. Installation of pipes, Insulation and cables beyond 6Mtrs, if required:
 - i. Suction line copper pipe of 0.70mm thickness.
 - ii. Liquid line copper pipe of 0.70mm thickness.
 - iii. Expanded polyethylene foam or other suitable insulation tubing for suction line copper pipe.
 - iv. Drain pipe (15mm dia flexible PVC pipe).
 - v. Suitable capacity 2 core PVC insulated copper wire 2.5mm to electrically connect both the units with each other.
16. Installation: Location of ODU is to be finalized after approval from NMRC. The installation at site shall comprise the following work:
 - i. Mounting/Fitting indoor & outdoor units at the respective locations.
 - ii. (Laying refrigerant piping and connecting both the units after drilling hole/holes in the wall, if required. The thickness of the copper tubing shall not be less than 0.70mm.
 - iii. Insulating the suction pipe with expanded polyethylene foam 5mm tubing or other suitable.
 - iv. Laying 15mm drain pipe to throw out the condensate water being formed in the indoor unit and connecting it to station drain.
 - v. Leak testing the entire system.
 - vi. Charging Refrigerant gas in the unit.
 - vii. Suitable electric wiring between indoor and outdoor, upto switch AT location of indoor unit. Switch/Socket/Plug are also included.

47. Annexure-10.6 E(Fire safety requirements)

Annexure-10.6 E

Fire Safety Requirements

Kiosks: This category includes ATMs, Retail Outlet provided as bare space for a maximum area of 100 Sq m. Under this category, only fire Extinguishers are required is detailed in below in Table -1.

TYPE & SPECIFICATION: BIS approved stored pressure extinguisher as per IS 15683:2006 and of type 'A', 'BC' or 'ABC' conforming to risk protection as per IS 2190:1992. (Kg and Litres can be converted in same ratio i. e. 5Kg = 9 Litres)		
Extinguishing medium inside extinguishers must be of their respective approved IS specification and of capacity: -		
AREA		
Up to 10 Sq. m.	Above 10Sq. m. and below 50 Sq. m.	Above 50 Sq. m. and below 100 Sq. m.
One Fire Extinguisher of 2 KG capacity	One Fire extinguisher of 4 KG capacity	Two Fire extinguishers, one of 5 KG and another of 9 Litres Water Type

The existing shops up to an area of 250 Sq. m. are integrated design part of a Metro Station. In addition to other Fire Safety measures each shop is to be provided with Fire Extinguisher as per Table -2.

For Shops of area above 100 Sq. m. and less than 250 Sq. m., fire Extinguishers of capacity 10 KG and another of 18 Litres Water, these should be distributed in at least four units at two places remote to each other.

For bigger spaces, Applicant is required to obtain details of recommended suppression and detection system from NMRC in the beginning.

48. Annexure-10.6 F(Declaration for Elevated stations)

Annexure-10.6 F

Declaration

[For Elevated Stations - On Non Judicial Stamp Paper of Rs100/-]
(Duly Notarized)

I _____, son/daughter/wife of _____

Resident of

_____ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

_____, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at _____ (hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. _____ at _____ having taken the premises from NMRC on the terms and conditions agreed to with NMRC which include that NMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the NMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with NMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. that the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to NMRC, shall be binding on the Applicant for Attention/Compliance.
3. that NMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by NMRC before the last date mentioned in such Monthly/Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. NMRC may ask Applicant to recalibrate the Energy Meter whenever considered

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necessary.

5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by NMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that NMRC would accept an application from the Applicant for reduction in Load only after two years from the original sanction. All applications for Load enhancement by the Applicant would be dealt with by NMRC as a new connection and NMRC would follow the procedure as in the case of a new connection.
7. that NMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify NMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of NMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay NMRC all costs and expenses that NMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify NMRC against all proceedings, claims, demands, costs, damages and expenses that NMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by NMRC's conditions of supply, and all applicable acts and rules.
12. that NMRC shall not be responsible for any interruption/diminution of supply.
13. Others
 - 13.1 Applicant shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by NMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
 - 13.2 NMRC shall provide supply, if available, at one fixed point as per NMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from NMRC O&M wing.
 - 13.3 Only FRLS cable of required size shall be used for tapping off supply from NMRC fixed supply to Applicant premises in rigid GI Conduit pipe.
 - 13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire

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resistance PVC casing/caping. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various Loads, plug point, light fan etc. shall be as per NMRC's approval).

- 13.5 NMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected Load up to 10kW, Electrical Load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
- 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. NMRC shall not be providing any standby power supply from station DG set or UPS.
- 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected Load.
- 13.8 The Total Demand Load & Total Connected Load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. NMRC's representative may inspect and supervise the work.
- 13.11 Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the NMRC's Distribution Board or to any other place as directed by the NMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13. The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum Load to be given shall be 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The Excess power if required may be granted subject to availability of spare Load with NMRC.
- 13.14. In case, Applicant draws power more than the connected Load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess Load. On the subsequent occasion, NMRC reserves the right to revoke the license and forfeit the interest free Performance Guarantee.
- 13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter,

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a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs.100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of NMRC.

14. that the Applicant shall have no objection at any time to the rights of NMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by NMRC and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that NMRC shall be at liberty to adjust the electricity consumption charges along with any other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.
19. that NMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
21. that NMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority (ies)/court of Law, without prejudice to the NMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by NMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
23. The applicant acknowledges and accepts that the relationship of the applicant with NMRC is not that of a consumer and an Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of NMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the NMRC to the above effect.

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Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature

Signature

Full Name_____

Full Name_____

Complete Address_____

Complete Address_____

Phone No._____

Phone No._____

List of Documents to be submitted along with Declaration

1. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the Bidder.
2. Proof of allotment of the space/area leased out by NMRC in the form of the following:
 - Allotment/possession letters, Lease deed
 - General Power of Attorney together with proof of ownership of the executor.
{Applicable in case of company}