

Delhi Transport Corporation



07/08/2020

Bids (e-tender) are invited for
Request for proposal for

Bid document for Licensing of Spaces for installation of Mobile Network Towers at 61 DTC Depots/ Terminals/ Units/ Staff Colonies through open e-tender.

**RFP/Bid Document can be downloaded from
<https://govtprocurement.delhi.gov>.**

Delhi Transport Corporation
Office of the Sr. Manager (E) HQ
I.P. Estate: New Delhi.

E-Tender for Licensing out Space for Installation of Mobile Towers

Last date and Time for submission of Bids: - 04.09.2020 up to 15.00 Hours.

Date and Time for opening of Bids: - 04.09.2020 up to 15.30 Hours.

S. No.	Description	Monthly License fee of space per sqm. for Mobile Towers (Reserved Price)	Earnest Money for each station (Mobile Tower)	Time Period of agreement
Sr. Mgr. (Elect.) 2020	Licensing out 61 DTC spaces for installation of Mobile Network Towers at various DTC Depots/Terminals/Units/ Staff Colonies and Terminals Bidders are also allowed to choose & quote for preferable sites.	Rs. 14,763/-	<i>Rs 90,000/-</i>	06 Years

Detailed terms and conditions can be downloaded from the website:
<https://govtprocurement.delhi.gov.in>.

The Bidder shall note that they will have to deposit earnest money equal to multiplication @ Rs. 90,000/- each of quoted preferable sites. For example, if number of preferable sites quoted are 10 nos. then EMD shall be Rs.90,000/- X 10 Nos.= Rs. 9,00,000/- for 10 locations.

Sr. Manager (Elect.)HQ
Delhi Transport Corporation
I.P. Estate, New Delhi

DELHI TRANSPORT CORPORATION

TENDER NOTICE

Delhi Transport Corporation, I.P. Estate HQ, New Delhi invites Bids for Licensing of space for installation of Mobile Towers in two bid system on behalf of the MD, Delhi Transport Corporation New Delhi from those firms which are registered with Department of Tele Communications Govt. of India for Infrastructure Provider Category-I (IP – 1), which shall be received up to 15.00 hours on dated 04.09.2020 for the following work.

NIT No.	Description	Monthly License fee per sqm. of space per location for Mobile Tower (Reserved Price)	Earnest Money for each Station (Mobile Tower)	Time Period of agreement	Last date & Time of submission of tender documents	Date & Time of Opening of tender.
Sr. Mgr. (Elect.) 2020	Licensing out 61 DTC spaces for installation of Mobile Network Towers at various DTC Depots/ Terminals /Units/ Staff Colonies. Bidders are also allowed to choose & quote for preferable sites.	Rs ,14,763/-	90,000/-	06 Years	04.09.2020 15.00 hrs.	04.9.2020 15.30 hrs.

The Bidder has to quote over and above the reserved price mentioned above and shall have to deposit Earnest Money equal to multiplication @ Rs.90,000/- each of preferable sites, for example if number of preferable sites quoted are 10 nos. then EMD shall be Rs. 90,000/- x 10 Nos.= Rs.9,00,000/- for 10 locations.

The Earnest money shall be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form on A/C No. 1075808661, IFCS Code: CBIN0281467, MICRO Code: 110016053, Branch Address : I.T.O Vikas Minar, New Delhi 110002 issued in favor of MD, Delhi Transport Corporation, I.P. Estate, New Delhi only. Interested bidders will have to submit scanned copies of the i) EMD deposit ii) Copy of Registration Certificate issued by the Department of Tele Communications Govt. of India for works for Infrastructure Provider Category-I (IP – 1) iii) Copy of Certificates of relevant Work Experience. The firm should not have been blacklisted/debarred by any Govt. Department/Public Sector undertaking and should not have any conflict of interest. The Average Annual Turnover during last three financial years should be 5 crores i.e. 2016-2017, 2017-2018 and 2018-2019. In the absence of these documents/incomplete documents, Bid shall not be entertained.

Note: - Please note that in order to qualify for Technical Bid, the Bidder will have to upload the scanned copies of the following documents:-

- Copy of EMD deposit for this work.
- Copy of the Registration Certificate issued by the Department of Tele Communications Govt. of India.
- Copy of Certificates of Work Experience as per tender documents.
- Letter comprising Bid as per **Annexure-II**.

- v. Duly filled and signed copy of acceptance as per **Annexure-III**.
- vi. Proof of average Annual Turnover i.e. copy of Balance Sheet duly audited and certified by its Statutory Auditor.
- vii. Power of Attorney of the Bidder issued by the Head of the Company/Board duly signed and stamped.
- viii. Undertaking required regarding blacklisted and conflict of interest.
- ix Self attested copies of PAN Card and GST Registration Certificate.
- x Undertaking by the Bidder that only one rate has been quoted in Price Bid Format and not anywhere in the Bid submitted.
- xi List of location selected by bidder as per Annexure- I

The tender documents are available on website <https://govtprocurement.delhi.gov.in>

Sr. Manager (Elect.) HQ
Delhi Transport Corporation
I.P. Estate, New Delhi

DELHI TRANSPORT CORPORATION
GOVT. OF NCT OF DELHI
I.P. ESTATE: NEW DELHI

1. Bid are invited on behalf of MD, DTC from those firms which are registered with Department of Tele Communications Govt. of India for Infrastructure Provider Category-I (IP – 1) for Licensing out 61 DTC spaces for Installation of Mobile Network Towers at various DTC Depots/Terminals/Units/ Staff Colonies. Bidders are also allowed to choose & Bid for preferable sites.

The enlistment of the bidders should be valid on the last date of submitting the Bid.

1.1 The reserved price of the monthly rent of the space for Installation of Mobile Tower is Rs. 14,763/- per sqm. Further, other miscellaneous charges which are not included in the above rent and are payable by the successful Bidder on monthly basis are as under:

- a) License fee for Cable Tray – Rs. 1932.61/- per station per month
- b) Electric Installation Charges – Rs. 384.90/- per KVA per station per month
- c) Maintenance Charge for Space – Rs. 161.05/- per quarter per sqm.
- d) Charges for Electricity Consumed- As per actual reading and based on bill received from DISCOM.
- e) Refundable Consumption Deposit: The qualified bidder will be required to deposit Consumption Deposit – Rs. 4,500/- per KVA per station.
- f) GST applicable as on the date of issuing of invoice for monthly rent.

The Bidder has to quote their price over and above the reserved price of License Fee for space. The minimum area for which the monthly rent has to be paid by bidder is average 12 sqm. of all the sites bidded i.e. locations where towers are to be installed. This means that if the successful bidder occupied average area including the area of fencing of Mobile Towers is less than 12 sqm., the successful bidder has to pay the monthly rent for average area of 12 sqm. for all the allotted locations. However, if the average area occupied for all the allotted locations including the area of fencing of Mobile Towers is more than 12 sqm., then the successful bidder has to pay the monthly rent as per actual measurement of space occupied including the area of fencing of Mobile Towers for all the locations.

1.2 Bid document can be downloaded by eligible Bidders provided they had executed similar work of the Mobile Towers in any Govt./Private premises and are registered with the Department of Tele Communications Govt. of India for Infrastructure Provider Category-I (IP – 1).

2. The work will be awarded to the Bidder with highest rates i.e. H-1 Bidder. A License Fee Agreement as per **Annexure-IV** will be entered with the successful Bidder after award of the work. Bidder shall quote his rates after considering various terms and conditions of the Bid.
3. The selected qualified Bidders shall be given 30 days time from the date of letter of award to install the Mobile Towers at the selected sites. After expiry date of 30 days, the License Fee against the allotted site/space shall start irrespective of whether the Mobile Towers have been installed by the Bidder or not. No Communication/Grievance on this account shall be entertained.
4. Tender can be downloaded from the website <https://govtprocurement.delhi.gov.in> free of cost up to 04.09.2020 (14.30 hours).

- (i) The Earnest Money Deposit (EMD) of the required amount shall be deposited in the form of an **Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form on A/C No. 1075808661, IFCS Code: CBIN0281467, MICRO Code: 110016053, Branch Address : I.T.O Vikas Minar, New Delhi 110002 issued in favour of MD, Delhi Transport Corporation, I. P. Estate, New Delhi only.** Xerox copy of the above is to be scanned and uploaded along with the Bid and the original document shall be deposited (in sealed envelope with name of work and due date written on the envelope) in the **Tender Cell Room No. 207, HQ. Delhi Transport Corporation, I.P. Estate, New Delhi** up to **15.00 hours** on due date. Failure to furnish the original Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form will entail rejection of Bids.
5. (i) Bids will be received through e-tendering by Delhi Transport Corporation, I.P. Estate, New Delhi up to 15.00 hours on 04.09.2020 and will be opened by the Authorized Representative on the same day on 04.09.2020 at 15.30 hours.
- (ii) The Bidders who are desirous of participating in e-procurement shall submit their Technical Bid, Price Bid separately in the standard formats prescribed in the Tender documents, displayed at <https://govtprocurement.delhi.gov.in>. The Bidders should upload the scanned copies of all the relevant certificates, documents etc., in the <https://govtprocurement.delhi.gov.in> support of their Technical Bids. The bidder shall sign on all the statement, documents, and certificates, uploaded by him owning responsibility for their correctness/authenticity.
6. The bidder, whose tender is accepted, will be required to furnish Performance Guarantee equivalent to 12 month's License Fee of the number of Mobile Towers allotted within the period specified in **Schedule-C** Performance Guarantee shall be deposited through **an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form only on A/C No. 1075808661, IFCS Code: CBIN0281467, MICRO Code: 110016053, Branch Address : I.T.O Vikas Minar, New Delhi 110002 issued in favour of MD, Delhi Transport Corporation** and the said amount shall remain with the Corporation till the period of expiry/completion of contract plus six months and shall be refunded without interest and after adjustment of recoverable dues, if any of the corporation.
7. List of location of the DTC space proposed for installation of mobile towers is available at **Annexure- I**. Schedule of rent of the DTC space is as per Para 1.1 over and above as per the Price quoted by the Bidder as per **Annexure-V**.
8. Bidders are advised to inspect the sites and its surroundings and satisfy themselves before submitting their Bids. A bidder shall be deemed to have full knowledge of the site whether he has inspected it or not before submitting the Bid and no query thereafter of the contract will be entertained.
9. Incomplete Bid or bid received late will not be accepted.
10. Delhi Transport Corporation reserves its right to reject any or all the Bids received without assignment of any reason. The Bidder should accept all the term and conditions of the tender in toto and the Bid with any deviation/condition/modification of any term and condition of the Bid will be summarily rejected.

11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
12. Delhi Transport Corporation reserves the right to accept the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
13. The validity of the Bid submitted is 90 days from the date of opening of Techno Commercial Bid. The EMD will be forfeited if the Bidder withdraws/modifies his offer before the validity period and/or does not deposit the performance security as per tender terms. Further the Bidder shall not be allowed to participate in the re-tendering process of the same tender.
14. The successful Bidder on receipt of Letter of Award from Delhi Transport Corporation shall sign a License Fee Agreement as per **Annexure- IV** within **15** days from the Letter of Award consisting of the notice inviting tender, all the documents including additional conditions, special condition shall form part of the agreement.
15. The Bid Security of the unsuccessful Bidders will be returned without any interest.
16. Bidders will have to take over all the allotted sites within **30 days** from the date of issue of the Letter of Acceptance failing which the allotted sites will be treated as deemed to have been handed over and the license fee will be charged accordingly.

(Sr. Manager (Elect.) HQ)
Delhi Transport Corporation
I.P. Estate, New Delhi

SCHEDULES

SCHEDULE 'A' as per the list of locations available at Annexure-I

SCHEDULE 'B'

1. DTC is responsible for making available the Sites to the selected Bidder as per allotment letter issued by DTC for Installation of Mobile Network Towers.
2. To provide the Electric load of the required capacity to the Contractor, if the Contractor is not in a position to take the Electric Supply from the DISCOM on its own. However, Contractor has to install sub-meter and required electric Infrastructure for providing Power Supply to the Tower through the sub-meter. The charges of electricity consumed will be recovered as per actual reading on the prorata rates of DISCOM+ handling charges on monthly basis.

SCHEDULE 'C'

GENERAL RULES & DIRECTIONS:

1. Performance Guarantee/Security – The qualified Bidder is required to submit Performance Guarantee/Security equivalent to 12 months license fee for the tentative area of 25 sqm. per station within 10 days from the date of issue of Letter of Award by DTC. The performance Security/Guarantee shall be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form **on A/C No. 1075808661, IFCS Code: CBIN0281467, MICRO Code: 110016053, Branch Address: I.T.O Vikas Minar, New Delhi 110002** issued in favor of MD, Delhi Transport Corporation, I.P. Estate, New Delhi,. The Final Performance Security amount calculated after finalization of actual area occupied including the area of fencing of Mobile Towers shall remain with DTC till the completion of the contract + six months and shall be refunded without any interest and after adjustment of recoverable dues, if any of DTC. DTC reserves the right to forfeit the Performance Security/Guarantee in the event of non-payment of monthly License Fee as per applicable rates or any breach of tender terms.

The decision of the DTC shall be final and binding. Time allowed for submission of Performance Guarantee.

- i) From the date of issue of letter of acceptance – **10 days.**
- ii) Maximum allowable extension beyond the period provided in (i) above - **5 days.**
- iii) Time limit to select the site, seek clearances from the Statutory Authorities and to install the mobile tower - **30 days from the date of Letter of Award.**
- iv) Time period of Rental Agreement- **06 years starting from time as per (iii) above.**
- v) Payment Terms of depositing the monthly License Fee : To be deposited in advance by 15th of preceding month through Demand Draft/ Banker Cheque drawn in favour of **Delhi Transport Corporation** from any Nationalized Bank of Delhi. The late payment shall attract late payment charges as specified in the Tender Terms.

GENERAL TERMS & CONDITIONS

1. Any damage caused to any adjoining building during execution of work shall have to be made good by the Contractor at his own cost.
2. After physical completion of work, site shall be cleared off tools and plants, labour huts, cement store or any other temporary construction raised by the Contractor during execution of the work at his own cost.
3. The Contractor shall take all necessary measures for safety of the persons during construction and provide necessary barricades and sign boards/caution boards and maintain such barricades during the execution at his own cost, including signs, marking, flags, lights & flagman etc. as necessary, and as directed by the Engineer-in- Charge for proper identification of the construction area.
4. He shall be responsible for all damage and accidents caused due to any negligence on his part.
5. The temporary warning lamps shall be installed at all barricades during the hours of darkness and shall be kept illuminated at all time during these hours at his own cost.
6. It should be ensured by the Contractor that no damage is caused to the structure of the building of DTC at the time of installation of Booster. There shall be no damage to the Terrace/ Water proofing of the roof while installing the Tower.
7. There should be no obstructions to the service area on the roof for maintenance such as water tank, waste pipe and water supply line including rain water drainage.
8. The safety of the booster structural support shall be the responsibility of the agency.
9. In case there is requirement of shifting the Booster/Tower, the cost of the shifting will be borne by the bidder.
10. The installation of the Tower/Booster wherever required will be in complete knowledge of the DTC/Sr. Mgr (Elect.)/ Depot Manager/Unit Officer.
11. The official responsible for maintaining the Tower/ Booster should be authorized person of the successful Bidder with proper identity and shall enter the premises of DTC in complete knowledge of the Security Guard of DTC.
12. The qualified bidder is required to plan load transfer mechanism of mobile tower for each location of the allotted sites so that it works monolithically.
13. The qualified Bidder is required to barricade/fence each of the Mobile Tower so as to ensure safety of the Mobile Towers.

Sr. Manager (Elect.)HQ
Delhi Transport Corporation
I.P. Estate, New Delhi

SPECIAL CONDITIONS

1. The Bidder is required to obtain all approvals, permits etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, TRAI, DOT, Govt. of India etc. at its own cost.
2. The bidder is required to comply with all statutory requirements in connection with the License Agreement.
3. GST and surcharge thereon as applicable from time to time shall be paid by the Licensee and payment of all statutory taxes, local levies, statutory dues etc. as and when due.
4. The charges of Power/ Electricity consumed during the execution of the contract shall be payable on actual as per the reading of sub-meter to DTC on prorata basis as computed by DTC.
5. The License Fee Agreement will be initially for a period of 06 years which can be further extended upto 09 years subject to Mutual Agreement of the Parties and successful performance of the Contract/Agreement.
6. There will be yearly enhancement in the License Fee at WPI (Whole sale price index) or @ 10% whichever is higher for space license fee, license fee for cable tray, electric installation charges and maintenance charges of space.
7. DTC reserves the right to direct the Bidder to change the location of the Tower in case, it is required for its own purpose and Bidder will have to shift it at his own cost without any claim. DTC can also provide additional locations with same term & conditions and rent applicable as on date.
8. In case there are directions from local body/ government of India /Govt. of Delhi regarding objection to the Tower, the same shall have to be followed in letter and spirit and no claim whatsoever shall be entertained by this office.
9. It will be the responsibility of the qualified Bidder to remit the License Fee in advance i.e. License Fee of March of the particular year shall be remitted by 15th of preceding month i.e. by 15th of February.
Failure to deposit the License Fee in time will attract late payment charges @1.5% per month License Fee per unit. Persistent default in payment of the License Fee continuously, for six months will attract encashment of the Performance Security and after that the same will have to be refurnished. In case the Performance Security is not refurnished, the License Agreement will be terminated.

Sr. Manager (Elect.)HQ
Delhi Transport Corporation
I.P. Estate, New Delhi

List of 61 properties proposed for Fresh Tender.

S. No.	Name of location	S. No.	Name of Location
1	Sarojini Nagar Depot	32	Yamuna Vihar Depot
2	Vasant Vihar Depot	33	Peera Garhi Depot
3	Sukhdev Vihar Depot	34	Bawana Depot
4	Siri Niwas Puri Depot	35	Dichaon Kalan Depot
5	Kalkaji Depot	36	Kanjhawala Depot
6	Ambedkar Nagar Depot	37	Narela Depot
7	Tehkhand Depot	38	Gumanhera Depot
8	Okhla Wokshop	39	Rajghat Depot
9	Kesho Pur Depot	40	Shahdara Terminal
10	Hari Nagar-II Depot	41	Mayur Vihar Terminal
11	Dwarka Sector-8 (Bagdola)	42	Karawal Nagar Terminal
12	Dwarka Sector-2	43	Delhi Gate (Ambedkar stadium) Terminal
13	Maya Puri Depot	44	Vishawas Nagar Terminal
14	Central Workshop-I,BBM	45	Jal Vihar Terminal
15	Rohini Depot-I	46	Hauz Khas Terminal
16	Rohini Depot-II	47	Mehrauli Terminal
17	Rohini Depot-III	48	Nehru Place Terminal
18	Wazirpur Depot	49	Najfgarh Terminal
19	Sub. Place Depot (Azad Pur Terminal)	50	Pujabi Bagh Terminal
20	GTK Depot	51	Rohini Sector-22 Terminal
21	Nanad Nagari Depot (Madan Pur Khadar)	52	Dwarka Sector-10 Terminal
22	Noida Depot	53	Dwarka Sector-22 Terminal (Raja Garden)
23	East Vinod Nagar Depot	54	Mangla Puri Terminal
24	Seema Puri Depot (Dilshad Garden)	55	Shakur Basti (Pitam Pura Trml)
25	Hasan Pur Depot	56	Binda Pur Terminal
26	Inder Prastha Depot	57	Dilshad Garden Terminal
27	Gazipur Depot	58	Kair Bus Depot
28	Shadipur CED Store	59	Hari Nagar Depot-III
29	Ghumanhera Depot-I	60	Mudela Kalan Depot
30	Rana Partap Bagh DTC Colony	61	Hari Nagar DTC Colony
31	Uttam Nagar Terminal		

LETTER COMPRISING THE BID
(On Official Letter Head of the Bidder)

No.

Dated: _____

To,
Senior Manager, Electrical
Delhi Transport Corporation
Govt. of NCT of Delhi,
I.P. Estate, New Delhi.

Sub: - Bid for Licensing of Space for Installation of Mobile Network Towers at various DTC Depots/Terminals/Units/Staff Colonies at _____ locations.

Dear Sir,

With reference to your RFP Document No. _____, I/we having examined the complete bidding documents and understood their contents, hereby submit my/our bid for Licensing of space for Installation of Mobile Network Towers at various DTC Depots/Terminals/Units/Staff Colonies at _____ locations. The bid is unconditional and unqualified.

1. I/We acknowledge that DTC shall be relying on the information provided in the Bid and the documents accompanying the bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/We shall make available to DTC, any additional information it may find necessary or require to supplement or authenticate the bid.
3. I/We acknowledge the right of DTC to reject our Bid without assigning any reason or otherwise.
4. I/We declare that:
 - a) I/We have examined and have no reservation to the Bidding documents including draft Licensing Agreement, Addendum/Corrigendum, if any, issued by DTC and
 - b) I/We do not have any conflict of interest in accordance with provisions of the RFP document; and
 - 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 stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DTC; and
 - d) I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
5. I/We understand that you may cancel the Bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the bidders to bid for the above subject, without incurring any liability to the bidders, in accordance with provision of the RFP document.
6. I/We acknowledge and undertake that I/We fulfill the Eligibility Criteria, I/We have enclosed following necessary documents in support of the eligibility criteria in the matter proscribed in RFP document:

- i) Copy of Earned Money Deposit for this work.
 - ii) Copy of the Registration Certificate issued by the Department of Tele Communications Govt. of India.
 - iii. Copy of Certificates of Work experience as per Tender Documents.
 - iv) Duly filled and signed Copy of Acceptance as per Annexure-III.
 - v) Proof of Average Annual Turnover i.e. copy of Balance Sheet duly audited and certified by its Statutory Auditor.
 - vi) Power of Attorney of Bidder issued by the Head of the Company/Board duly signed and stamped.
 - vii) Undertaking required regarding blacklisted and conflict of interest.
 - viii) Self attested copies of PAN Card and GST Registration Certificate.
 - ix) Undertaking by the Bidder that only one rate has been quoted in Price Bid Format and not anywhere in the Bid submitted.
 - x) List of locations selected by the Bidders as per Annexure-I.
7. I/We hereby irrevocably waive any right or remedy which we may have to any stage at law or howsoever otherwise arising to challenge or question any decision taken to DTC in connection with the selection of the Bidder, or in connection with Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/our being declared as the selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/We have surveyed the proposed locations of DTC and we shall have to no claim, right or title arising out of any documents or information location provided to us by DTC or in respect of any matter arising out or relating to the Bidding Process including the award of License.
10. I/We offer Bid Security to DTC in accordance with the RFP document. If, I/We fail to furnish the prescribed performance security within prescribed period, I/We agreed that DTC shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD absolutely. The documents accompanying the Bid, as specified in RFP, have been submitted in separate envelope.
11. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature, if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. I/We undertake that only one rate has been quoted in the Price Bid Format only and not anywhere in the Bid submitted.
13. The Financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Addenda/corrigenda and our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementations of the project.
14. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents/corrigendum in its totality/entirety.
15. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.

16. I/We shall keep this offer valid for 90 (Ninety) days from the bid due dated specified in the RFP.

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

Yours faithfully

**(Signature, Name and Designation of the Authorized Signatory
Name and seal of Bidder)**

Date: _____

Place: _____

BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

To
The Senior Manager (Electrical)
Delhi Transport Corporation
Govt. of NCT of Delhi,
I.P. Estate, New Delhi.

Sub: Acceptance to Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender /RFP: _____

Dear Sir,

- 1) I/We by confirm that we have downloaded complete set of tender documents/addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://eproure.govt.in/enprocure/app>.
- 2) I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from page no. _____ to _____ (including all documents lie annexure) schedule etc., which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
- 3) The corrigendum or addendum issued from time to time by your department/organization to have also been taken into consideration, while submitting this acceptance letter.
- 4) I/We hereby unconditionally accept the tender conditions of above mentioned tender document corrigendum in its totality/entirety.
- 5) I/We do hereby declare that our firm has not been blacklisted/debarred by any govt. Department/Public sector undertaking. As on date of tender submission DTC/Delhi Govt. has not banned business with us or ii) Any central/state Govt. department/PSU/other Govt. entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of commerce).
- 6) I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organizations shall without giving any notice or reason therefore o summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

Signature of the Bidder with stamp

Dated: -----

Draft License Agreement

This Agreement is made and executed at New Delhi on the ----- 2020

BETWEEN

Delhi Transport Corporation, Govt. of NCT of Delhi having its Head Office at D.T.C (HQ), I.P. Estate, Delhi – 110002, (hereinafter referred to as the 'Licensor', which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators, executors and permitted assigns) through its authorized signatory its authorized signatory _____ Sr. Manager (Elect.), DTC who is duly authorized to execute this agreement of the first party.

AND

A Company duly Registered and Incorporated under the Companies Act, 1956, and having its Registered Office at _____ (hereinafter referred to as the 'Licensee', which expression shall include its 100 % subsidiaries, Authorized representatives, successors and assigns) through its authorized signatory _____ who is duly authorized signatory to execute this agreement of the other party.

The Licensor and the Licensee shall be individually referred to as "PARTY" and collectively referred to as "PARTIES".

AND WHEREAS Licensor is owner of land, bus depots & bus terminals and buildings in the entire NCT of Delhi. The licensor represents that they have complete rights, as owner of land, buildings and townships, over the buildings as mentioned in **Annexure- I (Site list)**. Licensor is fully and legally entitled to enter into the present agreement with the Licensee.

AND WHEREAS Licensee is a registered as Infrastructure Provider Category-I (IP – 1) status conferred by Department of Telecommunications (DOT) is joint venture of India's foremost Telecom Companies, namely _____.

AND WHEREAS Licensee has responded to the e- tender of renting out ----- DTC's space for installation of Mobile Net work tower at various DTC depots and terminals/units in the tender opened on ----- and accepted by the licensor for the aforesaid properties on the terms and conditions of the tender by and has approached and requested Licensor for grant of non - exclusive Right-Of-Way for the installation and operation of its cellular operator antenna and any other related equipments, generators, Automatic Voltage Regulators (AVR) etc for the purpose of boosting the telecom network connectivity thus setting up a chain of communication network **and shall occupy a total area of one station including area of fencing and requirement of electric load as mentioned in the licensee's letter dated----- as indicated in Annexure- , on the ground level, at the terms and conditions given hereinafter.**

AND WHEREAS the licensee has agreed to payment monthly rent of Rs.-----
-----/- per sq. meter for all the _____ locations without any deduction where
Mobile towers are to be installed as per tender quoted by II party and also offer
charges as indicated below in respect of _____ location mentioned in the list.

- a) Rent for space for Cable Tray- Rs.-----/- per station per month.
- b) Electrical Installation Charges- Rs.-----/- per KVA per month.
- c) Maintenance charges for space Rs.-----/- per quarter per station.
- d) Charges for electricity consumed- As per actual reading on the pro-rata
rates of DISCOM's + handling charges on quarterly basis as per reading
of the sub-meter installed by licensor as specified in schedule -B of the
tender condition.
- e) Refundable Interest free Security Deposit= 12 month space rent.
- f) Refundable Consumption Deposit -Rs.----- per KVA per location.
- g) Tax as applicable (GST).

AND WHEREAS Licensee has deposited the following payment of rent being the
first instalment in advance along with Demand Draft for the period -----
to -----

- i) Payment of first installment as advance deposited by the License Rs.----
----- and D.D. No.----- dated -----
- ii) Payment of refundable interest free security made by the licensee as per
detail given below:-
Demand Draft No.----- dated----- amounting to Rs.-----
-----/-
- iii) Payment of refundable consumption deposit as per detail as under:-
D.D. No.----- dated ----- amounting to amounting to
Rs.-----/-

AND WHEREAS at the request of the Licensee, the Licensor has agreed to
provide the requisite and adequate space as mentioned and as detailed in the
approved drawing of the licensed space annexed as **Annexure-**_____ to this
agreement.

NOW THEREFORE, THIS LICENSE DEED WITNESSETH AS UNDER:

- 1. The Licensee shall have the right to erect and install the following on the
Licensed Property:
 - a) Telecommunication Tower, Cellular and Microwave Antenna and other
related equipments and silent Generator conforming to latest NGT/Hon'ble
High Court /Hon'ble Supreme Court guidelines.
 - b) The Licensor allows the Licensee to do necessary construction as required
for installing the aforesaid after obtaining due necessary clearances from
the Licensor of the unit/building.

- c) The final area occupied by the Licensee for the buildings as mentioned in Annexure-____ shall be determined by the Licensor through actual measurement after completion of the work and that actual area including the area of fencing shall be taken as the basis of calculation of License Fee and Security Deposit. The variation shall be made part of this Agreement by signing an Addendum.
2. The Licensee shall have the right to erect, install and establish the Mobile Towers on the Licensor's Property as detailed in Annexure-1, Schedule – A, Schedule – B and Schedule – C which will form part & parcel of the agreement.
 3. That the Licensee shall be entitled to have an unrestricted entry at the Licensed space during the normal working hours. If the Licensee wishes to use the licensed space beyond any working hour or on Sunday or national holidays, the licensee has to take permission, if any, from the police authorities and/ or any other authority, as required. The licensee shall provide the names of employees / agents to the licensor and issue them passes with photo I-card, who wishes to perform any function at the licensed premises.
 4. That the Licensee shall have only the right to use the common areas of the Said Property, and such right shall be for the limited purpose of the operational needs of the Licensee. Licensee shall not have any rights relating to ownership and/or lease in respect of such common areas, and its rights to use the same shall also be subject and contingent to using the same without in any manner causing any nuisance to any of the occupants of the Said Property nor blocking the same in any manner whatsoever.
 5. The Licensee shall not carry out any sort of construction activity except relating to installation of Mobile Towers and its allied equipments including DG Set in the said properties. The Licensee shall not make any structural additions or alterations in the Said Properties without prior written consent of the Licensor. The Licensee shall seek and obtain prior written approval of the Licensor for carrying out any digging /earth related activity which shall not be unreasonably withheld or delayed by the Licensor.
 6. That at the time of discharge of their obligation i.e. while fixing, installing or removing cables, renovation, repairs etc. under this Agreement, Licensee shall perform with skilled and trained workmen and shall be fully liable for any act or omission or commission committed by its employee/agents/contractor during discharge and duly and fully indemnify the Licensor and its group of Companies or its nominated companies/agencies from any loss, damage and that the Licensee has assured the Licensor that while carrying out their operations from the Towers and other equipments installed in the Said Property, the convenience or objections, if any, of various occupants shall be the first consideration to be resolved exclusively by the Licensee.

- 7.** The Licensee hereby undertakes that the infra installed is for providing the services as mentioned in the Agreement only.
- 8.** The Licensee further undertakes that if it is found that the infra installed is used for any other purpose as specified in the present agreement, the licensor reserves the right to stop the access of Licensee with immediate effect and the licensee shall have no claim in any manner, whatsoever to the licensor. The Licensee during the entire term of the agreement shall give a written confirmation whenever required by the Licensor that the services is same as mentioned in the Agreement
- 9.** If, the Licensee wishes to renew this License then it can be done on mutually agreed terms and conditions between the parties maximum upto 09 years, agreed at least three month prior to the expiry of the Term and a fresh License deed shall be executed on mutually agreed terms and conditions. In case the terms and conditions are not mutually agreed upon then the Licensee shall vacate and handover the said space to the licensor immediately on the expiry of the term of the License Agreement.
- 10.** That in case Licensee fails to remove the Telecommunication Antenna and allied equipment as aforesaid and hand over the Licensed Premises in its original condition to the Licensor (normal wear and tear excepted) after expiry of the License deed or in case of pre mature termination, then in that case Licensee shall be liable to pay the damages to the Licensor for unauthorized use of the space at the rate not less than Two times of the Last paid License Fee per month or part of the month for the period over-occupied by the Licensee, failure to which will attract for forfeiture of Performance Gurantee/Security by the Licensee.
- 11.** Licensee will ensure that the Genset etc. are properly installed in such a manner so as to avoid any kind of noise-pollution and/or other inconveniences etc, caused by this installation to other occupants of the building and should strictly follow the directions of NGT/DPCC/CPCB time to time. The Licensee shall ensure that the space remains dry, waterproof and free from oils, lubricants etc. and that there is no leakage of any kind whatsoever. It is expressly agreed between the parties that the aforesaid electricity generated from the Genset shall be used only for the purposes of energizing its own establishment only. The Licensee shall comply with all the safety rules, regulations and norms used for installation of Genset and moreover the Licensee shall comply with the fire safety equipments at the demised space at the time of installation of Genset. The equipments and the Genset shall only be installed on the columns or beams of the roof. No equipments will be allowed to be installed directly on the rooftop. That Licensee will ensure all the fire safety precautions at the demised premises. The licensee undertakes not to operate the Genset without the approval of Electrical Inspector and other Statutory Authorities, if required, from time to time. However the licensee should preferably use alternate source of power.
- 12.** That all electrical and telephones wirings of standard specifications shall be laid along with the side walls of the building and will invariably be installed separately in cable trays, without disturbing the existing cables.

- 13.** The Licensee undertakes to make proper arrangements in order to prevent the demised portion from vibrations and other damages of any kind by way of fixing anti – vibration pad or mountings or dampers or shock absorbers or any other means which is required to prevent the structure or terrace of the building at their own cost, and after such work is being completed, it has to be approved in writing by the Licensor before installing the Genset.
- 14.** That the Licensee shall ensure that the Telecommunication Antenna and allied equipments as mentioned aforesaid are properly installed in such a manner so as to avoid any inconvenience to other occupants of the said complex. Settling the disputes with any of the occupants shall not be limited to the tenure of this agreement.
- 15.** The Licensee hereby covenants with the Licensor that he will not use the Licensed Property for any purpose other than the purpose aforesaid and that if the Licensee for whatever reasons ceases to do so the Licensee shall surrender the Licensed Property to the Licensor.
- 16.** That the Licensed Property utilized by the Licensee shall be kept in good condition and maintained properly by Licensee at its own cost.
- 17.** The Licensee shall exclusively be responsible and liable for the safety of their personnel (employees, sub-contractors and others as nominated) while working on their equipments/installation in the Licensed Property and building at large as above mentioned for their installation and daily operational works and the Licensee hereby fully indemnifies Licensor and its allied companies in-case of any injury and/or accident in the course of duty or otherwise.
- 18.** The Licensee shall indemnify Licensor and its allied companies for any losses, claims or other claims preferred by occupants of the flats/floors in the complex which are attributable to negligence of the Licensee, their employees or agents in respect of any act or omission or commission on the part of the Licensee. The Licensee shall settle any such losses or claims directly with the parties concerned expeditiously and in any event before the time of removing the said installations. The settlement of dues shall not be limited by the term of the agreement. Licensee shall bring back the Licensed Property hereby permitted to be used to its original condition except normal wear and tear on the expiry or earlier determination of the License.
- 19.** The Licensor(s) has and shall continue to comply with all laws bylaws, rules, regulations, orders, notifications, directions, conditions of the Government whether Central, State, Local or Municipal with respect to the said property.
- 20.** The Licensee shall be entitled to upgrade/replace the equipments, install any additional equipment, goods, etc. and shall also be entitled to remove any/all its equipment, goods etc. at any time in its sole discretion without any let, hindrance, or objection from the Licensor(s) including in the circumstances of the Agreement having been terminated / determined by

the Licensee. In case of increase in the area occupied then the rent will be charged as per actual area occupied. However the rent will not be decreased, if there is decrease in the actual area occupied.

- 21.** The Licensee shall be fully responsible for the maintenance of the equipments at its own cost. In the event, any part or whole of the equipment, is required to be repaired or replaced or upgraded during the Term, The Licensee shall do so at its own cost.
- 22.** The Licensee shall be responsible to obtain any / all permissions and /or clearances from any/ all authorities, government or otherwise for installation of cellular microwave antenna and other related equipments, and / or other set-up, silent generators etc. for the purpose of setting up of a chain of communication network at its own cost and the Licensor shall not at all be liable or responsible for any of the acts or omissions of the Licensee and its group of company in so far as they relate to for obtaining permissions, clearances etc. for installation of the afore said Telecom Tower/set-up.
- 23.** That the licensee shall give a written undertaking to the licensor that all the statutory permissions, sanctions and approvals required for installations are being applied to the authorities and shall provide the permissions, sanctions and approvals to the licensor as soon as the licensee receives it. Moreover, the licensee shall provide all the receipt of the authorities showing that the applications for permissions are being applied. In the mean time, if any Governmental or local authorities objects to the said proposed installations, then the licensee shall immediately get the said objection removed. Licensor shall not interfere nor be liable for any claim, damages, etc. in the above mentioned issue. It is made clear by the licensee that it shall not do or cease to be done anything which is violative of any act, ordinance, Rules, Regulations, Bye – laws, notification, policy, etc. of the Central / State Government, local body, or any other statutory Authority. In the event of any breach, the entire risk, cost, consequence and liability shall exclusively be borne by the licensee keeping the licensor fully indemnified and/or harmless against the same.
- 24.** That in case any Government or local authorities objects to the aforesaid usage and /or changes, the Licensee may avail the legal remedies available to itself against such objection, however in absence of any relief granted by any forum the Licensee shall be liable to discontinue the use. Licensor or its allied companies shall not be in any way responsible for any such default, penalty and/or damage etc. The licensee hereby undertakes and unconditionally agrees to indemnify and keep harmless the licensor and its allied companies from any such liability as aforesaid, INCLUDING THE pecuniary, penal or otherwise.
- 25.** That the Licensee shall comply with all the statutory laws and by- laws as applicable today and also as may be applicable in future as the relevant time, concerning the telecom tower and allied equipments .
- 26.** If the Licensee shall omit to perform or observe any covenant or condition mentioned in this agreement, in such case it shall be lawful for the

Licensor to issue a written notice to the Licensee to take remedial measure and if the Licensee fails to remedy the breach within Thirty (30) days after the receipt of the Licensor's written notice in respect thereof the Licensor shall terminate this License on the expiration of the said Thirty (30) days without prejudice to any claim, right or remedy which either of the parties hereto may have caused to the other in respect of any of the convenience herein contained & the performance security will be forfeited.

- 27.** That the Licensor shall be at the liberty at any time to put an end to this Licensee by giving to the Licensee a written notice of three months which is agreed by the Licensee as reasonable. If for any reason Licensee desires to leave the space the Licensee shall give a six months notice in writing or shall pay License fee in lieu thereof.
- 28.** It is also agreed between the Parties to this Agreement that licensor shall not be liable for breach of this Agreement to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, any other natural calamities, accident, and riots. However it is agreed that the Licensor shall take all reasonable & necessary steps to mitigate the effects of such an eventuality and in the event the Force Majeure continues beyond the period of 30 days, the Licensee shall have the right to terminate this Agreement after giving 30 days written intimation about the same to licensor.
- 29.** Nothing herein contained shall be construed as creating any tenancy or sub-tenancy in favor of the Licensee or its officers and /or employees on ground in or over or upon the terrace or any part thereof other than the right of use hereby granted or as entitling the licensee to the exclusive possession of the terrace. It is the express intention of the parties hereto that this agreement shall be a mere License and the Licensor(s) shall always be deemed to be in possession thereof and that the Licensee shall at no point of time hand over the possession of the said space to any third party except to the Licensor. That the licensee is not allowed to part / sublet / lease / license the said licensed space to any other third party except in circumstances as mentioned in Clause 10 of this Agreement. The licensee shall use the said space only for the purpose as mentioned in the agreement. The licensee shall handover the physical vacant possession to the licensor on the expiry of the term or early termination of the agreement.
- 30.** That the Licensee shall inform the Licensor in writing about any amalgamation, merger, de-merger, acquisition, reconstruction, reorganization, takeover, hiving off or consolidation, divestment etc., if any. The final entity which is formed has to give written intimation for the change of name etc. with relevant documents to the licensor, which shall be made an integral part of the agreement thereafter. Without such intimation, the licensor shall not allow any such resultant entity other than above mentioned licensee to perform any function at the licensed premises.
- 31.** That if any dispute or difference arises in relation to any of the terms and conditions of this License Deed, the same shall be resolved through joint

discussion of the authorized representatives of both the parties. In case the parties do not arrive at any conciliation or compromise, the matter shall thereafter be referred to the arbitration of a Sole Arbitrator who shall be appointed by the Managing Director of the DTC not below the post of Deputy Chief General Manager and shall perform in accordance with the provisions of the Arbitration & Conciliation Act. The Arbitration proceedings shall be held in accordance with the Arbitration & Conciliation Act 1996 as amended from time to time and the Rules made there under. The venue of the Arbitration shall be at DTC (HQ), Delhi or any other premises of the Corporation.

32 (a) That the Licensee shall exclusively take all required clearances, approvals, sanctions from the concerned authorities for e.g. Police Departments, Airport Authority (AAI) or any other relevant/authorized authority and/or department, DOT, NDMC, TRAI, MCD, DDA, L & DO, DUAC, Pollution Board or any other municipal/statutory/government authorities as applicable and restricted to the installation and operation of the Licensee's setup, in the event of any default or any breach or violation, all consequences of any nature whatsoever shall exclusively be borne by Licensee and in this regard Licensee shall keep the licensor and its group Companies or its nominated companies/agencies indemnified fully in all respects.

(b) It is expressly agreed to between the parties hereto that in case the necessary clearances are not obtained by the Licensee from S.A.C.F.A. (Standing Advisory Committee for Frequency Allocation), local / governmental authorities including the respective development authorities and/or municipal corporation, the Cellular Mobile Telephone Services Regulatory Body, or the Licensed Property fails the structural stability test, then the Licensee shall terminate / determine this License by giving to the Licensor(s) **one** months notice for termination / determination of the License and shall also be entitled to remove any / all its equipment goods etc. at any time in its sole discretion without any let, hindrance or objection from the Licensor(s).

(c) The Licensor(s) shall not have any claim, lien or charge on the charge on the said telecom transmission equipments, telecom tower, silent generator,, equipments and accessories in case the Licensee terminates this License Agreement for any reason whatsoever and / or under any circumstances.

- 33.** Any notice to the parties shall be deemed sufficiently given if posted by Registered Post/Speed Post to their above mentioned addresses.
- 34.** The notice shall be deemed to have been received by the receiving party three days after the same has been posted in the normal course of business or one business days after the notice has been faxed to the receiving part.
- 35.** Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 10 (ten) days prior written notice.

- 36.** The License agreement shall be executed as two original counterparts and Licensor and licensee shall retain each one of the original of the same respectively.
- 37.** The respective courts of Delhi shall have exclusive jurisdiction in respective matters arising out of this agreement.
- 38.** This agreement revokes and supersedes all previous discussions/ correspondences and agreements/ Drafts between the parties, if any, concerning the matters covered herein whether written, oral or implied. This License Agreement shall not be changed or modified except by written consent of the parties duly agreed and executed by both the parties hereto.
- 39.** Detailed tender /NIT no.----- Sr. Manager (Elect)/2020 opened on ----- of this job indicating responsibility of DTC (Licensor) & _____(Licensee) schedule 'A,' schedule 'B' & schedule 'C' etc. will form parts & parcel of this Draft Agreement as indicated at **Annexure-IV.**
- 40.** Licensor reserves the right to recover the rent from Performance Gurantee/Security deposited by the firm if advance rent is not deposited by 15th of preceding month through bank draft/bankers Cheque/Digital mode drawn in favour of MD, DTC from any Nationalized Bank. The payment shall effect late payment charges @ 1.5% per month rent per unit as specified in the tender terms
- 41.** The rental agreement will be initially for a period of 06 years which can be further extended maximum upto 09 years subject to Mutual Agreement and successful performance of the Agreement of the Contract.
- 42.** There will be yearly enhancement in the rent at WPI (Wholesale Price Index) or @ 10% whichever is higher for space rent, rent for cable tray, electric installation charges and maintenance charges of space as specified in the tender terms.
- 43.** DTC reserve the right to direct the licensee to change the location of the Tower in case, it is required for its own purpose and licensee will have to shift it at his own cost without any claim.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS OF THEIR FREE WILL AND ACCORD, IN THE PRESENCE OF WITNESSES ON THE DAY FIRST HEREINABOVE WRITTEN.

SIGNED & DELIVERED by the LICENSEE, ----- ----- -----	SIGNED & DELIVERED by the LICENSORS Delhi Transport Corporation, Govt. of NCT of Delhi, IP ESTATE New Delhi-110002
Authorized Signatory	Authorized Signatory
Witnesses: 1.	Witnesses: 2.

ANNEXURE-V

**Delhi Transport Corporation
Office of the Sr. Manager (Elect.) HQ
I.P. Estate: New Delhi.**

PRICE BID SCHEDULE

S. No.	Description	Monthly License Fee of space per sqm. for Mobile Tower (Reserved Price)	Monthly License Fee of space per sqm. for Mobile Tower (entered by the Bidder in Rs.) (Rate in Figure)	Monthly License Fee of space per sqm. for Mobile Tower (entered by the Bidder in Rs.) (Rate in words)
1.	Licensing out 61 DTC spaces for installation of Mobile Network Towers at various DTC Depots/ Terminals/ Units/Staff Colonies and Terminals Bidders are also allowed to choose & tender for preferable sites.	Rs. 14,763/-		

*Scope of work as per Annexure-I of tender document.

In case of discrepancy in the rate quoted, the rate quoted in words would be considered.

Dated

Signature of the Bidder with stamp