

Corrigendum dated 30.09.2016

Name of work: Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Wi-Fi, Smart LED Street Light, City Surveillance, Command and Control Center in NDMC area in lieu of use of Street Light Poles for hosting Telecom Services and use of Right of Way (Row) for Laying Optical Fiber for Telecom Services.

Sr. No.	RFP Clause No.	Existing	Modified
1.	3.1.6	<p>Relevant part of clause 3.1.6 “Concessionaire is allowed to use existing High mast poles (as per list attached) subject to prior approval of NDMC, statutory approvals and security clearance. The concessionaire shall replace such High Mast pole with a pole of similar height to keep the aesthetic look (such as equipments fully concealed within the pole structure, etc.) and requisite strength, intact. The concessionaire shall replace the lightings of such High mast poles with basic LED lights (of same or higher lux level), in addition to the quantity specified in the RFP document. Installation and O&M of CCTV on such high mast poles shall be the responsibility of the concessionaire, if required by the NDMC. Installation and O&M of Wi-Fi on such high mast poles shall be the responsibility of the concessionaire”.</p>	<p>Relevant part of clause 3.1.6 regarding height of High Mast Poles may be read as: “Concessionaire is allowed to use existing High mast poles subject to prior approval of NDMC, statutory approvals and security clearance. The concessionaire shall replace such High Mast pole with a pole of similar height maintaining the aesthetic look (such as equipments fully concealed within the pole structure, etc.) and requisite strength, intact. If the Concessionaire wants to replace the existing high mast pole with a high mast pole of other height, it shall take (a) prior permission in writing from the NDMC before doing so, (b) statutory approvals, including prior approval from Delhi Urban Art Commission (DUAC), and (c) security clearances, including from Delhi Police. The concessionaire shall get the design of such high mast pole approved by NDMC. The concessionaire shall replace the lightings of such high mast poles with basic LED lights (of same or higher lux level), in addition to the quantity specified in the RFP document. Installation and O&M of CCTV on such high mast poles shall be the responsibility of the concessionaire, if required by the NDMC. Installation and O&M of Wi-Fi on such high mast poles shall be the responsibility of the concessionaire”.</p>

ANNEXURE-“A”

To be printed on Non-judicial stamp paper of Rs.100/-

Concession Agreement No. / EE (C-I)/2016-17

THIS CONCESSION AGREEMENT is entered into on this the _____ day of June 2016 at NEW DELHI.

BETWEEN

THE New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (C-I) or any other officer authorized in his/her executive capacity (hereinafter called “NDMC”, which expression shall unless repugnant to the context or meaning thereof shall mean and include all successors assignee and nominees) of the one part

AND

M/s _____ a company having its registered office at _____ through Authorised Signatory (hereinafter referred to as the “CONCESSIONAIRE” which expression shall unless repugnant to the context or meaning thereof shall mean and include all its successors, assignees, executors and administrators etc.) of the other part.

PREAMBLE

WHEREAS

- A. NDMC intends to select a Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Wi-Fi, Smart LED Street Light, City Surveillance, Command and Control Centre in NDMC area in lieu of use of Street Light Poles for hosting Telecom Services and use of Right of Way (RoW) for Laying Optical Fiber for Telecom Services” which are described in the enclosed documents after referred to as “The Project”.
- B. In response to the invitation of RFP, NDMC received various queries in the pre-bid meeting and the reply to the said queries were uploaded on the website. NDMC received sealed proposals from the bidders including the CONCESSIONAIRE (as hereinafter defined) for the Project.
- C. NDMC, after evaluating the aforesaid invitation of RFP, accepted the proposals for the project “Request for Proposal for Selection of Concessionaire for Design, Development, Implementation, Operation and Maintenance of Wi-Fi, Smart LED Street Light, City Surveillance, Command and Control Centre in NDMC area in lieu of use of Street Light Poles for hosting Telecom Services and use of Right of Way (RoW) for Laying Optical Fiber for Telecom Services”, submitted by the applicant/bidder. Following documents were received alongwith the offer.
 - (i) Technical bid submitted by the applicant/Concessionaire.
 - (ii) Financial Bid.

- D. Note of Negotiation if any.
- E. In accordance with the requirement of the said proposal/bids submitted by the CONCESSIONAIRE, NDMC has agreed to grant the CONCESSION (as hereinafter defined) for the Concession Period of Fifteen years (one year implementation period + fourteen years post-implementation period). At the end of the concession period to transfer all the infrastructure developed by the Concessionaire during implementation, maintenance and operation period to NDMC, on the terms & conditions and covenants hereinafter set forth in the Agreement.
- F. Letter of Award No. _____ dated _____ accepted by the Concessionaire.
- G. The CONCESSIONAIRE hereby accepts the CONCESSION granted and undertakes to implement the Project in terms of the CONTRACT.
- The NDMC issued the Letter of Commencement of the “Project” after accepting the offer owing to the aforesaid developments/negotiations (if any).

Following documents are part of the agreement:

1. RFP document.
2. Pre-bid replies/corrigendum issued by NDMC.
3. Technical bid submitted by the Applicant/Concessionaire.
4. Financial bid.
5. Negotiation letter, if any.
6. Letter of Award.
7. Acceptance by the Concessionaire.
8. Letter of Commencement.
9. Any other document related to the aforesaid project.

NOW THEREFORE in lieu of the mutual promises and considerations set out herein, NDMC and the CONCESSIONAIRE (each individually a “Party” and collectively “Parties” hereto) hereby agree to be bounded by the provisions of this Agreement.

CONCESSIONAIRE

On behalf of NDMC

Authorised Signatory of Concessionaire

Executive Engineer (C-I)

N.D.M.C

Witness: -

1.

2.