

***Request for Proposal for “Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors”.***



**NEW DELHI MUNICIPAL COUNCIL (NDMC)  
PALIKA KENDRA, NEW DELHI**

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

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Information provided in this RFP document to the Applicant(s) is on a wide 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. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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The NDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document.

The NDMC 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 document before the last date of bid submission.

The issue of this RFP document does not imply that the NDMC is bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the NDMC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation and/or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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**1. INVITATION FOR PROPOSAL**

- 1.1 **Name of the Work: Request for Proposal for “Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors”** in lieu of use of Smart Street Light Poles for hosting Telecom Services.

Operations and maintenance period is nine and half years (this includes implementation period of six months). In any case, the total concession period shall not exceed nine and half years from the date of signing of the agreement.

- 1.2 NDMC hereby invites online bids for **“Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors”** having a height of 6 to 12 meters and designed as approved by NDMC (Poles of similar height in case of replacement and of the height of nearby poles in case of new location). These smart poles will be installed at the existing locations of the street light poles by replacing it or at new locations as per NDMC requirement. The concessionaire will do following works in lieu of rights over these Smart Poles for installation of telecom equipments to enable multiple telecom services based on Wi-Fi/2G/3G/4G/RF/NextGen for the concession period of nine and half years [including implementation period]. The smart pole will be provided in Connaught Place, Baba Khark Singh Marg, Sansad Marg, Janpath, K.G. Marg, Barakhamba Road, Tolstoy Marg and nearby area as approved/directed by NDMC. The Project includes following activities:

- i) Providing and installation of Smart street light poles with following facilities:
  - (a) Warm LED luminaries operating in a range of (2400-2700k) with LUX level of 30 average at ground (220W $\pm$ 5% Approx.).
  - (b) IP based PTZ camera.
  - (c) To provide Wi-Fi APs for free Wi-Fi to public with internet bandwidth @ speed of one Mbps with a minimum throughput of 100 Kbps for atleast 50 MB data per day subject to one GB data per month for 75 users per pole simultaneously throughout the concession period.
  - (d) Environmental monitoring sensors for monitoring of the following:  
Temperature, Humidity, CO, CO<sub>2</sub>, NO<sub>2</sub>, SO<sub>2</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>,

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- (e) O&M of all the equipments, devices, facilities etc. as mentioned above in 1.2(i)(a) to 1.2(i)(e) throughout the Concession period.
- (ii) The concessionaire will pay to NDMC a monthly concession fee as per Clause No. 3.3.

The detailed scope of work is set out in this RFP document.

- 1.3 Applicant are advised to study this RFP document carefully before submitting their bid/proposals in response to the RFP document. Submission of the proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.
- 1.4 The RFP document can be obtained after depositing a Demand Draft of Rs.5000/- (Rupees Five Thousand only) drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi from the office of Executive Engineer (C-I) NDMC, details of which are given below. The RFP document has been uploaded on NDMC's website. In case of downloaded RFP document, the Applicant is required to deposit a Demand Draft of Rs.5000/- drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi while submitting the bid.

Office of the Executive Engineer (W/S)  
Room No.1503, 15<sup>th</sup> Floor,  
New Delhi Municipal Council  
Palika Kendra  
New Delhi – 110001  
Tel No:- 011-23348418  
Email: smartpoles.rfp@ndmc.gov.in

All subsequent notifications, changes and amendments will be uploaded on the NDMC's website and delhi govt. website <https://govtprocurement.delhi.gov.in>

- 1.5 A two envelope selection procedure shall be adopted as detailed in the RFP document.

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- 1.6 Applicant (authorized signatory) shall submit its offer for eligibility and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be deposited as per details provided in the bid document. The bid document complete in all respect is to be deposited on or before the time of last date of submission of bid. NDMC will not be responsible for any delay in submission due to any reason.

### 1.7 Key Events and Dates

S. No.	Information	Details
1.	Advertising Date	10.03.2017
2.	Last date to send in requests for clarifications	17.03.2017 at 05:30pm on all of the following email ids: seph.civil@ndmc.gov.in, ce.elect1@ndmc.gov.in and secretary@ndmc.gov.in
3.	Date, Time and Place of Pre- Bid conference	20.03.2017 at 03:00pm in Council Room, 3rd Floor, NDMC Hq. Palika Kendra, Sansad Marg, New Delhi
4.	Release of response to clarifications would be available at	NDMC's website ( <a href="http://www.ndmc.gov.in">www.ndmc.gov.in</a> ) and Delhi Government's Website ( <a href="https://govtprocurement.delhi.gov.in/nicgep/app">https://govtprocurement.delhi.gov.in/nicgep/app</a> )
5.	Last date and time for online submission of bids (Bid Due Date) Hard copy of envelop 'A' & 'B' also to be submitted.	03.04.2017 upto 3:00 PM
6.	Technical Bid Opening Date & Time	03.04.2017 at 3:30 PM
7.	Date for Presentation	07.04.2017 at 11:00am in Council Room, 3rd Floor, NDMC Hq. Palika Kendra, Sansad Marg, New Delhi
8.	Financial Bid Opening Date & Time	To be informed

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9.	Address for communication and hard copy submission of documents / correspondence	Executive Engineer (W/S) Civil, Civil Engineering Department, 15 <sup>th</sup> floor, Room No. 1503, Palika Kendra, New Delhi-110001 Phone:- 011-23348418
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### 1.8 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rs. One Lakh Only)
2	RFP document fee	Rs. 5000/- (Rupees Five Thousand Only)
3.	Bid Validity Period	One hundred and twenty (120) days from the date of opening of Bids.
4.	Last date for furnishing Performance Bank Guarantee to NDMC (By preferred Applicant)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
5.	Performance Bank Guarantee value (Performance Bank Guarantee)	Rs.15 Lakh (Rupees fifteen Lakh Only).
6.	Performance Bank Guarantee (PBG) validity period	Performance Bank Guarantee (PBG) shall be valid till for 180 days beyond the term of the concession period of nine and half years.
7.	Last date for signing the Concession Agreement	Fifteen days from the date of issue of Letter of Acceptance.



**2. NDMC'S OVERVIEW**

**2.1 About New Delhi Municipal Council (NDMC)**

NDMC is one of the five urban local bodies in National Capital Territory of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. The NDMC is governed by a Council by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, the Member of Legislative Assembly of New Delhi and Delhi Cantonment Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of National Capital Territory of Delhi. However, there is about 16-20 lakhs floating population in daytime which possess challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi, the area which was historically come was regarded as the centre of Central in Union of India. It also consists of important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and others. In addition to this, NDMC area also comprises of the embassy area. The strategic geo-political location of the NDMC area and its history makes the area extremely important for the country. Efficient functioning of the municipal body is, thus, extremely important for the country.

**2.2 NDMC's main responsibilities are –**

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health

- Maintenance of public parks, gardens or recreational centres

NDMC is one of the few local bodies in the country who is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

### **2.3 NDMC's TRANSFORMING INTO A SMART CITY**

NDMC has been one of the first city to initiate Smart City projects which inter-alia include city-wide wi-fi services in the Connaught Place and Khan Market area, Multi-tier automatic parking system at Sarojini Nagar and Baba Kharak Singh Marg, a multi utility (Service corridor) duct of about 1.2 km in the Connaught Place area and e-governance initiatives such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth and death, electricity water connections. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the first 20 Smart Cities under the Smart City Mission.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus:

**“To be the Global Benchmark for a Capital City”**

### **3. PROJECT OBJECTIVE AND SCOPE**

#### **3.1 Project Objective**

The following objectives are envisaged from this project:

- (i) The Concessionaire has to provide, install and maintain Smart Street Light Poles in Connaught Place, BKS Marg, Sansad Marg, Janpath, K.G. Marg, Barakhamba Road, Tolstoy Marg and nearby area free of cost in lieu of the use of these Smart Street light Poles for providing telecom services like 2G/3G/4G/WiFi/next generation by various service providers.
- (ii) The Concessionaire has to maintain these Smart Street Light Poles throughout the concession period of nine and half year [this includes implementation period of 6 months].
- (iii) Implementation schedule (all the following timelines are from the date of signing of agreement):

(a) Provide and install 5 Smart Poles	: within two month
Stabilization period for such 5 poles	: within three months
(b) Next 10 Smart Poles	: within three months
Stabilization period for such 10 poles	: within four months
(c) Next 20 Smart Poles	: within four months
Stabilization period for such 20 poles	: within five months
(d) Balance 20 Smart Poles	: within five months
Stabilization period for such 20 poles	: within six months

##### **3.1.1 City Wi-Fi Services**

City Wi-Fi serves as the foundation for creating a connected city to access the wireless internet service with ease and convenience. The City Wi-Fi allows for a confluence of data from static sensors as well as connected objects and people. This data can inform city processes and improve the delivery of urban services and the management of infrastructure.

City Wi-Fi helps cities to provide citizens with internet connectivity and access to a broad range of city-wide service which has following benefits:

- More revenue and lower costs from infrastructure management;
- Better city planning and development;

- e-Governance for delivery of services to citizens in a faster, transparent and economical manner;
- Local economic development;
- Improved productivity and service;
- Access to city services and Internet connectivity;
- Improved quality of life;
- Increased access to online services.

### **3.1.2 City Surveillance**

City safety and security solution enables cities to plan events, monitoring of infrastructure, encroachments etc. It helps in enforcement of law, monitoring of public areas, analyze patterns, and track incidents enabling quicker response and other following attributes:

- Help for more effective operations
- Quicker response to incidents
- Increased situational awareness
- Increased attractiveness to businesses and workers
- Improved planning and resource allocation
- Improved communications about incidents

### **3.1.3 Replacement of streetlights into Smart Warm LED lighting.**

Electric streetlights are essential elements of a municipal environment and services. They affect residents' sense of safety while influencing a city's ability to create an inviting environment for business and tourism. Unfortunately, these existing outdoor lights consume good amount of energy. Therefore, following are desired in designing and implementation of street lightings:

- Reduce energy consumption, cost, and its maintenance;
- Enhance situational awareness, real-time collaboration, and decision making across city;
- Add intelligent IT innovations to transportation, civic utilities, public safety without adding significantly more physical infrastructure;
- Real-time data communications with low latency to improve safety and security.

**3.2 Scope of the Project**

The Concessionaire shall execute a project of fifty five street lighting poles in Connaught Place, BKS Marg, Sansad Marg, Janpath, K.G. Marg, Barakhamba Road, Tolstoy Marg and nearby area as approved/directed by NDMC (As per list placed as **Annexure- 1**) to create infrastructure to enable multiple telecom services based on Wi-Fi/2G/3G/4G/RF/NextGen, in terms of clause 3.4.3 to be utilized by multiple service providers having valid license from Department of Telecommunication (**DoT**), Government of India on non-discriminatory basis on fair market price. The Concessionaire will charge from service provider as per the business model of the Concessionaire for using these services. It will help to drive intelligent sensor-based Internet of Thing (**IoT**) innovations in transportation, utilities, public safety. In lieu of it, the Concessionaire will provide the services sought in this RFP document to NDMC free of cost alongwith the Concessionaire fee as quoted by it under this RFP document.

3.2.1 The Concessionaire will Design, Develop, Implement, Manage Operations & Maintenance the complete solution at its own cost. The revenue incomes / outgoes will inter-alia include -

- (a) Sharing the telecom equipments at electric poles among the telecom service providers to provide Wi-Fi/2G/3G/4G/RF/NextGen/any equivalent connectivity services;
- (b) Wi-Fi to be provided to the public shall be free of cost @ speed of one Mbps with a minimum throughput of 100 Kbps for atleast 50 MB data per day subject to one GB data per month per user throughout the concession period. Such throughput of 100Kbps shall be maintained for atleast 75 (seventy five) simultaneous users per smart pole at any given point of time. The applicant can generate revenue through online advertisement while providing free Wi-Fi to public without hindering the free Wi-Fi service for more than 5% time in total, and also through paid Wi-Fi services after free time. In addition to this, the concessionaire is allowed to place online advertisement on the free Wi-Fi login page.
- (c) From (i) the date of implementation (i.e. Go-Live) of the project, or (ii) expiry of six month period from the date of signing of the concession

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agreement, whichever is earlier, and till expiry of the Concession period, the Concessionaire shall pay lump-sum amount quoted in the bid which will be increased by seven percent (7%) annually on compounded basis as the monthly concession fee to the NDMC subject to a minimum of Rs.2500/- per pole per month. Such minimum concession fee will be increased @ seven percent (7%) every year on annual compounding basis.

### **3.2.2 Wi-Fi Services at smart pole locations**

The Concessionaire will install microcell/Wi-Fi APs on these smart street light poles to provide Wi-Fi to the public, which shall be free of cost @ speed of one Mbps with a minimum throughput of 100 Kbps for atleast 50 MB data per day subject to one GB data per month per user throughout the concession period. Such throughput of 100Kbps shall be maintained for atleast 75 (seventy five) simultaneous users per smart pole at any given point of time. The free SSID's will be displayed firstly on the mobile phone. Free Wi-Fi shall be provided without any interference with other SSID's. On mobile phone it should be clearly displayed that other SSID's are paid services so that the citizen should be well aware that it is a paid service. The applicant can generate revenue through online advertisement while providing free Wi-Fi to public without hindering the free Wi-Fi service for not more than 5% time in total and also through paid Wi-Fi services after free time. In addition to this, the concessionaire is allowed to place online advertisement on the free Wi-Fi login page only.

The maximum number of SSID's to be allowed on a single access point / device shall not exceed three (each SSID on separate non-overlapping channel) in case of 2.4 GHz environment, out of which one shall be specifically assigned for providing free Wi-Fi services to the public. The maximum number of SSID's to be allowed on a single access point / device shall not exceed maximum number of non-overlapping channels (each SSID on separate non-overlapping channel) in case of 5 GHz environment, out of which one shall be specifically assigned for providing free Wi-Fi services to the public.

**3.2.3. Smart Lighting solution with Smart connectivity to control room through data centre:**

The Concessionaire will install Smart Warm LED luminaries with individual controller on these smart street light poles to remotely on/off and monitoring of these LEDs. The total comprehensive warranty for replacement of these LED luminaries is for throughout the concession period of nine and half years. During this period, the Concessionaire has to provide the replacement of all defective LED luminaries and other equipments related to LED luminaries. Detailed specifications are available at Clause-3.7.

**3.2.4. CCTV Based Surveillance**

The Concessionaire will install PTZ IP based camera on these Smart street light poles as per specifications defined in the RFP document(one PTZ camera per smart pole). The feed of the camera will be stored in the local data storage for CCTV in NDMC premises or Delhi Police premises (built up space for keeping servers of local data storage of data will be provided by NDMC/Delhi Police free of cost) so that the same can be seen anytime and anywhere. Detailed specifications are available at Clause-3.7. The camera feed will be stored for 30 days and @ 15 frames per second at 2 Megapixel resolutions.

**3.2.5. Deleted**

**3.2.6. Environmental monitoring sensors:**

The concessionaire has to install the sensors for monitoring of the parameters like Temperature, Humidity, CO, CO<sub>2</sub>, NO<sub>2</sub>, SO<sub>2</sub>, PM<sub>10</sub>, PM<sub>2.5</sub>. Each set of all these sensors will be installed on a group of every three smart street light poles, and these sensors shall provide and send online data of these parameters to one central location so that the same can be display on NDMC 311 app. API for integrating such date with NDMC App 311 shall be provided by the concessionaire. Nine (9) numbers digital / LED Outdoor Panels (65" to 72" inches) will be installed by the concessionaire for online display of these parameters at the locations provided by the NDMC. No advertisement will be allowed on these digital / LED panels. The Concessionaire has to install the

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Outdoor LED Screens at designated places at the cost of the Concessionaire. Details of such places will be provided by the NDMC to the concessionaire. Necessary API to integrate the data from the environmental sensors with the

- (i) NDMC 311 App (running at present), and
- (ii) NDMC's Command and Control System (proposed to be set-up in future) will be provided by the Concessionaire.

### **3.3 Concession Fee**

Applicant shall quote lump sum amount quoted in the bid which will be increased by seven percent (7%) annually on compounded basis to be paid to NDMC as monthly concession fee throughout concession period, subject to a minimum of Rs.2500/- per pole per month. The concession fee will be increased @ seven percent (7%) every year on annual compounding basis.

### **3.4 NDMC responsibilities**

3.4.1 NDMC will provide permission in writing free of cost for Right of Way, including permission to use NDMC's existing tunnel in Connaught Place area, to lay cables for providing network connectivity of pole to the nearby fiber/copper network during the implementation period. The concessionaire has to restore the area(s) to its original condition with the same standard material at his own costs.

3.4.2 NDMC will provide permission for use of Right of Way, free of cost, only for network maintenance activities for cables laid under clause 3.4.1 throughout the concession period. The concessionaire has to restore the area(s) to its original condition with the same standard material at his own costs.

#### **3.4.3 Right of usage of Smart Pole installed under this RFP for providing telecom services.**

- (i) The Smart Poles can only be used for the purposes mentioned in clause 1.2(i) above. This does not include right to use such smart street light poles by the



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Concessionaire for any other purpose except as mentioned in clause 1.2(i) above.

- (ii) No advertisement (of any type) by the Concessionaire would be allowed on such Smart Poles, except advertisement over network as mentioned in clause 3.2.2.
- (iii) NDMC reserves the right to use these smart street lighting poles mentioned under clause 3.4.3(i) for any purpose, except installation of telecom equipments for commercial uses by private telecom service providers, without damaging the equipments installed by the Concessionaire on these poles.

From (i) the date of implementation (i.e. Go-Live) of the project, or (ii) expiry of six month period from the date of signing of the concession agreement, whichever is earlier, the concessionaire may collect rental/user charges (to be decided on non-discriminatory basis and fair market price) from telecom service providers who have installed / proposed to install any telecom equipment on these smart street light poles.

- 3.4.4 NDMC will provide the metered electricity to the concessionaire for telecom/ BTS equipments on payment on commercial rate basis. As per NDMC's prevailing policy, necessary one-time charges for metered connection and recurring charges to be paid by the Concessionaire.

It will be the responsibility of Concessionaire to apply for the electricity meters to the NDMC as per its requirement. NDMC will provide electric meters on/near feeder pillars. The concessionaire has to lay its own cable to extend power supply from the meter to the equipments. Necessary permissions for laying will be given by the NDMC. Any Right of Way (RoW) permission for such purpose will be given by the NDMC, free of cost, during the implementation period only, and subject to other conditions as mentioned in the RFP w.r.t. RoW for laying optical fiber including restoration of the area in its original shape with same standard material by the Concessionaire at its own cost.

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All the electricity consumed for providing service to NDMC, like CCTV Cameras, Warm LED Street light and any other equipment used for NDMC services, will be free of cost. The Concessionaire shall take separate electric meter for running his own services. In case if one equipment is used for providing services to NDMC as well as Concessionaire, then in such case the concessionaire need to pay for the electricity consumption by such equipment.

Minimum underground space required for installation of UPS for electric power back-up for smart street light poles under this project will be provided by the NDMC free of cost. This space will be provided below the Smart Pole. No structure, other than smart poles, will be allowed over the ground surface.

The responsibility of security of all equipments, including UPS, installed by the concessionaire at any space provided by NDMC shall be of the concessionaire.

Any Civil/Electrical work required will be the responsibility of the Concessionaire.

Applicant has to specify the underground space requirement below each pole for telecom equipments, and seek prior written permission from NDMC. NDMC will allow use of underground space of reasonable size below street poles for hosting of the telecom equipments and related accessories, subject to structural stability of the pole and availability of space. No additional space will be provided to the concessionaire other than as mentioned above.

- 3.4.5 At the end of the concession period, all rights given to the Concessionaire, including right to use the electric poles, shall be terminated automatically.
- 3.4.6 NDMC shall provide single window clearance in area where NDMC absolute authority to the Concessionaire for the purpose of this RFP document.
- 3.4.7 For permission other than in purview of NDMC, if any, the concessionaire has to arrange such permissions at their own. NDMC may act as a facilitator for obtaining such permissions by the Concessionaire. However, this will not

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create any right in favour of the concessionaire for getting such permission through NDMC.

- 3.4.8 If the data received from CCTVs is to be stored in the server/ local data storage, built up space for keeping servers of local data storage of data will be provided by NDMC free of cost so that the same can be seen anytime and anywhere.

### **3.5 Concessionaire Responsibilities**

The Responsibilities of the Concessionaire throughout the concession period shall be as indicated under this RFP document, including:

- 3.5.1 To provide, install, commissioned and maintain the Smart Street Light Poles as per RFP document throughout the concession period.
- 3.5.2 It is the responsibility of the Concessionaire for the watch and ward of the assets / services created in this project, except luminaries, during the comprehensive operation and maintenance period. The Concessionaire has to replace the material(s) / equipment(s) in case of any theft or loss due to any other reasons, which affects the services / assets provided for the NDMC under this project.
- 3.5.3 NDMC will be the owner of all dismantled existing equipments, including lights/ fittings, and such equipments shall be handed over to NDMC not later than a month from date of such dismantling.
- 3.5.4 Concessionaire is required to provide adequate battery bank to ensure uninterrupted power supply to services provided to the NDMC under this project, except for Warm LED lights and CCTV cameras at street light poles.
- 3.5.5 At the end of the concession period, the Concessionaire has to hand over all these Smart Streetlight Poles, including all equipments used for providing services to NDMC under this RFP, to the NDMC in proper working condition.
- 3.5.6 The Concession Fee due shall be paid by the Concessionaire not later than the 10<sup>th</sup> day of each month. Failure to pay the Concession Fee in time, will

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attract an interest of 18% per annum on the entire amount of unpaid concession fee due. If the concession fee is not paid for a period of four months then NDMC can forfeit the performance security and terminate the agreement. In such termination case, without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Performance Security, NDMC shall not be liable in any manner whatsoever to the Concessionaire. In such case, all the assets created under this project will stand transferred to the NDMC, without any liability, and all liabilities over such assets will be of the concessionaire.

The concession fee is exclusive of taxes. The concessionaire will bear all the applicable taxes, if any. Refer clause 5.4.1.4.

- 3.5.7 Restoration of road/footpath has to be done by the Concessionaire, NDMC will give requisite permission in this regard free of cost as per this RFP document, however, the Concessionaire will inform NDMC in advance before cutting of the road/footpath as the case may be and will also inform after completing the job.
- 3.6 During the implementation of the Pilot Project, the quantity of the smart poles may **deviate  $\pm$  30%** as the case may be, the quantity will be decided by NDMC.

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### 3.7 Specifications of Smart Streetlight Poles, PTZ Cameras and LED luminaries

#### 3.7.1 Smart Street Light Pole

No.	Clause	Compliance (Yes/No)
1	Smart Street Light Pole should able to meet city aesthetic requirement and it should visual appealing. It should easily blend-in into city light pole master plan. It should be possible to provide multiple colour options as asked by municipality /user as per city light pole colours.	
2	Smart Street Light Pole should support all Smart Services envisaged in this RFP in ambient range of 0-50 degrees of temperature. It should be possible to house minimum 3-4 telecom technologies (GSM, WCDMA, LTE and Wi-Fi etc.) simultaneously with minimum 2-3 sectors. It should also be possible to support future technologies such as 5G.	
3	The height of the Pole will be similar to pole replaced from that place, or in case of a new pole similar to the nearby poles, and may vary from 6 meter to 12 meter. This needs to be deployed as per other poles and site condition. The maximum allowed diameter (at bottom section) is 275mm.	
4	<p>The height of the Pole will be similar to pole replaced from that place, or in case of a new pole similar to the nearby poles, and may vary from 9 meter to 12 meter as specified in <b>Annexure-1</b>. This needs to be deployed as per other poles and site condition. The maximum allowed diameter (at bottom section) is 275mm. Smart Street Light Pole should be capable of supporting all telecom technologies such as 2G/3G/4G/Wi-Fi/RF/Next Generation simultaneously by using (i) small cell or (ii) AP's or (iii) BTS having antenna upto 1.5 metre height.</p> <p>In any case, all such equipments shall be accommodated within the Pole Structure itself as defined in this RFP document.</p>	
5	Smart Street Light Pole should have enough space for Site passive infra (space and power) and should support sharing among telecom operators	
6	<p>.1.1 Smart Street Light Pole should be pre-tested with proposed luminaries by bidder and should be live at at-least one deployment. Atleast one smart Pole will have three Nos. of LED luminaire. Atleast six smart Pole will have two Nos. of LED luminaire. Around rest of the poles will have one nos. of LED luminaire.</p> <p>The Concessionaire has to meet the average LUX level of 30 at ground.</p>	

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<b>No.</b>	<b>Clause</b>	<b>Compliance (Yes/No)</b>
7	Smart Street Light Pole should able to support city as well telecom standards for India such as wind speed, climate, aesthetic etc. Specifically, the Smart Pole should have been tested by an independent agency such as IIT/SERC for wind speeds of at-least 170 KMPH. The copy of the test certificate to be attached along with bid.	
8	Smart Pole should support all backhaul capabilities such as Fiber, Wi-Fi, Microwave etc.	
9	All the cables, Antenna, jumpers etc. required for Telecom and other Smart Services should be inside the Smart Pole and should not be visible due to security and aesthetic reasons. Hanging of telecom equipments boxes at bottom level (Outside of structure) is not allowed.	
10	Smart Pole should be certified against the EMC requirements of India and necessary certificate should be submitted along with bid.	
11	Smart Pole should support backup of 2 hours for all Telecom and Smart Services.	
12	The structure should be free from any passive inter modulation. Passive inter modulation (PIM) value should be < -150 dBc @ 2 x. 43 dBm	
13	All the Smart services envisaged in the tender including telecom technologies such as 2G/3G/4G/Wi-Fi/RF/Next Gen along with passive infra should be housed within the Smart pole. The maximum (allowed) diameter of dome of the Smart Pole (to accommodate Antennas) will (i) not be more than 600 mm at any point of the pole; (ii) not be longer than 4.0 meter (iii) not be above the height of the pole as given at <b>Annexure I.</b>	
14	Smart Pole should be tested with multiple telecom technologies and necessary documentary proof should be submitted along with bid.	
15	It should be possible to provide light connection in daisy chain with separate MCB for lighting and telecom part	
16	Smart Pole should have life span of at least 9 years and bidder has to define methodology for support and maintenance for 9 years as part of bid response.	
17	Smart Pole material should have RF transparency with maximum 0.5db of attenuation covering all the radio frequency bands available in India	

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<b>No.</b>	<b>Clause</b>	<b>Compliance (Yes/No)</b>
18	Bidder has to certify that Smart Pole has effective heat dissipation mechanism to ensure long life of equipment housed in pole. Top section should able to support heat dissipation of minimum 1100W and ground box/underground box should support minimum 700W of heat load. The cooling mechanism <b>should be energy efficient.</b> No external instrument/equipments (electronic/ mechanical/ any other type) is allowed externally i.e. outside the pole. No external cooling arrangement is allowed for cooling. Cooling arrangement can be done within the underground box.	
19	Smart Pole should have sufficient protection against dust, water etc. It should be compliant as per IEC standard 60529. Ingress of water in harmful quantity shall not be possible when the enclosure is immersed in water under defined conditions of pressure and time Specifically, the smart pole structure should be IP67 compliant up-to 1 meter height from reference ground level.	
21	Underground space should be used for telecom equipment's with suitable telecom grade enclosure box with IP67 protection to protect telecom and Smart Services equipment. Underground equipment box should be maintenance friendly, provision of lifting of equipment's (at suitable working height) from maintenance perspective should be available. Lifting column should be able to support 200Kg of equipment load. It is allowed to use underground space (1.75X1.5X0.75M) , WxDxH max) for telecom equipment's with suitable telecom grade enclosure box with IP67 protection. The material of the smart street light pole to be installed under this RFP will be stainless steel of suitable grade.	
22	The Smart Pole should not use any banned /restricted material as per Indian regulations	

**3.7.2 Surveillance Camera**

**Specifications for PTZ - High Definition Camera**

S. No.	Camera Characteristics	Description	Compliance (Yes/ No)
1.	Requirement Overview	IP Camera Should allows up to 20x optical zoom while viewing and recording at 1080p resolutions. Camera should support for input and output ports, state change of an input port triggers a camera to take defined action. An output port sends signals that can control 3rd party devices.	
2.	Sensor Type	1/2.8" CMOS Sensor	
3.	Max Resolution	1920x1080 @ 30fps	
4.	Dynamic Range	86db	
5.	Lens/Iris	4.7-94mm	
6.	Field of View	Horizontal Angle of View : 55.4° (W) – 2.9° (T)	
7.	Audio I/O	Audio in x 1	
8.	Digital I/O	(3.5-mm miniature jack)	
9.		Audio out x 1	
10.		(3.5-mm miniature jack)	
11.		DI x 4	
12.		DO x 2	
13.	Max Illumination	Color: 0.05 lux	
14.		B/W: 0.05 lux	
15.	Day/Night	The camera should provides true day/night functionality and includes an IR filter that automatically switches to night mode in low-light scenes. This function can be set to manual, automatic, or scheduled control.	
16.	Local Storage	Micro SD. Storage card is to be provided by the Concessionaire.	
17.	PTZ Speed	Pan speed: 0.05° to 450°/sec Tilt speed: 0.05° to 450°/sec	



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18.	Video Compression & Video Streaming	<ul style="list-style-type: none"> <li>• Single-stream H.264 or MJPEG up to 1080p (1920 x 1080) @ 30 fps</li> <li>• Dual-stream H.264 and MJPEG</li> <li>• ◦ Primary stream programmable up to 1280 x 720 @ 30 fps</li> <li>• ◦ Secondary stream programmable up to 960 x 544 @ 15 fps</li> </ul>	
19.	ONVIF	Should support for ONVIF 2.0 allows for standards based interoperability	
20.	Motion Detection	Should be Integrated	
21.	External Power	24V AC	
22.	Power Consumption (in watts)	Max 20 Watt at PoE+	
23.	Environmental Certification	IP66	
24.	Operating Temperature	-40 to 55°C at High POE	
25.	Certifications Safety and Certifications EMC-Requirements	CE, Class A FCC, Class A UL/cUL Listed C-Tick	
26.	Auto Detection & Configuration	The camera should be automatically discovered and configured when connected to VMS or Network Switch, to set the right network parameters for the video stream on the network.	
27.	VMS Software	The concessionaire has to provide necessary Video Management Software to manage these cameras from single remote location.	
28.	OEM Criteria	All proposed Cameras should be from single OEM and OEM should have Registration in India minimum from 10 Years. Provided that eight companies viz. Bosch, Honeywell, Tyco, Sony, Panasonic, Samsung, CISCO, Verint would not to have registration in India minimum from 10 years as required above.	

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### 3.7.3 Smart Warm LED Specifications:

S. No.	Specification	Compliance (Yes/No)
1	The smart street lighting system should be able to operate at any weather conditions	
2	The smart street lighting system should preferably be communicating using WIFI technology. Other allowed technologies can be ZigBee, LoRA and IEEE 802.15.4	
3	The smart street lighting system should be able to communicate to the Lighting Operations Management software hosted on the data centre	
4	The smart street lighting system should have the capability to receive the instruction from the Lighting Operations Management software and act accordingly	
5	The smart street lighting system should be able to operate the lights switch on/off, increase/decrease luminosity (Dimming) as per the command received from the Lighting Operations Management software	
6	The Lighting Operations Management software should have the capability to apply policies to the smart lighting system.	
7	Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights	
8	The city administration should be able to see the real time status of the Smart Lighting System on a city map view of the Lighting Operations Management software	
9	The city administration should be able to operate the Smart Lighting System manually too.	
10	The smart lighting system should be able to communicate the system issue or failure to the Lighting Operations Management software.	
11	The smart lighting system are preferably a combination of LED lights and sensors. The LED controller of LED luminaries shall have ready to use feature to support the sensors for lumens controlling based on movement of traffic/ human and/ or on change in the weather conditions.	
12	The individual lights are to be monitored by electronic controller using a long range radio frequency communication technology	
13	The controller should be able to operate autonomously as per the defined schedules and light level sensors	

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### Luminaries Technical Specifications:

**Luminaries (220W+-5%) shall be Confirming to warm 2400-2700K with LUX level of 30 average at ground.**

1. LED
  - LED chip (Single Brand and single specifications) is allowed for a single category/wattage of product, and mixing of chip is not allowed for single product.
  - LED report (for LED parameters like Lumen per watt, CCT, CRI, Beam Angle from ILAC/MRA/NVLAP/KOLAS/EPA/NABL accredited manufacture or TPL)
  - LM 80/IS:16105 report ( from ILAC/MRA/KOLAS/NVLAP/EPA/NABL accredited manufacture or TPL)
  - IEC 62471 and assessment of blue light as per IEC/TR 62778-Ed. 1.0.
2. Luminaries (warm 2400-2700k LUX level of 30 average at ground)
  - Type tests report as per IS: 10322 part 5 sec-3/IEC:60598-2-3 from NABL accredited TPL( IP classification is IP 65/66, INSITU/Junction temp measurement shall be part of Thermal test).
  - Test Report as per LM 79/IS:16106 from ILAC/ MRA/ NVLAP/ KOLAS/ EPA/ NABL accredited TPL ( IP classification is IP 65/66)
  - Test report for IK as per IS 10322
  - Test report with summary for compliance as per tender parameters (operating voltage, Constant light output, Luminous flux per watt, CCT,CRI, uniformity calculation , P.F Wattage, ( for LED parameters like Lumen per watt, CCT, CRI, Beam Angle from accredited manufacture or TPL).
  - LM 80/IS:16105 report ( from ILAC/MRA/KOLAS/NVLAP/EPA/NABL accredited manufacture or TPL).
  - Declaration and endorsement of BOM from Manufacture for components.
  - NABL certificate should be submitted within 90 days of bid submission.
3. LED Driver
  - Type Test report as per IS:15885- Part 5 sec-13, IS:16104.
  - Test report as per tender specification ( drive efficiency , THD, <15% Surge protection  $\geq$  4kv internal & 10KV external)
  - NDMC is at liberty to verify genuineness of LM79/NABL test report and other supporting documents from the LAB/LED manufacture.
  - NABL certificate should be submitted within 60 days of bid submission.

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**Typical specifications of led street lights to be provided by the concessionaire (220W  $\pm$  5%) is as under:**

Sl. No	Type of Test /Specification	Test Method	Compliance (Yes/No)		
1	<p>Warm LEDs shall be used in the Luminaries:</p> <ul style="list-style-type: none"> <li>LED technical datasheet for the LED source intended for supply of the project including packaging details to be submitted.</li> <li>LED chip manufacturer to provide an authorization letter in favour of luminary manufacturer stating their supply for execution of the project. However bidder shall supplement test report for technical performance as per the RFP.LM-80 test reports should have an accreditation of ILAC/ MRA/ KOLAS/EPA International certifying agencies.</li> <li>To submit LED chip manufacture's credential viz proof of supplies made to Indian Companies and recommendation from Lighting manufacture alongwith technical bid.</li> </ul>	Specify make			
2	Bidder shall submit proof of procurement of LEDs and LM-80 test reports of specific LED used in the proposed Luminaire. (no other chip details to be offered).				
3	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output. (Manufacture shall submit the proof-L70& TM 21 test report). The LED Drivers for Luminaries under this RFP must be approved from BIS under Compulsory Registration Scheme.	LM-80/IS 16105 test report including technical data sheet of LED chip from ILAC/MRA/KOLAS/ NVLAP/EPA International certifying agencies.			
4	Colour rendering index (CRI) of the LEDs used in the luminaire shall be greater than 70. .1.2				
5	LED chip efficacy shall be more than 135 lumens/watt at TJ 25C(Manufactures shall submit the proof- LED Technical Data Sheet to be submitted)	-			
6	<table border="0"> <tr> <td>Junction Temperature (Tj)</td> <td>Should be less than value at which LM80(IS16105) data published. Should be &gt;105 Degree C</td> </tr> </table>	Junction Temperature (Tj)	Should be less than value at which LM80(IS16105) data published. Should be >105 Degree C	-	
Junction Temperature (Tj)	Should be less than value at which LM80(IS16105) data published. Should be >105 Degree C				

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7	Manufacturer shall submit the Photo Biological Safety Report for the LED as per IEC 62471 and assessment of blue light as per IEC/TR 62778-Ed.1.0.		IEC 52471 & TR 62778-Ed. 1.0 Test report	
8	Colour temperature of the luminaire shall be in the range of nominal 2400K to 2700K ( CCT as per BIS only)		LM 80/IS 16106-2012 from NABL certified TPL	
10	Power factor	➤ =0.90		
11	Chip Efficacy ( lumen/watt)	Shall be minimum 135 lumen/watt, system lumen output at 25 degree C, supported by LM80 report shall be submitted.		
12	CRI of Luminaries	>=70 ( supported by LM80 report shall be submitted)		
13	Light Uniformity ratio (Emin/ Eavg) shall be as IS 1944 based on category of road	Uniformity calculation for road width, pole height, overhang width etc based on IES file generated by IES:LM 80/IS 16106 testing.		
14	The luminaire light output (lumen) shall be constant. The voltage variations/ fluctuations in the specified voltage range shall not impinge upon the lumen it produce maximum +/- 2% is allowed throughout in the input operating voltage range	Overall system output minimum 95 lumen/watt.	-	
15	Operating voltage	140 V to 270 V universal electronic driver with surge protection of >=4 KV (Application IS 15885, Driver safety 16104-1/2).	Test report from TPL NABL Accredited lab.	
16	Total Harmonic Distortion	<15% THD- Test method IEC:610003-2		
17	LEDs shall be operated at a current less than 90% of its rated current and should have LM80 approval on this current rating.		-	

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18	LED driver efficiency	>=350ma<=1000mA	-	
19	LED driver efficiency Driver: High Voltage, Low current	>85%	-	
20	Luminaire body temperature should not exceed 30 deg C from ambient (45 deg C) without tolerance of 10 deg. C after 24 Hrs. NABL report to be submitted.		-	
21	Heat dissipation/heat sink	Well- designed thermal management system with defined heat sink.	-	
22	Input Current <= 1000mA		-	
23	Should have Open Circuit protection		-	
24	The Luminaire housing shall be made up of Corrosion free High Pressure Aluminium die cast thus conforming the luminaire to minimum IP-66 for all wattage protection and safety as per IEC 60598/IS 10322.(NABL accredited lab report supporting the same shall be furnished at the time of supply). Necessary Guarantee & warranty certificate must be submitted at the time of bid submission.( only single housing fixture allowed.)		TPL NABL Accredited Lab as per IS:10322 part 5 sec-3/ IEC:60598-2-3.	
25	The Luminaire shall be equipped with distortion free, clear, heat resistant , toughened, UV stabilized glass cover in the front fixed to the die cast. Aluminium frame which shall be fixed to the housing by means of stainless steel screw.			
26	The Luminaire shall be built in such a way it can withstand wind speed of 150Kmps. NABL accredited lab report supporting the same shall be furnished by the manufacture .( Impact resistance> IK07).			
<b>All LED street lights shall be confirming to the following Technical Specifications.</b>				
27	Cover/glass without lens or with lens	Fixture cover-UV stabilized Polycarbonate/heat resistance toughened glass or equivalent will be accepted for the Luminaire without lens.	DECLARE.	

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		For the Luminaire with lens, toughened glass be required with proper IP66 provision.		
28	Frequency	50 Hz+/-3%	-	
29	Operating temperature	Range-10C to +50 C	As per IS: 10322 Part 5 sec-3 sample will be tested at Ambient Temperature +10 Deg C hence 60 Deg C in this case.	
30	Protections	IP66 for all wattage, Surge protection external 10 kv, IEC61000-4-5	CONFIRM	
31	Working humidity	10% to 90% RH	CONFIRM	
32	Conformation standards of Luminaire (test reports of Luminaire)	The Luminaire should conform to IEC 60598/IS:10322. The Luminaire should be tested as per IEC 60598-2-3:2002/IS:10322 Part 5 sec-3 standards and following test reports should be submitted. Heat resistance test, thermal test, Ingress protection test, drop test electrical/ insulation resistance test, endurance test, humidity test, photometry test (LM79 report) vibrant test.	From NABL Certified TPL test report test report as per IS:10322 Part5 sec-3/ IEC:60598-2-3	
33	.1.3	LM80(IS16105)NABL Acc. Lab certificate for LED and LM79 (IS16106), IEC60598/ IS:10322 for LED Luminaire.	CONFIRM	
34	Finish	Aesthetically designed housing with grey color corrosion resistant polyester powder coating.	DECLARE	
35	Luminaire configuration/ technical requirement	Side entry type. Shall consist of separate optical and color gear compartments. It should be easy replacement in the field condition.	DECLARE	
36	Compliance	RoHS/CE/ERTL/ERDI	CONFIRM	
37	Surge protection	External surge protection of 10 kv to be separately installed with the each fixture	CONFIRM	

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38	Make of LED chip	NICHIA/OSHRAM/PHILIPS-LUMINEDS/ CREE/SEOUL-SEMI CONDUCTOR/SAMSUNG/EVERLIGHT	CONFIRM	
39	Lamp starting time	should not be more than 10 sec	CONFIRM	
40	Internal wiring	Internal wiring with fibre glass multi-strand copper wire	CONFIRM	
41	Overall system efficacy	more than 85%.	CONFIRM	

**3.7.4 Minimum Specifications for Outdoor Digital Panels (65" to 72")**

S. No.	Standard	Specification
1	Resolution	1920x1080
2	Aspect Ratio	16:9
3	Display Colors	16.7M
4	Brightness (cd/m <sup>2</sup> ) / (typ) minimum	2500
5	Contrast Ratio	5000:1
6	Viewing Angle (H./V.)	178°/178°
7	Life Time	50,000Hrs

**OR**

**The Concessionaire can provide and install True LED of equivalent size with following minimum specifications:-**

S. No.	Standard	Specification
1	Pixel Size	P10
2	Brightness	6000 nits
3	Life of LED display	1Lakh Hrs.
4	IP Rating	IP65 / IP54
5	Brightness Control	256 level
6	Input Power frequency	50 or 60 Hertz
7	Operating Temperature	-5° to 50° C
8	Viewing angle	Horizontal - 110 degree, Vertical - 75 degree



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9	Colour Display	10.7 billion
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3.7.5 Concessionaire will be responsible for providing the entire communication infrastructure, including LAN/ WAN, required for bringing data upto data centre.

The rights over the data to be used for the purpose of this RFP will be of the NDMC. The concessionaire shall bear all CAPEX & OPEX throughout the concession period.

#### **4. INSTRUCTIONS TO THE APPLICANTS**

This section includes all the important information related to RFP document required to bid for this project.

##### **A. GENERAL**

#### **4.1 General Information and Guidelines**

- 4.1.1 NDMC invites online bids to this Request for Proposals (“**RFP document**”) from eligible Applicants as per the scope of work defined in this RFP document. RFP document means this RFP document, Concessionaire Agreement, supporting annexure / appendices / formats etc., any addenda to this RFP document and all other such documents.
- 4.1.2 Any contract that may result from this bidding process will be effective from the date of Signing of the Concession Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of nine and half years. The nine and half years concession period inclusive of ‘Implementation Period’ and ‘Operation & Maintenance Period’.
- 4.1.3 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Applicants who are expected to carry out their own surveys, investigations and other detailed examinations of the Project before submitting their Bids. The Applicant shall visit the site and examine the project in detail for execution of the work and deployment of equipments. Nothing contained in this RFP document shall be binding on the NDMC nor confer any right on the Applicants, and the NDMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.
- 4.1.4 Applicants may carry out Project Site visits/ inspections/ testing at their own cost.
- 4.1.5 The Applicant / Concessionaire has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 4.1.6 All information supplied by Applicants may be treated as contractually binding on the Applicants on successful award of the assignment by NDMC on the basis of this RFP document.

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- 4.1.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Concession Agreement has been executed by or on behalf of NDMC. Any notification of Preferred Applicant status (including issue of a Letter of Acceptance) by NDMC shall not give rise to any enforceable rights by the Applicant. NDMC may cancel this public procurement at any time prior to a formal written Concession Agreement being executed by or on behalf of NDMC.
- 4.1.8 This RFP document supersedes and replaces any previous public documentation and communications, and Applicants should place no reliance on such communications.
- 4.1.9 The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Applicant's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.1.10 The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.1.00 Lakh (Rupees One lakh only) in accordance with the provisions of this RFP document. The Applicant has the option to provide the EMD either as a Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi or in the form of a Bank Guarantee acceptable to the NDMC, as per format at **Annexure- 4**.
- 4.1.11 The validity period of the Bank Guarantee shall not be less than 180 (One hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NDMC and the Applicant. Where a demand draft is provided, its validity shall not be less than 120 (one hundred and twenty) days from the Bid Due Date, for the purposes of encashment by the NDMC. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Preferred Applicant except in the case of the Preferred Applicant whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 4.1.12 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of Consortium shall not be

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entitled to submit another Application either individually or as a member of any other Consortium, as the case may be.

- 4.1.13 The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
- 4.1.14 The Applicant should submit a Power of Attorney authorizing the signatory of the Application to commit the Applicant.
- 4.1.15 In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.
- 4.1.16 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- 4.1.17 The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.
- 4.1.18 The Concessionaire shall be responsible for the operations and maintenance of all the infrastructures provided by him as per the terms set out in the RFP document.
- 4.1.19 Applicant shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the NDMC in relation to the Project is engaged by the Applicant, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Preferred Applicant or Concessionaire, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Concession Agreement and without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the NDMC may have there-under or otherwise, the Letter of Acceptance or the Concession Agreement, as the case may be, shall be liable to be terminated without the

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NDMC being liable in any manner whatsoever to the Preferred Applicant or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

4.1.20 **Change in Ownership**: By submitting the Bid, the Applicant acknowledges that the Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. Consortium member whose experience shall be counted will hold not less than 26% (twenty six per cent) of the Consortium. The Applicant further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the RFP document / Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document / Concession Agreement, be deemed to be a breach of the RFP document / Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Applicant is a Consortium.

4.1.21 By submitting the Bid, the Applicant shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Applicant shall be deemed to have knowledge of the same and shall be required to inform the NDMC forthwith along with all

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relevant particulars about the same and the NDMC may, in its sole discretion, disqualify the Applicant or withdraw the letter of agreement from the Selected Applicant, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Concession Agreement or otherwise.

### **4.3 Cost of Bidding**

The Applicants shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **4.4 Site visit and verification of information**

4.4.1 Applicants are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.

4.4.2 It shall be deemed that by submitting a Bid, the Applicant has:

- (i) made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
- (ii) received all relevant information requested from the NDMC;

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- (iii) made a complete and careful examination of the various aspects of the Project including but not limited to:
  - (a) existing facilities and structures;
  - (b) conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;
  - (c) conditions affecting transportation, access, disposal, handling and storage of materials;
  - (d) all other matters that might affect the Applicant's performance under this RFP document;
- (iv) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the NDMC relating to any of the matters referred to in this RFP document;
- (v) satisfied itself about all matters, things and information, including matters referred to in Clause 4.4.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations thereunder;
- (vi) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in Clause 4.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NDMC, or a ground for termination of the Concession Agreement by the Concessionaire;
- (vii) acknowledged that it does not have a Conflict of Interest; and
- (viii) agreed to be bound by the undertakings provided by it under and in terms hereof.

4.4.3 NDMC 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 Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NDMC.

**4.5 Verification and Disqualification**

4.5.1 The NDMC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP document and the Applicant shall, when so required by the NDMC, make available all such information, evidence and documents, as may be, necessary for such verification. Any such verification, or lack of such verification, by the NDMC, shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the NDMC there under.

4.5.2 The NDMC reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the NDMC, the supplemental information sought by the NDMC for evaluation of the Bid, or
- (c) any act of omission of the Applicant results in violation of or non-compliance with this RFP document or any Applicable Laws (Clause No. 8.10).

Such misrepresentation/ improper response/violation shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Applicant gets disqualified / rejected, then the NDMC reserves the right to take any such measure as may deem fit in the sole discretion of the NDMC, including annulment of the Bidding Process.

4.5.3 In case, it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the NDMC, that one or more of the qualification/conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the



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Letter of Acceptance or entering into of the Concession Agreement, and if the Preferred Applicant has already been issued the Letter of Acceptance or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the NDMC to the Preferred Applicant or the Concessionaire, as the case may be, without the NDMC being liable in any manner whatsoever to the Preferred Applicant or Concessionaire. In such an event, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under this RFP document and/ or the Concession Agreement, or otherwise.

### **B. DOCUMENT**

#### **4.6 Contents of the RFP Document**

4.6.1 This RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 4.9.

##### **Invitation for Bids**

- Section 1. Invitation for Proposal
- Section 2. NDMC's Overview
- Section 3. Project Objective and Scope
- Section 4. Instructions to the Applicants
- Section 5. Evaluation of Bids
- Section 6. Appointment of Concessionaire
- Section 7. Fraud and Corrupt Practices
- Section 8. Miscellaneous
- Section 9. Punitive Clause
- Section 10. Force Majeure
- Section 11. Event of Default and Termination
- Section 12. Dispute Resolution
- Section 13. Liquidated Damages
- Section 14. Exit Management Schedule

**Annexures:**

11. Location of Smart Poles
12. Financial Bid
13. No barring certificate
14. Bank Guarantee
15. Power of Attorney for Lead member of Consortium
16. Pre Contract Integrity Pact
17. Joint Bidding Agreement
18. Financial Bid Estimation
19. Power of attorney for signing of Application
20. Statement of legal Capacity

**4.7 Clarifications**

4.7.1 Applicants requiring any clarification on the RFP document may notify the NDMC in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the officer designated in Clause 1.4 by the date specified in Clause 1.7 (Key Events and Dates). NDMC shall endeavour to respond to the queries within the period specified therein, but not later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The NDMC will upload clarifications, if any, on its website ([www.ndmc.gov.in](http://www.ndmc.gov.in)). The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Smart Poles Project”

Email: [seph.civil@ndmc.gov.in](mailto:seph.civil@ndmc.gov.in), [ce.elect1@ndmc.gov.in](mailto:ce.elect1@ndmc.gov.in) and [secretary@ndmc.gov.in](mailto:secretary@ndmc.gov.in)

4.7.2 The NDMC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the NDMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the NDMC to respond to any question or to provide any clarification.

4.7.3 The NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants through its website. All

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clarifications and interpretations issued by the NDMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

### **4.8 Modification in the RFP Document**

- 4.8.1 At any time prior to the Bid Due Date, the NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum.
- 4.8.2 Any Addendum / clarification issued hereunder will be in writing and will be published on the NDMC's website ([www.ndmc.gov.in](http://www.ndmc.gov.in)) and Delhi Govt. website <https://govtprocurement.delhi.gov.in> to make it accessible to all Applicants, and shall be deemed to be a part of this RFP document.
- 4.8.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the NDMC may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **4.9 Format and Signing of Bid**

- 4.9.1 Bidders who wish to participate in this proposal will have to register on e-procurement system of Delhi Govt. To participate in online proposals, bidders will have to procure Digital Signature Certificate (Type II or Type III) as per Information Technology Act, 2000 using which they can sign their electronic bids. Bidders may contact e-procurement cell, NDMC, IT&C, Government of Delhi for further assistance. Bidders who already have a Valid Digital Certificate need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or addition, unless notified. In case, the bidder makes additional and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy of proposal technical eligibility document and financial eligibility documents and all original papers related to

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Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The NDMC will evaluate only those Bids that are received in the required formats and complete in all respects.

Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the applicant.

- 4.9.2 The hard copy of the Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant 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 Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scanned copy of proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table 5.2.3 should be uploaded alongwith the technical bid.
- 4.9.3 It is expected that Applicants have read and understood the RFP document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted alongwith the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers. . Scanned copy of the document to be uploaded on Delhi Govt. website <https://govtprocurement.delhi.gov.in>.

### **4.10 Sealing and Marking of Bids**

4.10.1 A two envelope/cover system shall be followed for the bid. The Applicant shall submit the Bid and seal it in the following two envelopes:

- (a) Envelope A:
  - (i) Earnest Money Deposit;

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(ii) Cost of RFP document (in case of downloaded RFP document), if any; and

(iii) Eligibility Criteria including the following:

A. Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.

B. A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.

(b) Envelope B: Technical Bid. Document of Envelope A & B to be scanned uploaded on Delhi Govt. website <https://govtprocurement.delhi.gov.in>.

(c) Financial bid to be submitted online on Delhi Govt. website <https://govtprocurement.delhi.gov.in> only.

4.10.2 The Bid shall include the following documents: -

<b>Envelope A-Hard copy as well as uploaded scanned copies on e-tender</b> ( <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> )		
Sl. No.	Documents Type	Document Format
1.	Earnest Money Deposit (EMD)	EMD – Rs.1.00 Lakh(Rupees One Lakh only) to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of “Secretary, NDMC” Payable at Delhi/New Delhi.
2.	Cost of RFP document, if applicable	Cost of RFP document (in case of RFP document downloaded from website) – Rs.5000/- to be deposited in the form of Demand Draft/Bankers Cheque in favour of “Secretary, NDMC” Payable at Delhi/New Delhi.
3	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
<b>Envelope B-Hard copy as well as uploading scanned copies on e-tender</b> ( <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> )		
1	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats

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		prescribed.
<b>To be submitted on e-tender only (<a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a>)</b>		
1	Financial Bid	The Financial Bid proposal shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed in RFP document. The Financial Bid proposal shall be submitted online on the <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> as per <b>Annexure-2</b>

4.10.3 The two envelopes A&B specified in Clauses 4.10.1 shall be placed in an outer envelope, which shall be sealed. Each of the envelopes shall clearly bear the following identification:

**“Bid for the Smart Poles Project”**

and shall clearly indicate the name and address of the Applicant. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

4.10.4 Each of the envelopes shall be addressed to the officer designated in Clause 1.4.

4.10.5 If the envelopes are not sealed and marked as instructed above, the NDMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Applicant.

4.10.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4.10.7 Bids not submitted online on e-tender (<https://govtprocurement.delhi.gov.in>) will not be considered for evaluation.

### **4.11 Bid Due Date**

4.11.1 Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) at the address provided in Clause 1.4 in the manner and form as detailed in this RFP document.

4.11.2 The NDMC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 4.8 uniformly accessible for all Applicants.

**4.12 Late Bids**

Bids received by the NDMC after the specified time on the Bid Due Date (including the extended period if any) shall not be eligible for consideration and shall be summarily rejected.

**4.13 Contents of the Bid**

4.13.1 Generally, the Project will be awarded to the Preferred Applicant.

4.13.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.

4.13.3 The proposed Concession Agreement shall be deemed to be part of the Bid.

**4.14 Modifications/ Substitution/ Withdrawal of Bids**

4.14.1 The Applicant may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the NDMC prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.

4.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 4.10, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

4.14.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NDMC, shall be disregarded.

**4.15 Opening of Bids**

4.15.1 The NDMC shall open the Bids (Envelope A and B) received within the specified time, on the Bid Due Date as specified in Clause 1.7 at the place specified in Clause 1.4 and in the presence of the Applicants who choose to attend.

4.15.2 The representatives of the Applicants should carry the identity card or a letter of authority from the Applicant to identify their bonafides for attending the Technical Bid opening.

4.15.3 The NDMC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP document.

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4.15.4 To facilitate evaluation of Bids, the NDMC may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.

4.15.5 The technical evaluation of only those Applicant will be done who are found eligible in terms of Clause 5.2.

4.15.6 NDMC shall invite the Technically Qualified Applicants as declared in terms of clause 5.3.9.3 for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NDMC separately and individually to such Technically Qualified Applicants.

### **4.16 Rejection of Bids**

4.16.1 Notwithstanding anything contained in this RFP document, the NDMC reserves the right to reject any Bid and to annul the Bidding 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 therefore. In the event that the NDMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Applicants to submit fresh Bids hereunder.

4.16.2 The NDMC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **4.17 Validity of Bids**

The Bids shall be valid for a period of not less than 45 (Forty Five) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Applicants and the NDMC.

### **4.18 Confidentiality**

4.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the NDMC in relation to, or matters arising out of, or concerning the Bidding Process. The NDMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The NDMC may not divulge any such information unless it is directed to do so by any statutory



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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 the NDMC or as may be required by law or in connection with any legal process.

4.18.2 The NDMC may allow the Concessionaire to review and utilize highly confidential public records and the Concessionaire shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

4.18.3 The Concessionaire shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

4.18.4 The NDMC or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Concessionaire regarding any forbidden disclosure.

4.18.5 For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- (i) information already available in the public domain;
- (ii) information which has been developed independently by the Applicant / Concessionaire not affecting any interest of the NDMC;
- (iii) information which has been received from a third party who had the right to disclose the aforesaid information;
- (iv) information which has been disclosed to the public pursuant to a court order.

4.18.6 To the extent the Concessionaire shares its confidential or proprietary information with NDMC for effective performance of the Services, the provisions of the Clause 4.18.2 to 4.18.4 shall apply *mutatis-mutandis* on the NDMC.

### **4.19 Correspondence with the Applicant**

Save and except as provided in this RFP document, the NDMC shall not entertain any correspondence with any Applicant in relation to acceptance or

rejection of any Bid.

**4.20 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened on the Bid Due Date and until such time the NDMC makes official intimation of award through issuance of Letter to Acceptance to the Preferred Bidder/ rejection to the Applicants. While the Bids are under consideration, Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP document, from contacting by any means, the NDMC and/ or their employees/ representatives on matters related to the Bids under consideration.

**4.21 Deviation Statement**

Applicants may note that NDMC will not entertain any deviations to the RFP document whatsoever may be including compliance to the technical specifications defined in the document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants would have to be unconditional and unqualified and the Applicants would be deemed to have accepted the terms and conditions of the RFP document with all its contents. Any deviation from the notified RFP document including compliance to the technical specifications will lead to disqualification of the applicant.

**4.22 Bid Submission Format**

The Applicant should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the bid and in the prescribed format only. NDMC will not accept delivery of Proposal in any manner other than that specified in this RFP document. Proposal delivered in any other manner shall be treated as defective, invalid and rejected. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the Applicant.

**D. Earnest Money Deposit (EMD)**

**4.23 Earnest Money Deposit (EMD)**

4.23.1 The Applicant shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs.1.00 Lakh (Rs. One lakh only) in the form of Demand Draft/ Pay Order/ Bankers Cheque/ FDR/ TDR in favour of "Secretary, NDMC" payable at Delhi/ New Delhi

4.23.2 The NDMC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

4.23.3 Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the NDMC as non-responsive.

4.23.4 The Earnest Money Deposit of unsuccessful Applicants will be returned by the NDMC, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Preferred Applicant or when the Bidding process is cancelled by the NDMC.

4.23.5 The Preferred Applicant's EMD will be returned, without any interest, upon the Concessionaire signing the Concession Agreement after furnishing the Performance Security in accordance with the provisions thereof.

4.23.6 The NDMC shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 4.23.7 herein below. The Applicant, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the NDMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Applicant during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Applicant.

4.23.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or under the Concession Agreement, or otherwise, if-

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- (a) an Applicant submits a non-responsive Bid;
- (b) an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Clause-7** of this RFP document;
- (c) an Applicant withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Applicant(s) and the NDMC;
- (d) the Preferred Applicant fails within the specified time limit -
  - (i) to sign and return the duplicate copy of Letter of Agreement; or
  - (ii) to sign the Concession Agreement; or
  - (iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement.

In such an event, the decision of the NDMC regarding forfeiture of the EMD shall be final and binding upon Applicants.

4.23.8 Applicants should mention the beneficiary's account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. The earnest money deposit of unsuccessful Applicants will be refunded through RTGS / NEFT mode. Applicants should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.

4.23.9 In case of forfeiture of EMD as prescribed in as above, the Applicant shall not be allowed to participate in the rebidding process of the same project.

### **E. Pre-Bid Meeting**

#### **4.24 Pre-Bid Meeting**

4.24.1 Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 1.7 at a time and place specified by the NDMC.

4.24.2 Only those persons who have purchased this RFP document shall be allowed to participate in the pre-bid conference.

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- 4.24.3 A maximum of three representatives of each person who has purchased this RFP document shall be allowed to participate on production of duly issued authority letter from such person and identity documents.
- 4.24.4 During the course of Pre-Bid Conference(s), the Applicants may seek clarifications and make suggestions for consideration of the NDMC.
- 4.24.5 The NDMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 4.24.6 All enquiries from the Applicants relating to this RFP document must be submitted in writing only to NDMC at the time of pre-bid meeting (Key Events and Dates – Clause 1.7). These queries should also be emailed to seph.civil@ndmc.gov.in, ce.elect1@ndmc.gov.in and secretary@ndmc.gov.in.

### **F. Administrative Guidelines**

4.25 This section describes the administrative guidelines, policies and procedures to be followed by the Concessionaire while undertaking operational activities. NDMC is particular about safeguarding the aesthetics and regulatory norms of NDMC and expects the Concessionaire to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key NDMC requirements. The Concessionaire is responsible for adhering to the following administrative guidelines:

- (i) NDMC reserves the right to intervene at any point throughout the Concession Agreement for all administrative, operation and maintenance activities.
- (ii) All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Concessionaire. NDMC will extend assistance in getting the requisite permission from statutory bodies in this regard.

For permissions other than in purview of NDMC, the concessionaire has to arrange such permissions at their own. NDMC may act as a facilitator for obtaining such permissions by the Concessionaire. However, this will

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not create any right in favour of the concessionaire for getting such permission through NDMC.

- (iii) The Concessionaire shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times. Timelines have been defined in this RFP as well as in clause No. 3.1 ..
- (iv) The Concessionaire shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Concessionaire will perform necessary restoration at its own cost.
- (v) The work of Concessionaire shall be subject to inspection at various stages. The Concessionaire shall abide and follow all Safety and Security Regulations and practices at all times. The Concessionaire should use products only as per technical specifications defined in RFP document.

### **G. Operation and Maintenance (O&M) Guidelines**

4.26 The Concessionaire shall follow the following Operation and Maintenance guidelines:

- (i) Concessionaire will be responsible for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire Operation & Maintenance period.
- (ii) After completing life of equipments, the Concessionaire has to replace them with new hardware / software of same or better specifications free of cost throughout the concession period.
- (iii) During the concession period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

## **5 EVALUATION OF BIDS**

### **5.1 BID EVALUATION**

5.1.1 NDMC will evaluate the bids.

5.1.2 NDMC may seek clarifications in writing from the Applicants on their proposals and may visit Applicant's client site to validate the credentials/ citations claimed by the Applicant.

5.1.3 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document. NDMC reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.

#### **5.1A Tests of responsiveness**

5.1A.1 Prior to evaluation of Bids, the NDMC shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- (a) it is received as per the format defined in RFP document.
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 4.11;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.9 and 4.10;
- (d) it is accompanied by the Earnest Money Deposit;
- (e) it is accompanied by the Power(s) of Attorney, if applicable;
- (f) it contains all the information (complete in all respects) as elaborated in this RFP document (in formats same as those specified);
- (g) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant;
- (h) it does comply with all the Technical specifications and General Terms and conditions;
- (i) it does not contain any condition or qualification;
- (j) the Applicant has submitted all additional information or clarification as sought by NDMC within the prescribed period;
- (k) Bids with duly signed integrity pact; and

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(l) it is not non-responsive in terms hereof.

5.1A.2 The NDMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NDMC in respect of such Bid. Provided, however, that the NDMC may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

### 5.2 Earnest Money Deposit, RFP Document Cost (if applicable) and Eligibility Criteria (Envelope A)

5.2.1 The bids without Earnest Money Deposit will be summarily rejected.

5.2.2 In case, the Applicant has downloaded the RFP document from the NDMC's website, then the Applicant is required to pay the cost of RFP document along with the EMD, failing which its bid will be rejected.

5.2.3 The bid of the Applicant shall be evaluated on the basis of the following Eligibility Criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required	File to be uploaded
1	Applicant Entity	Legal entities duly registered under the Companies Act 1956/2013 is allowed.  In case of Consortium, the lead member shall be a Legal entity duly registered under the Companies Act. 1995/2013.	a) Certificates of incorporation; b) Registration Certificates; c) Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non-judicial stamp paper.	Pre-qualification document to be uploaded (PQ1)
2	General Requirement	Applicant/ Lead Member (in case of consortium) should be (i) Telecom Infrastructure provider (IP category-I); or (ii) Telecom Service Provider having valid UL(AS) / UASL or Category 'A' ISP licensee from Department of	Self-certified copy of documents to establish the General requirement conditions to be enclosed.	PQ2



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		<p>Telecommunication, Government of India; or</p> <p>(iii) system integrator for IT/Telecom Network/ IT Hardware and software, duly registered under the Companies Act 1956/ 2013.</p> <p>Lead member shall have more than 50% (fifty percent) of the consortium</p>		
3	Turnover	The Applicant / Consortium shall have an average annual turnover of at least INR 4 Crore in last 3 Financial Year (2013-14, 2014-15, 2015-16).	Audited financial statements for the last three financial years (FY 2013-14, 2014-15 and 2015-16). In case the financial statement for 2015-16 is not audited then the same will be duly certified by the Chartered Accountant.	PQ3
4.	Solvency	The Applicant/ Consortium shall have bank Solvency certificate of not less than Rs.60 Lakh (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose).	Certificate from Bank in this regard.	PQ4
5	Registration under Tax Labour Laws Electrical Laws, etc.	The Applicant or the Lead Applicant should have a registered number of: (a) VAT/Sales Tax where his business is located; (b) Income Tax PAN; (c) Service Tax; (d) The ESI & EPF registration as per Labour Laws, if required.	Copies of relevant(s) Certificates of Registration. In case the Applicant does not have Service Tax, ESI & EPF registration than the Applicant has to give the undertaking that he will get these registration within 45 days from the date of signing of Agreement for this work, if required as per law.	PQ5
6	Experience of the firm	<p>Smart Pole should have been deployed at at-least three locations in India or out-side India.</p> <p>Smart Poles should be live at minimum one location with at-least two of the services (i.e. Wi-Fi/ CCTV/ LED/ Environmental sensors) as stipulated in this RFP, on the last date for submission of bid.</p> <p>Necessary reference</p>		PQ6

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		certificate of the principal owner or self-certificate for the deployments should be submitted as part of bid response. NDMC may visit the site where same Smart Street Light Pole has been installed and working to verify the quality of products installed. The applicant has to show the same Smart Pole as proposed to be installed under this RFP.		
7	Technical specifications	Smart street light pole shall be confirming to the technical specifications defined in clause.	Technical specifications compliance sheet to be submitted along with bid.	PQ7
8	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.	Undertaking by the authorized signatory as well as all member of consortium as per the form mentioned in <b>Annexure- 3</b> .	PQ8
9	Integrity Pact	Duly signed Integrity Pact <b>as per Annexure - 6</b>	The Applicant has to submit has to submit duly signed Integrity Pact <b>as per Annexure - 6</b> alongwith its proposal.	PQ9
10	Technical Specification	Compliance to the Technical Specification	Document showing compliance for technical specifications of all the items proposed under this RFP	PQ10

“Note: (i) If the applicant is a 100% subsidiary of any legal entity, then the financial and technical capabilities of such parent legal entity may be considered for purpose of Technical and Financial eligibility of Clause 5.2.3 and 5.3.2, subject to the condition that the parent company will own the responsibility of its subsidiary company.

(ii) In case of a Consortium, the combined technical capacity of those Members, who shall have an equity of at least 26% (twenty six per cent) each in the consortium, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity not less than 26% (twenty six per cent) of the equity of the consortium.

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5.2.4 Consortium as mentioned in clause 5.2.3 above shall be subject to the condition mentioned below in clauses 5.2.7 to 5.2.8

5.2.5 The concessionaire shall comply with all applicable laws, including labour laws, applicable at any point of time throughout the concession period.

5.2.6 Work Orders and Client Certificates for successful completion of such work confirming period and area of activities for the purpose of clause 5.2.3 should be enclosed. Self-certification shall be submitted by the Applicant for works executed for internal purposes. NDMC has the right to verify the authenticity of claims made under such submissions / work orders / client certificates submitted by the Applicant through any means, including site visits, at any stage, and if such claims (in full or part) is found to be incorrect, then NDMC will have the right to terminate the concession agreement and forfeit all the assets and performance security under this RFP, without any liability to NDMC.

Concessionaire has to ensure that proposed OEM should not have been blacklisted by any sovereign government and barred from participating in government projects due to security reasons in the last fifteen years.

The Applicant shall submit all the documents in the prescribed formats mentioned in the RFP document.

### **5.2.7 Consortium**

5.2.7.1 Where the Applicant is a consortium, lead member alongwith other members of the consortium shall execute the Concession Agreement and implement the Project. Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout

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the concession period. All the members shall comply with the following additional requirements:

- (i) number of members in a consortium shall not exceed 3 (three);
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall hold more than 50% (Fifty percent) share of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-5**, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member;
- (viii) commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- (ix) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.
- (x) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Annexure-7** (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:

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- a. that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
  - b. that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
  - c. that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement.
  - d. that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium's default
  - e. that the proposed roles and responsibilities, if any, of each member;
  - f. that the minimum stake commitment, to be held by each member;
  - g. that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall have 26% (twenty six per cent) or more of the Consortium;
  - h. that members of the Consortium shall not dilute their stake in the Consortium throughout the concession period;
  - i. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement;
- (xi) except as provided under this RFP document, there shall not be any amendment to the joint Bidding Agreement without the prior written consent of the NDMC; and
- (xii) in case an Applicant is a Consortium, then the term Applicant as used in this RFP document, shall include each Member of such Consortium.

**5.2.8 Change in composition of the Consortium**

5.2.8.1 Where the Applicant is a Consortium, change in composition of the Consortium may be permitted by the NDMC during the Bid Stage, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.

5.2.8.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the NDMC and must be approved by the NDMC in writing. The Applicant must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

5.2.8.3 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially prior to the Bid Due Date.

5.2.8.4 The option of change in composition of the Consortium which is available under Clause 5.2.8.1 may be exercised by any Applicant who is either a Consortium or a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium participating in this project.

5.2.9 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) as provided in Clause 8.14 that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered

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and incurred by the NDMC and not by way of penalty for, inter alia, the time, cost and effort of the NDMC, including consideration of such Applicant's proposal, without prejudice to any other right or remedy that may be available to the NDMC under the RFP Document and/ or the Concession Agreement or otherwise.

5.2.10 The Applicant shall promptly inform the NDMC of any change in the status of the Applicant with reference to any of the eligibility criterion specified in clause 5.2.3, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

5.2.11 Financial bid of only those Applicants will be opened, who meet the eligibility criteria and technical specifications specified in Clauses 5.2.3

### **5.3 Technical Presentation**

If required, the Applicants, who will found eligible in terms of Clause 5 above, will be asked to give a presentation on its proposal on date, time and place as communicated to the Applicant by the NDMC in writing.

### **5.4 FINANCIAL BID**

#### **5.4.1 Submission of Financial Bids**

5.4.1.1 The Applicant shall quote the lump sum amount to be given to NDMC as the monthly concession fee throughout the concession period of nine and half years from (i) the date of implementation (i.e. Go-Live) of the project, or (ii) expiry of six month period from the date of signing of the concession agreement, whichever is earlier, as per the format given in the RFP document subject to a minimum concession fee of Rs. 2500 per pole per month. The minimum monthly concession fee will increase @ seven percent (7%) per annum compounded every year on annual compounding basis, and such increase will not be applicable for (i) during the implementation (i.e. Go-Live) period of the project, or (ii) expiry of six month period from the date of signing of the concession agreement, whichever is earlier.

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5.4.1.2 The information regarding cost of equipments, cost of installations, manpower costs and O&M costs throughout the concession period should be provided as per the format given in the RFP document (**Annexure 8** : Table 1 to 3).

5.4.1.3 Any bid which does not conform to the formats prescribed above in clause 5.4.1.1 and 5.4.1.2 will be disqualified.

5.4.1.4 The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement, including customs duties, and the Concession Fee shall not be adjusted for such costs.

### **5.4.2 Financial Evaluation**

5.4.2.1 The Financial Bids of all eligible Applicants will be opened on date, time and place as communicated to the Applicant by the NDMC in writing in the presence of Applicants who choose to attend.

5.4.2.2 The Financial Bids shall be evaluated on the basis of the lump-sum monthly concession fee quoted by the Concessionaire as per clause 5.4.1 above.

5.4.2.3 The Applicant whose Financial Bid has the highest quoted lump-sum monthly concession fee to be payable to the NDMC for the Project ("H1 Applicant") shall be declared the Preferred Applicant for the Project.



## **6 APPOINTMENT OF CONCESSIONAIRE**

### **6.1 Selection of Applicant**

6.1.1 After selection of Preferred Applicant in terms of Clause 5 of the RFP, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by the NDMC to the Preferred Applicant and the Preferred Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant to acknowledge the LOA.

6.1.2 Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the Preferred Applicant, and NDMC reserves the right to annul the process of award, including signing of concession agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons therefore.

6.1.3 Upon issue of LOA to the Preferred Applicant, NDMC will release the EMD of all Applicants, except the Preferred Applicant.

6.1.4 After acknowledgement of the LOA as aforesaid by the Preferred Applicant, it shall cause the Preferred Applicant to execute the Concession Agreement within the period prescribed in Clause 1.8. The Preferred Applicant shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

### **6.2 Term of the Concession Agreement**

The term of this Concession Agreement shall be a period of nine and half years from the date of signing of this Agreement [this includes implementation period of maximum 6 months]. The Concession Agreement period shall not be extended beyond nine and half years in any case.

**6.3 Performance Bank Guarantee**

- 6.3.1 The Preferred Applicant will be required to submit a Performance Bank Guarantee (PBG) of Rs.15 lakh to the NDMC within 15 (fifteen) working days from the date of receipt of Letter of Acceptance in favour of Secretary NDMC.
- 6.3.2 In case of a Consortium, the Lead Applicant of Consortium shall be liable to pay Performance Bank Guarantee. Performance Bank Guarantee shall be valid for 180 days beyond the term of the Concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- 6.3.3 In case, the Preferred Applicant fails to submit performance bank guarantee within the time stipulated, the NDMC at its discretion may cancel the Letter of Acceptance issued to the Preferred Applicant without giving any notice and may invoke the EMD of such Preferred Applicant.
- 6.3.4 NDMC shall invoke the Performance Bank Guarantee in case the selected Concessionaire fails to discharge their contractual obligations during the Concession Agreement period or NDMC incurs any loss due to Concessionaire's negligence in carrying out the project implementation as per the agreed terms and conditions.

**6.4 Release of Performance Bank Guarantee**

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- a) After successful implementation of this project;
- b) Successful operation and maintenance of all the services under this agreement;
- c) Payment of all the penalties throughout implementation, operation and maintenance period;
- d) Payment of all concession fees as per agreement alongwith penalties, if any;
- e) At the end of the concession period, Performance Bank Guarantee of Concessionaire will be released after successful handing over all the

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assets and services, including all hardware, software, in working conditions. If any existing hardware & software is not found working at the time of handing over the Concessionaire has to get rectified/replaced the same at his own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Concessionaire.

f) On production of clearance for all applicable dues, if any.

### **6.5 Signing of Concession Agreement**

6.5.1 Subsequent to NDMC's issuing Letter of Acceptance to the Preferred Applicant, the Preferred Applicant shall execute the Concession Agreement with the NDMC within a period of one month from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the Preferred Applicant within the prescribed period.

6.5.2 Failure of the Preferred Applicant to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be liable to indemnify NDMC for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Agreement.

6.5.3 Notwithstanding anything to the contrary mentioned above, NDMC at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

### **6.6 TAX LIABILITY**

6.6.1 The Concessionaire shall be responsible for all the statutory taxes, statutory dues, local levies, Service tax, etc. to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the NDMC whatsoever on any account.

6.6.2 The Concessionaire indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this concession agreement.

6.6.3 The Concessionaire should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NDMC be drawn into litigation on these counts.

**6.7 Failure to Agree with the Terms and Conditions of the RFP document**

6.7.1 The performance of Applicant will be continuously reviewed by NDMC to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Concessionaire fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Concession Agreement may be terminated by giving 30 days notice as cure period and if it is not cured within 30 days then NDMC will terminate the Concession Agreement by giving further notice of 30 days for termination of Concession Agreement. NDMC's decision in this regard will be final. In case of termination of this Concession Agreement, NDMC shall have the right to avail services of any other Applicant / agency to continue the project without any let or hindrance from Applicant and the Applicant has to provide all necessary assistance for smooth switch over. NDMC will not pay any charges to the Applicant. Failure of the Preferred Applicant / Concessionaire to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event NDMC may take a decision to re-issue the RFP document. In such a case, NDMC shall invoke the Performance Bank Guarantee of the most responsive Applicant / Preferred Applicant.

6.7.2 In addition, NDMC reserves the right to appropriate the EMD / Performance Bank Guarantee given by the Applicant / Concessionaire and black-list the Applicant / Concessionaire.

**7. FRAUD AND CORRUPT PRACTICES**

- 7.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance (**LOA**) and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the NDMC may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant or Concessionaire, as the case may be, if it determines that the Applicant or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the NDMC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Concession Agreement, or otherwise.
- 7.2 Without prejudice to the rights of the NDMC under Clause 6.1 hereinabove and the rights and remedies which the NDMC may have under the LOA or the Concession Agreement, or otherwise if an Applicant or Concessionaire, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Applicant or Concessionaire shall not be eligible to participate in any tender or RFP document issued by the NDMC during a period of 2 (two) years from the date such Applicant or Concessionaire, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 7.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

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- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4..22 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**8. MISCELLANEOUS**

**8.1 Jurisdiction of Court**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at Delhi/New Delhi shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

8.2 The NDMC, 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 Applicant in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the NDMC by, on behalf of, and/ or in relation to any Applicant; 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 Applicant.

8.3 It shall be deemed that by submitting the Bid, the Applicant agrees and releases the NDMC, 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.

8.4 The Applicant shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.

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8.5 In the event of any restrictions being imposed by the NDMC, security agencies, traffic agencies, or any other authority in the working area, Concessionaire shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-

- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
- b) The Concessionaire shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;
- c) Labour huts/ stay of workmen will not be allowed at project area and in NDMC area;
- d) The Concessionaire shall be responsible for behavior and conduct of his staff. The Concessionaire shall engage no staff with doubtful integrity or having a bad record;
- e) The workers of the Concessionaire should strictly observe code of conduct and manner befitting security. If any employee of the Concessionaire fails to absolve proper conduct, the Concessionaire shall be liable to remove him from deployment, immediately in receipt of the instructions of the NDMC;
- f) The Concessionaire shall be responsible for the conduct and behavior of its workers employed for the work;
- g) The NDMC shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly, Concessionaire reserves the right to change the staff as per its requirement;
- h) The NDMC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Concessionaire consequent upon any injury/ mishap.

8.6 The Applicant has to complete the work in 6 (six) months as per milestones defined in clause 3.1.

If the targets for each mile stone as defined in Clause 3.1 are not completed, then necessary penalties will be imposed as provided in Clause 9.1.1 of this



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RFP document on proportionate basis (i.e. number of poles covered under the milestone against the total number of poles to be installed under this RFP) for intermediate milestones. After the stipulated implementation time of six months, the penalties prescribed under clause 9.1.1 will be imposed for delay in project (i.e. for all poles irrespective of installation of number of poles installed by the concessionaire).”

### **8.7 Indemnity Clause**

The Concessionaire shall defend, indemnify, release and hold harmless the NDMC from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Concessionaire or NDMC) or for loss of or damage to property (including Concessionaire or NDMC property), in each case whether directly or indirectly resulting from or arising out of Concessionaire performance under this RFP document / concession agreement. This indemnity shall apply whether or not NDMC was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the NDMC. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / concession agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or willful misconduct of the NDMC.

### **8.8 Applicable Law(s)**

The Concessionaire has to follow all the applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended form time to time while providing these services.

**8.9 Integrity Pact**

The Applicant shall submit a duly signed integrity pact **as per Annexure- 6** along with its proposal as per the RFP document.

**8.10 Documents and Information**

The documents including this RFP document and all attached documents, provided by the NDMC are and shall remain or become the property of the NDMC and are transmitted to the Applicants solely for the purpose of preparation and the submission of a Bid in accordance herewith. Applicants 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 Applicants, and the NDMC will not return to the Applicants any Bid, document or any information provided along therewith.

**8.11 Language**

The Bid and all communications in relation to or concerning the RFP Document and the Bid shall be in English language. If any supporting document is in any language other than English, translation of the same in English language duly attested by the Applicant, shall be provided. In case of discrepancy, English translation shall govern.

**8.12 Conflict of Interest**

An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, is less than

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5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- (iv) such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
- (v) such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

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- (vi) such Applicant or any Associate thereof has participated as a consultant to the NDMC in the preparation of any documents, design or technical specifications of the Project.

For purposes of this Clause, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

### **8.13 Non Transferability of RFP document**

This RFP document is non-transferable.

### **8.14 Loss and Theft of Property**

The Concessionaire shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by him immediately at his own cost to continue the services under the scope of RFP document available for use. If Concessionaire fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied as per Penalty Clause for not meeting the desired level of SLA. If the level of services goes below the minimum level as prescribed in the SLA then NDMC will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Concession Agreement.

### **8.15 Severability**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for

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such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

**8.16 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to NDMC:

\_\_\_\_\_ (designation of authorised officer)

Fax No. \_\_\_\_\_

If to the Concessionaire:

The \_\_\_\_\_ (Designation)

Fax No. \_\_\_\_\_

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**8.17 Interest**

Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to the NDMC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Concessionaire to the NDMC. Such sum shall until payment

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thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the NDMC.

Provided the stipulation regarding interest for delayed payments contained in this Clause 8.19 shall neither be deemed or construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

**8.18 Waiver**

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
  - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
  - ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
  - iii. shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**9 PUNITIVE CLAUSE**

9.1 NDMC will impose a fine on the Concessionaire for not meeting the **Implementation Service Level Agreements (SLAs)** and **Post-Implementation SLAs** as detailed below:

9.1.1 **Implementation SLAs:** These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs will be applicable for commissioning of the project (upto GO-LIVE). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows:

<b>Delay in implement of project as per this RFP (in Weeks)</b>	<b>Penalty value</b>
Per week per milestone given in clause 3.1 (iii)	Rs.50,000/- per week
Maximum	Rs.15 lakh

In case, the Concessionaire reaches maximum of penalty at any point of time, NDMC reserves the right to invoke the termination clause.

**9.1.2 Post-Implementation SLAs**

9.1.2.1 These SLAs shall be used to evaluate the performance of the services on weekly basis but penalties would be levied for cumulative performance for the quarter basis.

9.1.2.2 Penalty levied for non-performance as per SLA requirements shall have to be deposited by the Concessionaire at the completion of each quarter within 10 days otherwise interest will be charged @ 18% per year from the date of non-payment of these penalties. If the penalties amount along with interest exceeds Rs.15 lakh in preceding 12 months, then NDMC will have the right to terminate the agreement.

9.1.2.3 In the event of non-compliance to this condition, NDMC reserves the right to invoke the termination clause. All the activities and obligations pursuant to the termination, shall be as per Termination Clause as provided in this RFP document.

**9.2 SLA for availability of Wi-Fi System on Internet through Access Points (AP)**

<b>Sr. No</b>	<b>Uptime SLA For AP hours per quarter for all smart poles</b>	<b>Penalty values per quarter</b>
1	Uptime up to 95%	No Deduction
2	Between 90% to 95%	Rs. 50,000/-
3	Between 90% to 85%	Rs. 1 Lakh
4	Below 85%	Not acceptable. NDMC can terminate the Concession Agreement.

**Note:** For Internet Wi-Fi System:

- Downtime means non-working/ non-availability of Access Points (APs)/non availability of Internet bandwidth per user as defined in RFP at all locations. Uptime shall be calculated as **[1- (no. of AP hours not available)/(Total no of APs\* Total hours in one year)]**. For example, if 600 nos. of APs are deployed at various locations, and 20 AP do not work for 1 hour, the total non-working AP hours will be 20 and the uptime would be  $\{1 - (20 / (600 * 90 * 24))\}$ , [600 being the number of APs, for 90 days on 24 hours basis]. This down time will be used for penalty calculations on quarterly basis and necessary penalty calculated have to be deposited by the concessionaire. The penalties would be levied for every AP down time.

**9.3 SLAs for CCTV Surveillance System**

**(A) During operation and maintenance period after GoLive**

<b>Sr. No.</b>	<b>Uptime SLA</b>	<b>Penalty Clause per quarter</b>
1	Uptime up to 95%	No Deduction
2	Between 90% to 95%	Rs. 50,000/-
3	Between 90% to 85%	Rs1 Lakh
4	Below 85%	Not acceptable. NDMC can terminate the Concession Agreement.

**Note:** For CCTV Surveillance System cameras:



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Downtime means non-display/ non-recording for cameras by CCTV Camera at data centre. Uptime requirements shall be calculated as **[1- (no of camera hours not available)/(Total camera \* Total hours in one quarter)]**. For example, if 300 nos. of CCTV cameras are deployed at various locations, and 10 cameras do not work for 1 hour, the total non-working camera hours will be 10 and the uptime would be  $\{1-(10/(300*90*24))\}$ , [300 being the number of cameras, for 90 days on 24 hours basis]. This down time will be used for penalty calculations on quarterly basis and. The penalties would be levied for every camera down time:-

### 9.4 (A) SLA for LED luminarie

Sr. No	Uptime SLA For LED luminarie hours	Penalty values per quarter
1	Uptime up to 95%	No Deduction
2	Between 90% to 95%	Rs. 50,000/-
3	Between 90% to 85%	Rs1 Lakh
4	Below 85%	Not acceptable. NDMC can terminate the Concession Agreement.

Downtime means non-working/ non-availability of LED luminaries at any location. Uptime shall be calculated as **[1- (no. of LED luminaries hours not available)/(Total no of LED luminaries\* Half of the total hours in one quarter)]**. For ex, if 600 nos. of LED luminaries are deployed at various locations, and 20 LED luminaries do not work for 1 hour, the total non-working LED luminaries hours will be 20 and the uptime would be  $\{1-(20/(600*90*12))\}$ , 600 being the number of LED luminaries, for 90 days on 12 hours basis. This down time will be used for penalty calculations on quarterly basis and necessary penalty calculated have to be deposited by the concessionaire. The penalties would be levied for every LED luminaries down time, be it for non-availability of network, theft, damage etc., because the Concessionaire is responsible for supply of all enabling components on end-to-end basis.

**9.4 (B) SLA for Environmental Sensor**

<b>Sr. No</b>	<b>Uptime SLA For LED luminarie hours</b>	<b>Penalty values per quarter</b>
1	Uptime up to 95%	No Deduction
2	Between 90% to 95%	Rs. 50,000/-
3	Between 90% to 85%	Rs1 Lakh
4	Below 85%	Not acceptable. NDMC can terminate the Concession Agreement.

“Downtime means non-working/ non-availability/incorrect data of Environmental sensor at any location. Uptime shall be calculated as **[1- (no. of environmental sensors hours not available)/(Total no of environmental sensors \* the total hours in one quarter)]**. For ex, if 600 nos. of **environmental sensors** are deployed at various locations, and 20 **environmental sensors** do not work for 1 hour, the total non-working **environmental sensors** hours will be 20 and the uptime would be  $\{1- (20/(600*90*24))\}$ , 600 being the number of **environmental sensors**, for 90 days on 24 hours basis. This down time will be used for penalty calculations on quarterly basis and necessary penalty calculated have to be deposited by the concessionaire. The penalties would be levied for every **environmental sensors** down time, be it for non-availability of network, theft, damage etc., because the Concessionaire is responsible for supply of all enabling components on end-to-end basis.

**9.5 Penalties shall not be levied on the Concessionaire in the following cases**

9.5.1 In case of a force majeure event effecting the SLA which is beyond the control of the Concessionaire. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this RFP document.

9.5.2 Theft cases by default/ vandalism would not be considered as “beyond the control of Concessionaire”. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired required SLA.

**10 FORCE MAJEURE**

**10.1 Definition of Force Majeure**

The Concessionaire or the NDMC, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this RFP document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

**10.2 Force Majeure events**

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- (i) act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (ii) radioactive contamination or ionizing radiation or biological contamination;
- (iii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Concessionaire or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (iv) general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Concessionaire and which affect the timely implementation and continued operation of the Project;
- (v) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force

Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

**10.3 Notification procedure for Force Majeure**

10.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.

10.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

**10.4 Allocation of costs arising out of Force Majeure**

10.4.1 Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

10.4.2 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

10.5 Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

**10.6 Consultation and duty to mitigate**

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

## **11 EVENTS OF DEFAULT AND TERMINATION**

### **11.1 Events of Default**

Any of the following events shall constitute an event of default unless such event has occurred as a result of one or more reasons set out in clause 11.2;

- (i) The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Project-in-Charge [Superintending Engineer(PH), NDMC], is likely to delay achievement of GO-LIVE beyond 12 weeks of the Scheduled GO-LIVE Date;
- (ii) The Concessionaire has failed to achieve GO-LIVE within 12 weeks from the Scheduled GO-LIVE Date;
- (iii) The Concessionaire is in Material Breach of O&M Requirements;
- (iv) Any representation made or warranties given by the Concessionaire under this RFP document is found to be false or misleading;
- (v) The Concessionaire has created any Encumbrance on the Project Site in favour of any Person save as otherwise expressly permitted under this RFP document;
- (vi) A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- (vii) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this RFP document, and provided further that:
  - a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;

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- b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Concessionaire as at Commencement Date; and
- c) RFP document remains in full force and effect.
- (ix) The Concessionaire has abandoned the Project Facilities.
- (x) The Concessionaire has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.
- (xi) The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days.
- (xii) The Concessionaire has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.
- (xiii) The Concessionaire is not able to meet the SLAs minimum requirement of 95% uptime at all the times excluding Force majeure period..
- (xiv) The Concessionaire reporting bankruptcy to the NDMC, or any appropriate statutory forum.

### **11.2 No Breach of Obligations**

The Concessionaire shall not be considered to be in breach of its obligations under this RFP document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this RFP document is affected by or on account of any of the following:

- (i) Force Majeure Event as provided under clause 10;
- (ii) Compliance with written instructions of the NDMC or the directions of any Government Agency in writing, other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder or any applicable law;

### **11.3 Termination due to Events of Default**

11.3.1 Without prejudice to any other right or remedy which the NDMC may have in respect thereof under this RFP document, upon the occurrence of a Event of

Default, the NDMC shall be entitled to terminate this Agreement as hereinafter provided.

11.3.2 If NDMC decides to terminate this Agreement pursuant to preceding clause 11.3.1, it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “**Concessionaire's Proposal to Rectify**”). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

11.3.3 If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 30 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, NDMC shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

#### **11.4 Termination Notice**

If NDMC, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 11.3, it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- (iii) the estimated Termination Payment including the details of computation thereof and;
- (iv) any other relevant information.



**11.5 Obligation of Parties**

Following issue of Termination Notice by NDMC in accordance with clause 11.4, the Parties (i.e. the Concessionaire and the NDMC) shall promptly take all such steps as may be necessary or required to ensure that:

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- (ii) the Termination Payment, if any, payable by the Concessionaire is paid to the NDMC before the Termination Date; and
- (iii) the Project Facilities are handed over to NDMC by the Concessionaire on the Termination Date, free from any Encumbrance, under this Agreement.

**11.6 Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this RFP document, if the Concessionaire cures the underlying Event of Default to the satisfaction of the NDMC at any time before the Termination occurs, the Termination Notice may be withdrawn by the NDMC.

Provided that the Concessionaire shall compensate the NDMC for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

**11.7 Termination Payments**

Upon Termination of this Agreement, the NDMC shall be entitled to receive Termination Payment as under:

**(a) Prior to GO-LIVE**

If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Concessionaire, and all the assets and services created under this project will become the property of NDMC. The Concessionaire shall pay all fees/ dues, if any, to the NDMC before the date of termination.

**(b) After GO-LIVE**

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If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Concessionaire, and all the assets and services created under this project will become the property of NDMC. The Concessionaire shall pay all fees/ dues, if any, to the NDMC before the date of termination.

This will include Performance Bank Guarantee furnished by the Concessionaire, all the assets & services created under this project for NDMC usage and for providing free Wi-Fi except Microcell & other telecom assets.

Use of electric poles by the Concessionaire will not be allowed by the NDMC thereafter. The Concessionaire shall pay all fees/ dues, if any, to the NDMC before the date of termination.

The concessionaire may terminate the agreement by giving a notice of 60 days to the NDMC. Such termination is subject to the fulfilment of the conditions, as prescribed under clause 11.7 and 11.8, by the concessionaire.

### **11.8 Rights of NDMC on Termination**

Upon Termination of this Agreement for any reason whatsoever, NDMC shall have the power and authority to:

- (i) Enter upon the Project Site and take over the Project Facilities without any hindrance.
- (ii) prohibit the Concessionaire or any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site / Project Facilities;
- (iii) step in or nominate any person to step in without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements, as NDMC may in its discretion deem appropriate with effect from such date as NDMC may specify:

Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by NDMC for step in shall and shall always constitute debt between the Concessionaire and such counter party and NDMC shall in no way or manner be liable or responsible for such sums. The Concessionaire shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause 11;

- (iv) Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the handback of the Project Site/facilities by the Concessionaire to NDMC shall be free from any such obligation.
- (v) Notwithstanding anything contained in this Agreement, the right of NDMC to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Concessionaire fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Concessionaire shall be liable to pay to NDMC and NDMC shall be entitled to recover from the Concessionaire, an amount that represents a genuine estimate of the losses, damages and costs suffered by NDMC by way of liquidated damages. Such liquidated damages shall be recoverable from the Termination Date to the date when NDMC receives vacant and peaceful possession of the Project Facilities. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to NDMC against the Concessionaire who shall be deemed to be a trespasser in illegal and unauthorized possession and occupation of the Project Site and Project Facilities, upon Termination.

**11.9 Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Concession Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**11.10 Early Determination**

Notwithstanding anything inconsistent contained anywhere in this agreement, in the event of early determination of this Agreement by NDMC without the consent of the Concessionaire or in the absence of any default by the Concessionaire, the procedure for Termination will be as prescribed under Clause 12 (Dispute Resolution).

**12 DISPUTE RESOLUTION**

- 12.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (NDMC and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.
- 12.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of NDMC, New Delhi only.
- 12.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time, including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Concession Agreement, the Concessionaire shall continue to perform and make due payments to NDMC as per the Concession Agreement.

**13 LIQUIDATED DAMAGES**

Time is the essence of the Agreement and the delivery dates are binding on the Concessionaire. In the event of delay or any gross negligence, for causes attributable to the Concessionaire, in meeting the deliverables, the NDMC shall be entitled at its option to recover from the Concessionaire as agreed, liquidated damages, as per the rates mentioned in “Implementation & Post Implementation Performance Requirements” of Service Level Agreement as mentioned in this RFP document. The Liquidated Damages shall be capped at Rs. 20 lacs per annum, and in the event of Liquidated Damages exceeding this capping, the NDMC has a right to invoke “Termination Clause”. The activities pursuant to the termination of the Concession Agreement shall be in-line with the conditions of the RFP document.

**14 EXIT MANAGEMENT SCHEDULE**

14.1 **Purpose:** This Clause sets out the provisions, which will apply on expiry or termination of the Concession Agreement.

**14.2 Transfer of assets:**

14.2.1 The Concessionaire shall within fifteen (15) days of the expiry of the Concession Agreement or termination of the Concession Agreement, whichever is earlier, hand over all the assets and services belonging to the NDMC, as per the Assets List made under the provisions of Clause 3.5.28, in proper working condition to the NDMC.

14.2.2 In case if any hardware and software is not functional at the time of such handing over, the Concessionaire will get it rectified at his own cost within 45 days of such handing over otherwise NDMC will get it rectified at the risk and cost of the Concessionaire.

14.2.3 Performance Bank Guarantee of the Concessionaire will be released only after successful handing over of the all the assets and services, including hardware, software, network and services in working conditions to NDMC, and after adjustments of any amount due and recoverable from the Concessionaire under this Agreement by NDMC, if any.

14.2.4 Upon service of a notice under this Clause the following provisions shall apply:

- (a) in the event, if the Assets or services to be transferred are mortgaged to any financial institutions by the Concessionaire, the Concessionaire shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the NDMC.
- (b) All title to the Assets and Services to be transferred to the NDMC pursuant to this Clause shall be transferred to NDMC, within the time period as mentioned in clause 14.2.1.

**14.3 Cooperation and Provision of Information**

During the Exit Management Period:

**RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

- (i) the Concessionaire will allow the NDMC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the NDMC to assess the existing services being delivered;
- (ii) promptly on reasonable request by the NDMC, the Concessionaire shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Concessionaire). The NDMC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Concessionaire shall permit the NDMC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the NDMC to understand the methods of delivery of the services employed by the Concessionaire and to assist appropriate knowledge transfer.



Annexure-‘ 1’

Location of Smart Street Light Poles with height

S. No.	Location	Number of Smart Street Light Pole (Approx.)	Existing Height of the Pole (Approx.)	Permissible Height of the Smart Pole (Approx.)
1	B.K.S. Marg from Gole Dhakana to Connaught Place	05	11m	12m
2	Sansad Marg from Patel Chowk to Connaught Place	05	10m	9m
3	Janpath from Le Meridian Hotel to Connaught Place	06	11m	12m
4	K.G. Marg from Ferozshah Road Crossing to Connaught Place	05	11m	12m
5	Barakhamba Road from Mandi House to Connaught Place	06	11m	12m
6	Tolstoy Marg from Jantar Mantar to Barakhamba Road Crossing	07	8m	9m
7	Connaught Place – Outer Circle and Inner circle	15	12m	12m
8	Connaught Place – Middle Circle	6	8m	9m
4	<b>Total</b>	<b>55 Nos.</b>	<b>.1</b>	<b>.2</b>

**Note :** (1) Smart Street light Poles are to be installed in such a way that the spacing of the Smart Poles will be uniform on each road and also to provide the uniform free Wi-Fi availability to the Public.

(2) One set of Environmental sensors will be installed on a Group of every three Smart Street Light Poles.

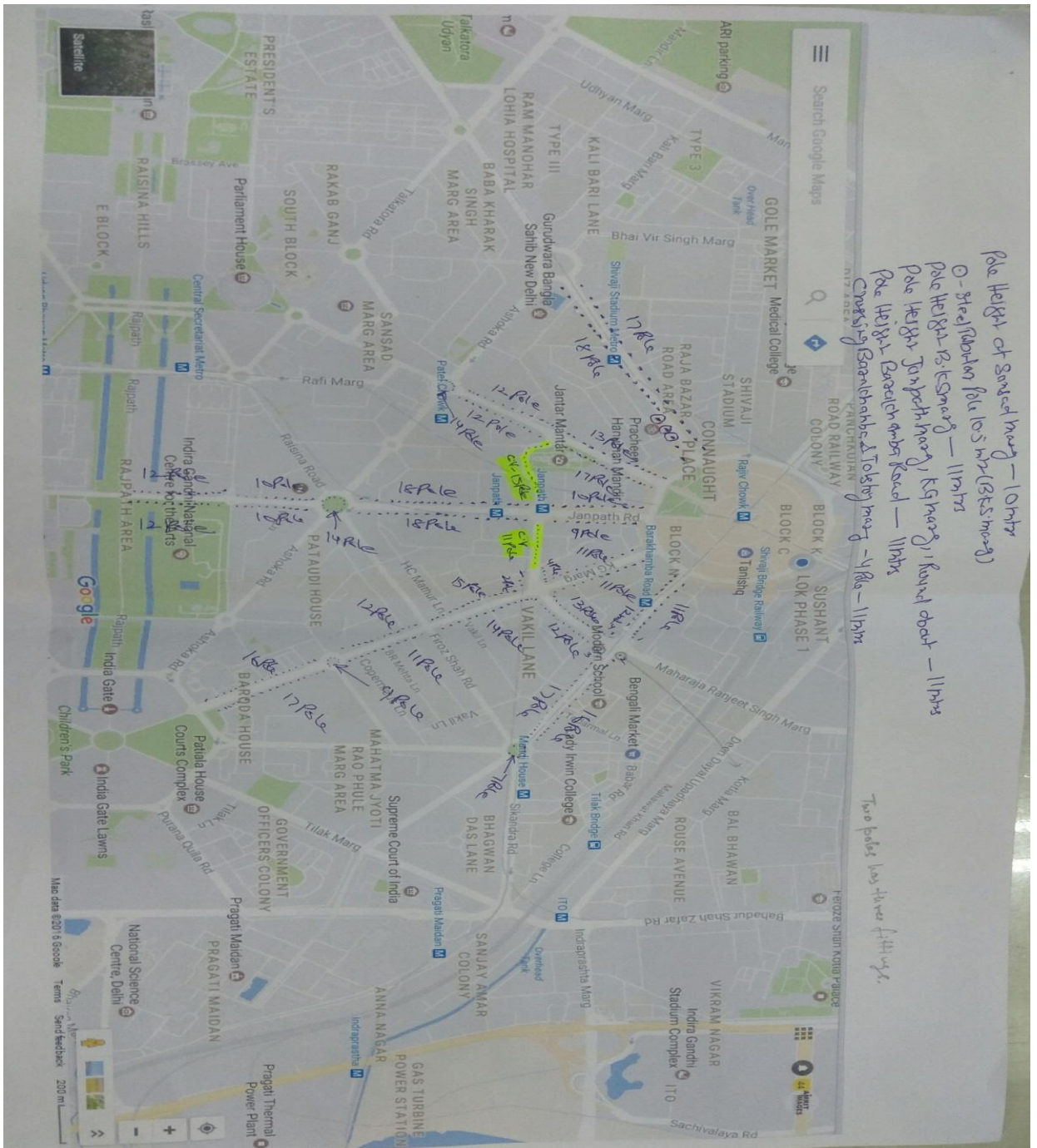
(3) Locations may vary on each area/street by  $\pm 10\%$ .

Figure 1: Existing electric poles locations (indicative)



RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017

Figure 2: Existing Electric Poles location (Indicative)



**Format for Financial Bid**

**CONCESSION FEE**

**Sub:- Request for Proposal for “Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors”.**

<b>S. No.</b>	<b>Monthly Concession Fee</b>	<b>Number of Smart Street Light Poles</b>	<b>Monthly Concession Fee per Pole</b>	<b>Total Concession Fee per Month for 55 poles</b>
<b>1.</b>	Monthly concession fee to be paid to NDMC by the Concessionaire for each Smart Pole	55 Nos.		<b>4</b>

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We will pay to NDMC every month the Concession Fee as quoted above throughout the concession period excluding six months of implementation period from the date of signing of the agreement, which will be increased @ seven percent (7%) every year on annual compounding basis, subject to minimum concession fee as INR 2500/- (Rupees Two thousand five hundred only) per month per smart street light pole, which will be increased @ seven percent (7%) every year on annual compounding basis.

**Authorized Signatory (With Stamp  
of the concessionaire)/Digital Signature**

**No Barring Certificate**

**Declaration of Non-Blacklisting**  
(To be provided on the Company letter head)

**Declaration for Lead Applicant:**

Dated \_\_\_\_\_

To,  
The Executive Engineer (W/S)  
Room No.1503, 15<sup>th</sup> Floor,  
New Delhi Municipal Council  
Palika Kendra New Delhi – 110001  
Tel No:- 011-23348418  
Email: to be added

**Subject:** Self Declaration of not been blacklisted in response to the Request for Proposal for “Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors”.

**Ref:** RFP No. \_\_\_\_\_ dated. \_\_\_\_\_

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government or New Delhi Municipal Council in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Applicant)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

**Format of Bank Guarantee  
(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)**

WHEREAS, (Name of the Bidder) wishes to submit his Bid for Request for Proposal for "Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors" hereinafter called " Bid".

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at \_\_\_\_\_(hereinafter called "the Bank") are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as " NDMC" in the sum of Rupees One Lakh only (Rs. 1,00,000/-) which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of, 2017

THE CONDITIONS of this obligation are:

- (a) If the applicant withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP document in NDMC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the applicant, refuses to accept the correction of errors in the Bid; or
- (d) If the applicant, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
  - Pay either the performance security or the installment due of the Concession fee as specified in Clause 3.2.1 of the RFP document to New Delhi Municipal Council (NDMC)
  - Sign the Concession agreement as provided in the RFP Document, we agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC's first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

**RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by NDMC at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the EMD shall remain in force until the date of signing of agreement by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED  
REPRESENTATIVE OF THE BANK \_\_\_\_\_  
NAME AND DESIGNATION \_\_\_\_\_  
SEAL OF THE BANK \_\_\_\_\_  
NAME OF THE WITNESS \_\_\_\_\_  
ADDRESS OF THE WITNESS \_\_\_\_\_

**Power of Attorney for Lead Member of Consortium**

Whereas the NDMC has invited applications from interested parties for the Request for Proposal for "Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors".

Whereas, ....., ....., ..... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at .....,

M/s. .... having our registered office at .....,

M/s. ....having our registered office at ....., and

M/s. .... having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. .... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney

of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the NDMC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the NDMC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our



**RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- 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.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**PRE-CONTRACT INTEGRITY PACT**

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20....., between on one hand the New Delhi Municipal Council acting through Shri \_\_\_\_\_, The Executive Engineer (hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ (hereinafter called the “Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

Whereas the Principal/Owner proposes to invite Request for Proposal for “Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors” through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during bidding, execution & public procurement,

And

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

### Commitments of the Principal/Owner

- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).
- 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

(iv)

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

### Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

- 3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
- 3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/ representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 3.5 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 3.6 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
- 3.7 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.8 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertake to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.
- 3.13 NDMC has adopted integrity pact for all its contract for Rs.50 Lakh and above. It is mandatory for the bidders/contractors to sign the I.P. The bid of bidder/contractor to do not sign the I.P. shall not be considered details of IEMs (Independent External Monitor may be seen from the NDMC's website.

In case of any grievances about the bid the same may be sent to IEM/Vigilance of NDMC with the name address of the sender.

### **4. Previous Transgression**

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the bidding process.
- 4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

### **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
  - (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
  - (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
  - (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
  - (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
  - (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

(whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

### **6. Independent External Monitors**

6.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

6.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) confidentiality.

6.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit

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proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

9. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

10.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Principal/Owner

Bidder(s)/Contractor(s) Name of the Officer,

Chief Executive Officer Designation

**New Delhi Municipal Council**

Witness

Witness



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1. \_\_\_\_\_  
\_\_\_\_\_

1.

2. \_\_\_\_\_  
\_\_\_\_\_

2.

\* Provisions of these clauses would need to be amended / deleted in line with the policy of

The Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

**Joint Bidding Agreement**

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ....., 2016.

**AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

**WHEREAS**

- (A) New Delhi Municipal Council (NDMC), represented by its Chairman and having its principal offices at Palika Kendra, Sansad Marg, New Delhi (hereinafter referred to as the “**NDMC**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Proposal No. .... dated .....(the “**RFP**”) Request for Proposal for “Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors”.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

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- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the Consortium shall become effective;

(b) Party of the Second Part shall be -----

{(c) Party of the Third Part shall be -----

**4. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

**5. Holding in the Consortium**

5.1 The Parties agree that the proportion of holding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

- 5.2 The Parties undertake that they shall comply with all holding lock-in requirements set forth in the Concession Agreement.

Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants.

The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. All the members shall comply with the following additional requirements:

- (i) number of members in a consortium shall not exceed 3 (three);
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall hold at more than 50% (fifty percent) of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure-9, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and liabilities to be held by each

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

- (viii) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement.
- (ix) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Annexure-7** (the “Joint Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
  - (a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
  - (b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
  - (c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
  - (d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium’s default
  - (e) that the proposed roles and responsibilities, if any, of each member;
  - (f) the minimum holding commitment to be held by each member;
  - (g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the Consortium.

## **RFP for 55 Smart Street Light Poles in NDMC area dated 10.03.2017**

- (h) that members of the Consortium shall not dilute their holding in the Consortium throughout the concession period.
- (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement;

### **6. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or

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mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

**7. Termination**

This Agreement shall be effective from the date thereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the EMD/Bid Security by the NDMC to the Bidder, as the case may be.

**8. Miscellaneous**

- 8.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the NDMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by:  
(Signature)  
(Name)  
(Designation)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
SECOND PART by:

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(Address)  
SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



**FINANCIAL BID ESTIMATION**

**Table1: Capital investment (Price Schedule)**

Sl. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
	Total Amount				

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**Table 2: Operation and Maintenance Price Schedule for 09 years**

S.No.	Brief Item Description	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
1										
2										
3										
4										
5										
	<b>TOTAL O&amp;M COST</b>  (Schedule 2)									

**Table 3: Total Project Cost including operation and maintenance throughout concession period.**

Sl. No.	Schedule	Total (Rs. Lakh)
1.	Total Project Cost (Capital Investment) (Schedule 1)	
2.	Total O&M cost (Schedule 2) for nine years	
	<b>Total cost</b>	

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name),..... son/daughter/wife of .....and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Request for Proposal for "Selection of a Concessionaire for supply, installation and maintenance of Smart Street light Poles (55 Nos.) having provisions of Wi-Fi, Smart Warm LED Street Light, CCTV camera, and environmental sensors". project proposed or being developed by the NDMC (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the NDMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Selection of Concessionaire for this PPP project

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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- 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.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)*

Ref. Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Digital Signature, name and designation of the authorised signatory)  
For and on behalf of.....

\* Please strike out whichever is not applicable.