

Request for Proposal for “Execution of Pilot Project of design, supply, installation, and commissioning of Smart Street light Poles having Smart LED Street Light with LED of 2400K–2700K CCT (warm light) including control & monitoring of individual streetlight at Kaka Nagar, residential Colony, New Delhi.”



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

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**ELECTRICITY DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL
OFFICE OF THE EXECUTIVE ENGINEER
CONSTRUCTION DIVISION – IV
VIDYUT BHAWAN,
DR. A.P.J. ABDUL KALAM ROAD
NEW DELHI - 110011**

REQUEST FOR PROPOSAL

RFP No :

Name of work: *Request for Proposal for “Execution of Pilot Project of design, supply, installation, and commissioning of Smart Street light Poles having Smart LED Street Light with LED of 2400K–2700K CCT (warm light) including control & monitoring of individual streetlight at Kaka Nagar, residential Colony, New Delhi.”*

Estimated Cost: 1,30,51,152/-

Date of release of RFP through e-procurement solution 31-12-2016

Date and time for Pre-bid meeting (In the chamber of CE(E-I) at Room no. 1701, 17th Floor, Palika Kendra, Sansad Marg, New Delhi 10-01-2017 at 11 A.M

Last date/time for receipt of RFP through e-procurement solution 24-01-2017 3.30 PM

Date/Time for opening of RFP through e-procurement solution 24-01-2017 4.00 PM

Further details can be seen at <https://govtprocurement.delhi.gov.in>

Note: - To participate in e-tender in NDMC registration with application services provider NIC is mandatory.

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Disclaimer

The information contained in this Request for Proposal document ("**RFP document**") or subsequently provided to Contractor(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 Contractor(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Contractors. The purpose of this RFP document is to provide the Contractor(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Contractor may require. This RFP 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 Contractor who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Contractor should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP 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 RFP document.

Information provided in this RFP document to the Contractor(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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The NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Contractor 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 RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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 Contractor upon the statements contained in this RFP document.

The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

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

The Contractor 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 Contractor 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 Contractor in preparation and/or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

CONTENTS

- Section 1. Invitation for Proposal
- Section 2. NDMC Overview
- Section 3. Project Objective and Scope
- Section 4. Instructions to the Contractors/Agencies
- Section 5. Evaluation of Bids
- Section 6. Selection of Contractor/agency
- Section 7. Fraud and Corrupt Practices
- Section 8. Miscellaneous
- Section 9. Punitive Clause
- Section 10. Force Majeure
- Section 11. Event of Default and Termination
- Section 12. Dispute Resolution
- Section 13. Liquidated Damages
- Section 14. Exit Management Schedule
- Section 15. Scope of work
- Section 16. Technical Specifications of Cable laying, streetlight poles & earthing.
- Section 17. Special condition of laying of HDPE Pipe
- Section 18. General Conditions
- Section 19. Special Conditions
- Section 20. Other Terms & Conditions
- Section 21. Payment Terms
- Section 22. Schedule of work

Annexure:

- 1. Letter comprising the application for Bid submission
- 2. Joint Trading Agreement
- 3. Power of attorney for signing of Application
- 4. Power of Attorney for lead member of consortium
- 5. Statement of legal Capacity
- 6. Pre-contract Integrity Pact
- 7. Form of Performance Security / Bank Guarantee Bonds
- 8. Drawing of Kaka Nagar, residential colony, New Delhi showing existing poles

1. INVITATION FOR PROPOSAL

1.1 **Name of the Work: Request for Proposal for “Execution of Pilot Project of design, supply, installation, and commissioning of Smart Street light Poles having Smart LED Street Light with LED of 2400K–2700K CCT (warm light) including control & monitoring of individual streetlight at Kaka Nagar, residential Colony, New Delhi.”**

1.2 NDMC hereby invites bids for Selection of a contractor/agencies for executing a “Pilot Project of smart street light poles with a facility of warm LED luminaries 2400k-2700k CCT with LUX level of 25 average at ground with indirect lighting/glare free at **Kaka Nagar, residential Colony**, New Delhi. The Pilot Project includes following activities:

i) O&M for period two years and guarantee for period of 7 years.

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

1.3 Contractor/Agencies are advised to study this RFP document carefully before submitting their bid/proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.


RFP document can be viewed/downloaded from NDMC website <http://govtprocurement.delhi.gov.in> and the bid documents shall be uploaded on the same site by...24-01-2017...upto 3.30 PM.

Applicant has to deposit Earnest Money of Rs.2,61,023/- in the form of Receipt / Treasury Challan / Deposit at call receipt of a schedule bank / fixed deposit receipt of schedule bank / demand draft of a scheduled bank issued in favour of Secretary, NDMC, along with tender document. A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lac, whichever is less, shall have to deposited in shape prescribed above, and balance may be deposited in the shape of Bank Guarantee of any scheduled bank having validity of six months or more from the last date of receipt of bids which is also to be scanned and uploaded by the intending bidders.

But the bid can only be submitted after deposition of EMD in favour of Secretary, NDMC in the form prescribed in RFP and uploaded the mandatory scanned documents such as receipt for deposition of EMD obtained from the office of any NDMC Executive Engineer or physically deposit the original EMD in the form

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prescribed before the schedule submission time of RFP in the office of Executive Engineer concerned and other documents as specified.

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

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

1.6 Key Events and Dates

S. No.	Information	Details
1.	Date, Time and Place of Pre- Bid conference	Date...10-01-2017....Time...11 A.M.. at office of the Chief Engineer(E-I), Room No. 1701, 17 th Floor, NDMC Palika Kendra, Parliament Street, New Delhi-110001
2.	Last date and time for submission of bids (Bid Due Date)	...24-01-2017..... upto 3:30 PM
3.	Technical Bid Opening Date & Time	...24-01-2017.... upto 4.00 PM
4.	Date for Presentation and Proof of Concept (POC)	To be informed
5.	Financial Bid Opening Date & Time	To be informed
6.	Address for communication and submission of physical EMD / correspondence	Office of the Executive Engineer (C-IV), New Delhi, New Delhi Municipal Council, Vidyut Bhawan, Abdul Kalam Azad Road, New

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1.7 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) – Scanned copy on e-tendering portal & physical EMD on aforesaid office.	Rs.2,61,023/-
2.	Bid Validity Period	One hundred twenty (120) days from the date of opening of Bids.
3.	Last date for furnishing Performance Bank Guarantee to NDMC (By preferred Contractor)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
4.	Performance Bank Guarantee value (Performance Bank Guarantee)	5% of tendered value.
5.	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for 180 days beyond the term of the contract period of seven years.
6.	Last date for signing the Contract Agreement	Fifteen days from the date of issue of Letter of Acceptance/award.

1.8 Integrity Pact

(i) It is mandatory for the bidder to sign the Integrity Pact while submitting his bid. The bid of the bidders/contractors who do not sign the Integrity Pact, shall not be considered.

A copy of the Integrity Pact is attached at Annexure-6

(ii) Names & e-mail Id of Independent External Monitors appointed by NDMC are given as under:-

(a) Dr. U.K. Sen

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E-mail ID – uksen@hotmail.com

(b)Sh. V.K. Gupta

E-mail ID – vinod10951@gmail.com

(iii)In case of any complaint about this tender, the same can be addressed directly to IEM on their e-mail ID or to the Vigilance Department, Palika Kendra, NDMC, New Delhi.

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2. NDMC'S OVERVIEW

2.1 NDMC's TRANSFORMING INTO A SMART CITY

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

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

“To be the Global Benchmark for a Capital City”

3. PROJECT OBJECTIVE & SCOPE

3.1 Project Objective

The following objectives are envisaged from this project:

The contractor/agency has to design, provide, install and commission Smart Street Light Poles having intelligent system (CCMS) in **Kaka Nagar, residential Colony**, New Delhi as per specification defined in RFP.

3.1.1 Implementation schedule: (Total completion period 4 months from the 10th day of issue of work order)

Installation of pole - 60 days

Installation of LED fitting – 30 days

Laying of cable – 75 days (including overlapping period of 60 days for installation of pole.

Commissioning of complete system — 15 days

3.1.2 Up-gradation of streetlights into Smart LED lighting.

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

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- Reduce energy consumption, cost, and its maintenance;
- Real-time data communications and better control and monitoring with low latency to improve safety and security.

3.2 Scope of the Pilot Project

The contractor/agency shall have execute a pilot project of street lighting poles in **Kaka Nagar, residential Colony**, New Delhi, having intelligent system (CCMS) by using wifi/radio frequency/ZigB/GPRS system or any other technology for transmitting the data up to the Command and Control Centre. **(The tentative location would be at Palika Kendra, Sansad Marg).**

3.3 NDMC responsibilities (No charges from contractors/agencies)

3.3.1 NDMC will provide permission in writing for Right of Way for this project, free of cost, in NDMC area to lay cables, installation of pole/pillar and providing connectivity.

Any Civil/Electrical work required will be the responsibility of the contractors/agencies.”

3.3.2 For permissions other than in purview of NDMC, the contractor/agency has to arrange such permissions at their own. NDMC may act as a facilitator for obtaining such permissions by the Contractor/agency. However, this will not create any right in favour of the contractor/agency for getting such permission through NDMC.

3.4 Contractor/agency Responsibilities

The Responsibilities of the Contractor/agency shall be as indicated under this RFP document, including:

3.4.1 To provide, install, commission and maintain the Smart Street Light Poles as per RFP document.

3.4.2 NDMC will be the owner of all dismantled lights/ fittings with lamps & chokes which shall be handed over to NDMC not later than 15 days from date of such dismantling.

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3.4.3 At the end of the two year operation and maintenance period, the contractor/agency has to hand over all these Smart streetlight poles to the NDMC in proper working condition.

3.4.4 Restoration of road/footpath shall be done by NDMC, however the Contractor/agency will inform NDMC in advance before cutting of the road/footpath as the case may be and will **properly backfill the trench and** inform NDMC in advance before cutting of the road/footpath as the case may be and will also inform after completing the job.

3.5 SPECIFICATIONS OF STREETLIGHT POLES AND LED LUMINARIES

3.5.1 Street Light Pole Technical Specifications:

Specifications of street light poles shall be as per Section 16 of the RFP. Height of the pole shall however be as per the design of the contractor/agency.

3.5.2 Luminaries Technical Specifications:

Luminaries shall be conforming to warm 2400K to 2700K CCT, LUX level of 25 average at ground with indirect lighting.

1. LED

- Single LED chip is allowed for a single category/wattage of product mixing of chip is not allowed for single product.
- LED report (for LED parameters like Lumen per watt, CCT, CRI, Beam Angle from ILAC/MRA/NVLAP/KOLAS/EPA/NABL accredited manufacture or TPL)
- LM 80/IS:16105 report (from ILAC/MRA/KOLAS/NVLAP/EPA/NABL accredited manufacture or TPL)
- IEC 62471 and assessment of blue light as per IEC/TR 62778-Ed. 1.0.

2. Luminaire warm 2400k-2700k CCT Lux level of 25 average at ground with indirect / Glare free lighting

- Type tests report as per IS: 10322 part 5 sec-3/IEC:60598-2-3 from NABL accredited TPL(IP classification is IP 65/66, INSITU/Junction temp measurement shall be part of Thermal test).
- Test Report as per LM 79/IS:16106 from ILAC/ MRA/ NVLAP/ KOLAS/ EPA/ NABL accredited TPL (IP classification is IP 65/66)
- Test report for IK as per IS 10322
- Test report with summary for compliance as per tender parameters (operating voltage, Constant light output, Luminous flux per watt,

CCT,CRI, uniformity calculation , P.F Wattage, (for LED parameters like Lumen per watt, CCT, CRI, Beam Angle from accredited manufacture or TPL).

- LM 80/IS:16105 report (from ILAC/MRA/KOLAS/NVLAP/EPA/NABL accredited manufacture or TPL).
- Declaration and endorsement of BOM from Manufacture for components.
- NABL certificate should be submitted within 60 days of bid submission.

3. LED Driver

- Type Test report as per IS:15885- Part 5 sec-13, IS:16104.
- Test report as per tender specification (drive efficiency , THD, <=10% Surge protection > 4kv internal & 10KV external)
- NDMC is at liberty to verify genuineness of LM79/NABL test report and other supporting documents from the LAB/LED manufacture.
- NABL certificate should be submitted within 60 days of bid submission.

Typical specifications of led street lights to be provided by the contractor/agency is as under:

SL. No	Type of Test /Specification	Test Method
1	<p>Warm LEDs shall be used in the Luminaries.</p> <ul style="list-style-type: none"> • LED technical datasheet for the LED source intended for supply of the project including packaging details to be submitted. • LED chip manufacturer to provide an authorization letter in favour of luminary manufacturer stating their supply for execution of the project. However bidder shall supplement test report for technical performance as per the RFP.LM-80 test reports should have an accreditation of ILAC/ MRA/ KOLAS/EPA International certifying agencies. • To submit proof of supplies made to Indian Companies and recommendation from Lighting manufacture alongwith technical bid. 	Specify make

2	Bidder shall submit proof of procurement of LEDs and LM-80 test reports of specific LED used in the proposed Luminaire (no other chip details to be offered).		LM-80/IS 16105 test report including technical data sheet of LED chip from ILAC/MRA/KOLAS/NVL AP/EPA International certifying agencies.
3	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output. (Manufacture shall submit the proof-L70& TM 21 test report). The LED Drivers for Luminaries under this RFP must be approved from BIS under Compulsory Registration Scheme.		
4	Colour rendering index (CRI) of the LEDs used in the luminaire shall be greater than 70.		
5	LED chip efficacy shall be more than 110 lumens/watt at TJ 25C(Manufactures shall submit the proof- LED Technical Data Sheet to be submitted)		
6	Junction Temperature (Tj)	Should be less than value at which LM80(IS16105) data published. Should be >105 Degree C	
7	Manufacturer shall submit the Photo Biological Safety Report for the LED as per IEC 62471 and assessment of blue light as per IEC/TR 62778-Ed.1.0.		IEC 52471 & TR 62778-Ed. 1.0 Test report
8	Colour temperature of the luminaire shall be in the range of nominal 2400K to 2700K (CCT as per BIS only)		
10	Power factor	> 0.90	LM 80/IS 16106-2012 from NABL certified TPL
11	Chip Efficacy (lumen/watt)	Shall be minimum 110 lumen/watt, system lumen output at 25 degree C, supported by LM80 report shall be submitted.	
12	CRI of Luminaries	>=70 (supported by LM80 report shall be submitted)	
13	Light Uniformity ratio (Emin/ Eavg) shall be as IS 1944 based on category of road	Uniformity calculation for road width, pole height, overhang width etc based on IES file generated by	

		IES:LM 80/IS 16106 testing.	
14	The luminaire light output(lumen) shall be constant. The voltage variations/ fluctuations in the specified voltage range shall not impinge upon the lumen it produce maximum +/- 2% is allowed throughout in the input operating voltage range	Overall system output minimum 90 lumen/watt	
15	Operating voltage	140 V to 270 V universal electronic driver with surge protection of 4 KV (Application IS 15885, Driver safety 16104-1/2).	Test report from TPL NABL Accredited lab.
16	Total Harmonic Distortion	<15% THD- Test method IEC:610003-2	
17	LEDs shall be operated at a current less than 80% of its rated current and should have LM80 approval on this current rating.		
18	LED driver efficiency	>=350ma<=1000mA	
19	LED driver efficiency Driver: High Voltage, Low current	>85%	
20	Luminaire body temperature should not exceed 30 deg C from ambient (45 deg C) without tolerance of 10 deg. C after 24 Hrs. NABL report to be submitted.		
21	Heat dissipation/heat sink	Well- designed thermal management system with defined heat sink.	
22	Input Current < 1000mA		
23	Should have Open Circuit & short circuit protection		

24	The Luminaire housing shall be made up of Corrosion free High Pressure Aluminium die cast thus conforming the luminaire to minimum IP-66 for all wattage protection and safety as per IEC 60598/IS 10322.(NABL accredited lab report supporting the same shall be furnished at the time of supply). Necessary Guarantee & warranty certificate must be submitted at the time of bid submission.(only single housing fixture allowed.)	TPL NABL Accredited Lab as per IS:10322 part 5 sec-3/ IEC:60598-2-3.
25	The Luminaire shall be equipped with distortion free, clear, heat resistant , toughened, UV stabilized glass cover in the front fixed to the die cast. Aluminium frame which shall be fixed to the housing by means of stainless steel screw.	
26	The Luminaire shall be built in such a way it can withstand wind speed of 150Kmps. NABL accredited lab report supporting the same shall be furnished by the manufacture .(Impact resistance> IK07).	

All LED street lights shall be conforming to the following Technical Specifications.

27	Cover/glass without lens or with lens	Fixture cover-UV stabilized Polycarbonate/heat resistance toughened glass or equivalent will be accepted for the Luminaire without lense. For the Luminaire with lens, toughened glass be required with proper IP66 provision.	DECLARE.
28	Frequency	50 Hz+/-3%	
29	Operating temperature	Range-10C to +50 C	As per IS: 10322 Part 5 sec-3 sample will be tested at Ambient Temperature +10 Deg C hence 60 Deg C in this case.
30	Protections	IP66 for all wattage, Surge protection external 10 kv, IEC61000-4-5	CONTRACTOR/AGENCY
31	Working humidity	10% to 90% RH	CONTRACTOR/AGENCY
32	Conformation standards of Luminaire (test reports of Luminaire)	The Luminaire should conform to IEC 60598/IS:10322. The Luminaire should be tested as per IEC 60598-2-3:2002/IS:10322 Part 5 sec-3 standards and following test reports should be submitted. Heat resistance test, thermal test, Ingress protection test, drop test electrical/ insulation resistance test, endurance test, humidity test, photometry test (LM79	From NABL Certified TPL test report test report as per IS:10322 Part5 sec-3/ IEC:60598-2-3

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		report) vibrant test.	
33		LM80(IS16105)NABL Acc. Lab certificate for LED and LM79(IS16106), IEC60598/ IS:10322 for LED Luminaire.	CONTRACTOR/AGENCY
34	Finish	Aesthetically designed housing with grey color corrosion resistant polyester powder coating.	DECLARE
35	Luminaire configuration/ technical requirement	Side entry type. Shall consist of separate optical and color gear compartments. It should be easy replacement in the field condition.	DECLARE
36	Compliance	RoHS/CE/ERTL/ERDI	CONTRACTOR/AGENCY
37	Surge protection	External surge protection of 10 kv to be separately installed with the each fixture .	CONTRACTOR/AGENCY
38	Make of LED chip	NICHIA/OSRAM/PHILIPS-LUMILEDS /CREE/SEOUL-SEMI, CONDUCTOR /Samsung/Ever light	
39	Lamp starting time	should not be more than 10 sec	
40	Internal wiring	Internal wiring with fiber glass multi-strand copper wire	
41	overall system efficacy	more than 85%.	
42	Impact resistance	≥ IK07	

4. INSTRUCTIONS TO THE CONTRACTORS/AGENCIES

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

A. GENERAL

4.1 General Information and Guidelines

4.1.1 NDMC invites bids to this Request for Proposals (“**RFP document**”) from eligible Contractors as per the scope of work defined in this RFP document. RFP document means this RFP document, Contractor/agency Agreement, supporting annexure / appendices / formats etc., any addenda to this RFP document and all other such documents.

4.1.2 Any contract that may result from this bidding process will be effective from the date of Signing of the Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of seven years. The seven

years period consists of two years operation and maintenance and seven years warranty.

- 4.1.3 The assumptions, assessments, statements and information provided in this RFP document is for the assistance to the Contractors who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. The Contractor shall visit the site and examine the project in detail for execution of the work and deployment of equipment. Nothing contained in this RFP document shall be binding on the NDMC nor confer any right on the Contractors, and the NDMC shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP document.
- 4.1.4 Contractors / agencies may carry out Project Site visits/ inspections/ testing at their own cost.
- 4.1.5 The Contractor / Contractor/agency has to ensure that the general public/ tourist/ visitors are not hindered in any manner while survey, execution, operations and maintenance of the project.
- 4.1.6 All information supplied by Contractors may be treated as contractually binding on the Contractors on successful award of the assignment by NDMC on the basis of this RFP document.
- 4.1.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Agreement has been executed by or on behalf of NDMC. Any notification of Preferred Contractor / contractor/agency status (including issue of a Letter of Acceptance) by NDMC shall not give rise to any enforceable rights by the Contractor / contractor/agency. NDMC may cancel this public procurement at any time prior to a formal written Agreement being executed by or on behalf of NDMC.
- 4.1.8 This RFP document supersedes and replaces any previous public documentation and communications, and Contractors / contractor/agencies should place no reliance on such communications.
- 4.1.9 The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Contractor's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

- 4.1.10 The Contractor / contractor/agency shall deposit an Earnest Money Deposit (EMD) of Rs.261023/- in accordance with the provisions of this RFP document. The Contractor has the option to provide the EMD either as a Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of “Secretary, NDMC” payable at Delhi/New Delhi or in the form of a Bank Guarantee acceptable to the NDMC, as per format at **Annexure-7**
- 4.1.11 The validity period of the Bank Guarantee shall not be less than 180 (One hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NDMC and the Contractor. Where a demand draft is provided, its validity shall not be less than 120 (one hundred and twenty) days from the Bid Due Date, for the purposes of encashment by the NDMC. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Preferred Contractor except in the case of the Preferred Contractor whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.
- 4.1.12 No Contractor shall submit more than one Application for the Project. An Contractor applying individually or as a member of Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.
- 4.1.13 The Contractor shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
- 4.1.14 The Contractor should submit a Power of Attorney authorizing the signatory of the Application.
- 4.1.15 In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.
- 4.1.16 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Contractor/agency shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- 4.1.17 The Contractor/agency shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of

Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.

4.1.18 The Contractor/agency shall be responsible for the operations and maintenance as per the terms set out in the RFP document.

4.1.19 An Contractor shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the NDMC in relation to the Project is engaged by the Contractor, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Preferred Contractor or Contractor/agency, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Contract Agreement and without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the NDMC may have there-under or otherwise, the Letter of Acceptance or the Contract Agreement, as the case may be, shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Preferred Contractor or Contractor/agency for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Contractor, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the project.

4.2 Change in Ownership

4.2.1 By submitting the Bid, the Contractor acknowledges that the Lead member, at any point of time throughout the Contract period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Contractors. The lead member will remain responsible for successful delivery of the project at all times throughout the Contract period.

Consortium member whose experience shall be counted will hold equity share capital representing not less than 26% (twenty six per cent) of the paid-up equity of the Consortium. The Contractor further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the RFP document / Contract Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document / Contract Agreement, be deemed to be a breach of the RFP document / Contract Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause shall apply only when the Contractor is a Consortium.

- 4.2.2 By submitting the Bid, the Contractor shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Contractor shall be deemed to have knowledge of the same and shall be required to inform the NDMC forthwith along with all relevant particulars about the same and the NDMC may, in its sole discretion, disqualify the Contractor or withdraw the letter of agreement from the Selected Contractor, as the case may be. In the event such change in control occurs after signing of the Contract Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement, and the same shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Contractor/agency. In such an event, notwithstanding anything to the contrary contained in the Contract Agreement, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Contract Agreement or otherwise.

4.3 Cost of Bidding

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

4.4 Site visit and verification of information

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

relevant by them.

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

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

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

4.5 Verification and Disqualification

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

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

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

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

4.5.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the NDMC,

that one or more of the qualification conditions have not been met by the Contractor, or the Contractor has made material misrepresentation or has given any materially incorrect or false information, the Contractor shall be disqualified forthwith if not yet appointed as the Contractor/agency either by issue of the Letter of Acceptance or entering into of the Contract Agreement, and if the Preferred Contractor has already been issued the Letter of Acceptance or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the NDMC to the Preferred Contractor or the Contractor/agency, as the case may be, without the NDMC being liable in any manner whatsoever to the Preferred Contractor or Contractor/agency. In such an event, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Contract Agreement, or otherwise.

B. DOCUMENT

4.6 Contents of the RFP Document

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

Invitation for Bids

- Section 1. Invitation for Proposal
- Section 2. NDMC Overview
- Section 3. Project Objective and Scope
- Section 4. Instructions to the Contractors/Agencies
- Section 5. Evaluation of Bids
- Section 6. Selection of Contractor/agency
- Section 7. Fraud and Corrupt Practices
- Section 8. Miscellaneous
- Section 9. Punitive Clause

- Section 10. Force Majeure
- Section 11. Event of Default and Termination
- Section 12. Dispute Resolution
- Section 13. Liquidated Damages
- Section 14. Exit Management Schedule
- Section 15. Scope of work
- Section 16. Technical Specifications of Cable laying, streetlight poles & earthing.
- Section 17. Special condition of laying of HDPE Pipe
- Section 18. General Conditions
- Section 19. Special Conditions
- Section 20. Other Terms & Conditions
- Section 21. Payment Terms
- Section 22. Schedule of work

Annexure:

1. Letter comprising the application for Bid submission
2. Joint Trading Agreement
3. Power of attorney for signing of Application
4. Power of Attorney for lead member of consortium
5. Statement of legal Capacity
6. Pre-contract Integrity Pact
7. Form of Performance Security / Bank Guarantee Bonds
8. Drawing of Kaka Nagar, residential colony, New Delhi showing existing poles

4.7 Clarifications

4.7.1 Contractors requiring any clarification on the RFP document may notify the NDMC in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the officer in-charge

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

(Er Rakesh Kumar)
Executive Engineer(E)C-IV

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4.7.3 The NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Contractors through its website. All clarifications and interpretations issued by the NDMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

4.8 Modification in the RFP Document

4.8.1 At any time prior to the Bid Due Date, the NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by an Contractor, modify the RFP document by the issuance of Addendum.

4.8.2 Any Addendum / clarification issued hereunder will be in writing and will be published on the e-tendering portal to make it accessible to all Contractors, and shall be deemed to be a part of this RFP document.

4.8.3 In order to afford the Contractors a reasonable time for taking an Addendum into account, or for any other reason, the NDMC may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

4.9 Format and Signing of Bid

4.9.1 The Contractor shall provide all the information sought under this RFP document. The NDMC will evaluate only those Bids that are received in the required formats and complete in all respects.

4.9.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Contractor who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

4.9.3 It is expected that Contractors have read and understood the RFP document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including

other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted alongwith the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers.

4.10 Sealing and Marking of Bids

4.10.1 A two envelope/cover system shall be followed for the bid. The Contractor shall submit the Bid through e-tendering portal:

- (A). (i) Earnest Money Deposit; (ii) Technical bid & eligibility Criteria including the following:
- I. Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.
 - II. A copy of the Contract Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.
- (B). Financial Bid.

4.10.2 The Bid shall include the following documents: -

Envelope / Cover-A (in e-tendering)		
Sl. No.	Documents Type	Document Format
1.	Earnest Money Deposit (EMD)	Physical EMD – Rs.2,61,023/- to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of “Secretary, NDMC” Payable at Delhi/New Delhi in the office of Executive Engineer(E)C-IV, Vidyut Bhawan, NDMC, Dr AJP Abdul Kalam Road, New Delhi-110011 before the bid submission & scanned copy is to be uploaded with the bid.
2	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.

(Er Rakesh Kumar)
Executive Engineer(E)C-IV

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3	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed.
Envelope/Cover-B (in e-tendering)		
1	Financial Bid	The Financial Bid proposal shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed in RFP document.

4.10.5 Bids submitted only on e-tendering portal. The bids submitted physically, by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4.11 Bid Due Date

4.11.1 Bids should be submitted before the Bid Due Date (Last date and time for submission of bids) on e-tendering portal and form as detailed in this RFP document.

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

4.12 Late Bids

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

4.13 Contents of the Bid

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

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

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

4.14 Modifications/ Substitution/ Withdrawal of Bids

4.14.1 The Contractor may modify, substitute or withdraw its Bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Contractor on or after the Bid Due Date.

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

4.15 Opening of Bids

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

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

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

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

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

4.15.6 NDMC shall invite the Technically Qualified Contractors as declared in terms of clause 5.3 for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NDMC separately and individually to such Technically Qualified Contractors.

4.16 Rejection of Bids

4.16.1 Notwithstanding anything contained in this RFP document, the NDMC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the NDMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Contractors to submit fresh Bids hereunder.

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

4.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (One hundred twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Contractors and the NDMC.

4.18 Confidentiality

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

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

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

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

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

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

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

4.19 Correspondence with the Contractor

Save and except as provided in this RFP document, the NDMC shall not entertain any correspondence with any Contractor in relation to acceptance or rejection of any Bid.

4.20 Contacts during Bid Evaluation

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

4.21 Deviation Statement

Contractors may note that NDMC will not entertain any deviations to the RFP document whatsoever may be including compliance to the technical

specifications defined in the document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Contractors would have to be unconditional and unqualified and the Contractors would be deemed to have accepted the terms and conditions of the RFP document with all its contents. Any deviation from the notified RFP document including compliance to the technical specifications will lead to disqualification of the Contractor.

4.22 Bid Submission Format

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

D. Earnest Money Deposit (EMD)

4.23 Earnest Money Deposit (EMD)

4.23.1 The Contractor shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs.2,61,023/- in the form of Demand Draft/ Pay Order/ Bankers Cheque/ FDR/ TDR in favour of "Secretary, NDMC" payable at Delhi/ New Delhi

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

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

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

is cancelled by the NDMC.

4.23.5 The Preferred Contractor's EMD will be returned, without any interest, upon the Contractor/agency signing the Contract Agreement after furnishing the Performance Security in accordance with the provisions thereof.

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

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

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

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

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

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

E. PRE-BID MEETING

4.24 Pre-Bid Meeting

4.24.1 Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 1.6 at a time and place specified by the NDMC.

4.24.2 During the course of Pre-Bid Conference(s), the Contractors may seek clarifications and make suggestions for consideration of the NDMC.

4.24.3 The NDMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

4.24.4 All enquiries from the Contractors relating to this RFP document must be submitted in writing only to NDMC at the time of pre-bid meeting (Key Events and Dates – Clause 1.6).

F. ADMINISTRATIVE GUIDELINES

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

requirements. The Contractor/agency is responsible for adhering to the following administrative guidelines:

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

For permissions other than in purview of NDMC, the contractor/agency has to arrange such permissions at their own. NDMC may act as a facilitator for obtaining such permissions by the Contractor/agency. However, this will not create any right in favour of the contractor/agency for getting such permission through NDMC.

- (iii) The Contractor/agency shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- (iv) The Contractor/agency shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Contractor/agency will perform necessary restoration at its own cost.
- (v) The work of Contractor/agency shall be subject to inspection at various stages. The Contractor/agency shall abide and follow all Safety and Security Regulations and practices at all times. The Contractor/agency should use products only as per technical specifications defined in RFP document.

G. OPERATION AND MAINTENANCE (O&M) GUIDELINES

4.26 The Contractor/agency shall follow the following Operation and Maintenance guidelines:

- (i) Contractor/agency will be responsible for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire O&M period.

- (ii) After completing life of equipments, the Contractor/agency has to replace them with new hardware / software of same or better specifications free of cost throughout the Contract period.
- (iii) During the guarantee period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

4.3 Change in Ownership

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

4.3.2 By submitting the Bid, the Contractor shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Contractor shall be deemed to have knowledge of the same and shall be required to inform the NDMC forthwith along with all relevant particulars about the same and the NDMC may, in its sole discretion, disqualify the Contractor or withdraw the letter of agreement from the Selected Contractor, as the case may be. In the event such change in control occurs after signing of the Contract Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement, and the same shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Contractor/agency. In such an event, notwithstanding anything to the contrary contained in the Contract Agreement, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as

Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Contract Agreement or otherwise.

5 EVALUATION OF BIDS

5.1 BID EVALUATION COMMITTEE

5.1.1 NDMC will constitute a Bid Evaluation Committee to evaluate the bids.

5.1.2 The Bid Evaluation Committee, NDMC may seek clarifications in writing from the Contractors on their proposals and may visit Contractor's client site to validate the credentials/ citations claimed by the Contractor.

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

5.1A Tests of responsiveness

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

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

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

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

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

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

5.2.2 The bid of the Contractor shall be evaluated on the basis of the following Eligibility Criteria:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Contractor Entity	Legal entities duly registered under the Companies Act 1956/ 2013 is allowed. In case of Consortium, the lead member shall be a Legal entity duly registered under the Companies Act. 1995/2013.	a) Certificates of incorporation; b) Registration Certificates; c) Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium duly signed by Consortium parties on Rs.100 non-judicial stamp paper.
2	General Requirement	Contractor/lead member in case of consortium should be (i) LED street light manufacturer or their authorised dealer. or (ii) system integrator for IT Hardware and software, duly registered under the Companies Act 1956/ 2013. Lead member shall have highest equity share-holding in consortium and shall have an equity share holding of at least 26% (twenty six percent) of the paid up equity of the Consortium.	Self-certified copy of documents to establish the General requirement conditions to be enclosed.

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3	Turnover	The Contractor or lead member (in case of consortium) shall have an average annual turnover of at least INR 1.30 cr in each of last 3 Financial Year (2013-14, 2014-15, 2015-16).	a) Audited financial statements for the last three financial years(FY2013-14,2014-15 and 2015-16). In case the financial statement for 2015-16 is not audited then the same will be duly certified by the Chartered Accountant.
5.	Solvency	The Contractor or lead member (in case of consortium) shall have bank Solvency certificate of not less than Rs.52 Lakhs (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose).	Certificate from Bank in this regard.
5	Registration under Tax Labour Laws Electrical Laws, etc.	The Contractor or the Lead Contractor should have a registered number of: (a) VAT/Sales Tax where his business is located; (b) Income Tax PAN; (c) Service Tax; (d) The ESI & EPF registration as per Labour Laws, if required.	Copies of relevant(s) Certificates of Registration. In case the Contractor does not have Service Tax, ESI & EPF registration than the Contractor has to give the undertaking that he will get these registration within 45 days from the date of signing of Agreement for this work.
6	Experience of the contractor/agency	The Contractor / Consortium should have satisfactorily completed the works as mentioned below during the last seven years ending last day of the month previous to the one in which applications are invited. a. Three similar completed works each of value not less than 40% of estimated cost. b. Two similar completed works each of value not less than 60% of estimated cost. c. One similar completed work each value not less than 80% estimated cost “Similar work shall mean works of Installation, Testing and Commissioning of Smart LED Street Light System with control command management system(CCMS).	The bidder should enclosed copy of completion certificate from the agency/ authority, who had issued the work order in support of successful completion of the work. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids. In case of Consortium, experience of any member of Consortium having at least 26% equity of Consortium as defined in Consortium Clause will be considered.

7	Technical specifications	Smart street light pole shall be confirming to the technical specifications defined in RFP.	Technical specifications compliance sheet to be submitted along with bid.
8	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.	Undertaking by the authorized signatory as well as all member of consortium as per the form mentioned in Annexure- 8 .
9	Integrity Pact	Duly signed Integrity Pact as per Annexure - 6	The Contractor has to submit has to submit duly signed Integrity Pact as per Annexure – 6 alongwith its proposal.

5.2.3 Consortium as mentioned in clause 5.2.2 above shall be subject to the condition mentioned below in clauses 5.2.6 to 5.2.7.

5.2.4 The contractor/agency shall comply with all applicable laws, including labour laws, at any point of time throughout the Contract period.

5.2.5 Work Orders and Client Certificates for successful completion of such work confirming period and area of activities for the purpose of clause 5.2.2 should be enclosed. Self-certification shall be submitted by the Contractor for works executed for internal purposes. NDMC can verify such submissions / work orders / client certificates submitted by the Contractor through any means, including site visits.

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

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

5.2.6 Consortium

5.2.6.1 Where the Contractor is a consortium, lead member alongwith other members of the consortium shall execute the Contract Agreement and implement the Project. Lead member, at any point of time throughout the Contract period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and

short-listing criteria for Contractors. The lead member will remain responsible for successful delivery of the project at all times throughout the Contract period. All the members shall comply with the following additional requirements:

- (i) number of members in a consortium shall not exceed 3 (three);
- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have highest equity shareholding in consortium and shall have an equity share holding of at least 26% (twenty six percent) of the paid up equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-4**, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) an individual Contractor cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Contractor Consortium cannot be member of any other Contractor Consortium applying for this project;
- (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member; commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- (viii) include a statement to the effect that all members of the Consortium shall be severally liable for all obligations in relation to the Assignment until the completion of the Assignment in accordance with the Agreement
- (ix) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-10 (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
 - (a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
 - (b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;

- (c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
- (d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium's default
- (e) that the proposed roles and responsibilities, if any, of each member;
- (f) the minimum equity stake commitment, to be held by each member;
- (g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the paid up equity of the Consortium.
- (h) that members of the Consortium shall not dilute their equity stake in the Consortium throughout the Contract period.
- (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contractor/agency in relation to the Project until the Financial Close of the Project is achieved in accordance with the Contract Agreement; and
- (x) except as provided under this RFP document, there shall not be any amendment to the joint Bidding Agreement without the prior written consent of the NDMC;
- (xi) in case an Contractor is a Consortium, then the term Contractor as used in this RFP document, shall include each Member of such Consortium.

5.2.7 Change in composition of the Consortium

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

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

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

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

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

5.2.8 An Contractor shall not have a conflict of interest (the “**Conflict of Interest**”) as provided in **Clause 8.11** that affects the Bidding Process. Any Contractor found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the NDMC and not by way of penalty for, inter alia, the time, cost and effort of the NDMC, including consideration of such Contractor’s proposal, without prejudice to any other right or remedy that may be available to the NDMC under the RFP Document and/ or the Contract Agreement or otherwise.

5.2.9 The Contractor shall promptly inform the NDMC of any change in the status of the Contractor with reference to any of the eligibility criterion specified in clause 5.2.2, and failure to do so shall render the Contractor liable for disqualification from the Bidding Process.

5.2.10 Financial bid of only those Contractors will be opened, who meet the eligibility criteria and technical specifications specified in Clauses 5.2.2

5.3 Technical Presentation

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

5.4 FINANCIAL BID

5.4.1 Submission of Financial Bids through e-Tendering Portal

The Contractor shall quote amount against the item of schedule of work which shall be inclusive of all government taxes, duties, levies etc. Nothing extra shall be paid. The dismantle poles / cables are to be retained by the Contractor / contractor/agency and due credit for the same will be given in the quoted rates. The dismantled HPSV and other fittings with chokes and lamps are however to be handed over the NDMC by the Contractor / contractor/agency.

5.4.2 Financial Evaluation

5.4.2.1 The Financial Bids of all eligible Contractors will be opened on date, time and place as communicated to the Contractor by the NDMC.

5.4.2.2 The Financial Bids shall be evaluated on the basis of lowest rates quoted.

5.4.2.3 The Contractor whose Financial Bid has the lowest quoted rates payable by the NDMC for the Project ("L-1 Contractor") shall be declared the Preferred Contractor for the Project.

6 SELECTION OF CONTRACTOR/AGENCY

6.1 Selection of Contractor

6.1.1 After selection of Preferred Contractor, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by the NDMC to the Preferred Contractor and the Preferred Contractor shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Contractor is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Contractor as Damages on account of failure of the Preferred Contractor to acknowledge the LOA.

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

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

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

6.2 **Term of the Agreement**

The term of this Agreement shall be a period of seven (7) years from the date of signing of this Agreement.

6.3 **Performance Bank Guarantee**

6.3.1 The Preferred Contractor will be required to submit a Performance Bank Guarantee (PBG) of 5% of quoted rates.

6.3.2 In case of a Consortium, the Lead Contractor of Consortium shall be liable to pay Performance Bank Guarantee. Performance Bank Guarantee shall be valid for 180 days beyond the term of the Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

6.3.3 In case, the Preferred Contractor fails to submit performance bank guarantee within the time stipulated, the NDMC at its discretion may cancel the Letter of Acceptance issued to the Preferred Contractor without giving any notice and may invoke the EMD of such Preferred Contractor.

6.3.4 NDMC shall invoke the Performance Bank Guarantee in case the selected Contractor/agency fails to discharge their contractual obligations during the Agreement period or NDMC incurs any loss due to Contractor/agency's negligence in carrying out the project implementation as per the agreed terms and conditions.

6.4 Release of Performance Bank Guarantee

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

- After successful implementation of this project;
- Successful operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;
- Payment of all fees as per agreement alongwith penalties, if any;
- At the end of the contract period, Performance Bank Guarantee of Contractor/agency will be released after successful handing over all the assets and services, including all hardware, software, in working conditions. If any existing hardware & software is not found working at the time of handing over the Contractor/agency has to get rectified/replaced the same at his own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Contractor/agency.
- On production of clearance for all applicable dues, if any.

6.5 Signing of Agreement

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

6.5.2 Failure of the Preferred Contractor to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Contractor to be liquidated. The Preferred Contractor will be

liable to indemnify NDMC for any additional cost or expense, incurred on account of failure of the Preferred Contractor to execute the Agreement.

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

6.6 TAX LIABILITY

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

6.6.2 The Contractor/agency indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License.

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

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

6.7.1 The performance of Contractor will be continuously reviewed by NDMC to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Contractor/agency fails to satisfy / maintain their commitment with respect to SLAs, Performance, Timely Implementation of the Project etc. the Contract Agreement may be terminated by giving 30 days notice as cure period and if it is not cured within 30 days then NDMC will terminate the Contract Agreement by giving further notice of 30 days for termination of Contract Agreement. NDMC's decision in this regard will be final. In case of termination of this Contract Agreement, NDMC shall have the right to avail services of any other Contractor / agency to continue the project without any let or hindrance from Contractor and the Contractor has to provide all necessary assistance for smooth switch over. NDMC will not pay any charges to the Contractor. Failure of the Preferred Contractor /

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Contractor/agency to agree with the RFP document shall constitute sufficient grounds for the annulment of the award, in which event NDMC may take a decision to re-issue the RFP document. In such a case, NDMC shall invoke the PBG of the most responsive Contractor / Preferred Contractor.

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

7. FRAUD AND CORRUPT PRACTICES

7.1 The Contractors and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance (**LOA**) and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the NDMC may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Contractor or Contractor/agency, as the case may be, if it determines that the Contractor or Contractor/agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the NDMC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Contract Agreement, or otherwise.

7.2 Without prejudice to the rights of the NDMC under Clause 6.1 hereinabove and the rights and remedies which the NDMC may have under the LOA or the Contract Agreement, or otherwise if an Contractor or Contractor/agency, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Contractor or Contractor/agency shall not be eligible to

participate in any tender or RFP document issued by the NDMC during a period of 2 (two) years from the date such Contractor or Contractor/agency, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

7.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause of RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Contractors with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. MISCELLANEOUS

8.1 Jurisdiction of Court

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

8.2 The NDMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Contractor in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the NDMC by, on behalf of, and/ or in relation to any Contractor; and/ or
- (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Contractor.

8.3 It shall be deemed that by submitting the Bid, the Contractor agrees and releases the NDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses,

damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

- 8.4 The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.
- 8.5 In the event of any restrictions being imposed by the NDMC, security agencies, traffic agencies, or any other authority in the working area, Contractor/agency shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-
- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
 - b) The Contractor/agency shall inform in advance, the truck registration numbers, ownerships of the trucks, names and address of the drivers;
 - c) Labour huts/ stay of workmen will not be allowed at project area and in NDMC area;
 - d) The Contractor/agency shall be responsible for behavior and conduct of his staff. The Contractor/agency shall engage no staff with doubtful integrity or having a bad record;
 - e) The workers of the Contractor/agency should strictly observe code of conduct and manner befitting security. If any employee of the Contractor/agency fails to absolve proper conduct, the Contractor/agency shall be liable to remove him from deployment, immediately in receipt of the instructions of the NDMC;
 - f) The Contractor/agency shall be responsible for the conduct and behavior of its workers employed for the work;
 - g) The NDMC shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc.

Similarly, Contractor/agency reserves the right to change the staff as per its requirement;

- h) The NDMC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Contractor/agency consequent upon any injury/ mishap.

8.6 Indemnity Clause

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

8.7 Applicable Law(s)

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

8.8 Integrity Pact

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

8.9 Documents and Information

The documents including this RFP document and all attached documents, provided by the NDMC are and shall remain or become the property of the NDMC and are transmitted to the Contractors solely for the purpose of preparation and the submission of a Bid in accordance herewith. Contractors are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Contractors, and the NDMC will not return to the Contractors any Bid, document or any information provided along therewith.

8.10 Language

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

8.11 Conflict of Interest

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

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

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

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

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

8.12 Loss and Theft of Property

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

8.13 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

8.14 Notices

(Er Rakesh Kumar)
Executive Engineer(E)C-IV

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

If to NDMC:

_____ (designation of authorised officer)

Fax No. _____

If to the Contractor/agency:

The _____ (Designation)

Fax No. _____

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

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

8.15 Interest

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Any sum which becomes payable under any of the provisions of this Agreement by the Contractor/agency to the NDMC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Contractor/agency to the NDMC. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the NDMC.

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

8.16 Waiver

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

9 PUNITIVE CLAUSE

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

9.1.1 **Implementation SLAs:** These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the deliverable. These SLAs

will be applicable for commissioning of the project (upto GO-LIVE). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Contractor/agency would be charged with penalty as follows:

Delay (per day)	Penalty value
Up to 98%	No deduction
Between 98- 95%	Rs 2000 per pole
Between 95-90%	Rs 10000 per pole
Below 90%	Not acceptable. NDMC will forfeit performance guarantee/security deposit and the contractor/agency will be black listed/debarred from tendering.

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

9.1.2 Compensation for delay

If the contract fails to maintain the required progress to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the NDMC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer (whose decision in writing shall be final and binding) may decide on the amount of bid value of the work for every completed day/month (as applicable) that the progress remains slow as specified in RFP or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work @ 1.5% per week delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed **10%** of the bid Value of work or to the bid Value of the item or group of items of work which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the NDMC. In case, the contractor does not achieve a particular milestone mentioned in RFP, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such with held amount.

9.1.3 Post-Implementation SLAs

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

quarter basis.

9.1.3.2 Penalty levied for non-performance as per SLA requirements shall have to be deposited by the Contractor/agency at the completion of each quarter within 10 days otherwise interest will be charged @ 15% per year from the date of non-payment of these penalties.

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

9.2 Penalties shall not be levied on the Contractor/agency in the following cases

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

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

10 FORCE MAJEURE

10.1 Definition of Force Majeure

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

10.2 Force Majeure events

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

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

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

10.3 Notification procedure for Force Majeure

10.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes

the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.

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

10.4 Allocation of costs arising out of Force Majeure

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

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

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

10.6 Consultation and duty to mitigate

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

efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

11 EVENTS OF DEFAULT AND TERMINATION

11.1 Events of Default

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

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

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

11.2 No Breach of Obligations

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

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

11.3 Termination due to Events of Default

11.3.1 Without prejudice to any other right or remedy which the NDMC may have in respect thereof under this RFP document, upon the occurrence of a Event of Default, the NDMC shall be entitled to terminate this Agreement as hereinafter provided.

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

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

11.4 Termination Notice

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

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

11.5 Obligation of Parties

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

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

11.6 Withdrawal of Termination Notice

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

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

11.7 Termination Payments

Upon Termination of this Agreement, the NDMC shall be entitled to receive Termination Payment / Performance Bank Guarantee furnished by the contractor/agency, and all the assets and services created under this project will become the property of NDMC.

11.8 Rights of NDMC on Termination

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

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

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

- (iv) Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the contractor/agency in connection with the Project, and the handback of the Project Site/facilities by the contractor/agency to NDMC shall be free from any such obligation.
- (v) Notwithstanding anything contained in this Agreement, the right of NDMC to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the contractor/agency fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the contractor/agency shall be liable to pay to NDMC and NDMC shall be entitled to recover from the

contractor/agency, an amount that represents a genuine estimate of the losses, damages and costs suffered by NDMC by way of liquidated damages. Such liquidated damages shall be recoverable from the Termination Date to the date when NDMC receives vacant and peaceful possession of the Project Facilities. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to NDMC against the contractor/agency who shall be deemed to be a trespasser in illegal and unauthorized possession and occupation of the Project Site and Project Facilities, upon Termination.

11.9 Rights of Parties

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

11.10 Early Determination

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

12 DISPUTE RESOLUTION

12.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the

authorized representatives of both the parties (NDMC and contractor/agency). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.

12.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of NDMC, New Delhi only.

12.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Contract Agreement, the contractor/agency shall continue to perform and make due payments to NDMC as per the Contract Agreement.

13 LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the contractor/agency. In the event of delay or any gross negligence, for causes attributable to the contractor/agency, in meeting the deliverables, the NDMC shall be entitled at its option to recover from the contractor/agency as agreed, liquidated damages, as per the rates mentioned in Service Level Agreement and elsewhere mentioned in this RFP document.

14 EXIT MANAGEMENT SCHEDULE

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

14.2 Transfer of assets:

14.2.1 The contractor/agency shall within fifteen (15) days of the expiry of the operation and maintenance period or termination of the Contract Agreement, whichever is earlier, hand over all the assets and services belonging to the NDMC, in proper working condition to the NDMC.

14.2.2 In case if any hardware and software is not functional at the time of such handing over, the contractor/agency will get it rectified at his own cost within 30 days of such handing over otherwise NDMC will get it rectified at the risk and cost of the contractor/agency.

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

14.3 Cooperation and Provision of Information

During the Exit Management Period:

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

required by the NDMC to understand the methods of delivery of the services employed by the contractor/agency and to assist appropriate knowledge transfer.

15. SCOPE OF WORK

The rate quoted by the firm should be inclusive the following scope of work:-

1. Design & Technical Specifications with Schedule of Quantities for the proposed work of Pilot project for Kaka Nagar, residential Colony, (including service lane, back lane & Park), New Delhi with LED of 2400k-2700k CCT (warm light) including control and monitoring of individual streetlight) must be submitted by the bidder.
2. The scheme is to include Design, Installation and Execution of work of Pilot project for Kaka Nagar, residential Colony from Kaka Nagar, residential Colony, New Delhi with LED of 2400k-2700k CCT (warm light) including control and monitoring of individual streetlight with suitable LED additional luminary on each pole at the turning point to achieve the required lux level as defined in the clause 15, scope of work of RFP, by replacing existing HPSV fittings with following provisions:
 - (i) Yellow light LEDs closer to High Pressure Sodium Vapour Light (HPSV) are to be used.
 - (ii) The entire upgraded LED streetlight system has to be smart & intelligent controllable from proposed NDMC Command and Control Centre for which the bidders shall make necessary arrangement for integration.
 - (iii) LED Streetlight System shall have individual control and monitoring of each streetlight.
 - (iv) LED Streetlight System shall have diming provision of individual streetlight from 100% to 0%.
 - (v) For individual control of luminary up to the gateway / concentrator the type of communication can be wi-fi/radio frequency/ZigBee/LoRA/GPRS system or any other technology & from gateway / concentrator to Data Centre GPRS system or any other suitable technology would be considered for effective operation. The smart street lighting system should be communicating using two technologies. One will be primary

& the secondary will be used as standby mechanism in case primary communication fails.

- (vi) The smart street lighting system should be able to operate at any weather conditions.
- (vii) The smart street lighting system should have the capability to receive the instructions from the Lighting Operations Management software and act accordingly.
- (viii) The Lighting Operations Management software should have the capability to apply policies to the smart lighting system. Example: set up policies like light up alternate lights during low traffic density, increase the luminosity of the lights as per the dullness of the day lights etc.
- (ix) The city administration should be able to see the real time status of the Smart Lighting system on a city map view of the Lighting Operations Management software.
- (x) The smart lighting system should be able to communicate the system issues or failures to the Lighting Operations Management software.
- (xi) The controller should be able to operate autonomously as per the defined schedules and light level sensors.
- (xii) Complete system should enable Over the Air (OTA) firmware update.
- (xiii) Instant Alarm management: Failures are recorded, identified and localized in real-time. Information should be automatically sent to operators by a mobile telephone call, SMS or mail.
- (xiv) Third Party Integration: The system should be on open sources so that it can be integrated with third party.
- (xv) Fall-back scenario: In case of control issues, the system should be able to switch to a default program ensuring that the lighting installation does not turn off and continues to provide safety in the public space.
- (xvi) Lighting solution should have following feature to ensure integration with Smart City Digital platform:
 - a) Lighting solution should provide APIs to connect to Centralized Smart City Digital Platform to enable device data to be collected and facilitates cross-domain use cases by Smart City Digital Platform.

- b) Lighting Solution should support the following standards such as Web sockets, REST APIs and typical formats like HTML, JSON etc to have integration with Smart City digital Platform.
- c) Lighting solution should have capability to expose information to enable Smart City Digital Platform to project energy consumption graphs and implement policy on per-light control nodes.
- d) Lighting vendor should provide the all the APIs information to Smart City Digital Platform vendor and should own the integration and deployment efforts along with Smart City Digital Platform vendor to aggregate the Smart Lighting services on Smart City Digital Platform dashboard.
- (xvii) The existing streetlight poles about 182 nos. including allied infrastructure are to be dismantled and to be upgraded by installation of
- (xviii) LED Streetlight in place of HPSV fittings & the bidders have to submit their offer for design based proposal for maintaining illumination intensity / LUX level at ground as per the following Delhi Transco Guidelines:

Classification	Type of Road	Remarks	Illuminance Criteria (Maintained Values) Eavg. / Emin:Eavg / Emin: Emax
A1	Dual / Single Carriage Way	Width of Carriageway >10.5, 12, 14, 16, 18, 20, 30m	35/0.4/0.33
A2	Single Carriage Way	Width of Carriageway >7m up to 10m	25/0.4/0.33
A3	Single carriageway	Width of Carriageway <7m Colony Roads	20/0.4/0.33
Slip/Service Road	Single Carriageway with Slow Speed Traffic	Width of Carriageway 4m, 5m, 6m	20/0.4/n.a.
Pedestrian Walkways/ Cyclist pathway	Single Carriageway, No motorized traffic	Width of Pathways 3m	15/0.4/n.a.
Pedestrian Crossings	Pedestrian Cross Over Points	Clear Demarcated Zebra Crossings	50 lux
Bus Bays	Bus Alighting Points	Demarcated Bus Points	50 lux

Junction 1 : 30-50m dia		50 lux/0.4
Junction 1> 15-20m dia		30 ux/0.4

(XIX) While designing, an overall maintenance factor of 0.75 shall be taken into account Pollution Level, Product Tolerances etc for 7 years.

3. The spacing between the successive poles / luminaries should be such that the space-height ratio is greater than 3 to preserve longitudinal uniformity.
4. Make of LED NICHIA/OSRAM/PHILIPS-LUMILEDS/CREE/SEOUL-SEMI CONDUCTOR/Samsung/Ever Light
5. Time for rectification of any problem / fault in the system will be maximum 18 hours.

16. TECHNICAL SPECIFICATION OF CABLE LAYING, STREETLIGHT POLES & EARTHING

16.1 Technical Specifications For Cable Laying In 90 mm Dia, Medium Class HDPE/DWC Pipe:

1. The Cable laying work shall conform generally to specification as per IS 1255 latest edition and also according to Indian Electricity Rules.
2. Where one LT Cable direct in soil is to be laid in a trench, the trench shall be excavated 0.90 mt. deep and not less than 0.30 mts wide. If, however, more than one LT cables are to be laid in the same trench under individual brick tiles, width of the trench shall be increased by 23 cm for each extra cable. Where it is not possible to excavate 0.90 mts deep due to unavoidable circumstances, the trench shall be excavated to the maximum possible depth and accepted subject to the approval by the Executive Engineer In charge. Proportionate deduction will be made from the contractor on this account.
3. The trench shall be excavated with a uniform cross section through out with its angles and sides square and in accordance as per the above specifications unless directed by the Engineer In charge. Where the cables are to be laid in a straight run and the trench shall be excavated in a well defined straight line and where it is necessary to divert the cable to run them in a curvature, the trench shall be excavated in an arc with a defined radius as per specifications below. Cables where laid along road berms shall run parallel to the centerline of the road. Where gradients and change in the depth are unavoidable these shall be gradual.
4. Where the cables have to be diverted, the curvature of the bends shall have a radius not less than twice the diameter of the cable drum or 20 times the diameter of the cable whichever is greater of the two.
5. The distance of the centerline of the trench from the curve or the road berm of any cable shall be decided by the Engineer In charge or his authorized representative.
6. For excavating a trench, route shall be taken between the feeding and receiving end. Route shall be decided by the engineer In charge or his authorized representative. To ensure that cable is laid in a well defined manner, the contractor shall excavate inspection pits not less than the depth of the trench to be excavated and spacing not more than 20 meter so that straight route free from existing services is followed.
7. DWC pipes laid should be properly sealed at joints, joined with Collars and both the ends with adhesive material thereby avoiding any plugging of pipe with mud etc. No extra payment will be made for this. DWC pipes shall be ISI Marked.
8. As required by the Engineer In charge or his authorized representative, cable loops shall be left for connection up to panels, pillars, road light poles, etc.
9. All cables before laying shall be tested with a 500 V megger for cables of 1.1KV grade. The cable cores tested for continuity absence of cross phasing, insulation, and resistance from conductors of earth/armored and between conductors. The contractor shall provide the megger results after completing the cable laying works.
10. The road cut should be properly filled up with material excavated from there that should be suitably rammed and compacted so that there is no hindrance to traffic and also follow all the instructions as per the road cut permission obtained from the department/other authorities.
11. The rates for laying of HDPE pipe will be given 50% if the same will be laid manually (without trenchless machine).

16.2 Technical Specifications for Streetlight Poles:

Octagonal Streetlight Pole should not be less than 6mtr height and greater than 7 mtr. height flange mounted, single dip hot galvanized steel octagonal pole with single longitudinal welding (as per BS: 5135/IS: 9595) and no circumferential welding, made from minimum 4 mm thick sheet steel and provision for fixing of single/double arm brackets, to attain minimum lux level of 35 lux on the surface of main road. The grade of Steel uses shall be S-355 JO grade as per BSEN-10025/10027 or equivalent, as per IS: 2062. Manufacturing of poles shall be done out of Manufacturer supplies straight sheet to eliminate deformity due to decoiling of rolls.

The pole manufacturing & galvanizing unit shall be ISO: 2000 & ISO 14001/Factory License to ensure consistent quality & environmental protection.

The pole shall have bottom dia 200 mm A/F & top Dia 100 mm A/F & shall be continuously tapered. The welding of pole shaft shall be done by submerged arc welding (SAW) process. The base shall be fixed by welding to the pole shaft at two locations i.e. from inside and outside.

The sheet should be bend through a CNC controlled, laser aligned single blade bending process. The galvanization of base plate shall be of size suitable for above Pole to be fixed on the RCC foundation with galvanized bolts and nuts are required with the following arrangement etc. complete as required.

- A. Galvanization of the pole and base plate shall be of single dip, hot galvanized as per IS: 2629/ IS: 2633/IS: 4759. The minimum value of average mass coating of zinc on pole and base plate should be 600 gm/m² respectively.
- B. The Octagonal pole shall be designed to sustain basic wind speed 47m/sec with 3 second gust and measured at a suitable height as per

design. The safety factor for wind load in ultimate limit state shall be taken as 1.5.

- C. Thickness: Should be 4 mm (min) continuous of entire height of octagonal pole.
- D. Thickness of bottom plate should be 20mm.
- E. The base plate shall be 320x320 mm fabricated from 20 mm thick steel (Fe 410 confirming to IS 2062) plate free from laminations.
- F. Supplying of galvanized fancy armed (Peacock type) single arm / double arm brackets of length 750 mm, with 127 mm outer dia or the bracket pipe outer dia should be suitable for fixing bracket on octagonal pole having 100 mm A/F on top continuously tapered as per schedule, complete with tightened nuts & bolts etc (as per drawing), complete as required
 - a. Galvanized Coating: Single dip hot galvanization as per IS: 2633/IS: 4759. The minimum value or average mass coating of zinc should be 600 gm/m² from both inner and outer side.
 - b. Sheet: Steel grade S-355 JO as per BSEN-10025 or equivalent, as per IS: 2062.
 - c. Welding: Should be through submerged arc welding and Seamless from inner & outer side both.
 - d. Bracket Pipe: Pipe for Bracket should be minimum of 40 mm dia of full length and the pipe should be medium class GI Pipe as per IS: 2713.
- G. Termination of 4 core cables up to 25 sq.mm size with Bakelite/DIN bar etc. but without MCB. The 4 nos Stripners of thickness 8mm and having hole of 12mm dia on 02 stripners for earthing shall be made in each pole. The terminal box shall have 02 no. hinges of size 3 inch non-detachable is to be provided with windows cover along with the allenkey locking arrangement on top and bottom of the cover of terminal box. As per drawings.
- H. The height of the cable termination box shall be 500 mm above the base plate.

Note: The make of sheet used shall be JSW Steel Ltd/Essar Steel/SAIL / Tata Steel only. The contractor/agency shall produce copies of Bill invoice

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and corresponding test reports in respect of sheet used to manufacture the poles. Pole should be in single length.

16.3 Technical Specifications for Earthing:

Earthing with G.I. earth pipe medium class 4.5 mtr long, 40mm dia including, providing and fixing 25x5mm GI strip to be welded at earth electrode end, dead end cap, thimble connection including charcoal and salt but without funnel, cover plate and masonry enclosure as required or chemical earthing with 14.2 mm dia 2 mtr length MS rod copper bounded with solid connection. The earthing results should not be more than 2 ohms.

16.4 Supplying and laying DWC pipe, confirming to IS 14930 (I&II), 90 mm outer dia. (OD) heavy class ISI marked including 2 Nos G.I. wire 6SWG for loop earthing every 5th pole or as per site requirement in ground through open trench in katchcha portion with suitable size of band (ordinary & "T" type), coupler and reducer etc. and drawing LT XLPE Cable of sizes 16 sqmm / 4C & 25 sq mm/3.5C as required at site (Only LT Cables will be provided by NDMC.)

17. Special Condition of Laying HDPE/DWC Pipe

- 17.1 PN-4 grade for HDPE & SN-4 grade for DWC pipe shall be used in work.
- 17.2 The contractor shall use only ISI marked HDPE/DWC pipes during the course of execution of work.
- 17.3 During the course of execution of work, if any accident occurs (major/minor), no compensation will be paid by the NDMC and shall be on the part of the contractor only.
- 17.4 The Engineer In Charge will decide the location of laying HDPE pipes.
- 17.5 Since the pipes will be laid in VIP roads, the traffic permission to bring the machines will be obtained by the contractor.
- 17.6 The earthing pit to lay the pipes will be dug and refilled by the contractor. The extra earth will also be removed and disposed off by the contractor.
- 17.7 The ends of the pipes shall be temporarily closed after laying the pipes.
- 17.8 The sketch showing the locations of the pipes shall be supplied in Triplicate to enable the Department to plan the cable routes accordingly.
- 17.9 Detection/scanning of the existing underground utility services should be done before carrying out the work. No extra payment shall be made for detection/scanning.
- 17.10 The contractor may be asked to lay the pipes at short notice because of security reasons in VIP area.
- 17.11 The rejected/damaged/surplus pipes shall be taken back by the contractor, nothing extra shall be paid for such materia.
- 17.12 The dia and depth of the pipes will be decided by the Engineer In Charge depending upon the capacity, size of the cable and site condition.
- 17.13 After laying the HDPE/DWC pipe, 4 mm dia 3 strands polypropylene rope of ordinary grade (as per IS: 5175-1987) shall be crossed and left inside the pipe for drawing out the cable free of cost.
- 17.14 In case of the HDPE pipe is got laid well in advance and at the time of crossing the cable at some later stage, the cable does not cross through the pipe due to one reason or the other, either the Contractor shall get crossed the cable from the pipe or shall lay another HDPE pipe of the same size at his own cost.
- 17.15 After laying the pipe, the contractor shall carry out the cleaning and rodding of pipe and perform Mandrel Test. No extra payment shall be made for this.

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- 17.16 The measurement of HDPE pipe laid across the road shall be taken as per the actual site requirement and shall not be more than one meter additional at both ends of the road.

18. General Conditions

- 18.1. Rates :- Unless otherwise provided in the description of various items of work, the rates bid by the contractor shall be for completed items of work covering all materials, labour carriage, royalties, fees, rents, sales tax, octroi, wastage, tools, plant, equipment, transport, temporary constructions, overhead charges and profits as well as general liabilities, obligation and risks, arising out of the conditions of contract and carrying out of the work in part(s) or under/ across/along pipes cables ,drains etc. complete and shall apply to all heights, depths, lead and lifts. No extra charges, whatsoever, consequent on any misunderstanding or otherwise shall be allowed.

However, in case of building works extra payment for items of concrete work, RCC work, Brick work and Stone work only above different floor levels shall be made at the rates for such items only as are provided in the Delhi Schedule of Rates for operation of these rates the floor level shall be the top of RCC slab in main room and not at the top of any sunk or depressed floor slabs.

- 18.2 No. revision in rates due to change/closure of sources of materials :- Collection of materials at the site of work for the proper execution of the work as per specifications shall include all leads and lifts. The rates of various items of work shall hold good irrespective of the quarry or source from which materials are brought so long as these conform to the specifications. Closure or change of any particular quarry or source shall not entitle the contractor to claim any revision in rates.
- 18.3 Some restrictions may be imposed by the police authorities etc. on the working and/or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and no claim of payment on this account whatsoever shall be entertained.
- 18.4 **Compensation for damage by rains, floods or other natural calamities:-** No compensation for any damage caused to the work or materials by rains, floods or other natural calamities shall be paid to the contractor. The contractor shall have to make good all such damages at his own cost as per the directions of the Engineer-in-charge failing which the damages shall be made good by the Engineer-in-charge at the risk and cost of the contractor.
- 18.5 **Work on Sundays and holidays :-** If the contractor shall execute any work not in ordinary working hours in the absence of the Engineer-in-Charge or his authorized representative and without having previously given him sufficient notice in writing that such work were about to be executed, he shall take up and reconstruct any work so executed at his own cost and

expenses if ordered to do so by the Engineer-in-Charge in writing under his hand.

- 18.6 **Work not done in ordinary working hours** :- If the contractor shall execute any work, not in ordinary working hours, in the absence of the Engineer-in-charge or his authorized representative and without having previously given him sufficient notice in writing that such work was about to be executed, he shall take up and reconstruct any work so executed at his own cost and expenses, if ordered to do so by the Engineer-in-charge in writing under his hand.
- 18.7 **Clearance of site** :- The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor by giving him one day notice.
- 18.8 **Disposal of materials of offensive nature** :- All night soil, filth or other materials of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface of any street, road or where it is likely to be a nuisance or passed into any sewer or drain, but shall at once be removed by the contractor from the site to suitable dumping ground.
- 18.9 **Facilities to other contractors** :- The contractor shall in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized agency which may be employed at the site on execution of any work not included in this contract or of any contract which the N.D.M.C may enter into in connection with or ancillary to the work.
- 18.10 **Work in different parts to be executed simultaneously** :- The contractor shall progress in the different parts of the work simultaneously as far as possible so that minimum breakage and repairs are involved. The entire work shall be handed over in a satisfactory finished state.
- 18.11 **Conditions regarding taking over completed portion of work** :- During the progress of the work, completed portions of the work may be put to use by the Engineer-in-charge and the contractor shall remain fully responsible for maintenance of the work till the entire work covered by the contract is satisfactorily completed and a certificate of completion given by the Engineer-in-charge. Maintenance of the work during the defect liability period shall be governed by the relevant clauses of conditions of contract.
- 18.12 **Possession of site** :- The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the

site plan and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, such use or occupation shall not confer any right of tenancy of the land to the contractor and the contractor shall vacate the land on demand by the Engineer-in-charge.

- 18.13 **Occupation of private land** :- The contractor shall not, except with the consent of the occupiers thereof, form temporary roads nor cart any earth or materials nor place any excavated or other materials and T & P upon private land and any damage done to any property whatever contiguous to the work or otherwise shall be at the sole risk and cost of the contractor. The contractor shall also pay for all damages caused by or incidental to the work in whatever manner occasioned and shall indemnify the N.D.M.C from any liability in respect thereof, and the amount of any claim made upon it in consequence of such damages by the contractor, which it may have to pay, shall be deducted by the Engineer-in-charge from any money due to or may become due to the contractor.
- 18.14 The contractor shall not occupy or obstruct by his operations more than one half of the width of any road or street at any one time. However, in unavoidable conditions the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road to vehicular traffic and the foot walks shall be kept clear at all times. The contractor shall at his own expense and charges, provide and maintain in good working condition all fencing, boarding, strutting, diversions, barricades, cautionary signs, signals, speed limit boards, red and green flags and red light at night with sufficient number of chowkidars and other safety measures while the work is in progress or blocking or cutting roads and laying pipe lines or where ever otherwise necessary and all enclosures for materials or T & P on works, for protection of public and proper guidance of traffic. The signs set up shall be of approved design and of reflectory type if so desired. Temporary warning lamps installed at all barricades during the hours of darkness shall be kept lit at all times. The contractor shall also provide suitable passage ways over the trenches for access to various buildings, roads and service lanes etc.
- In case the contractor fails to comply with the aforesaid arrangements, the same shall be made by the Engineer-in-charge at the risk and cost of the contractor.
- 18.15 The contractor shall store materials, whether brought by the contractor or supplied by the N.D.M.C keep the T & P, install water & power system, electrical and mechanical equipments and construct all temporary structures etc. on the site only at places approved by the Engineer-in-charge. Should such places be required by the Engineer-in-charge for any other purposes, the contractor shall clear the places within such time as may be instructed

by the Engineer-in-charge. In case of default, the same shall be got cleared by the Engineer-in-charge at the risk and cost of the contractor.

- 18.16 Temporary access to the site :- The contractor shall provide on site temporary access to the site and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damages done to the site.
- 18.17 The contractor shall be bound to bear the expenses of defense of every suite, action or other proceedings at law that may be brought by any person for injury sustained or damages to any property, whatsoever, which may arise out of or in consequence of the construction and maintenance of works owing to neglect of the proper precautions and to pay any damages and costs which may be awarded in such suite, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by such person. He shall also indemnify and keep indemnified the N.D.M.C against all damages and costs consequent upon such claims arising from any such injuries or damages to person(s) or property.
- 18.18 All other provisions remaining unchanged, the contractor shall be allowed to pitch tents only as per the instructions of the Engineer-in-charge in place of huts (now not allowed) of walls and roofs of prescribed specifications for labour and other alike structures, temporary or otherwise including sanitary arrangements, as per the provisions of Model Rules and Fair Wage Clause
- 18.19 **Income tax deductions** :- Income tax, as applicable under the Income Tax Rules framed from time to time by the Govt. of India, at the prescribed rates shall be recovered from each bill of the contractor.
- 18.19 A. **VAT Tax deductions**: - VAT applicable under Delhi Value Added Tax (**VAT**) Act, Department of Trade and Taxes, Govt. of NCT of Delhi at the prescribed rates shall be recovered from each bill of the contractor.
- 18.19 B. **Cess @ 1%**, or as applicable, of the cost of construction/work incurred by an employer for the purpose of Building and other Construction workers (Regulation of Employment and conditions of service) Act 1996 shall be deducted at source from the Bills of the Contractor/firms.
- 18.19 C. The contractor have to submit a certificate along with copies of returns submitted to the Deptt. of Trade and Taxes that up to date returns have been filed by him/them.
- 18.19 D “The goods, including for works contract, shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. The delivery of goods shall also be made from Delhi. The bidder dealer or its authorized distributor, as the case may be, who supplies the goods should

be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/ guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor. Further, the quoted bid price in the RFP shall be inclusive of all taxes and duties.”

- 18.20 Treasure, trove, fossils, etc.: All fossils, coins, articles of value or antiquity, any structures and other remains or things of geological and archaeological interest discovered on the site shall be absolute property of the N.D.M.C and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out the Engineer-in-charge’s directions as to the disposal of the same.
- 18.21 Arrangements for electric connection: - The contractor shall make his own arrangements for obtained electric connection, if required, and make necessary payments direct to the department concerned.
- 18.22. The contractor shall submit, if desired, samples, drawings, equipment characteristics and capacity data etc. of equipments, accessories, devices etc. that he proposes to use in the installations (if any) to the Engineer-in – charge for approval.
- 18.23 Provision of appliances at site: - The contractor shall provide and maintain at his own cost appliances at site in good working condition required for conducting tests at site such as balance, set of standard sieves and dial type thermometer etc. complete as per requirements of the Engineer-in-charge in order to enable the Engineer-in-charge or his representative to conduct field tests etc. to ensure that the quality of work is in accordance with the prescribed specifications.
- 18.24 Potholes and depressions shall be repaired at least one day prior to surfacing of the road.
- 18.25 The contractor shall remove all bitumen spots on kerbs and channels and all heaps of wasted mix from gully gratings, bell mouths and other interception arrangements at the end of day’s work failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor.

19 SPECIAL CONDITIONS

- 19.1 The department will not take any responsibility in case of any accident/injury to the labours during working. The firm shall take all safety measures and welfare of the labours.

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- 19.2 Traveling/daily allowances shall not be payable to the Contractor, its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer's office or any other place in Delhi.
- 19.3 The scope of work broadly described herein and assigned to Contractor, as their area of responsibility is inclusive of all consultancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such consultancy services will not entitle the Contractor to charge any additional fees in as much as the same are included in the overall professional fees payable to them.
- 19.4 No sub contracting of any work or part of a work would be allowed without prior approval of the NDMC / Engineer- in-charge.
- 19.5 No escalation in rates due to any reasons, statutory or otherwise shall be allowed.
- 19.6 The staff provided by the contractor to the office are in case found to be indulging in any undesirable or unfair activities at site, the contractor will solely be responsible for all the consequences apart from the liberty to lodge complaints before appropriate authorities.
- 19.7 Any work not mentioned in the schedule of work and which is essentially required for entire completion of the work: **“Execution of Pilot Project of design, supply, installation, and commissioning of Smart Street light Poles having Smart LED Street Light with LED of 2400K–2700K CCT (warm light) including control & monitoring of individual streetlight at Kaka Nagar, residential Colony, New Delhi.”**
- 19.8 are deemed to have been included in the scope of work. Nothing extra on any such account shall be paid.
- 19.9 Any damage is caused to any equipment/or items available at the premises due to negligence of the contractor, the amount so involved on this account shall be deducted from the contractor's bill.
- 19.10 The contractor must be registered with Labour Commissioner and have a service base in Delhi.
- 19.11 The contractor shall strictly comply with the terms and conditions of agreement. In case of violation of any of the terms, the action will be taken as per the agreement.

- 19.12 No tools & plants including special T & P etc. shall be supplied by the NDMC bid rates shall be for complete work covering all materials, labour, carriage, machinery & equipment's, royalties fees, rent, excise duty, custom duty, sales tax, etc. Sales tax on works contract tax (if any), Octroi, entry tax, wages, tools and plants transportation risks, overheads, general and special liabilities / obligations as mentioned and profits etc. Contractor shall pay necessary taxes, such as sales tax, Central excise duty, customs duty etc. as above to relevant authorities.
- 19.13 The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to be rendered to NDMC and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify NDMC against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which NDMC may be party or involved as a result of the contractors failure to comply and of the obligation under the relevant act law which the contractor is to follow.
- 19.14 The defect liability period will be for **seven years** after commissioning date of the work, hence Bank guarantee in lieu of performance guarantee shall remain stand for defect liability period. The security deposit and Bank guarantee shall be released after satisfactory completion of Guarantee Period. The security deposit shall be deducted from the first running / final bill, however it will be ascertained that 7.5% of bill amount must be reserved in the form of P.G. and S.D.
- 19.15 Mock-up of 4 nos. streetlight points / poles, complete in all respect as required as per the Pilot Project, is to be carried out by the eligible bidders within 10 days after intimation from NDMC to show the performance and a presentation is to be given by the firm before the sub-committee of NDMC official before opening of the Financial Bid. The decision of sub-committee will be final and acceptable to the bidder. The financial bid of only successful presenter will be opened.
- 19.16 Specifications and drawings of complete project shall be got approved by the firms from NDMC before execution of work at site.

19.17 NDMC / CPWD / IS standard specifications for cables / wires, streetlight pole, earthing, cable-laying etc shall be followed by the firms during execution of work for which prior approval of NDMC shall be obtained by the firms.

19.18 The firm shall carry out Ground Penetration Radar Survey (GPR Survey) before laying of cables in ground and shall be submitted to NDMC for road cut permission for which nothing shall be paid extra.

19.19 The dismantled poles and cables are to be retained by the contractor / firm and due credit for the same will be given / quoted in the rates. The dismantled HPSV fittings with chokes and lamps are to be handed over to NDMC.

19.20 7 years warranty of complete system and 2 years operations and maintenance of complete system including all accessories will commence from the date of commissioning.

19.21 Insurance Requirements:

Before, commencing execution of works, unless stated otherwise in the Special Conditions of Contract, it shall be obligatory for the Contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Contractor's All Risk and Thirty Party Cover.
- b) Liability under the Workmen's Compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition Act, 1970.
- c) Accidents to Staff, Engineers, Supervisors and other who are not governed by Workmen's Compensation Act.
- d) Damage to material, machinery and works due to fire, theft etc.
- e) Any other risk to be covered by insurance as may be specified by the employer in the special conditions of contract.

20. **Other Terms & Conditions**

20.1 The rate quoted by the Firm should be inclusive of all applicable taxes. Nothing will be paid extra in terms of any tax.

20.2 The rates should be inclusive of all any type of Civil works, Electrical works, Mechanical Works, IT Works or any other works which is required for successful operation of the system.

20.3 Any statutory requirement regarding permission from the civic body will be in the scope of work of firm. NDMC will facilitate in such process requirement.

20.4 NDMC reserves the right not to carry out any portion of the work or item of schedule of work without assigning any reason to the contractor.

21. Payment Terms

S.No.	Item	Payment
1	On supply of complete material such as Poles, Fittings and Controllers etc at site.	50% of the contract value
2	Installation of above Poles and Fittings including Integration of required network as per technical/special specification.	15% of the contract value
3	Testing, commissioning and successful operation of LED Street Lights.	15% of the contract value
4	On completion of 2 years operation and maintenance period successfully.	20% of the contract value

22. Schedule of work

S. No.	Description	Qty.	Rate	Amount (in Rs.)
1	Design, Supply, Installation, Testing and Commissioning of Pilot Project for Kaka Nagar, Residential Colony, New Delhi with LED of 2400K-2700K CCT (warm light) having system of ON/OFF & dimming, measuring parameters including monitoring and control of individual streetlight, providing Octagonal poles of suitable height & brackets on RCC foundations, P/F SCADA/Control Panel/ Concentrator, laying suitable armoured cable (cable will be provided by NDMC), earthing of poles & panel, replacing existing HPSV fittings, Poles, cables, with 7 years warranty of complete system and 2 years operations and maintenance of complete system, etc complete as required at site and approved specifications.	1 job		
2	Dismantling of existing Poles, HPSV fittings and cables after commissioning of new system. (The rates be quoted considering that HPSV fittings with chokes and lamps are to be handed over to NDMC and rest of dismantled material will be retained by bidders.)	1 Job		
TOTAL				

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Letter Comprising the Application for Bid Submission

Dated:

To,
Chief Engineer (E)-I
NDMC
Palika Kendra,
New Delhi

Sub: Application for **“Execution of Pilot Project of design, supply, installation, and commissioning of Smart Street light Poles having Smart LED Street Light with LED of 2400K–2700K CCT (warm light) including control & monitoring of individual streetlight at Kaka Nagar, residential Colony, New Delhi.”**

Dear Sir,

With reference to your RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my proposal for the aforesaid project. The Application is unconditional and unqualified.

2. I/ We acknowledge that the NDMC will be relying on the information provided in the Application and the documents accompanying such Application for Technical and Financial qualification for the aforesaid project, and we certify that all information provided in the Application and in Annexes 1 to 8 are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of selection of preferred applicant for the aforesaid Project.

4. I/ We shall make available to the NDMC any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of the NDMC to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;

(b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the NDMC or any other public sector enterprise or any government, Central or State; and

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(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clauses of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the eligibility criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for this RFP process.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. [I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP document, we shall intimate the NDMC of the same immediately.

16. The Statement of Legal Capacity as per format provided at Annexure-5 of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Annexure-4 respectively of the RFP, are also enclosed.

17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

20. We agree and undertake to be jointly and severally liable for all the obligations of the Agreement till occurrence of Financial Close in accordance with the Agreement.

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

Name and seal of the Applicant/ Lead Member

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Details of Applicant / Bidder

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as per Annexure – 2 should be submit with the bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

SI.	Name of Member	Role and responsibilities	and	Percentage of equity in Consortium

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instructions of RFP document.

- (d) The following information shall also be provided for each Member of the Consortium:

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Name of Applicant/ member of Consortium:

No. Criteria Yes No

No.	Criteria	Yes	No.
	Has the Applicant/ constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Technical Capacity of the Bidder @

Applicant type*	Member Code*	Experience of Projects	Remarks
(1)	(2)	(3)	(4)
Single Entity Applicant			
Consortium Member 1			
Consortium Member 2			
Consortium Member 3			
Consortium Member 4			

@ Provide details of only those projects that have been undertaken by the Applicant under its own name.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored.

* Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, OM means Other Member.

Add more rows if necessary.

**Financial Capacity of the Applicant
(In Rs. crore)**

Applicant Member (1)	Member Code £ (2)	Turnover			Net Worth
		Year 15-16 (3)	Year 14-15 (4)	Year 13-14 (5)	Year 15-16 (6)
Single entity Applicant					
Consortium Member 1					
Consortium Member 2					
Consortium Member 3					
Consortium Member 4					

Name & address of Applicant's Bankers:

\$ An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

£ For Member Code, see instructions at of this Annexure-I.

- The Applicant should provide details of its own Financial Capacity.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:

(a) reflect the financial situation of the Applicant or Consortium Members and its/their Associates where the Applicant is relying on its Associate's financials;

(b) be audited by a statutory auditor;

(c) be complete, including all notes to the financial statements; and

(d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

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3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Annexure-2 of the RFP document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with the RFP document.

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Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20.....

AMONGST

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

AND

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

AND

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

AND

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

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

WHEREAS

(A) New Delhi Municipal Council(NDMC), represented by its Chairman and having its principal offices at Palika Kendra, Sansad Marg, New Delhi (hereinafter referred to as the **"NDMC"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications"**) by its RFP No. dated(the "RFP") for Selection of Bidder for **"Execution of**

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Pilot Project of design, supply, installation, and commissioning of Smart Street light Poles having Smart LED Street Light with LED of 2400K–2700K CCT (warm light) including control & monitoring of individual streetlight at Kaka Nagar, residential Colony, New Delhi.”.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project. The lead member of consortium will enter into an Agreement with the NDMC and for performing all its obligations as the contractor/firm in terms of the Agreement for the Project.

4. Role of the Parties

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

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

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- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/
Other Member of the Consortium.}

5. **Joint and Several Liability**

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



6. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

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

8. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
FOURTH PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

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1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

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Power of Attorney for signing of Application

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

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

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

For

..... (Signature, name, designation and address)

Witnesses:

- 1.
2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

(Er Rakesh Kumar)
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- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Power of Attorney for Lead Member of Consortium

Whereas the NDMC has invited applications from interested parties for the **“Execution of Pilot Project of design, supply, installation, and commissioning of Smart Street light Poles having Smart LED Street Light with LED of 2400K–2700K CCT (warm light) including control & monitoring of individual streetlight at Kaka Nagar, residential Colony, New Delhi.”**

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at

M/s. having our registered office at

M/s.having our registered office at, and

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

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

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

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

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

— *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders'*

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resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

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Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

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

* Please strike out whichever is not applicable.

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Executive Engineer(E)C-IV

(Er N P Singh)
Asstt Engineer(E)C-IV

PRE-CONTRACT INTEGRITY PACT

General

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

Whereas the Principal/Owner proposes to procure (Name of work the Store/Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

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

Now, therefore,

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

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during RFPing, 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 Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and 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).

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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 the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.

3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

3.5 **Deleted.**

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 agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.

3.7 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.

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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 the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also 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, either to principal/owner or to IEMs so appointed by NDMC.

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 the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of RFP. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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 New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the RFP 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 form the RFP process or the contract, if already awarded, can be terminated for such reason.

5. Deleted.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Gurantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).

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(iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) form a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.

(vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).

(vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.

(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.

(x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (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.

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

7. Fall Clause : Deleted

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8. Independent External Monitors

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

8.2 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.

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

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

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

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

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

8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/ Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. 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.

12. Validity

12. 1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

12.2 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.

13 The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner

Name of the Officer,
Designation

Bidder(s)/Contractor(s)
Chief Executive Officer

New Delhi Municipal Council

Witness

1. _____ 1. _____

2. _____ 2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

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Form of Performance Security/Bank Guarantee Bond.

In consideration of the New Delhi Municipal Council (hereinafter called N.D.M.C) having offered to accept the terms and conditions of proposed agreement between.....and.....(hereinafter called "the said contractor(s)").....forthework.....(hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the contractor (s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We.....(herein after referred to as "the Bank" hereby undertake (indicate the name of the Bank) to pay to the NDMC an amount not exceeding Rs..... (Rupees.....only) on demand by the NDMC.
2. We.....do hereby undertake to pay the amounts due and payable under this ,(indicate the name of the Bank Guarantee without any demure, merely on a demand from the NDMC 's stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We, the said bank further undertake to pay to the NDMC: any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suite or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and un-equivocate. The payment so made by us under this bond shall be a valid discharge of our liability for payment there-under and the contractor (s) shall have no claim against us for making such payment.
4. We.....further agree that the guarantee herein contained shall remain in full force(indicate the name of Bank)and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the NDMC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We.....further agree with the NDMC that the NDMC shall have (indicate the name of Banks) the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone or any time or from time to time any of the powers exercisable by the NDMC against the said contractor (s) and to forbear or enforce any of the terms and conditions relations to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the NDMC or any indulgence by the NDMC to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We..... lastly undertake not to revoke this guarantee except with the (indicate the name of the Bank) previous consent of the NDMC in writing.
8. This guarantee shall be valid uptounless extended on demand by the NDMC notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rs.....only)and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the.....day
of.....for.....(indicate the name of
the Bank.

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Format- II for - AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED

I, _____ sole proprietor/partner/authorized signatory of M/s. _____ sole proprietorship/partnership firm/public/private limited company, having its principal place of business/ registered office at.....(Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s _____ /
Or

That ours is partnership firm having partners as under:-
Full Name of partners.

- (a)
- (b)
- (c)
- (d)

Or

That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act, 1956/Companies Act, 2013.

(Delete which is not applicable while typing affidavit)

If proprietorship a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

2. That I hereby confirm and declare that my/our firm/company M/s..... is not blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt. deptt. from participating in the tender as on date.
3. That I hereby confirm and declare that my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of fertilizers for industrial use or any other essential commodity during last five years.
4. That I further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the GNFC. Besides, GNFC shall be entitled to take all such actions as may be deemed fit including termination of contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.

5. I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of the Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at on..... that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

DEPONENT

(Signature & Seal of Notary)

Page 2 of 2