

TENDER ID

2018-NDMC-150997-2



PROJECT DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA
NEW DELHI - 110001

TENDER NOTICE

New Delhi Municipal Council invites tenders from the bidders through e-tendering for the following work as detailed below:

Estimated Cost = Rs.34.56 crore

Date of release of tender through e- procurement : 16.05.2018
Last date & time for downloading of tender documents : ~~24.05.2018~~ 27.05.2018 upto 1500 hrs
Last date and time submission of e-tenders : 07.06.2018 upto 1500 hrs
Date and time for opening of e-tenders : 07.06.2018 at 1530 hrs

Details of work

S. No.	Name of work
1.	Setting up of 81 Communication Cellular Mobile Towers on Wheels (COWs) in NDMC area

The bidder may download the "Tender Document" and other terms and conditions as available on the web site of <http://govtprocurement.delhi.gov.in> or www.ndmc.gov.in

No. D/ 201 /Dir(Proj.)/2018-19

Director (Project),
Room No.6000
New Delhi Municipal Council,
Palika Kendra,
Parliament Street, New Delhi-110001.

DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of New Delhi Municipal Council (hereafter referred to as "NDMC") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided in writing.

This Tender document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their Bids. This Tender document does not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the NDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender document. The assumptions, assessments, statements and information contained in the Tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and where necessary obtain independent advice from appropriate sources. The NDMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the Tender document.

Information provided in this Tender document to the Bidder(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.

The NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way for participation.

The NDMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender 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 Tender document before the last date of bid submission.

The issue of this Tender document does not imply that the NDMC is bound to select an Bidder or to appoint the selected Bidder, as the case may be, for the Project and the NDMC reserves the

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The NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way for participation.

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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 Tender document before the last date of bid submission.

The issue of this Tender document does not imply that the NDMC is bound to select an Bidder or to appoint the selected Bidder, as the case may be, for the Project and the NDMC reserves the

right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder 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 Bidder 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 Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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APPENDIX A TO THE NOTICE OF TENDER

1. The New Delhi Municipal Council invites items rates tenders through e-tendering from bidders.

NIT No.	D/ _____/Dir(Proj.)/2018-19
Name of work	Setting up of 81 Communication Cellular Mobile Towers on Wheels (CoW) in NDMC Area
Period/ term of contract	Two years
Estimate Cost	Rs.34.56 crore for two years for 81 sites excluding GST (i.e. Rs.11.52 crore for 27 sites for two years in each of three groups, excluding GST)
Minimum Reserve Price	Rs. 48,00,000/-(Rupees Forty Eight Lakhs) per group per Month (excluding GST)
Cost of tender (Tender Fee)	Rs.10,000/-
Earnest money	<u>Rs.11,52,000/- for each group</u> (i.e. if bid is submitted for one group, EMD should be Rs.11,52,000/-; if bid is submitted for two groups, EMD should be Rs.23,04,000/-; and if bid is submitted for three groups, EMD should be Rs.34,56,000/-)
Amount of Bank solvency certificate - Date of issuance of solvency certificate shall not be older than 180 days from the date of submission of bid	<u>Rs.4,60,80,000/- for each group</u> (i.e. if bid is submitted for one group, amount of bank solvency certificate should not be less than Rs.4,60,80,000/-; if bid is submitted for two groups, amount of bank solvency certificate should not be less than Rs.9,21,60,000/-; if bid is submitted for three groups, amount of bank solvency certificate should not be less than Rs.13,82,40,000/-)
Bid Validity Period	180 days from date of opening of Technical Bid
Date of release of tender through e-procurement	16.05.2018
Last date & time for submission of pre-bid queries	24.05.2018 upto 17:30 hrs <u>secretary@ndmc.gov.in</u> and <u>director.project@ndmc.gov.in</u>
Pre Bid Meeting (Time, Date and Venue)	24.05.2018 at 1500 hrs Council Room, 3rd Floor, Palika Kendra., Sansad Marg, New Delhi - 110001.

Last date & time for downloading of tender documents	07.06.2018 upto 1500 hrs
Last date and time for submission of online Bid [including (i) scanned copy of EMD, (ii) scanned copy of cost of tender documents, and (iii) other documents online]	07.06.2018 upto 1500 hrs
Last date and time for submission of original (i) Earnest Money Deposit (EMD) and (ii) cost of tender document, in the office of Director (Project), Room no. 6000, Palika Kendra, New Delhi - 110001 in the form of Demand Draft in favour of Secretary, NDMC.	07.06.2018 upto 1500 hrs.
Date and time for opening of e-tender	07.06.2018 at 1530 hrs.
For any clarifications, contact:	Director (Projects), Room No. 6000, Palika Kendra New Delhi-110001.

2. The words 'Tender document' shall include this tender document and any corrigendum / addenda issued thereon.
3. A bidder shall be deemed to have full knowledge of Tender Document including the Disclaimer mentioned in this Tender Document, and the Bidder has accepted the Tender Document including the Disclaimer mentioned in this Tender Document.
4. **Revocation/downward revision of highest offer by a bidder after opening of tenders**
In the event of bidder submitting highest offer revokes his offer or revises his rates downward (which will be treated as revocation of offer), after opening of tenders, the earnest money deposited by the such bidder will be forfeited. In addition, such bidder and his related firm shall not be allowed to participate in the second call or subsequent calls of the Tender. On revocation or downward revision of offer by the such bidder, next highest offer will not be accepted/considered.
5. For submission of e-tender, bidders are requested to get themselves registered with www.govtprocurement.delhi.gov.in
6. For complete details, refer website www.govtprocurement.delhi.gov.in or www.ndmc.gov.in
7. The tender shall be accompanied by certified true copy of Power of Attorney in favour of the signatory to the tender documents. In case the signatory is himself is the sole



proprietor, an affidavit on stamp paper of appropriate value to this effect stating that he has authority to bind the firm in all matters pertaining to the tender including the Arbitration clause, shall be attached. The person signing the tender on behalf of another partner(s) or on behalf of a firm or company shall attach with the tender a proper Power of Attorney duly executed in his favour by such other person or by all the partner(s) or in accordance with constitution of the Company, stating that he has authority to bind such other person(s) or the firm or the company as the case may be, in all matters pertaining to the tender including the Arbitration clause.

8. The department may issue corrigendum / addenda to the tender documents before due date of submission of tender. The bidders are required to read the tender documents in conjunction with corrigendum / addenda, if any, issued by the department. The bidder is not supposed to incorporate any corrigendum / addenda in the body of tender documents either in ink or pencil. In case corrigendum / addenda issued are incorporated by the bidder on the body of tender, they shall not be considered and the corrigendum / addenda issued by the department shall only hold good. The corrigendum / addenda issued to these documents if any would be uploaded on web site of <http://govtprocurement.delhi.gov.in> and will also be uploaded on NDMC web site www.ndmc.gov.in. The bidders shall visit these sites from time to time to see these corrigendum / addenda.

9. **Manual bid submission, including manual Financial bids submission, will not be accepted.**



Special Instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal

1. The Financial Bid format must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bid Values only.
2. If there are any clarifications, this may be obtained as pre-bid queries through sending email on secretary@ndmc.gov.in and director.project@ndmc.gov.in or through the contact details given in the tender document. Bidder should take into account of the corrigendum / addenda published on www.govtprocurement.delhi.gov.in and also on www.ndmc.gov.in before submitting the bids online on www.govtprocurement.delhi.gov.in
3. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
4. Earnest Money Deposit (EMD) and cost of Tender Document both in the form of Bank Demand Draft from the Scheduled Bank drawn in favour of Secretary, NDMC to be payable at New Delhi / Delhi be submitted physically to the Department, and the scanned copies furnished at the time of bid submission online should be the same, otherwise the bid will be summarily rejected.
5. New Delhi Municipal Council (NDMC) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
6. The bidder shall submit the bid documents online mode only, through e-procurement portal i.e. www.govtprocurement.delhi.gov.in
7. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened due to virus during bid opening, the bid is liable to be rejected.
8. The bidders are requested to submit the bids through online e-Procurement system i.e. www.govtprocurement.delhi.gov.in well before the last date and time for submission of bid (as per Server System Clock).
9. **Financial Bid:** The bidder needs to submit their financial bid in the specified format in the **Annexure – VII** online at the e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>. The financial bid quoted shall be excluded of GST and applicable taxes. The GST and applicable taxes will be the responsibility of the Successful Bidder.



ELIGIBILITY CRITERIA

All the conditions given below should be fulfilled by the bidder. In case, the bidder does not fulfill any of these conditions, the offer of such bidder shall be considered technically invalid and shall not be considered for opening of financial bids.

- 1 Bidder should be a legal entity duly registered under the Companies Act 1956/ 2013 in existence for atleast three years prior to the date of issuance of this Tender Document.

Note: Joint Venture/ Consortium is not allowed to participate in this Tender process.

- 2 **Turn Over:** Average Annual financial turnover during the last 3 years (i.e. 2014-15, 2015-16 and 2016-17) shall be at least:

- (i) **Rs.5.76 crore per annum** for participating in one group (27 sites).
- (ii) **Rs.11.52 crore per annum** for participating in two groups (each having 27 sites).
- (iii) **Rs.17.28 crore per annum** for participating in three groups (each having 27 sites).

For the purpose, Audited Balance Sheets of last three years (i.e. 2014-15, 2015-16 and 2016-17) shall be attached, otherwise evaluation will not be carried out by the NDMC and bid is liable to be rejected.

- 3 **Solvency:** Bidder shall have **Solvency certificate** issued by any Scheduled Bank for the amount Rs.4,60,80,000/- for each group of 27 sites (i.e. if bid is submitted for one group, amount of bank solvency certificate should not be less than Rs.4,60,80,000/-; if bid is submitted for two groups, amount of bank solvency certificate should not be less than Rs.9,21,60,000/-; if bid is submitted for three groups, amount of bank solvency certificate should not be less than Rs.13,82,40,000/-).

- 4 **Registration Certificate:** Bidder must possess IP Registration certificate or Telecom Infrastructure provider (IP category-I) or Telecom Service Provider having valid UL(AS) / UASL or Category "A" ISP licensee from Department of Telecommunication, Government of India (DoT) on the last date of submission of bids under this Tender, subject to the condition that such Registration Certificate should remain valid, without interruption, during currency of the contract agreement.

- 5 **Experience:** Bidder shall have experience of having completed installation of:

- (a) Communication Towers, or
- (b) Monopole Towers,

of minimum height of 18 meters of any cellular technology like GSM/CDMA/LTE etc. within India in last seven (7) years ending before the last date of submission of bid as per this tender, which were operational for atleast one year, as under:

- (i) 22 number of such Towers for participating in one group;
- (ii) 44 number of such Towers for participating in two groups;
- (iii) 65 number of such Towers for participating in three groups.

Note: There are 81 sites divided into three groups of 27 sites in each group. To qualify eligibility criteria the bidder must offer bid for at-least one group (consisting of 27 sites) otherwise bid will be summarily rejected.

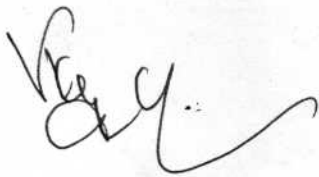
- 6 Bidder is required to enclose the following, in the absence of which, their tender may be rejected: -

(a) Income Tax PAN No. (copy may be attached) :

(b) GST No. (copy may be attached) :

- 7 **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 a Bid. Undertaking to be submitted by the authorized signatory as per the form mentioned in **Annexure - X**.

- 8 **Integrity Pact:** The Bidder has to submit duly signed Integrity Pact as per **Annexure - XI** alongwith its proposal.

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DOCUMENTS TO BE UPLOADED FOR EVALUATING RESPONSIVENESS OF THE BID (FOLLOWING DOCUMENTS NEEDS TO BE UPLOADED FOR TECHNICAL EVALUATION OF RESPONSIVENESS OF BID)

- 1 Scanned copy of **Earnest Money Deposit** in the form of Demand Draft from any Scheduled Bank in favour of Secretary, NDMC to be payable at New Delhi / Delhi for the amount of **Rs.11,52,000/-** for each group of 27 sites (i.e. if bid is submitted for one group, EMD should be Rs.11,52,000/-; if bid is submitted for two groups, EMD should be Rs.23,04,000/-; and if bid is submitted for three groups, EMD should be Rs.34,56,000/-).
- 2 Scanned copy of **Cost of Tender Document** in the form of Demand Draft from any Scheduled Bank in favour of Secretary, NDMC to be payable at New Delhi / Delhi for the amount of Rs.10,000/-.
- 3 Scanned copy of Certificates of incorporation of the Company.
- 4 Scanned copy of Registration Certificates of the Company.
- 5 Scanned copy of **Solvency certificate** issued by any Scheduled Bank for the amount Rs.4,60,80,000/- for each group of 27 sites (i.e. if bid is submitted for one group, amount of bank solvency certificate should not be less than Rs.4,60,80,000/-; if bid is submitted for two groups, amount of bank solvency certificate should not be less than Rs.9,21,60,000/-; if bid is submitted for three groups, amount of bank solvency certificate should not be less than Rs.13,82,40,000/-).
- 6 Scanned copy of **Bid Application Form** as mentioned in **Annexure-I**.
- 7 Scanned copy of format for Power of Attorney for signing of application as mentioned as **Annexure -II**.
- 8 Scanned copy of Certificates for Experience as mentioned in **Annexure - III**.
- 9 Scanned copies of Audited Balance Sheets for turnover of the firm for last three financial year i.e. 2014-15, 2015-16 & 2016-17.
- 10 Scanned copy of summary of annual average turnover of the agency for last three years (i.e. 2014-15, 2015-16 & 2016-17) duly audited by the Chartered Accountant in **Annexure - IV**.
- 11 Scanned copy of IP Registration certificate or Telecom Infrastructure provider (IP category-I) or Telecom Service Provider having valid UL(AS) / UASL or Category "A" ISP licensee from Department of Telecommunication, Government of India (DoT).
- 12 Scanned copy of an undertaking to the effect that the with the Registration Certificate will remain valid, without interruption, during currency of the contract agreement.



- 13 Scanned copy of declaration by the bidder that maximum height of any structural element installed with Communication Cellular Mobile Towers on Wheels (COWs) to be installed under this Tender will be limited to 30 meters above the ground-level at the given location.
- 14 Scanned copy of undertaking on stamp paper of value Rs.100/- regarding adherence to the security requirements/aspects by the infrastructure provider as provided in **Annexure – V**.
- 15 Scanned copy of undertaking on stamp paper of value Rs.100/- regarding adherence to technical aspects by the infrastructure provider as provided in **Annexure – VI**.
- 16 Scanned copy of GST registration certificate of the bidder.
- 17 Scanned copy of PAN No. of the bidder.
- 18 Scanned copy of tender documents duly signed on each page in token of acceptance of the Tender document.
- 19 **Financial Bid** to be submitted online by the bidder as mentioned in **Annexure-VII**.
- 20 **Contract Agreement** to be executed by the bidder within 30 days from the date of issue of the Letter of Acceptance by the NDMC as per **Annexure -VIII**.
- 21 Scanned copy of No Barring Certificate to be submitted by the authorized signatory as per the form mentioned in **Annexure - X**.
- 22 Scanned copy of the duly signed Integrity Pact as per **Annexure - XI**.

Note:

- (2) The papers/ documents uploaded should clearly mention Annexure Number on the top of it.
- (3) All documents to be uploaded for evaluating responsiveness of the bid as per their serial number mentioned above to avoid any confusion.
- (4) The bids will be considered responsive who have uploaded the above mentioned documents, as applicable, completed in all respect. To facilitate evaluation of Bids, the NDMC may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.
- (5) The documents mentioned above which are not relevant/ not applicable to the bidder be also uploaded marking in the centre of the page as “..... *Not Applicable*”.
- (6) The Earnest Money Deposit (Demand Draft in Original) and cost of Tender Document (Demand Draft in Original) needs to be deposited in the tender box placed in the room of Director (Projects), Room No. 6000, Palika Kendra, New Delhi - 110001 upto the date and time fixed for such deposition. Scanned copy of Earnest Money Deposit and cost of Tender Document shall be uploaded before the last date and time for submission of bid.



**SUBJECT: TENDER FOR ALLOTMENT OF SPACE FOR INSTALLATION OF
COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS
(COWS)**

1. SCOPE OF WORK

- 1 In order to ensure requisite provisioning of cellular mobile services to improve telecom coverage at acceptable standards in NDMC area, Project Department, NDMC invites the tender for allotment of space for installation of Communication Cellular Mobile Towers on Wheels (COWs). The NDMC will provide bare spaces on contract basis for placement and operation of required telecommunication equipments, for improved mobile services, on co-sharing basis with other Telecom Service Providers, in accordance with the provisions of this Tender Document, at various sites in NDMC Area as per latest policy & licensing guidelines of Department of Telecommunications, TRAI including TERM Cell, and other relevant bodies.
- 2 The sites/ spaces shall exclusively belong to the NDMC, without creating any right/ title or interest of whatsoever nature in the said sites in favour of the successful bidder. The successful bidder after allotment, will at his own expense and cost develop the area/structure as per this Tender Document, Contract Agreement and other applicable guidelines/license conditions/Orders including judicial orders/Regulations/directions of Directorate of Telecommunications, TRAI (including TERM Cell), and other relevant bodies, etc. as applicable, with due approval from NDMC.
- 3 **The tenure of contract for which the Communication Cellular Mobile Towers on Wheels (COWs) will be permitted for two years from the date of signing of the Agreement with NDMC as per this Tender Document. Such Agreement would remain applicable subject to fulfilment of the terms and conditions, and such agreement should expire with efflux of time. The concession fee will be charged from (i) the date of signing of the contract agreement, or (ii) 45 days from the date of issuance of the Letter of Agreement (LOA), whichever is earlier.**

Provided that in case any permanent communication cellular tower is allowed within 100 m. radius of any site, then in such case, the site under this Tender Document shall be vacated by the concessionaire and handed over to the NDMC. In such scenarios, the concession fee will be reduced proportionately on the basis of number of sites vacated and handed over vis-à-vis total number of sites in the Group.

2. INSTRUCTIONS TO THE BIDDERS

- 1 This Tender Document does not purport to contain all the information that each Bidder may require. Bidders are requested to conduct their own investigations and

analysis and to check the Accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. The NDMC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of NDMC.

- 2 Participating in the tender shall mean the Bidder has categorically accepted the provisions of the Tender Document, including its Disclaimer.
- 3 Bidders are required to read carefully the contents of this document and to provide the required information. Each page of the Tender Document, including Corrigendum / Addenda (if any), and other submissions may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this tender, before submission. Any unsigned and unstamped document may not be considered for evaluation.
- 4 Bidders may clearly note the last date and time of submission of Bids. No late or delayed Bids will be accepted.
- 5 Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, NDMC may annul the Letter of Agreement (LoA) or Contract Agreement, as the case may be. Further, the Bidder may be blacklisted for participation in any future tender of NDMC. In such a case, NDMC shall forfeit the Earnest Money Deposit (EMD) or Performance Security, as applicable, held with NDMC.

3. GENERAL INSTRUCTIONS TO BIDDER

- 1 The Bidder shall provide all the information requested in the Tender Document. The NDMC reserves the right to reject an offer that does not contain all the required information requested therein.
- 2 The NDMC shall not entertain any submission made by the Bidder after last date and time for submission of bids. However, NDMC in its sole capacity reserves the right to call for any information/ clarifications from the Bidder in writing. Bidder shall furnish such requisite information within such time as may be permitted by NDMC.
- 3 Financial Bids of only Technically Qualified Bidders, who fulfill the eligibility criteria, will be opened for further evaluation.
- 4 The NDMC reserves the right to reject any or all of the Bids, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Bidder or any obligation upon the NDMC.

- 5 Nothing in this Tender Document or in any communication issued by the NDMC shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 6 The tender prepared by the Bidder and all correspondence/documents relating to the tender exchanged between the Bidder and the NDMC shall be in English language.
- 7 At any time prior to the bid submission, the NDMC may, for any reason, whether at its own initiative may modify the Tender Document through issuance of an Corrigendum / Addenda. This shall be uploaded on e-procurement portal <http://govtprourement.delhi.gov.in> and also on www.ndmc.gov.in
- 8 In order to give the Bidders reasonable time, in which to take a Corrigendum / Addenda into account, or for any other reason, the NDMC may, at its discretion, extend the last date & time for submission of Bid.
- 9 While NDMC shall adhere to the dates mentioned in this Tender Document, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.
- 10 The bids shall be submitted in two bid system i.e. Technical Bid and Financial Bid.
- 11 The Bidder shall bear all costs associated with the preparation of the tender and the NDMC shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.
- 12 The NDMC reserves the right to out rightly reject conditional tenders without assigning any reason whatsoever.
- 13 Tenders may not be modified or withdrawn by the Bidder after the last dated and time of bid submission. Withdrawal of Bid during the interval between last dated and time of bid submission and expiration of the Bid Validity Period would result in forfeiture of the EMD.
- 14 The NDMC reserves the right to remove or add any site listed in the locations and tentative site location section of this Tender document, from the bidding process before the bid closing date through issuance of an Corrigendum / Addenda. The Bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site from the bidding process.
- 15 **TENDER VALIDITY:** - The Tender shall be kept valid for **180 days** from the date of opening of Technical Bid. In exceptional circumstances, prior to expiry of the validity period, the NDMC may request the bidders for a specified extension in

the period of validity of the Tender. The request and the response thereto shall be made in writing or by telefax. The bidder may refuse the request without forfeiting his EMD. The bidder agreeing to the request, shall not be required or permitted to modify his tender but will be required to extend the validity of his EMD accordingly.

- 16 **Confidentiality of Tender Information:-** The Tender Invitation Documents, as listed above, and any addenda thereto, together with any further communications are issued for the purpose of inviting tender only. The bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing his Tender. The bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the NDMC may reject the Tender.

- 17 **Clarification of Tender:** - To assist in the examination, evaluation of tender, the NDMC may, at his discretion, ask the bidder for clarification of his tender. The request for clarification and the response shall be in writing or by facsimile. No change in the price or substance of the tender shall be sought, offered or permitted.

18. PRE-BID MEETING

- 18.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.
- 18.2 A pre-bid meeting will be held as mentioned in Appendix A to the Notice of Tender. Bidders will be required to send their queries in writing or mail at secretary@ndmc.gov.in and director.project@ndmc.gov.in
- 18.3 Replies to the pre-bid meeting will be uploaded on www.govtprocurement.delhi.gov.in and also on the NDMC website www.ndmc.gov.in through corrigendum / addenda. All bidders shall be deemed to have been noted and understood the corrigendum/ addenda, if any, issued and no mistake/ misunderstanding on this accord will be entertained at a later date. Any modifications of the bidding document as per the corrigendum / addenda shall be part of the Tender Document.
- 18.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all corrigendum / addenda issued by NDMC will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.
- 19 **Single Currency for Evaluation of Tender:-** Tender will be evaluated in Indian Rupees only. Hence, bidders are advised to fill values in Indian Currencies only in Financial Bid.
- 20 **Evaluation of Tender**

- 20.1 **Technical Evaluation:** The NDMC will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those Bids, which are technically compliant and responsive, will be evaluated. After technical evaluation, qualified technical bidders will be declared.
- 20.2 Bidders may note that Financial Bid of only technically qualified applicants would be opened on the date and time which would be intimated in due course of time.
- 20.3 **Financial Evaluation:** Financial bids of the technical qualified bidders shall be opened on the notified date.
- 20.4 The bidder should submit his financial package without any conditions, qualifications, deviations, etc. to the tender documents. Any tender containing deviations, conditions, qualifications, etc. will be rejected.
- 20.5 The evaluation of Financial Bid quoted values shall be done group-wise. The bid price thus obtained shall be compared amongst various bidders to determine the Highest bidder (H1) group-wise.
- 20.6 The technically qualified bidder with highest Bid Price in Financial Bid for each separate group shall be declared as Successful Bidder and will be issued Letter of Acceptance group-wise under the Tender document.
- 20.7 The Contract Agreement will be signed group-wise with highest bidder (H1) in each group subject to the fulfillment of the Terms and Conditions of this Tender document.
- 20.8 The Successful Bidder will be declared as Concessionaire with the signing of the Contract Agreement.

21. TECHNICAL REQUIREMENTS

- 21.1 The space requirement for setting up cell on wheels should not exceed the limit of 50 sq. mtr, including the space required for guy wires/ anchor wires. The complete area including the area upto extent of guy wires/ anchor wires shall be considered for setting up of CoWs & it should not increase more than 50 sq mtr. NDMC reserves the right to extend the space considering technical requirements of the site, subject to the condition that such additional space at site would be made available to the concessionaire at additional monthly concession fee proportionate (on area basis) to twice of the quoted monthly concession fee for the period co-terminus with the contract period under this Tender Document.
- 21.2 The maximum height of the any structural element installed with Cell on Wheels is limited to 30 meters above the ground-level at that location.

21.3 The bids of only those agencies will be considered who quotes/ competes for installation of CoW at one group (of 27 sites) out of three groups mentioned in the Tender document. Otherwise bids of the agency would be summarily rejected.

21.4 The bids of the agency must be technical & security complaint.

22. **ACCEPTANCE OF THE OFFER**

22.1 The NDMC shall issue Letter of Acceptance (LOA) to the Successful Bidder(s).

22.2 The Successful Bidder shall be required to send his unconditional acceptance of LOA within fifteen (15) days from the date of issue of LOA. The NDMC shall retain the right to withdraw the LOA in the event of the Successful Bidder's failure to accept the LOA within the limit specified in the above clause without any notice/communication in this regard. In that event, the NDMC shall forfeit the EMD of the Successful Bidder.

23. **EXECUTION OF CONTRACT AGREEMENT:** - The successful bidder will be required to execute the Contract Agreement within 30 days from the date of issue of the Letter of Acceptance by the NDMC. Prior to signing of the Contract Agreement, the successful bidder shall: -

23.1 Submit, to the NDMC, the requisite Performance Security equal to 3 months of the quoted monthly concession fee (for each group as applicable) within 15 days of the submission of acceptance of LOA in the form of Demand Draft executed in favour of the Secretary, NDMC. Performance Security should remain valid for a period upto 90 days beyond the contract period. The EMD of the successful bidder will be refunded after submission of the Performance Security by the successful bidder.

23.2 Submit to the NDMC, the requisite advance amount equivalent to three month of the quoted concession fee per month by the concessionaire for each group separately and other dues, if any, on or before 7th day of the month through online payments.

23.3 The successful bidder, in case being a company, shall submit certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of the Contract Agreement to the NDMC before the signing of Contract Agreement.

23.4 Successful bidder shall ensure that it does not in any way impinge on the safety and security of the NDMC Area.

23.5. The successful bidder shall also submit indicative site-wise particulars of the cellular mobile service providers who have consented to co-share the communication cellular mobile towers on wheels at the given location(s)

- 23.6 Failure to meet above conditions will result in a breach and the NDMC shall be entitled to annul/cancel the award without being liable in any manner whatsoever to the successful bidder and to adjust/ forfeit the Earnest Money Deposit (EMD) as Damages.
- 23.7 The cost of Stamp Duty for execution of Contract Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by the Successful Bidder.
- 23.8 In case of failure on the part of the Successful Bidder to sign the Contract Agreement within the stipulated time, the NDMC shall retain the right to cancel the Award and forfeit the EMD, Performance Security and any other amount deposited till that time without being liable in any manner whatsoever to the successful Bidder.
24. **UNSUCCESSFUL APPLICANTS – RETURN OF EARNEST MONEY DEPOSIT:** - EMD amounts of unsuccessful bidder will be refunded within 45 days from date of issuance of Letter of Acceptance to successful bidder. The EMD of unsuccessful bidder shall be returned without payment of any interest.
- 25 The tender is non-transferable.
26. **Revocation of offer by Successful Bidder after opening of tenders**
- In the event of Successful Bidder revoking his offer or revising his rates downward (which will be treated as revocation of offer), after opening of financial bids, the earnest money deposited by such Successful Bidder will be forfeited. In addition, such bidder and his related firm shall not be allowed to participate in the second call or subsequent calls of the Tender. On revocation or downward revision of offer by the successful bidder, next highest offer will not be accepted/considered.
27. **CORRUPT & FRAUDULENT PRACTICES:** - The NDMC requires that the Bidders and / or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the NDMC: -
- 27.1 defines, for the purpose of these provisions, the terms set forth below as follows:
- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to NDMC or its employees, influence in the contract execution; and
 - “fraudulent practice” means a concealment or misrepresentation of facts in order to influence execution of the contract to the detriment of the NDMC, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive the NDMC of the benefits of free and open competition.

- 27.2 will rescind the contract if case of breach of any of the contract condition during currency of the contract period.
- 27.3 will reject the tender or rescind the contract if the NDMC determines that the Successful Bidder or Concessionaire, as the case may be, has engaged in corrupt or fraudulent practices.
- 27.4 will declare a Successful Bidder or Concessionaire, as the case may be, ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if NDMC at any time determines that the Successful Bidder or Concessionaire, as the case may be, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

28 TERMS & CONDITIONS FOR TENDER

- 28.1 The subject sites under this Tender are non-commercial spaces and shall only be used for installation of Communication Cellular Mobile Towers on Wheels (COWs) for enhancement of mobile signals and the NDMC reserves the right to ensure that there is no violation of the same.
- 28.2 The Concessionaire shall take up the site on "AS IS WHERE IS BASIS".
- 28.3 All the sites as mentioned in the tender document are tentative and are subject to change by NDMC for which the concessionaire will not seek any adjustment in its quoted Financial Bid.
- 28.4 Infrastructure facilities such as electric connection shall be arranged by the concessionaire on-cost basis from the NDMC. Permission for getting access to metered electrical connection as per demand of the concessionaire at each site will be granted by NDMC on feasibility-basis on the basis of a duly filled application made by the concessionaire after execution of contract agreement and payment of electric charges. The cost of electric connection including cabling, panels, electric meter, electric charges and other ancillary charges shall be borne by the concessionaire as per prevailing rates. The cost of electricity charges shall be borne by the concessionaire as per prevailing rates. The concessionaire agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration, on account of non availability/non-feasibility of these facilities.



GENERAL TERMS AND CONDITIONS OF AGREEMENT: -

1.0 Transfer: - The concessionaire, during the tenure of this contract shall not transfer, assign or part with the sites or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the towers, except in accordance with this tender document, without the prior written permission of the NDMC, nor shall they be entitled to allow any person to occupy the sites or to use any part thereof save with the prior permission in writing of the NDMC.

2.0 Payment of concession fee and other dues, and provisions in case of non-payment of concession fee and other dues.

2.1 Submit to the NDMC, the requisite advance amount equivalent to the quoted concession fee per month by the concessionaire for each group separately and other dues, if any, on or before 7th day of the month through online payments. The advance concession fee paid by the concessionaire will be adjusted towards the concession fee for first three months.

Non-payment of monthly concession fee and other dues within the prescribed date will constitute breach of the terms of this agreement and shall render the contract liable to be revoked being Breach of Contract agreement. Besides, the concessionaire shall pay an interest of 15% per annum on the amounts of concession fees and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the concession fees and other dues are finally squared up. Such interest shall be charged for the full month if the payment of concession fees and other dues are not made by the due date with arrears, if any.

2.2 The concessionaire agrees voluntarily and unequivocally to make all payments as may be due on the due date, without waiting for any formal invoice from the NDMC. **The concessionaire also voluntarily agrees to collect the invoices from the office, if required, of the authorized representative of the NDMC, before the due date. Non-receipt of invoice will not be consideration for delayed or non-payment of dues and may be treated as a breach of agreement.**

2.3 In case payment is not made by due date, a 15 day's notice to clear outstanding dues shall be issued. In case of non-compliance with such 15 days' notice, a 30 days termination notice shall be served to the concessionaire for payment of all dues within such 30 days termination notice period, failing compliance of which, Contract Agreement will be terminated and Performance Security shall be forfeited by NDMC.

2.4 Any representation or any request by the concessionaire shall only be entertained if the concessionaire deposits 100% dues as per issue / demand within prescribed time-limits of the 15days' notice / 30days' termination notice. That no opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.



- 2.5 After expiry of the contract period due to efflux of time or termination of the Contract Agreement, whichever is earlier, a 15 days' period will be provided to the Concessionaire to remove its material from the sites and peacefully handover the vacant sites.
- 2.6 The concessionaire shall vacate the sites by taking away all his articles and hand over the vacant sites before such period otherwise the NDMC shall have the right to seize these material. Unauthorized occupancy charges will be levied after expiry of such 15 days Grace Period.
- 2.7 The concessionaire agrees that the contract period is non-extendable and shall expire with efflux of time.
- 2.8 In no case, payments shall be allowed to remain outstanding for a maximum period of 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the contract agreement shall be terminated without any notice to the concessionaire.
- 2.9 **Failure to comply with agreement:** - If the concession fees amount hereby resolved or any part thereof shall at any time be in arrears or remained unpaid after the due date or if the concessionaire at any time fail or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the NDMC may without prejudice to his general right of revocation of contract agreement by giving 30 days notice in writing to the concessionaire terminate the Contract Agreement, re-enter the sites in question or any part thereof and the concessionaire shall upon such determination peacefully give up possession of the sites in question, without any right to compensation whatsoever and thereupon the Contract Agreement shall absolutely determine without prejudice to any right to action or remedy of the NDMC in respect of any antecedent; breach of terms and conditions and covenants on the part of the concessionaire. The NDMC will then forfeit the performance security and advance concession fee paid by the concessionaire.
- 3.0 **Finishes:** - The sites will be handed over by NDMC on "AS IS WHERE IS BASIS". That the concessionaire will make the said site as per requirements. The concessionaire shall install its own fixtures and equipment in the said sites after duly obtaining all necessary approvals from the NDMC, permissions and licenses from the NDMC and such other Statutory Authorities at its own cost and expense.
- 4.0 **Use of Site**
- 4.1 The subject sites can be used for placement and operation of Communication Cellular Mobile Towers on Wheels (COWs) for improvement in the quality of cellular mobile services.
- 4.2 The concessionaire at his own cost shall take the necessary statutory certificates and approvals. The concessionaire is not allowed to use the sites for sub-letting in any manner.
- 4.3 The concessionaire may, if it so elects, install and operate within the site telecommunication equipment, for enhancement of cellular signals; such equipment shall

be maintained in a neat and sanitary condition and shall comply with all applicable laws of the country.

- 4.5 Ensure a high standard of hygiene and cleanliness so as to create a clean and healthy environment to enhance the NDMC image. In case, the concessionaire failed to maintain the hygiene and cleanliness, a fine of Rs.10,000 per day per site will be imposed upon the concessionaire for a maximum period of seven days, after which NDMC reserves the right to terminate the contract w.r.t. such site(s) without any notice/communication.
- 4.6 Any physical (or otherwise) damage or injury to the commuters or passers-byes due to lapses on the part of the concessionaire will be the sole responsibility of the concessionaire only and the NDMC will have no legal obligations or liability towards the injured. The concessionaire will indemnify and keep indemnified the NDMC for any losses on this account.
- 4.7 Ensure that fire detection and suppression measures installed, as applicable, inside the sites are kept in good working condition.
- 4.8 The concessionaire agrees voluntarily and unequivocally to provide un-fettered access to the authorized representative of the NDMC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the NDMC. Non compliance may be treated as breach of contract and contract agreement will be terminated.
- 5.0 Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the NDMC must be complied with. Any cost(s) associated with implementation of such instruction will be borne solely by the concessionaire. The concessionaire voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by the NDMC or its authorized representatives from time to time.
- 6.0 **Preparation of Sites:** - The concessionaire must submit Preliminary Plans and Specifications, as hereinafter defined, and preliminary schedule to the NDMC within 30 days of issue of LOA. The NDMC will have the right to approve the concessionaires preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by the NDMC shall be mandatory.
- 7.0 As used herein, Preliminary plans and specifications shall mean schematic development documents, which shall consist of:
- (i) General design notes
 - (ii) Single line floor plan
 - (iii) Electrical location plan

- (iv) Equipment layout
- (v) Lighting, and miscellaneous electricity load required
- (vi) Electrical wiring plan and telecommunication and data wiring.
- (vii) Plans for precautions and standards for maintaining hygiene and cleanliness.
- (viii) Provisions and measures for fire safety and fire fighting.

8.0 Encroachment: - The concessionaire will strictly not encroach upon any area and shall restrict to allotted site only. In case, the concessionaire encroaches upon the public land, the NDMC reserves the right to revoke the Contract Agreement and forfeit the interest free performance security.

8.1 Security Arrangement: - The concessionaire will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The NDMC in any case will not take any responsibility of theft/ loss.

9.0 Overall control: - That the overall control and supervision of the site shall remain vested with the NDMC who will have the right to inspect the whole or part of the sites under this Tender as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the contract agreement.

10.0 No Signage: - The concessionaire shall not be allowed to install any type of signage (commercial / non-commercial) for any purpose inside/or outside the sites. In case, the concessionaire installs any type of signage (commercial / non-commercial) for any purpose inside/or outside the sites, a fine of Rs.10,000 per day per site will be imposed upon the concessionaire for a maximum period of seven days, after which NDMC reserves the right to terminate the contract w.r.t. such site(s) without any notice/communication.

11.0 Misuse: - The concessionaire shall use the granted sites under the contract agreement only for those services provided therein and shall not use the same for any other purposes. In case, the concessionaire carries on any business or uses the said sites for any other purposes the contract agreement shall deemed to have been misused and the NDMC shall immediately terminate the said contract agreement, and forfeit the interest free performance security. The concessionaire will indemnify and keep indemnified the NDMC for any losses on this account.

12.0 Compliance with the Law: - The sites and the fixtures and the appurtenances thereto conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the sites. The concessionaire at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. **The concessionaire shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department.** The

concessionaire shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of concessionaire.

13.0 Assignment and Subletting: - Any form of assigning the right to the Contract Agreement or subletting the whole or part thereof of the sites, will **strictly not be permitted** at any point during the contract period and violation of the same, will lead to the termination of the contract agreement, with the NDMC reserving the right to forfeit all interest free performance security and payments made.

14.0 Duration of contract period: - The Contract shall be for a period of 2 (two) years from the date of signing of the Contract Agreement with NDMC as per this Tender Document. Such Agreement would remain applicable subject to fulfilment of the terms and conditions, and such agreement should expire with efflux of time. The concession fee will be charged from (i) the date of signing of the contract agreement, or (ii) 45 days from the date of issuance of the Letter of Agreement (LOA), whichever is earlier.

Provided that in case any permanent communication cellular tower is allowed within 100m. radius of any site, then in such case, the site under this Tender Document shall be vacated by the concessionaire and handed over to the NDMC. In such scenarios, the concession fee will be reduced proportionately on the basis of number of sites vacated and handed over vis-à-vis total number of sites in the Group.

15.0 Surrender: - The concessionaire shall have the right to terminate the Contract Agreement during the term by giving three (3) months advance notice in writing of its intentions. In such a case the interest free performance security and advance concession fees paid till date will stand forfeited in favour of the NDMC. On expiry of the said period the agreement shall stand terminated.

NDMC will have the right to terminate this agreement in case of breach of any of the terms and conditions of this contract agreement. The interest free performance security and advance concession fee paid till date will stand forfeited in favour of the NDMC.

16.0 Taxes and Other Statutory Dues: - The concessionaire shall pay all **charges, assessments, taxes etc** and any other charges /fees that may be levied, assessed or charged against the said sites. The concessionaire shall also pay the following charges as applicable:

(i) Legal documentation charges as pertaining to the Contract Agreement.

(ii) Stamp duty on each document under Indian Stamp Act 1899.

(iii) Fees and other charges, as payable to appropriate authorities under law.

(iv) Any taxes and duties to statutory authorities. **GST thereon** as applicable from time to time will also be paid by the concessionaire.

- (v) Appropriate Charges towards insurance of the said sites throughout the contract period including third party insurance.

17.0 Insurance and Waiver of Liability: - The concessionaire will bear the cost, throughout the term of the contract, for a comprehensive general liability insurance covering injury to or death of any person(s) and any damage to the NDMC property occurring in the said site, including death or injury and any damage to the NDMC property caused by the sole negligence of the concessionaire or the concessionaire's failure to perform its obligations under the agreement. Upon the NDMC request, the concessionaire shall submit to the NDMC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the concessionaire agrees and undertakes to indemnify and hold the NDMC harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the NDMC as a result of such default by the concessionaire shall be charged on the concessionaire.

The concessionaire shall effect and maintain professional Indemnity Insurance for the amount in Indian Rupees stipulated in Financial Bid Document of the works to be carried out by concessionaire. This insurance, which shall ensure the concessionaire's liability by reason of professional negligence and errors in the design of works, shall be valid during currency of contract.

18.0 Compliance with other acts: - The concessionaire shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel as per law and it is agreed they shall at no point of time be or construed to be employees of the NDMC and the concessionaire shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

19.0 Employees conduct: - The concessionaire shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.

20.0 Defaults by CONCESSIONAIRE: - The occurrence of any one or more of the following event shall constitute an event of default by the concessionaire:

- (i) The failure by concessionaire to observe or perform any of the covenants, conditions or provisions of the contract agreement, provided however, that if the nature of the concessionaire's default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the concessionaire shall not be deemed to be in default if the concessionaire shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion within 30 days of such default;

- (ii) The filing by or against the concessionaire of a petition to have the concessionaire adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy;
- (iii) The appointment of a trustee or receiver to take possession of substantially all of concessionaire's assets;
- (iv) The attachment, execution or other judicial seizure of all of concessionaire's assets.

21.0 NDMC Remedies: - Upon the occurrence of any event of default under the contract agreement by the concessionaire, then the NDMC in addition to other rights or remedies it may have, shall have the right to terminate/revoke the contract agreement upon thirty (30) days of written notice to the concessionaire and also the right, with or without the termination of contract agreement, of re-entry upon and taking possession of the Sites and the NDMC may remove all persons and property from such sites at the expense and risk of the concessionaire. The concessionaire hereby shall waive all claims for damages which may be caused by the re-entry of the NDMC and taking possession of the sites or removing or storing the property thereupon and shall save the NDMC harmless from any costs or damages occasioned the NDMC thereby, and no such re entry shall be construed to be a forcible entry. The NDMC will continue to reserve the right to enter into a separate contract agreement for the said site(s) without any obligations or rights towards the original concessionaire.

22. Arbitration :- If any dispute arises about the contract or any terms of contract, the Chairman, NDMC shall be the only authority to appoint a sole Arbitrator whose decision would be final and binding to all the parties. The arbitration proceedings shall take place at Delhi and courts at Delhi shall have jurisdiction over the matter. The contract shall be interpreted in accordance with the Indian laws. The expenses arises during the arbitration shall be borne by both the parties i.e. concessionaire /NDMC. All proceedings of Arbitration will be held in Delhi.



BID APPLICATION FORM

(Non Transferable)

TENDER FORM No: No. D/_____/Dir(Proj)/2018-19/_____

NAME OF BIDDER:

_____ADDRESS:

To

The Director (Projects)
New Delhi Municipal Council (NDMC)
Room No. 6000, Palika Kendra
New Delhi - 110001

Dear Sir,

SUBJECT: TENDER FOR ALLOTMENT OF SPACE FOR INSTALLATION OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS FOR ENHANCEMENT OF MOBILE SIGNALS ONLY IN NDMC AREA.

1. I/We have perused the terms and conditions governing the tender for letting out sites on "AS IS WHERE IS" basis for the purpose mentioned in the subject above and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money. I/We have submitted all documents related to our technical qualifications.

2. I/We have perused the details of sites which is as follows:

ALLOTMENT OF SPACE FOR INSTALLATION OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS FOR ENHANCEMENT OF MOBILE SIGNALS ONLY IN NDMC AREA as mentioned in section "*Location plans and tentative sites details*".

3. I/We undertake to give full compliance to Technical Parameters of DoT, TRAI and other statutory authorities.
4. I/we shall submit technical documentation including structure stability and design aspects of Communication Cellular Mobile Towers on Wheels (COWs) including its



fixing arrangements for the NDMC approval within 30 days of the issuance of Letter of Acceptance for allotted locations/sites as mentioned under section "*location plans and tentative site plans*". Incomplete submissions will not be accepted. The NDMC reserves the sole right to reject any of the said submissions without assigning any reasons whatsoever. I/we agree to comply with the directives of the NDMC regarding structure stability and designs as may be specified by the NDMC. I/We are required to ensure that all clearances, approvals etc for all sites/ locations will be arranged/ obtained by us.

5. I/We shall be charged concession fee and other dues etc. for **all allotted locations/sites through Bid Process**

I/We shall pay the monthly concession fee and other dues quoted for **all allotted locations/sites through bid process**. I/ we understand that every group (consisting of 27 sites) will be considered individually for award based on the highest bid offered by the bidders. The cost of construction/fabrication and installation of Communication Cellular Mobile Towers on Wheels (COWs) etc. will be borne solely by us/me. I/We will also do the maintenance of all Communication Cellular Mobile Towers on Wheels (COWs) etc. so fabricated and installed by me/us. I/We shall also maintain sites free of any encroachments as per directives of the NDMC and keep the space neat and clean as per the requirements/directives of the NDMC.

6. **SITES OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS (COWS)**

I/We have inspected the proposed sites of Communication Cellular Mobile Towers on Wheels (COWs) and have checked various parameters and assessed ground requirement for establishing Communication Cellular Mobile Towers on Wheels (COWs).

GROUP-A

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Opposite Electric Sub Station 66 KV Bapu Dham	28.59224	77.17578
2.	Backside of Tamilnadu Bhawan	28.58225	77.191719
3.	Delhi Art & Commerce College, Netaji Nagar	28.57744	77.18513
4.	Near Paryavaran Bhawan, Aliganj	28.3508	77.18513
5.	Shadi Ground, Laxmi Bai Nagar	28.57326	77.20512
6.	Outside of VMCC Safdarjung Hospital, Factory Road	28.56778	77.20242
7.	Sunheri Bagh Road	28.60819	77.21339
8.	Udyan Marg	28.62959	77.20123
9.	Nehru Park	28.59131	77.19147
10.	Kali Bari Marg	28.628058	77.202818
11.	Arunchal Bhawan	28.600475	77.199279
12.	Tilak Lane opposite Princes Park	28.618205	77.23553
13.	Niti Marg, Near Nehru Park	28.590896	77.191218
14.	UNI Building	28.621735	77.213249
15.	Near Moti Bagh, Near Vidhan Chandra Campus	28.577954	77.177216



16.	Pandara Park Near Zakir Hussain Road	23.681304	77.246637
17.	Rose Garden-I	28.58756	77.18723
18.	Sanjay Camp	28.589105	77.179861
19.	Bangla Sahib Road	28.630975	77.210277
20.	Kaka Nagar Barat Ghar	28.60581	77.23888
21.	Satya Sadan Nursery	28.58132	77.201
22.	Near Parking Khan Market	28.599818	77.226979
23.	Malcha Marg Near LPG Gas Godown	28.606265	77.189787
24.	Ring Road Moti Bagh Flyover	28.578348	77.177356
25.	Near Intersection, S.P.Marg	28.601456	77.180599
26.	Near Shivaji Bridge	28.633452	77.225685
27.	Under Safdarjung Flyover	28.58095	77.2122

GROUP-B

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Backside of Pakistan Embassy	28.59383	77.1928
2.	Near ESS 33 KV Netaji Nagar	28.57889	77.18737
3.	Near Aliganj Barat Ghar	28.58259	77.21882
4.	Vinay Marg	28.59235	77.19636
5.	Tees January Lane	28.60147	77.21289
6.	Safdarjung Nursery	28.57814	77.2092
7.	Tilak Marg Opposite Police Station	28.61813	77.23592
8.	Bhartiya Vidya Bhawan	28.62071	77.21336
9.	Near Hanuman Mandir, Vinay Marg	28.592146	77.197058
10.	Copernicus Marg	28.62093	77.227558
11.	Chatisgarh Bhawan	28.59912	77.1877
12.	Niti Marg, Near Andre Malraux Marg	28.594799	77.193301
13.	San Martin Marg	28.60039	77.18156
14.	New Moti Bagh-I	28.578678	77.187008
15.	NDMC Market Near Tuglak Road	28.60229	77.2126
16.	Laxmi Bai Nagar	28.57924	77.20925
17.	Near British Institute, Chankya Puri	28.597826	77.179582
18.	Mother Teresa Crescent Road	28.607327	77.193667
19.	11 KV Elect substation at Akbar Road	28.60744	77.22073
20.	Jam Nagar House at Shahjahan Road	28.609047	77.225385
21.	Rose Garden-II	28.58768	77.18433
22.	Moti Bagh (Garage)	28.582469	77.183210
23.	Swati Hostel, Mandir Marg	28.63169	77.1985
24.	Racecourse opposite PM House	28.595905	77.203769
25.	East Kidwai Nagar	28.598935	77.213929
26.	Near Shivaji Stadium	28.631687	77.215243
27.	Parking Rail Museum Moti Bagh	28.586392	77.178912



GROUP-C

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Near Railway Colony Wall, San Martin Marg	28.59224	77.17578
2.	Near Agriculture Office Malcha Marg	28.60215	77.18779
3.	Opposite Palika Kunj	28.583635	77.214583
4.	Park street Parking near Talkatora Garden	28.623944	77.195559
5.	Vidyut Bhawan Near Pillar No.41	28.6045	77.2194
6.	Kushak Lane Near Loin Public School	28.60444	77.20141
7.	Jor Bagh Road Inside the Karbala Ground	28.3508	77.1256
8.	NDMC Market, Near President Estate	28.60818	77.19794
9.	Sena Bhavan	28.60776	77.20653
10.	New Moti Bagh-2	28.577647	77.184948
11.	Behind Kushak Road, Kushak Lane	28.60337	77.20315
12.	NDMC Water Booster Station, Near Udhyog Bhawan Roundabout	28.60698	77.21453
13.	Opposite Bhairav Temple, Vinay Marg	28.592294	77.196984
14.	Near Safdarjung Hospital	28.56726	77.20238
15.	Near Delhi Hatt	28.579448	77.207054
16.	Krishna Menon Lane near Akbar Road	28.605527	77.211886
17.	NDMC Water Boosting station at South Avenue	28.605261	77.19826
18.	Park at North Avenue Electric substation	28.623927	77.201395
19.	Niti Marg near Shanti Path	28.597594	77.193564
20.	Moti Bagh (99 qtrs)	28.581620	77.183144
21.	Begum Zaidi Market	28.58356	77.17831
22.	Pandara Park (Near ESS 33 KV)	28.60605	77.22846
23.	Dalhousie Road	28.611063	77.2057570
24.	San Martin Marg, Ring Road	28.588696	77.171311
25.	Lodhi Colony near NDMC School	28.581505	77.1225570
26.	Backside of Matri College	28.590693	77.175669
27.	Gole Market	28.639249	77.205612

- a) I/We shall pay to the NDMC a **concession fee as quoted by me/us as Financial Bid** for operating at the sites for a period of only two years. Duration of the contract period will be counted from the date of execution of the contract agreement. The concession fee will be charged from (i) date of execution of contract agreement or after expiry of 45 days from the date of issuance of Letter of Agreement, whichever is earlier.

Provided that in case any permanent communication cellular tower is allowed within 100m. radius of any site, then in such case, the site under this Tender Document shall be vacated by the concessionaire and handed over to the NDMC. In such scenarios, the concession fee will be reduced proportionately on the basis of number of sites vacated and handed over vis-à-vis total number of sites in the Group.

b) I/We shall also pay GST as applicable from time to time.

I/we shall submit the interest free performance security as requested within 15 days of date of the LOA i.e. an amount equivalent to 10% of the quoted concession fee for 24 months (as security deposit) prior to taking over possession of the sites. I will also pay the quarterly Concession fee quoted in advance at the start of each quarter.

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for contracting the site, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to take the sites for a contract period of two years as per the terms and conditions contained herein in this Tender document.

I/ We shall arrange for water supply and sewage disposal at each site, if required, under our own arrangements and at our expense. However, where such facilities are provided by the NDMC, I/ We shall pay to the NDMC the applicable charges as fixed by the NDMC from time to time.

The Earnest money of Rs./- (Rupees Only) vide a demand draft is to be given along with the tender document drawn on any Scheduled bank in favour of "Secretary, NDMC" for participating in ___ (number) Groups.

7. I/We enclose a demand draft in favour of "Secretary, NDMC", drawn on _____ (Bank) , bearing No..... dated..... for Rs. _____ (Rupees _____), towards earnest money deposit for participating in ___ (number) Groups.
8. Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by me/us.
9. All taxes including Municipal Taxes if any, as applicable shall be borne solely by us/me.
10. I/We agree voluntarily and unequivocally not to seek any compensation, damages, claims or any other consideration from the NDMC if installation of Communication Cellular Mobile Towers on Wheels, etc. on any **sites as mentioned in this Tender Document** are not permitted due to **court order/ judgement/ local laws/ civil authorities**. The cost of construction of Communication Cellular Mobile Towers on Wheels, etc. and their continued maintenance will be borne solely by us.
11. I /We will abide by all terms & conditions and other clauses mentioned in this tender document and have duly signed on each page as token of my/our full and unconditional acceptance.

Encl:

- 1 Bank Draft
- 2 Non-refundable cost of document. (Bank Draft)

Signature _____

Name of the Authorized Signatory with rubber stamp

Address: _____

Tel.No: _____

Fax.No: _____

Place: _____

Dated: _____



SUMMARY OF TURN-OVER OF LAST THREE FINANCIAL YEARS (2014-15, 2015-16, 2016-17) FOR QUALIFICATION (TECHNICAL ELIGIBILITY) OF APPLICANT

1. Proof for years of operation as certified by Chartered Accountant/Self declaration. In case at any time during the period of concession, if declaration found wrong then the agreement will deemed to be cancelled and all the assets of the project shall be vested in NDMC.
2. Average Annual Turn Over.

S. No.	Year	Annual Turnover
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
Average Annual Turnover during last three financial years (2014-15, 2015-16, 2017)		

Note:

- (1) Scanned copy of supporting documents for above details shall be enclosed.
- (2) Turnover of the bidder for Setting up Communication Cellular Mobile Towers on Wheels (COWs) project shall be as per certificate of Chartered Accountant/Self declaration. In case at any time during the period of concession, if declaration found wrong then the agreement will deemed to be cancelled and all the assets of the project shall be vested in NDMC.

Company Seal

Signature of authorized representative



(To be given on stamp paper of Rs.100/- duly Notarized)
(Undertaking for adherence to Security requirements/ aspects by the bidder)

This is to certify that M/s
 (Company's name) hereinafter called "Bidder", having its registered office at has offered bid for setting up of Communication Cellular Mobile Towers on Wheels (CoWs) in NDMC Area. The bidder hereby gives undertaking to strictly follow the security aspects to be adhered by the public sector and independent infrastructural providers/ communication network operators which includes:

- (i) Use of NDMC sites by the bidder will not, in any manner, impinge upon the security of the NDMC area.
- (ii) If at any stage, the operational situation so demands, services provided by the bidder may be blocked in an emergency for which no compensation shall be due to the bidder.
- (iii) The bidder is aware and is in agreement that activities of his workmen/ staff will be monitored closely to ensure security of vital installations in NDMC area.
- (iv) The bidder will erect their Communication Cellular Mobile Tower at the allotted site only. The bidder agrees that the site locations for installation of Communication Cellular Mobile Towers on Wheels will be jointly identified by the bidder and NDMC authorities, based on security and technical feasibility with security being the overriding factor. No change in site will be restored to without the permission of the Competent Authority.
- (v) The bidder will make available the particulars of persons employed by them to the Local NDMC Authorities, only after their police verification by the bidder. The antecedents of all such persons will be subjected to the verification and if found acceptable, they will be issued security passes to allow them to enter the NDMC area.
- (vi) The bidder agrees that the Local NDMC authorities will reserve the right to deny access to any of the bidder employees whose activities are detrimental to the security of the installations. Such cases may also be referred to the Local Police for necessary action.
- (vii) The Bidder will at all times, provide access to the local NDMC authorities or to their authorized representatives, to the Communication Cellular Mobile Towers on Wheels to ensure that no illegal or undesirable activities are being carried out by the bidder or his representatives.
- (viii) If the bidder is found to be using the tower and/or its equipment for any objectionable purpose, the local NDMC authority will have the authority to order temporary closure of the services of the bidder till final decision by the Chairman, NDMC.
- (ix) The bidder will not employ any foreigner employee for working on the site at NDMC land. No foreigner will be allowed to visit the installation sites.
- (x) Photography of vulnerable areas/ vulnerable points and establishments in NDMC area, by the employees of the bidder will not be permitted.
- (xi) The bidder and the employees of the bidder will abide by all security instructions of the NDMC Authorities.



- (xii) The bidder will be solely responsible to ensure the security of the Communication Cellular Mobile Towers and its supporting systems and accessories.
- (xiii) The bidder will provide static towers only in NDMC Area.
- (xiv) Towers in NDMC area should be shared by all service providers.
- (xv) The bidder should provide Sketch/ Map of the towers indicating locations to the Local NDMC Authority for routine security checks.

Witness

Signature

1.....	Name of Signatory
.....
.....	Designation of Signatory
2.....
.....	Mobile No.....
.....	Email id



(To be given on stamp paper of Rs.100/- duly Notarized)
(Undertaking for adherence to Technical aspects by the bidder)

This is to certify that M/s
 (Company's name) hereinafter called "Bidder", having its registered office at
 has offered bid for
 setting up of Communication Cellular Mobile Towers on Wheels (CoWs) in NDMC area. The
 company hereby give undertaking to strictly follow the technical aspects to be adhered by the
 public sector and independent infrastructural providers which includes:

- (i) The bidder will obtain frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with local Signal Authority.
- (ii) The bidder will obtain SACFA clearance as per the laid down procedure, for a particular latitude and longitude. The bidder will not be permitted to move their antenna towers as per their convenience. In case they need to shift the site of the antenna tower, they will need to obtain a fresh SACFA clearance for the new location with the exact latitude and longitude.
- (iii) In case the communication cellular mobile tower/ facilities so installed by the bidder causes any interference/ obstruction to the Army/ Airforce/ Navy/ Coast Guard communications, the bidder may be asked to discontinue his services, for which no compensation will be due to the bidder.
- (iv) The bidder will also obtain "No Objection Certificate" from Civil Aviation and Air Force Authorities regarding the installation of the Communication Cellular Mobile Towers in their vicinity and abide by all their stipulations as necessary.
- (v) The bidder will ensure proper earthing of the installation.
- (vi) The bidder will install proper lightning protection and fire fighting devices.

Witness**Signature**

1.

Name of Signatory

.....

Designation of Signatory

2.

Mobile No.

.....

Email id

.....



FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**Power of Attorney**

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

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

For
.....

Accepted _____ (signature)
(Name, Title and Address) of the Attorney

Note:

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



Proforma Certificate
(Work completion certificate*)

This is to certify that M/s (company's name) having its registered office at had been awarded following contracts as per details provided in the tabulation & that the works were completed satisfactorily; copy of performance certificate issued by the clients are also enclosed/ uploaded as proof in support of the claim herewith.

The information be provided in the tabular form and scanned copy of the same be uploaded.

Name/ Description of the Project Executed	Client name & Address	Date of Start of Work	Date of completion of Work	Experience	Year	Total contract value of the work executed

Note : Please upload self attested copy of performance/ experience certificates in support of claims made in above tabulation issued by various clients with this Annexure.

(Signature) _____

Name of signatory _____

Designation of signatory _____



LIST OF SITES FOR WHICH BIDS HAVE BEEN OFFERED

This is to certify that M/s
 (Company's name) hereinafter called "Bidder", having its registered office at
 has offered bid for
 setting up of Communication Cellular Mobile Towers on Wheels (CoWs) in NDMC area. The
 bids have been submitted for the following Group of 27 sites :

GROUP-A

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Opposite Electric Sub Station 66 KV Bapu Dham	28.59224	77.17578
2.	Backside of Tamilnadu Bhawan	28.58225	77.191719
3.	Delhi Art & Commerce College, Netaji Nagar	28.57744	77.18513
4.	Near Paryavaran Bhawan, Aliganj	28.3508	77.18513
5.	Shadi Ground, Laxmi Bai Nagar	28.57326	77.20512
6.	Outside of VMCC Safdarjung Hospital, Factory Road	28.56778	77.20242
7.	Sunheri Bagh Road	28.60819	77.21339
8.	Udyan Marg	28.62959	77.20123
9.	Nehru Park	28.59131	77.19147
10.	Kali Bari Marg	28.628058	77.202818
11.	Arunchal Bhawan	28.600475	77.199279
12.	Tilak Lane opposite Princes Park	28.618205	77.23553
13.	Niti Marg, Near Nehru Park	28.590896	77.191218
14.	UNI Building	28.621735	77.213249
15.	Near Moti Bagh, Near Vidhan Chandra Campus	28.577954	77.177216
16.	Pandara Park Near Zakir Hussain Road	23.681304	77.246637
17.	Rose Garden-1	28.58756	77.18723
18.	Sanjay Camp	28.589105	77.179861
19.	Bangla Sahib Road	28.630975	77.210277
20.	Kaka Nagar Barat Ghar	28.60581	77.23888
21.	Satya Sadan Nursery	28.58132	77.201
22.	Near Parking Khan Market	28.599818	77.226979
23.	Malcha Marg Near LPG Gas Godown	28.606265	77.189787
24.	Ring Road Moti Bagh Flyover	28.578348	77.177356
25.	Near Intersection, S.P.Marg	28.601456	77.180599
26.	Near Shivaji Bridge	28.633452	77.225685
27.	Under Safdarjung Flyover	28.58095	77.2122

GROUP-B


Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Backside of Pakistan Embassy	28.59383	77.1928
2.	Near ESS 33 KV Netaji Nagar	28.57889	77.18737
3.	Near Aliganj Barat Ghar	28.58259	77.21882
4.	Vinay Marg	28.59235	77.19636
5.	Tees January Lane	28.60147	77.21289
6.	Safdarjung Nursery	28.57814	77.2092
7.	Tilak Marg Opposite Police Station	28.61813	77.23592
8.	Bhartiya Vidya Bhawan	28.62071	77.21336
9.	Near Hanuman Mandir, Vinay Marg	28.592146	77.197058
10.	Copernicus Marg	28.62093	77.227558
11.	Chatisgarh Bhawan	28.59912	77.1877
12.	Niti Marg, Near Andre Malraux Marg	28.594799	77.193301
13.	San Martin Marg	28.60039	77.18156
14.	New Moti Bagh-I	28.578678	77.187008
15.	NDMC Market Near Tuglak Road	28.60229	77.2126
16.	Laxmi Bai Nagar	28.57924	77.20925
17.	Near British Institute, Chankya Puri	28.597826	77.179582
18.	Mother Teresa Crescent Road	28.607327	77.193667
19.	11 KV Elect substation at Akbar Road	28.60744	77.22073
20.	Jam Nagar House at Shahjahan Road	28.609047	77.225385
21.	Rose Garden-II	28.58768	77.18433
22.	Moti Bagh (Garage)	28.582469	77.183210
23.	Swati Hostel, Mandir Marg	28.63169	77.1985
24.	Racecourse opposite PM House	28.595905	77.203769
25.	East Kidwai Nagar	28.598935	77.213929
26.	Near Shivaji Stadium	28.631687	77.215243
27.	Parking Rail Museum Moti Bagh	28.586392	77.178912

GROUP-C

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Near Railway Colony Wall, San Martin Marg	28.59224	77.17578
2.	Near Agriculture Office Malcha Marg	28.60215	77.18779
3.	Opposite Palika Kunj	28.583635	77.214583
4.	Park street Parking near Talkatora Garden	28.623944	77.195559
5.	Vidyut Bhawan Near Pillar No.41	28.6045	77.2194
6.	Kushak Lane Near Loin Public School	28.60444	77.20141
7.	Jor Bagh Road Inside the Karbala Ground	28.3508	77.1256
8.	NDMC Market, Near President Estate	28.60818	77.19794
9.	Sena Bhavan	28.60776	77.20653
10.	New Moti Bagh-2	28.577647	77.184948
11.	Behind Kushak Road, Kushak Lane	28.60337	77.20315



12.	NDMC Water Booster Station, Near Udhog Bhawan Roundabout	28.60698	77.21453
13.	Opposite Bhairav Temple, Vinay Marg	28.592294	77.196984
14.	Near Safdarjung Hospital	28.56726	77.20238
15.	Near Delhi Hatt	28.579448	77.207054
16.	Krishna Menon Lane near Akbar Road	28.605527	77.211886
17.	NDMC Water Boosting station at South Avenue	28.605261	77.19826
18.	Park at North Avenue Electric substation	28.623927	77.201395
19.	Niti Marg near Shanti Path	28.597594	77.193564
20.	Moti Bagh (99 qtrs)	28.581620	77.183144
21.	Begum Zaidi Market	28.58356	77.17831
22.	Pandara Park (Near ESS 33 KV)	28.60605	77.22846
23.	Dalhousie Road	28.611063	77.2057570
24.	San Martin Marg, Ring Road	28.588696	77.171311
25.	Lodhi Colony near NDMC School	28.581505	77.1225570
26.	Backside of Matri College	28.590693	77.175669
27.	Gole Market	28.639249	77.205612

Note: (i) Strike-through the Group for which bid is not submitted by the bidder.

(ii) The bids for installation of Communication Cellular Mobile Towers on Wheels installed in NDMC Area for less than one group (27 sites) shall be declared non responsive & their bid (Technical) will summarily be rejected and also their financial bid will not be opened/ considered.

Witness

1.....
.....
.....
2.....
.....
.....

Signature

Name of Signatory
.....
Designation of Signatory
.....
Mobile No.....
Email id



Handing Over Note

Date: ____ 2018

Site Admeasuring ____ x ____ = ____ sq.m., at NDMC
area (site no./ Location of the site may be added).....is handed over
to the concessionaire, through Shri.....of M/s
.....office at..... on.....
(date) at.....(time), In the presence of
..... The Concessionaire hereby acknowledge the receipt
and assumes all responsibility of the above described site as provided in the Contract Agreement,
from the date and time stated above.

.....
(Signatures of the Concessionaire Authorized
Representative)

Name:

Designation:

Date:

.....
(Signatures of the NDMC Representative)

Name:

Designation:

Date:



Taking Over Note

Date:2018

Vacant possession of the site No. admeasuring
.....*=..... sq.m., at..... NDMC Area is
Taken over on(Date).....(Time) from the concessionaire
Through Sh./Smt./M/s in the presence of
.....

.....
(Signatures of the Concessionaire Authorized Representative) (Signatures of the NDMC Representative)

Name: ..

Name:

Designation:

Designation:

Date:

Date:



FINANCIAL BID

(To be submitted online on E-Tender System)

TENDER FOR ALLOTMENT OF SPACE FOR INSTALLATION OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS IN NDMC AREA

Item No.	Name of Group for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Amount Per month (In Figures) excluding GST as applicable	Amount Per Month (In Words) excluding GST as applicable
1	Group A (27 sites)		
2	Group B (27 sites)		
3	Group C (27 sites)		

I / We hereby offer the above-mentioned rates for installation of Communication Cellular Mobile Tower on Wheels in NDMC Area. This offer is unconditional and without any rider.

Signature of Bidder

Name of Bidder: _____

Address: _____

Dated: _____

Tel. No. _____



CONTRACT AGREEMENT

Selection of concessionaire to provide sites in NDMC area for setting up of 81 Communication Cellular Mobile Towers on Wheels (COWs) on concession fee basis for a period of two years.

TENDER NO: _____

FORM OF CONTRACT

THIS CONTRACT made at New Delhi this _____ day of _____;

BETWEEN New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi through its Director (Project) (hereinafter referred to as the "NDMC" which expression shall include its successors and assigns) of the One Part;

AND _____ carrying on business under the name and style of _____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at _____

(hereinafter referred to/as collectively referred to as the "Bidder" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the Other Part:

Whereas the Council under consideration of the offer made for the execution of the work for setting up of Communication Cellular Mobile Tower on Wheels (CoW) in NDMC area on the terms and condition and rates mentioned in the offer made pursuant to the Tender, has agreed to allow the bidder to execute the work _____ (Name of work) vide order no. _____ (LOA no. with date). Each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1 CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract documents, namely:

- (a) This Contract agreement
- (b) Letter of Acceptance
- (c) Tender documents, clarifications to the queries of the pre-bid meeting and addendums/corrigendum issued thereon, if any

1.2 A copy of each of the Tender Documents and addendums issued thereon is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the Letter of Agreement dated _____ are annexed hereto and said copies have been collectively marked as Annexure - 'B'.

ARTICLE - 2
WORK TO BE PERFORMED

2.1 The BIDDER shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE - 3
CONCESSION FEE

3.1 Subject to and upon the terms and conditions contained in the Contract documents, the Bidder shall pay to NDMC the concession fees as specified in the Contract documents as specified in the Contract documents.

ARTICLE - 4
JURISDICTION

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Delhi/New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE - 5
ENTIRE CONTRACT

5.1 The Contract documents mentioned in Article - 1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE - 6
NOTICES

6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the BIDDER on the NDMC with reference to the Contract shall be deemed to have been sufficiently served upon the NDMC (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Director(Project), NDMC.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the NDMC, any notice, order or other communication sought to be served by the NDMC on the BIDDER with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement due to the principal office of the BIDDER at or to the BIDDER's representatives.

ARTICLE-7

WAIVER

7.1 No failure or delay by the NDMC in enforcing any right or remedy of the NDMC in terms of the Contract or any obligation or liability of the BIDDER in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the NDMC and notwithstanding such failure or delay, the NDMC shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE-8

NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the BIDDER and shall not on any account be assignable or transferable by the BIDDER, except in accordance with terms and conditions of the Contract documents mentioned in Article - I.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written.

SIGNED AND DELIVERED

For and on behalf of Council

By: _____

Witness:

(This day of _____, 2018)

in the presence of:

- 1.
- 2.

SIGNED AND DELIVERED

For and on behalf of the Concessionaire

By: _____

in the presence of:

- 1.
- 2.



GROUPS OF LOCATION PLANS AND TENTATIVE SITE LOCATIONS**GROUP-A**

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Opposite Electric Sub Station 66 KV Bapu Dham	28.59224	77.17578
2.	Backside of Tamilnadu Bhawan	28.58225	77.191719
3.	Delhi Art & Commerce College, Netaji Nagar	28.57744	77.18513
4.	Near Paryavaran Bhawan, Aliganj	28.3508	77.18513
5.	Shadi Ground, Laxmi Bai Nagar	28.57326	77.20512
6.	Outside of VMCC Safdarjung Hospital, Factory Road	28.56778	77.20242
7.	Sunheri Bagh Road	28.60819	77.21339
8.	Udyan Marg	28.62959	77.20123
9.	Nehru Park	28.59131	77.19147
10.	Kali Bari Marg	28.628058	77.202818
11.	Arunchal Bhawan	28.600475	77.199279
12.	Tilak Lane opposite Princes Park	28.618205	77.23553
13.	Niti Marg, Near Nehru Park	28.590896	77.191218
14.	UNI Building	28.621735	77.213249
15.	Near Moti Bagh, Near Vidhan Chandra Campus	28.577954	77.177216
16.	Pandara Park Near Zakir Hussain Road	23.681304	77.246637
17.	Rose Garden-1	28.58756	77.18723
18.	Sanjay Camp	28.589105	77.179861
19.	Bangla Sahib Road	28.630975	77.210277
20.	Kaka Nagar Barat Ghar	28.60581	77.23888
21.	Satya Sadan Nursery	28.58132	77.201
22.	Near Parking Khan Market	28.599818	77.226979
23.	Malcha Marg Near LPG Gas Godown	28.606265	77.189787
24.	Ring Road Moti Bagh Flyover	28.578348	77.177356
25.	Near Intersection, S.P.Marg	28.601456	77.180599
26.	Near Shivaji Bridge	28.633452	77.225685
27.	Under Safdarjung Flyover	28.58095	77.2122

GROUP-B

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Backside of Pakistan Embassy	28.59383	77.1928
2.	Near ESS 33 KV Netaji Nagar	28.57889	77.18737
3.	Near Aliganj Barat Ghar	28.58259	77.21882
4.	Vinay Marg	28.59235	77.19636
5.	Tees January Lane	28.60147	77.21289

6.	Safdarjung Nursery	28.57814	77.2092
7.	Tilak Marg Opposite Police Station	28.61813	77.23592
8.	Bhartiya Vidya Bhawan	28.62071	77.21336
9.	Near Hanuman Mandir, Vinay Marg	28.592146	77.197058
10.	Copernicus Marg	28.62093	77.227558
11.	Chatisgarh Bhawan	28.59912	77.1877
12.	Niti Marg, Near Andre Malraux Marg	28.594799	77.193301
13.	San Martin Marg	28.60039	77.18156
14.	New Moti Bagh-1	28.578678	77.187008
15.	NDMC Market Near Tuglak Road	28.60229	77.2126
16.	Laxmi Bai Nagar	28.57924	77.20925
17.	Near British Institute, Chankya Puri	28.597826	77.179582
18.	Mother Teresa Crescent Road	28.607327	77.193667
19.	11 KV Elect substation at Akbar Road	28.60744	77.22073
20.	Jam Nagar House at Shahjahan Road	28.609047	77.225385
21.	Rose Garden-II	28.58768	77.18433
22.	Moti Bagh (Garage)	28.582469	77.183210
23.	Swati Hostel, Mandir Marg	28.63169	77.1985
24.	Racecourse opposite PM House	28.595905	77.203769
25.	East Kidwai Nagar	28.598935	77.213929
26.	Near Shivaji Stadium	28.631687	77.215243
27.	Parking Rail Museum Moti Bagh	28.586392	77.178912

GROUP-C

Item No.	Site Name for Installation of Communication Cellular Mobile Tower on Wheels (COW) in NDMC area	Latitude	Longitude
1.	Near Railway Colony Wall, San Martin Marg	28.59224	77.17578
2.	Near Agriculture Office Malcha Marg	28.60215	77.18779
3.	Opposite Palika Kunj	28.583635	77.214583
4.	Park street Parking near Talkatora Garden	28.623944	77.195559
5.	Vidyut Bhawan Near Pillar No.41	28.6045	77.2194
6.	Kushak Lane Near Loin Public School	28.60444	77.20141
7.	Jor Bagh Road Inside the Karbala Ground	28.3508	77.1256
8.	NDMC Market, Near President Estate	28.60818	77.19794
9.	Sena Bhavan	28.60776	77.20653
10.	New Moti Bagh-2	28.577647	77.184948
11.	Behind Kushak Road, Kushak Lane	28.60337	77.20315
12.	NDMC Water Booster Station, Near Udhog Bhawan Roundabout	28.60698	77.21453
13.	Opposite Bhairav Temple, Vinay Marg	28.592294	77.196984
14.	Near Safdarjung Hospital	28.56726	77.20238
15.	Near Delhi Hatt	28.579448	77.207054
16.	Krishna Menon Lane near Akbar Road	28.605527	77.211886
17.	NDMC Water Boosting station at South Avenue	28.605261	77.19826



18.	Park at North Avenue Electric substation	28.623927	77.201395
19.	Niti Marg near Shanti Path	28.597594	77.193564
20.	Moti Bagh (99 qtrs)	28.581620	77.183144
21.	Begum Zaidi Market	28.58356	77.17831
22.	Pandara Park (Near ESS 33 KV)	28.60605	77.22846
23.	Dalhousie Road	28.611063	77.2057570
24.	San Martin Marg, Ring Road	28.588696	77.171311
25.	Lodhi Colony near NDMC School	28.581505	77.1225570
26.	Backside of Matri College	28.590693	77.175669
27.	Gole Market	28.639249	77.205612



NO BARRING CERTIFICATE

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

To,

The Director (Project)
Room No. 6000,
New Delhi Municipal Council
Palika Kendra
New Delhi - 110001

Dated _____

Subject: Self Declaration of not been blacklisted in response to the Setting up of 81 Communication Cellular Mobile Towers on Wheels (COWs) in NDMC area.

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 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 Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address



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 NDMC acting through _____ of the First Part (hereinafter called the Principal/Owner) 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 _____ of the Tender Document No: (insert tender document no) dated (insert tender document date), 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 company incorporated under Companies Act, 1956/2013 NDMC is a Body Corporate established under the provisions of the New Delhi Municipal Council 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 NDMC to obtain 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 tendering, 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 NDMC 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:

1. Commitments of the Principal/Owner

- 1.1 NDMC undertakes that no official of the NDMC, 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 NDMC 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 any



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.
2. In case any such preceding misconduct on the part of such official(s) is reported by the **Bidder(s)/Contractor(s)** to 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, 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 NDMC, 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.
 - 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 NDMC or otherwise in procuring 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 Government including NDMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government including NDMC.
 - 3.3 **Bidder(s)/Contractor(s)** shall disclose the name and address of agents & representatives and Indian **Bidder(s)/Contractor(s)** shall disclose their foreign Principals or associates.
 - 3.4 **Bidder(s)/Contractor(s)** shall disclose the payments to be made by them to such agents/brokers or any other intermediaries, in connection with this bid/contract.
 - 3.5 The **Bidders(s)/ Contractor(s)** further confirms and declares to NDMC that the **Bidder(s)/Contractor(s)** has not engaged any individual or firm or company whether Indian

or foreign to intercede, facilitate or in any way to recommend to NDMC or any of its functionaries, whether officially or unofficially to the award of the contract to the **Bidder(s)/Contractor(s)**, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 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 officials of NDMC or their members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 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.
- 3.8 The **Bidder(s)/Contractor(s)** will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 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 NDMC 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 undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 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.
- 3.11 The **Bidder(s)/Contractor(s)** shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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 NDMC, or alternatively, if any relative of an officer of NDMC 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 tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956/ Section 2(77) of the Companies Act, 2013.
- 3.13 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.

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 any Government in India including NDMC that could justify **Bidder(s)/Contractor(s)** exclusion from the tender 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 tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions of 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 NDMC 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.
- (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 NDMC 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 NDMC, if any 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 there on at 2% higher than the LIBOR. If any outstanding payment is due to the **Bidder(s)/Contractor(s)** from the NDMC 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 NDMC resulting from such cancellation/ rescission and NDMC shall be entitled to deduct the amount so payable form 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 NDMC for a period of five years which may be further extended at the discretion of NDMC. Further NDMC shall have the right to intimate other Government departments/authorities/bodies for initiating any further action.
- (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 NDMC will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (vii) of this Pact also on the Commission 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)**), 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 NDMC 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.

6. **Independent External Monitors**

6.1 NDMC 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 are as follows:-

1. Sh. V.K. Gupta IEM vinod101951@gmail.com
2. Shri. D.K. Sharma IEM shharmadk@gmail.com

The NDMC has adopted integrity pact for all its contract for Rs. 50 Lakh and above. It is mandatory for the Bidder(s)/Contractor(s) to sign the Integrity Pact. The bid of Bidder(s)/Contractor(s) who does not sign the Integrity Pact is deemed as part of the contract so that the parties concerned are bound by its provision'.

- 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 NDMC 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. **In case of sub-contracting, the Bidder(s)/Contractor(s) shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.**

- 6.7 NDMC 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 NDMC/ Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation.
- 6.9 The Bidder(s)/Contractor(s) shall not approach the courts while representing the matters to monitors and will await their decision.

7. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, NDMC 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 NDMC.

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.

10. **Validity**

- 10.1 The validity of this Integrity Pact shall be from date the date Integrity Pact is signed by both the parties till the final completion of the contract including defect liability period if any. In case of unsuccessful bidder this Integrity Pact shall expire on 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 _____.

