

**RFP for Licensing of 01 Pair Optical Fibre on Route Barakhamba
Road to Noida Sector-18 in DMRC Network T-Tele/OFC/2020/01**

1. Notice Inviting Bid (E-Tender)

(NIT No.OFC/2020/01)

LICENSING OF OPTICAL FIBRE IN DMRC NETWORK

- 1.1. Delhi Metro Rail Corporation Ltd. (DMRC) undertook the construction activities of Delhi Mass Rapid Transit System and the first Section was made operational on 25-12-2002. DMRC is presently operating a network comprising of 285 stations and a network of around 389 km approx. As of today, DMRC network comprises of nine operational lines and Airport Line.
- 1.2. Delhi Metro Rail Corporation is also registered as Infrastructure provider category – I (IP-1) license with department of Telecommunication, Ministry of Communication, Govt. of India vide license Regd. Certificate No. 10-15/2004BS-1 Dated: 09/8/2004 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. DMRC has extensive Optical Fibre network in Delhi and NCR region along its metro route. In line with the National Telecom Policy, Delhi Metro Rail Corporation plans to license out one optical fibre pair from Barakhamba Road to Noida Sec-18 metro stations 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 DMRC metro route is a dedicated elevated /underground route and optical fibre is laid along the elevated and underground route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies. DMRC 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, DMRC invites the Bid, through this RFP Document, from the interested eligible Telecom companies and other interested parties for expansion of their business by availing one pair optical fibre from Barakhamba Road to Noida Sec-18 metro stations offered on licence basis.
- 1.4. DMRC 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 one pair of Optical Fibres on route Barakhamba Road to Noida Sec-18 metro stations in Delhi Metro Network" as detailed in Annexure-1 as per Terms and Conditions of this Request for Proposal (RFP) document.
- 1.5. DMRC shall receive online Bids pursuant to this Request for Proposal (RFP)

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Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by DMRC. 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 DMRC 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) DMRC 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 eprocure.govt.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".

c) Schedule of Bidding Process-

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| 1. | Cost of Bid Document (Non-Refundable) | <p>Rs. 5,900/- (Rs.5,000/- + 18%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 DMRC to facilitate the payment is mentioned below.</p> <p>Detail of DMRC's authorized Bank name and Current account No. to which payments of Tender Cost are to be made is as follows: Union Bank of India, F-14/15, Connaught Place, New Delhi-110001, IFSC code – UBIN0530786, A/c No. – 307801110050003</p> <p>The Bidders will be required to upload scanned copies 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 acceptable 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> |
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| 2. | Bid Security/EMD. | Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-4(B) 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. |
| 3. | Sale of Bid Document | From 28/12/2020 (16:00 hours) to 18/01/2021 (15:00 hours) at e-tendering website https://eprocure.gov.in/eprocure/app |
| 4. | Pre-Bid Conference | 04/01/2021 at 15:00 Hours at Metro Bhawan |
| 5. | Last Date of receiving written queries by DMRC | 06/01/2021 |
| 6. | DMRC's response to queries by | 12/01/2021 |
| 7. | Last Date & Time of Submission of Bid online | 18/01/2021 (15:00 hours) |
| 8. | Date & Time of Opening of Technical bid | 19/01/2021 (15:00hrs) |
| 9. | Validity of Bid | Up to 180 days from the last date of submission of Bid. |

Cost of RFP document is to be submitted online by RTGS/NEFT or IMPS and uploaded online. No other mode of payment will be accepted.

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

| SN | Stage of Activity | Time Period |
|-----------|--------------------------|--------------------|
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| 1 | <p>LoA Payment- Payment of Interest Free Security Deposit/ Performance Security to DMRC Ltd. by Licensee equivalent to 12 months License fees along with advance License fees and other recurring charges for the first quarter + GST (as applicable).</p> | <p>Within 30 days from the date of issue of Letter of Acceptance. Successful Bidder is required to deposit Interest Free Security Deposit/ Performance Security & any other amount i.e. total amount demanded in LoA within thirty days (30) of date of issue of Letter of Acceptance(excluding the date of LOA).In case, the successful bidder fails to submit the same within 30 days from date of issuance of LOA, it can be submitted with the following penal interest</p> <table border="1" data-bbox="853 831 1369 1122"> <thead> <tr> <th data-bbox="853 831 1145 947">Days from date of issue of LOA</th> <th data-bbox="1145 831 1369 947">Rate of penal Interest</th> </tr> </thead> <tbody> <tr> <td data-bbox="853 947 1145 1041">Delay up to 15 days</td> <td data-bbox="1145 947 1369 1041">18% per annum</td> </tr> <tr> <td data-bbox="853 1041 1145 1122">Delay beyond 15 days</td> <td data-bbox="1145 1041 1369 1122">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 LOA & on the balance amount remaining unpaid as per the LOA. The amount of penal interest shall be paid in the form of DD/PO/RTGS/NEFT in favour of DMRC Ltd. & payable at New Delhi.</p> <p>After 60 days of date of issuance of LOA, if the Bidder fails to comply with the LOA terms & conditions & fails to submit the required aforesaid LoA payment within 60 days of issue of LoA, the LOA may stand cancelled. No further request for extension in making payment of LOA amount may be considered.</p> | Days from date of issue of LOA | Rate of penal Interest | Delay up to 15 days | 18% per annum | Delay beyond 15 days | 24% per annum |
|--------------------------------|--|---|--------------------------------|------------------------|---------------------|---------------|----------------------|---------------|
| Days from date of issue of LOA | Rate of penal Interest | | | | | | | |
| Delay up to 15 days | 18% per annum | | | | | | | |
| Delay beyond 15 days | 24% per annum | | | | | | | |

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| | | The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account. |
| 2 | Signing of License Agreement | Within 30 days from date of receipt of full LOA payments. |
| 3 | Duration of License period | Initially for 3 years which can be extended for another 3+3 years on mutually agreed terms & conditions on negotiable rates. |
| 4 | Handover of Fibre pair | Fibre pair shall be handed over or deemed to be handed over within 07 days of signing of License/Lease Agreement. |
| 5 | Commencement of License Agreement | License Agreement shall commence from date of handing over of the optical fibres. |
| 6 | Commencement of License Fee | License Fee shall commence immediately after 30 days from the date of handing over of the optical fibres i.e. wef. 31 st day from the date of handover or deemed handover whichever is earlier. No fitment period shall be provided in case of an existing licensee is having possession of the tendered optical fibres in a previous contract and is the successful bidder in this tender. |
| 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 |

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| | | <p>to be submitted to DMRC 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 DMRC for record. In case the registration of the license agreement /amendment is not done within the 30days 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 DMRC within the cure period of 30 days, DMRC 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.</p> |
| 8 | Payment Terms | <p>The License Fees and other dues shall be payable quarterly in advance to DMRC, by the last working day of previous running quarter. However, the first quarterly fixed license fee shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA). License Fee shall be charged on the actual length of optical fibre and area handed over to Licensee.</p> |

f) The "Cost of RFP Document" shall be accepted only in the form of RTGS/NEFT/IMPS for credit of the following DMRC account only. **Name of Bank:**

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Union Bank of India, Address: F-14/15, Connaught place Branch, New Delhi-01, IFSC Code: UBIN0530786, DMRC Acc.No-307801110050003, 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 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-"8 A" of RFP Document along with supportive documents.

(ii) Financial: The bidder must have average annual turnover in last 03 financial years equivalent to Rs. 38 Lakhs. Bidder will submit copies of Financial Data for the last 03 audited financial years as per Format given at Annexure 8B and as per complete details in chapter 4 of RFP.

h) Bidder(s) are expected to carry out extensive survey of DMRC premises and analysis at their own cost, before submitting their respective Bid(s) for award of the License. DMRC 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", and other documents as stated in RFP Document. The details of tender cost remitted as per above should be correctly uploaded and details must match in the online submission. Bidders who fail to submit the cost of RFP document by above mode and upload scanned copies of transaction on or before the prescribed date and time shall be declared as ineligible and the bid submitted by them shall be summarily rejected.

j) Bidder(s) shall note that the maximum file size that can be uploaded is 5MB. 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

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not be accepted under any circumstances.

l) Bidder shall undertake that they have not been banned from business as on date of tender submission as per following:

- i. DMRC/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/bidder(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 DMRC 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, DMRC 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/JV, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium/JV.

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 turnover and 30% of B's turnover will be taken for the calculation 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

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written approval of DMRC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling DMRC to encash 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.

(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" of DMRC shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website i.e. www.delhimetrorail.com.

1.7 The Bidders are advised to keep in touch with e-tendering portal e-procure.govt.in/ e-procure/app 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 remitted 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 DMRC 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 DMRC for rejection of his proposal.

Sr. DGM/Tele/OCC
Delhi Metro Rail Corporation Ltd.

UNDERTAKING FOR TENDER SECURITY DECLARATION

We, _____ (Legal Name of Tenderer/JV/Consortium) hereby confirm that we are submitting the tender _____ (RFP for Licensing of 01 Pair Optical Fibre on Route Barakhamba Road to Noida Sector-18 in DMRC Network T-Tele/OFC/2020/01) floated by DMRC.

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 DMRC for a period as specified in table below:

| S.No. | Case | Perid 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, in terms of Clause E5.2 of ITT, during evaluation of Financial Proposal; or c) If ,having been notified of the acceptance of our Tender by DMRC during the period of Tender validity, we (i) Fail or reuse to furnish the unconditional acceptance of LOA within the time limit specified in Clause F3.1 of ITT and/or (ii) Fail or reuse to furnish the Performance Security in accordance with Clause F5.1 of ITT & Clause 4.2.1 of GCC and/or (iii) Fail or reuse to enter into a Contract within the time limit specified in Clause F4 of ITT. | 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 LOA , 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.