

Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of 50 Nos. Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT”.



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

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

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

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

Table of Contents

S. No.	Description Of Details	Page No.
1	Invitation For Proposal	4
2.	Overview of NDMC	7
3.	Project Objective & Scope	9
3.8	Technical Specifications	23
4	Instructions to the Applicants	28
5	Evaluation of Bids	51
6	Appointment of Concessionaire	64
7	Fraud and Corrupt Practices	67
8	Miscellaneous	69
9	Punitive clause	75
10	Force majeure	79
11	Events of default and termination	81
12	Dispute resolution	87
13	Liquidated damages	88
14	Exit Management Schedule	89
	Annexures	91 - 119
(i)	Details of locations of Digital Outdoor Full Colour LED display Panels.	91
(ii)	Locations map of each Digital Outdoor Full Colour LED display Panels.	92
(iii)	Format for financial bid	93
(iv)	No Barring Certificate	94
(v)	Format of bank guarantee	95
(vi)	Power of Attorney for Lead Member of Consortium	97
(vii)	Pre-contract integrity pact	99
(viii)	Joint bid agreement	107
(ix)	Financial bid Estimation	114
(x)	Power of attorney for signing of Application	116
(xi)	Statement of legal Capacity	118
(xii)	No deviation Certificate	119

1. INVITATION FOR PROPOSAL

Name of the Work: Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT”.

1.1 NDMC hereby invites online bids for Selection of a Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full colour LED display Panels in NDMC area Phase-II (Group-B) on BOT” for the concession period of nine (9) years (including maximum four months implementation period). Broadly the project includes following works:

- (a) Free Wi-Fi to the public in a minimum radius of 25 meter area from each of such panel.
- (b) Mobile charging points
- (c) Large size LCD/LED display of 55” inches (55”) for displaying advertisement.
- (d) Information about NDMC initiatives and other information provided by NDMC.

Applicant/Agencies are advised to study this RFP document carefully prior to 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 a careful study and examination of this document with full understanding of its terms, conditions, implications and after assessment of the project viability.

1.2 The RFP document can be downloaded from NDMC’s website (www.ndmc.gov.in) and Delhi Govt. website (<https://govtprocurement.delhi.gov.in>) and the Applicant is required to deposit a Demand Draft of Rs.10,000 (Rupees Ten Thousand only) drawn in favour of “Secretary NDMC” payable at Delhi/New Delhi with submission of bids from the office, details of which are given below..

Office of the Executive Engineer (SM)

Room No.1503, 15th Floor,
New Delhi Municipal Council
Palika Kendra
New Delhi – 110001
Tel No:- 011-23348418
Email: seph.civil@ndmc.gov.in

All subsequent notifications, changes and amendments will be uploaded on the NDMC’s website (www.ndmc.gov.in) and Delhi Govt. website (<https://govtprocurement.delhi.gov.in>).

- 1.3 A two-envelope selection procedure shall be adopted as detailed in the RFP document.
- 1.4 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees, and 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 submitted on or before the time of last date of submission of bid through e-procurement system. NDMC will not be responsible for delay in submission due to any reason.

1.5 Key Events and Dates

S. No.	Information	Details
1.	Advertising Date	13.05.2017
2.	Last date to send in requests for clarifications	05:30 pm on 19.05.2017 on the following email ids: seph.civil@ndmc.gov.in, secretary@ndmc.gov.in & ce.civil1@ndmc.gov.in
3.	Date, Time and Place of Pre-Bid conference	12:00 Noon on 19-05-2017 in NDMC Conference Hall, 3 rd Floor, Palika Kendra, Sansad Marg, New Delhi- 110001
4.	Release of response to clarifications would be available at	www.ndmc.gov.in and https://govtprocurement.delhi.gov.in
5.	Last date and time for submission of bids (Bid Due Date)	2.06.2017 upto 3:00 PM
6.	Technical Bid Opening Date & Time	2.06.2017 at 3:30 PM
7.	Date for Presentation	To be informed
8.	Financial Bid Opening Date & Time	To be informed
9.	Address for communication and hard copy submission of documents / correspondence	Office of the Executive Engineer (SM) Civil, Civil Engineering Department, 15 th floor, Room No. 1503, Palika Kendra, New Delhi-110001 Phone:- 011-23348418

1.6 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD).	Rs. 10 Lakh (Rupees Ten Lakh)

		Only)
2	RFP document fee	Rs.10,000 (Rupees Ten Thousand Only)
3.	Bid Validity Period	One-hundred-and-eighty days (180) from the date of opening of Bids.
4.	Last date for furnishing Performance Bank Guarantee to NDMC(By preferred Applicant)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
5.	Performance Bank Guarantee value (Performance Bank Guarantee)	Rs. 25 lakh (Rupees Twenty Five lakh Only).
6.	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for 180 days beyond the term of the concession period of Nine years.
7.	Last date for signing the Concession Agreement	One month from the date of issue of Letter of Acceptance.

2. OVERVIEW OF NDMC

2.1 About New Delhi Municipal Council (NDMC)

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

NDMC consists of nearly 3% of the area and 2.5 Lakh of the resident population of NCT of Delhi. However, an estimated 16-20 Lakh floating population in daytime poses challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

2.2 NDMC's key responsibilities are :-

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

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

2.3 NDMC's TRANSFORMATION INTO A SMART CITY

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

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 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”

3.1 PROJECT OBJECTIVE & SCOPE

3.1 Project Objective

In this era of ultra-connectivity there is a growing demand for cities to become safer, more efficient and more innovative. There is a requirement to transform the urban landscape into hyper connected smart cities that empower communications to fuel peoples neighbourhoods, communities and lives. NDMC is committed to working for the benefit of the citizens of Delhi and tourist with planned implementation of development schemes and is consistently striving to take Delhi to higher levels of progress. To meet its objective, NDMC is envisaged to deploy Smart Digital Outdoor full Colour LED Display Panels in NDMC area. These information panels will be located at road side, parks, parking areas, bus stands and other public places, where citizen and tourist foot falls are high.

Purpose of this Digital Outdoor full Colour LED Display Panel is to provide information to citizens and tourists.

Every Digital Outdoor full Colour LED Display Panel will have one display which will be used for digital advertisement without touch screen.

3.2 Proposed Scope of work

It is proposed to install Digital Outdoor full Colour LED Display Panels in NDMC area. These Digital Outdoor full Colour LED Display Panels will be installed in phases.

Present RFP is to engage a concessionaire who will design, provide, install, operation and maintain 50 numbers Digital Outdoor full Colour LED Display Panels in Connaught Place area throughout the concession period.

3.2.1 Digital Outdoor full Colour LED Display Panel : these Digital Outdoor full Colour LED Display Panel having following provision:-

- a) Wi-Fi to be provided to the public, in a minimum radius of 25 meter area per location of digital panel simultaneously, free of cost @ speed of one Mbps with a minimum throughput of 256 Kbps for atleast 50 MB data per day subject to one GB data per month per user throughout the concession

period. Such throughput of 256 Kbps shall be maintained for atleast 25 (twenty five) simultaneous users per digital panel at any given point of time.

- b) Digital Outdoor full Colour LED Display Panel should have 55 inches (55") digital advertisement screen.
- c) Panel should have 1920 x 1080 Resolution (Full HD) or better.
- d) Managed remotely by an advanced, web-based management portal and content management software.
- e) LED panels' enclosure should be in a protective shell made of robust weatherproof material, it would be placed outdoor so it should survive adverse weather condition. Enclosure shall start from the floor level, LEDs panels shall be fixed in such a way that the center of the LED panel will be at a height of eye level (1.55 mtr. from floor level). NDMC logo/NDMC messages shall be pasted on each enclosure below LED screen as per NDMC directions.

Centrally managed and it should have enough provision for bandwidth to support all remote locations.

- f) To give NDMC a lump-sum monthly concession fee as quoted in the financial bid which will be increased @ 7% per annum compounded annually with minimum guaranteed revenue @ Rs 5,000/- per month per Unit of Digital Outdoor full Colour LED Display Panel .
- g) Digital Outdoor full Colour LED Display Panels will also display NDMC information which will help to reduce footfalls in NDMC office and reduced paper works. This move will also help citizens to save their time and will increase customer satisfaction. These NDMC information shall be provided for 2 minutes after every 10 minutes of advertisement slot to be used by the concessionaire.

Enhance the efficiency and competitiveness of the services provided by the administration and move towards the sustainability of cities by improving resource efficiency.

NDMC is looking for a digital outdoor full colour LED display panel for quick access to public information, faster connectivity while providing a very rich citizen and tourist experience. It will be a comprehensive solution featuring a Digital Outdoor Full Colour LED display Panels and NDMC informations.

Designs of Digital outdoor Panel must achieve aesthetic excellence and must be compatible with a wide variety of built contexts. Designs will be evaluated on the basis of functional efficiency, aesthetics, security, durability, adaptability for various built environments around the New Delhi, including historic places and individual landmarks, and accommodation of people with disabilities. All designs are subject to the approval of the NDMC.

The concessionaire has to submit at least two basic designs of Digital Outdoor full Colour LED Display Panel . The design shall be suitable for deployment in Connaught Place area. All components of the Digital Outdoor full Colour LED Display Panel must be fabricated of high quality, durable, maintainable and vandal-resistant materials. To the maximum extent feasible, all surfaces of the Digital Outdoor full Colour LED Display Panel that are accessible to the public must be graffiti-resistant. Footings shall be imbedded in the sidewalk so that there are no surface plates to create a trip hazard.

3.3 Solution Design

NDMC Digital Outdoor full Colour LED Display Panels Platform should bring together displays, web technologies, multimedia, and collaboration into an integrated solution. The solution should allow businesses and public agencies to combine applications built on web technologies for consumer, passenger, and citizen information as well as marketing and branding promotions.

The solution should consist of computing and collaboration devices, management platform, and a network infrastructure to deliver web-based applications and multimedia content through displays and through Digital Outdoor Full Colour LED display Panels to end users in NDMC areas.

Figure below shows basic solution architecture with a Digital Outdoor full Colour LED Display Panel with Experience and should be managed by the central Manager.

Central management console will be used to remotely configure, control, and monitor Digital Outdoor full Colour LED Display Panels. Central manager should provide user management as well as real-time monitoring, live viewing of remote screen content, notification of events, and session management.

Digital Outdoor full Colour LED Display Panels computing devices should support registration in the central manager either individually or in batches. Central Manager should be accessible through a web portal with a menu-based programme. Central Manager should support Accounts creation to segregate users, devices, and policies. Users should be assigned to a particular account. They can then configure and manage the devices associated with that account. Manager should monitor Digital Outdoor full Colour LED Display Panels devices at regular intervals. The status of the devices should be collected within a period of time set by the user. Users should be notified when the status of devices in their account changes.

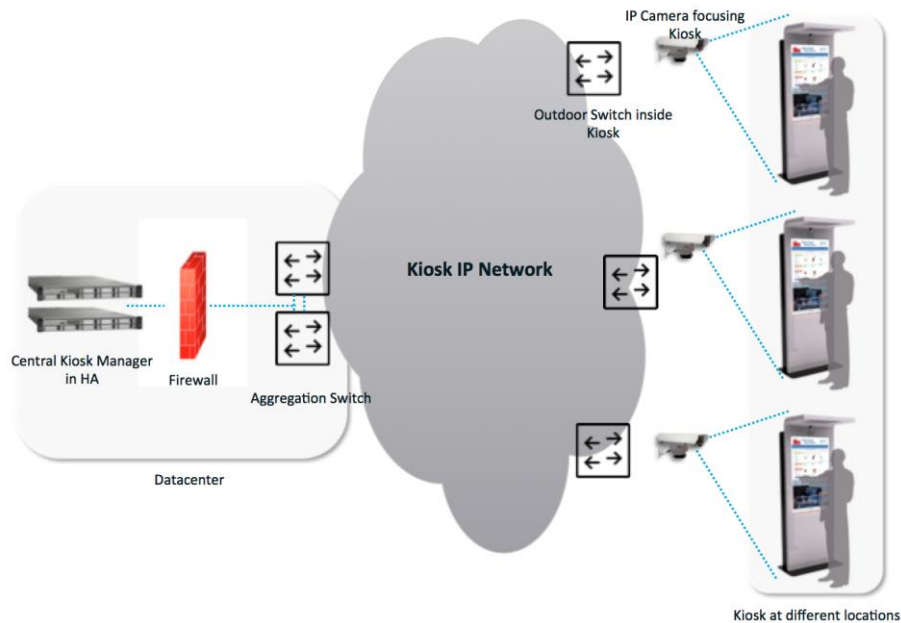
Device logs should be sorted and analyzed by clicking the Events tab of a device. Similarly, the device's performance should be monitored by viewing the Performance report of a device. The software should be capable to send logs to a third-party server.

A policy is a restrictive mechanism, providing the user with a tool to enforce certain behavior. Policies represent dynamic and transportable setup rules. Policies can be persistent (long-term) or transient (short-term) and can be scheduled per outdoor Digital Outdoor full Colour LED Display Panels based on time or events.

Solution capabilities:

- Should Supports management of outdoor Digital Outdoor Full Colour LED display Panels and non interactive digital signage from a common platform.
- Allows businesses and agencies to quickly use their existing web content on multiple, form factors, greatly reducing the time and cost to deploy new content and applications
- Enable new services to improve customer experiences
- Increase customer retention with consistent end-user experiences across multiple endpoints
- Educate the user with relevant information in real time
- Increase visibility into products and services offered
- Increase revenues by providing a venue for third-party advertising
- Reduce costs with increased operational efficiency in customer and business processes
- Increase operational consistency by enabling reuse of existing web content
- Simplify deployment
- Reduce use of management resources with remote manageability
- Reduce deployment and management timelines using policies and groups

- Improve management experience with integrated solution architecture



Conceptual Diagram – Outdoor Digital information and advertisement Panels

Above topology shows high level solution requirement where concessionaire should plan and implement overall network which includes both datacenter and Digital Outdoor full Colour LED Display Panels connectivity.

There will be around 50 such Digital Outdoor full Colour LED Display Panels. Every such panel should have minimum bandwidth to support both displays and free wi-fi services. The concessionaire should also provision datacenter side bandwidth requirement based on the total number of such Digital Outdoor Full Colour LED display Panels.

Applicant should manage the content management based on NDMC requirement. The Concessionaire should plan datacenter design as per specs provided and also should include all necessary items required for setting up of datacenter and its operation. The concessionaire should also provide and manage all necessary equipment required for the Digital Outdoor Full Colour LED display Panels to operate.

3.3.2 Wi-Fi Services through Digital Outdoor Full Colour LED display Panels

The Concessionaire will install Wi-Fi APs on these Digital Outdoor Full Colour LED display Panels to provide Wi-Fi @ one Mbps speed per user and for 25 users per

Digital Outdoor Full Colour LED display Panels simultaneously to the public shall be free of cost for 50 MB data subject to one GB data per month per user. Internet bandwidth for free internet services is to be provided for atleast 25 users per Digital Outdoor Full Colour LED display Panels at a time. The Wi-Fi service must be provided 24 hours a day, 7 days a week and must provide a signal strong enough to reach a minimum of 25 meter across a busy street. The Wi-Fi hotspots should work together as a network. A user should be able to log in once and stay connected while within 25 meter of any hotspot. The user's device should be allowed to automatically re-connect after a connection has been severed and the user comes within the range of one of the network's hotspots. The free SSID will be displayed on the mobile phone. Free Wi-Fi shall be provided without any interference. The applicant can generate revenue through online advertisement while providing free Wi-Fi to public without hindering the free Wi-Fi service for not more than 5% time in total. In addition to this, the concessionaire is allowed to place online advertisement on the free Wi-Fi login page only. No data offloading allowed through the wifi.

3.4 Project Engagement Model

RFP consists of 50 units in its scope of work. The locations of these 50 number of units are given in **Annexure-I**. Work shall be awarded to bidders based on the highest bid.

The Engagement model is bifurcated into following two stages-

3.4.1 Implementation Stage:

Implementation of Digital Outdoor full Colour LED Display Panels solution in three stages.

- (a) Implementation of Digital Outdoor full Colour LED Display Panels solution in stage-I (at 15 locations)
 - i) Within 15 days from the date of signing of agreement, the Concessionaire shall submit the detailed design and execution Plan.
 - ii) Within 2 (two) months from the date of signing of agreement, the Concessionaire shall install and commission outdoor digital information panels at first 15 locations as per scope defined in this RFP document.

(b) Implementation of Digital Outdoor full Colour LED Display Panels solution in stage-II (next 35 locations)

i) Within four months from the date of signing of agreement, the Concessionaire shall install and commission Digital Outdoor full Colour LED Display Panels at next 35 locations as per scope defined in this RFP document.

3.4.2 Operation and Maintenance Stage:

(a) Total Concession period is nine years from the date of signing of agreement. This includes four months implementation period.

(b) The Concessionaire shall operate, maintain and manage all these Digital Outdoor full Colour LED Display Panels throughout concession period in accordance with this RFP document.

3.5 NDMC Responsibilities

3.5.1 NDMC will provide permission in writing, for use of right of way (ROW) for installation of Digital Outdoor full Colour LED Display Panels, network connectivity with the nearby available fiber network, or any other equipment for exclusive usage for any work covered under this RFP document. This would be provided free of cost in NDMC area during the implementation stage and thereafter for maintenance purpose only throughout the Concessionaire period, subject to the conditions that the Concessionaire shall do restoration simultaneously with materials of same specifications. In case, such restoration is not possible simultaneously, then such restoration shall be done within 10 days.

3.5.2 NDMC will provide metered Electric connection upto the place of fixing of Digital panel. NDMC will bear the cost of electric cable and road restoration charges. However, the concessionaire will bear the charges of electric meter and monthly electric bill as per applicable rates.

3.5.3 Minimum space required for installation of Outdoor Digital Outdoor full Colour LED Display Panels, Switches, Routers, etc. for scope of work defined in this RFP document will be provided free of cost by NDMC. However, any Civil / Electrical work required will be the responsibility of the Concessionaire at his cost.

- 3.5.4** NDMC will provide built-up space for setting up of Central Control Centre within NDMC area, free of Cost, subject to availability of space. Such space shall not be used by the Concessionaire for any other purpose. NDMC reserve the right to such space for any other purpose as required.
- 3.5.5** At the end of the concession period, all rights given to the Concessionaire shall be terminated automatically.
- 3.5.6** NDMC shall provide single window clearance, where NDMC has full control and jurisdiction, to the Concessionaire for the purpose of this RFP document.

3.6 Concessionaire Responsibilities

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

- 3.6.1** Design, develop, provide, install, manage, operate and maintain these Digital Outdoor Full Colour LED display Panels as defined under this RFP, as per the Service Level Agreement (SLA) throughout the concession period. Penalty will be imposed as per SLA in the Penalty Clause of this RFP document for non-adherence of the terms and conditions of the RFP. If the service level dips below the minimum benchmark, it will be treated as an Event of Default by the Concessionaire and NDMC may terminate the agreement as defined in RFP document.
- 3.6.2** Operate, maintain and manage all hardware, software and services covered in this RFP document throughout the concession period. The Concessionaire will design all the contents required by NDMC to be displayed and run the content as per direction of NDMC from time to time. The Concessionaire will redesign or modify all or some of the contents as and when required by NDMC. The Concessionaire shall design the NDMC content to be displayed on these screen as per NDMC requirements from time to time and also display NDMC 311 app and the web portal. The Concessionaire will design the contents and provide linkage with various Government websites frequently used by the citizens. Provide links for route searching, weather conditions, availability of trains, buses, airlines and their booking, places of interest etc. Available nearby shopping complexes, restaurants, other important establishments etc. Registration of complaints with NDMC or any other department.

- 3.6.3** The Concessionaire shall provide connectivity (electrical, network, etc.) to all devices / equipments, required for this project, Central Control Centre, built / installed under this RFP document, and running, maintenance, operation & management cost of these devices/equipment throughout the concession period. The Concessionaire will be responsible for all civil, electrical, installation work related to network connectivity, power supply extensions to devices, installation of devices and equipment, and any other networking, communication, and infrastructure requirements related to any work under this RFP document.
- 3.6.4** Watch and ward of the assets/ services created in this project. The Concessionaire has to replace the material(s) / equipment(s) /device(s) in case of any theft or loss due to any other reasons, which affects the services/ assets under this project. The concessionaire may take comprehensive insurance of the project items.
- 3.6.5** To provide MPLS/ FTTH / broadband connection at each of the Outdoor Digital Outdoor full Colour LED Display Panel and at Central Control centre to update the digital contents on real time basis or as and when required, (ii) Free Wi-Fi connectivity to Public (iii) Internet connectivity for outdoor information panels; and data on demand basis, online to the Central Control Centre and to police stations in NDMC area throughout the concession period of project, at his cost (if concessionaire install the CCTV's)
- 3.6.6** Erect suitable structures at its own cost for installation of digital LCD/LED information panels as per design approved by NDMC. These structures shall be of stainless steel or any suitable material, and aesthetically designed and structurally stable. The concessionaire shall also indemnify NDMC for any damage due to such structures.
- 3.6.7** May utilize street light poles, with prior permission from NDMC, for installation of CCTVs, as necessary and used exclusively for the purpose of this project, without compromising the aesthetic sense and strength of pole. NDMC reserves the right to

reject the request of the Concessionaire for installation of any or all such CCTVs without assigning the reason.

3.6.8 Provide adequate battery bank to ensure uninterrupted power supply to LCD/LED screens, all hardware (equipment, devices, etc.) covered under this RFP document.

3.6.9 All physical assets created under this RFP as per Bill of Quantity (BoQ), will become the property of NDMC at the end of Concession period or at termination of the concession, whichever is earlier, and the Concessionaire will not have any legal right on these assets. However all the liabilities over such assets will be of the Concessionaire only.

3.6.10 At the end of the concession period of nine years, the Concessionaire has to hand over all physical assets created under this project to the NDMC in proper working condition. In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 15 days of such handing-over, otherwise, NDMC will get it rectified at the risk and cost of the Concessionaire. Performance guarantee of Concessionaire will be released only after successful handing over of the all physical assets in working condition to NDMC.

3.6.11 Any damage to other services arising due to installation or execution or repair or maintenance work by the Concessionaire, shall have to be made good by the Concessionaire within 72 hours of such damage, failing which NDMC has right to get it done at the risk and cost of the Concessionaire and in such case, NDMC will charge double of the cost incurred on making it good from the Concessionaire.

The location of Outdoor Full color LED Display panels given under this RFP document is based on preliminary survey. Area and location may change by NDMC while preparing detailed design and execution of this project. During the Concession period, Digital Outdoor full Colour LED Display Panel may be increased or decreased by NDMC and the Concessionaire has to remove or install these as per the scope of this project. At some point of time any Digital Outdoor full Colour LED Display Panel may be removed temporarily for some duration. NDMC will not give any compensation for such period except the minimum Concession fee of that period will be reduced proportionality. Upto 10% of total number of Digital Outdoor Full Colour LED display Panels can be removed by the NDMC from this project

during the concession period, without paying any cost to the concessionaire except adjustment of the minimum Concession fee proportionality. In case of removal of more than 10% of total number by NDMC, depreciated value of the physical assets installed (Digital Outdoor Full Colour LED display Panel) in excess to 10% shall be paid by the NDMC to the concessionaire.

3.6.12 During the term of the Concession period, NDMC may direct the Concessionaire to relocate Digital Outdoor Full Colour LED display Panels as necessary to address Security concerns. The concessionaire has to bear the cost of re-location upto 5 units per year to address security concerns. The NDMC will bear the cost of re-location of such units over and above 5 units per year. NDMC reserves the right to verify the cost of re-location of these units from any third party as deemed fit by the NDMC. The Concessionaire, at the request of the NDMC, shall be required to remove Digital Outdoor Full Colour LED display Panels which interfere with the construction, maintenance or repairs of public utilities, public works or public improvements. At the request of the NDMC, Digital Outdoor Full Colour LED display Panels so removed must be reinstalled when construction, maintenance, or repairs are completed or relocated to sites approved by the NDMC. The concessionaire has to bear the cost of re-location upto 5 units per year to address security concerns. The NDMC will bear the cost of re-location of such units over and above 5 units per year. NDMC reserves the right to verify the cost of re-location of these units from any third party as deemed fit by the NDMC. The replacement locations will be confined to the a location mutually agreed in between NDMC and the concessionaire, after considering the location of existing installation that is being removed. In both of the above cases, the concessionaire shall bear the cost of re-location upto maximum of 25 units during the entire concession period.

3.6.13 The concessionaire shall pay Concession Fee to NDMC as mentioned in Clause 3.7.

3.6.14 Concessionaire to deposit BG/FDR/DD of Rs.25,00,000/- (Rs. Twenty Five Lakh only) as a refundable security deposit with the NDMC, which will be released within three months from the date of end of concession period, only upon successful

completion of the work, settlement of all dues (unless the said amount is forfeited for any breach of contract) and peaceful handover of the physical assets and that the said Security Deposit shall not carry any interest.

- 3.6.15** The Concessionaire shall apply for ROW permission to NDMC, in one-month advance, showing its requirements, layout plan for services to be laid, plan for restoration with timelines. NDMC will get it approved as per feasibility at site. The final location/route will be decided/ approved by NDMC keeping in view the requirements of the Concessionaire and the site conditions. As such, any instructions/policy of NDMC, Government of NCT of Delhi and Government of India, Courts orders etc issued from time to time will be applicable on the Concessionaire.
- 3.6.16** Restoration of roads, footpath, green portion etc. will be done by the Concessionaire to its original shape with same quality material at its own cost as per plan approved by NDMC or within 15 days from the date of road cutting, whichever is earlier. Restoration has to be done with equivalent specifications provided by NDMC so that after restoration the aesthetics and purpose of use will not compromise. Restoration work shall be carried out as per CPWD specifications.
- 3.6.17** In case, the Concessionaire fails to restore the roads/footpath/ green portion etc. within the stipulated time then NDMC has right to get it restored at the risk and cost of the Concessionaire, and in such case, NDMC will charge 1.5 times of the cost incurred on making it good from the Concessionaire.
- 3.6.18** The Concessionaire shall take metered electricity for Digital Outdoor Full Colour LED display Panels, and all equipments related to it and for all equipment installed in Central Control Centre. The Concessionaire will bear the cost of electricity consumed for all such devices as per commercial tariff applicable from time to time.
- 3.6.19** At the time of completion of implementation period (i.e. four months from the date of signing of agreement), the Concessionaire shall inform the NDMC in writing for the same along with a list of all the assets (details of equipment, software's, services etc.) deployed during the implementation period under this RFP document, including

their costs. The Concessionaire shall update such assets list on yearly basis throughout the concession period.

3.6.20 The concessionaire shall be responsible for any theft/damage/loss of assets created under this project and shall be responsible for settlement of the dispute, if any, including under the Court of Law, and also follow all instructions and guidelines issued by Delhi Police / statutory rules & regulations / NDMC for prevention of misuse by anti-social elements, terrorist(s) etc.

3.6.21 All advertisements displayed on such panel, throughout the concession period, shall be in accordance with the Advertisement Policy of NDMC, as amended from time to time.

3.6.22 Undertake all measures for Cyber security, protection of information and communication technology systems of this project from cyber-attacks that are purposeful attempts by unauthorized persons to access ICT systems in order to achieve the target of theft, disturbance, damage, or other illegal actions. The Concessionaire will detect, analyse and do mitigation of vulnerabilities and protect Central Control Centre including Data Centre from cyber-attacks throughout the concession period.

The concessionaire has to arrange the network connectivity between centralized data centre and Digital Outdoor Full Colour LED display Panel either by point to point connectivity or internet connection. The concessionaire has to arrange required hardware and software for cyber security.

3.6.23 The Concessionaire will provide necessary support, data and other required information for integration of this solution with Central Command and Control Centre of NDMC, as and when such Command and Control Centre will be set-up by the NDMC by itself or through any other concessionaire.

3.6.24 Responsible for and provide security at the locations of these panels, and shall report crimes to Delhi Police and NDMC without fail.

3.6.25 Maintenance by the Concessionaire of the Digital Outdoor full Colour LED Display Panel shall be in accordance with applicable laws and include inspecting, cleaning and removing graffiti from the Digital Outdoor full Colour LED Display Panel on at least two non-consecutive days each week, preventive maintenance and prompt repairs. The sidewalk immediately adjacent to the Digital Outdoor Full Colour LED

display Panels shall be maintained in its proper condition or, if necessary, restored at the Concessionaire's sole expense.

3.6.26 The concessionaire will not install/Anchor these LED Display panels from the side walls. These panels will only be install by fixing it with the existing floor.

3.7 Concession Fee:

3.7.1 The applicant shall quote **ONLINE** the lump-sum 'Concession Fee' which will be paid to NDMC per month in the prescribed format given at **Annexure-3**. The Concessionaire would pay to NDMC every month the Concession Fee as quoted above throughout the concession period, subject to minimum concession fee as Rs.5,000/- (Rupees Five Thousand only) per month per Digital Outdoor Full Colour LED display Panel, which will increased on yearly basis @ 7% on compounded basis. For 15 panels under stage-I, the Concession fee will start from the end of 2 (two) months from the date of signing of agreement. For next 35 panels under stage-II, the Concession fee will start from the end of four months from the date of signing of agreement. The Concession fee will start from the end of four months from the date of signing of agreement. If the Digital Outdoor Full Colour LED display Panel is installed and commissioned before the stages defined above, then the concessionaire fee will start from the date of installation and commissioning or the period defined above whichever is earlier.

3.7.2 The concession fee will be changed (increased or decreased), in proportion to the change (increase or decrease) in number of Digital Outdoor Full Colour LED display Panels given to the Concessionaire.

S.No.	Description of Item	Quantity	Concessionaire Right on advertising panel	NDMC Right on advertisement
1	Digital Outdoor full Colour LED Display Panel having 55" LCD/ LED	50 nos.	One side of the Digital Outdoor full Colour LED Display Panel having 55" LCD/ LED will be used by the concessionaire for digital advertisement purpose for 10 minutes in every 12 minutes. All advertisements displayed on such panel, throughout the concession period shall be in accordance with the Advertisement Policies of NDMC, as amended from time to time.	After every 10 minutes of the time used by concessionaire. NDMC information will be displayed for two minutes. The concessionaire will design the content for the same and display it on these advertisement panels.

3.8 Technical Specifications:**3.8.1 Digital Outdoor full Colour LED Display Panel Specification:**

Sr. No.	Item	indicative Requirement Description	Compliance (Yes / No)
1	Platform requirement	The Digital Outdoor full Colour LED Display Panel Platform should comprise of Hardware based Clients, a management platform, and a network infrastructure to deliver multimedia content through Digital Outdoor full Colour LED Display Panel to Citizens.	
2	Platform Requirement	The Digital Outdoor full Colour LED Display Panel Experience Platform should be enterprise-grade configurable and manage web clients designed to deliver multimedia services for public venues, including high-definition digital displays and panels. This managed Digital Outdoor full Colour LED Display Panel platform should be both developer and IT friendly.	
3	Platform Requirement	The Digital Outdoor full Colour LED Display Panel Experience Platform should feature a web browser, which is a comprehensive web-centric Digital Outdoor full Colour LED Display Panel application development platform with integrated Java Script API access to multimedia, peripheral, and system resources. In addition to support for plug-ins such as Adobe Flash Player, the browser should provide several proprietary widgets, which can be configured and controlled from JavaScript, to simplify the development effort. External keyboards and mice should be supported for accessibility compliance and administration is not mandatory but the concessionaire is responsible to design and implement complete solution as per RFP. Content to be integrated with the current service selection to provide highly effective targeted advertising. Applications to be displayed in templates that also contain zones for Really Simple Syndication (RSS) feeds, and advertising content. Built-in support for voice and video communications will allow the rapid development and delivery of many collaboration applications (This feature is not mandatory, however concessionaire is responsible to design and implement complete solution as per RFP.) The devices should be configurable and managed remotely by an advanced, web-based management portal with a menu-based GUI. Digital Outdoor full Colour LED Display Panel should operate at least basic content in case it gets disconnected from central manager.	
4	Screen	<ul style="list-style-type: none"> i. Digital Outdoor full Colour LED Display Panels should have single screen ii. 55" LED / LCD size for back non touch display. iii. Should support Full HD (1980x1024) Resolution or 	

		<p>better. Brightness 2500 nit.</p> <p>iv. Support for following features: Wide Viewing Angle, Low Power Consumption, High Contrast Ratio, High Aperture Ratio, Short Response Time;</p>	
5	Physical form	<p>i. Digital Outdoor full Colour LED Display Panel body enclosed should be in a protective shell made of robust weatherproof material, Digital Outdoor full Colour LED Display Panel would be places outdoor so it should survive adverse weather condition.</p> <p>The Concessionaire shall make suitable arrangements for safety and security of the Digital Outdoor full Colour LED Display Panel.</p>	
6	Security requirements	<p>i. System should have role based access control for secured and control user access.</p> <p>ii. Digital Outdoor full Colour LED Display Panels should ensure that any data stored within or being transferred is encrypted as per industry standards. Such panels shall ensure no data loss to the extent possible.</p> <p>Digital Outdoor full Colour LED Display Panel machine will be equipped with sufficient tamper-proof mechanisms to ensure detection in case of physical tampering to the Digital Outdoor full Colour LED Display Panels</p>	

3.8.3 Servers and Server Aggregation Switches, Firewall & IPS : As per requirement.

3.8.4 Digital Outdoor full Colour LED Display Panel & Display Requirement

Make and Model of Product offered			
Model	Standard	Advertisement. Screen	
Display Panel	Screen Size	55 inches	
	Resolution	1920 x 1080	
	Aspect Ratio	16 : 9	
	Display Colors	16.7M	
	Brightness (cd/m ²)/(typ) minimum	2,500	
	Contrast Ratio (Native)	5,000 : 1	
	Response Time (ms, GTG)	6	
	Viewing Angle (H°/V°)	178°/178°	
	Life Time	50,000Hrs	
	Operational Hours	24 X 7	
	Temperature & Brightness Sensor	Yes	
	Embedded player	Yes	
	Built in speaker	10 + 10 W	
	Backlight type	LED/LCD	
Connectivity & Control	Display Input	VGA (15 pin D-Sub) ^^^	1
		HDMI	2
		DVI & DP	1
		USB & RJ45	1
		Wi-fi Embedded	Yes
		RS-232C	1
	Power Requirement	Operating Voltage	100 - 240VAC
		Display Consumption (maximum)	940
	Digital Outdoor full Colour LED Display Panels Auto Cooling System		Yes
	PIR Sensor (Motion detection)		Optional
Luminance Sensor(Auto Brightness)		Yes	
Environmental conditions	Temperature operational (°C)	0°C - 50°C	
	Humidity (non-condensing) (%)	20 - 80	

^^^not mandatory but the concessionaire is responsible to design and implement complete solution as per RFP

Certification required:

- (i) The product should have ULL, CE certification
- (ii) BIS certification for the LCD/LED panels, if applicable

Note: 1. The specifications mentioned in the RFP are minimum specifications. Bidder can propose higher specifications.

2. The Applicant has to mention the make and model number of the product offered.

4. INSTRUCTIONS TO THE APPLICANTS

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

A. GENERAL

4.1 General Information and Guidelines

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

- 4.1.6 All information supplied by Applicants may be treated as contractually binding on the Applicants on successful award of the assignment by NDMC on the basis of this RFP document.
- 4.1.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Concession Agreement has been executed by or on behalf of NDMC. Any notification of Preferred Applicant status (including issue of a Letter of Acceptance) by NDMC shall not give rise to any enforceable rights by the Applicant. NDMC may cancel this public procurement at any time prior to a formal written Concession Agreement being executed by or on behalf of NDMC.
- 4.1.8 This RFP document supersedes and replaces any previous public documentation and communication. Applicants should place no reliance on such communications.
- 4.1.9 The Bid should be furnished clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.1.10 The Applicant shall deposit an Earnest Money Deposit (EMD) of Rs.10.00 Lakh (Rupees Ten Lakh only) in accordance with the provisions of this RFP document. The Applicant has the option to provide the EMD either as a Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi or in the form of a Bank Guarantee acceptable to the NDMC, as per format at **Annexure-5**.
- 4.1.11 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the NDMC and the Applicant. Where a demand draft is provided, its validity shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, for the purposes of encashment by the NDMC. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit (EMD). The EMD shall be refundable no later than 60 (sixty) days from the date of issuance of Letter of Acceptance to the Preferred Applicant except in the case of the Preferred Applicant whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 4.1.12 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of Consortium shall not be entitled to

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

- 4.1.13 The Applicant shall acquaint himself with the proposed site of work, its approach roads, working space available before submitting the bid.
- 4.1.14 The Applicant should submit a Power of Attorney authorizing the signatory of the Application to commit the Applicant.
- 4.1.15 In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member.
- 4.1.16 If for any reason, any area in whole or part is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the Concessionaire shall be entitled to any relaxation, whatsoever, on this ground and he shall re-organize his resources to suit the modified schedule.
- 4.1.17 The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.
- 4.1.18 The project cost on the part of the Applicant would include the cost of hardware, software, civil, electrical works, manpower and other costs. There will be recurring annual cost associated with operation and maintenance of these facilities as per the scope of the work defined in the RFP document.
- 4.1.19 Organizational Structure during Implementation and Operation: The Applicant shall submit its proposed organizational structure during implementation, operation and maintenance stages commensurate with targeted Project Completion Schedule, which will form the basis of Employment Schedule. The Applicant shall also enclose CV's of the key persons including tasks assigned to them.
- 4.1.20 The Concessionaire shall be responsible for the operations and maintenance as per the terms set out in the RFP document.
- 4.1.21 If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the project, such changes shall be carried out without any cost. The quantities of hardware and software items as mentioned in this RFP document are indicative.
- 4.1.22 An Applicant shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the NDMC in relation to the

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

4.2 Change in Ownership

4.2.1 By submitting the Bid, the Applicant acknowledges that the Lead member, at any point of time throughout the concession period, cannot assign or delegate its rights, duties or obligations under the Agreement. Other member of the consortium, at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement except with prior written consent of the NDMC. In such case, substitute member shall be of at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Consortium Member who is sought to be substituted and the modified Consortium member shall continue to meet the pre-qualification and short-listing criteria for Applicants. The lead member will remain responsible for successful delivery of the project at all times throughout the concession period. Consortium member whose experience shall be counted will hold not less than 26% (twenty six per cent) of the Consortium. The Applicant further acknowledges and agrees that the aforesaid obligation shall be the minimum,

and shall be in addition to such other obligations as may be contained in the RFP document / Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document / Concession Agreement, be deemed to be a breach of the RFP document / Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause shall apply only when the Applicant is a Consortium.

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

4.3 Cost of Bidding

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

4.4 Site visit and verification of information

- 4.4.1 Applicants are encouraged to submit their respective Bids after visiting the Project site and ascertaining themselves about the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.
- 4.4.2 It shall be deemed that by submitting a Bid, the Applicant has:
- (i) made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
 - (ii) received all relevant information requested from the NDMC;
 - (iii) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (a) existing facilities and structures;
 - (b) conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;
 - (c) conditions affecting transportation, access, disposal, handling and storage of materials;
 - (d) all other matters that might affect the Applicant's performance under this RFP document;
 - (iv) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the NDMC relating to any of the matters referred to in this RFP document;
 - (v) satisfied itself about all matters, things and information, including matters referred to in Clause 4.4.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations there under;
 - (vi) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in Clause 4.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the NDMC, or a ground for termination of the Concession Agreement by the Concessionaire;
 - (vii) acknowledged that it does not have a Conflict of Interest; and

- (viii) agreed to be bound by the undertakings provided by it under and in terms thereof.

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

4.5 Verification and Disqualification

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

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

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the NDMC, the supplemental information sought by the NDMC for evaluation of the Bid, or
- (c) any act or omission of the Applicant results in violation of or non-compliance with this RFP document or any Applicable Laws (Clause 8.8).

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Applicant gets disqualified / rejected, then the NDMC reserves the right to take any such measure as may 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 Concession Agreement or after its execution and during the period of

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

B. DOCUMENT

4.6 Contents of the RFP Document

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

Invitation for Bids

- Section 1. Invitation for Proposal
- Section 2. Overview of NDMC
- Section 3. Project Objective and Scope
- Section 4. Instructions to the Applicants
- Section 5. Evaluation of Bids
- Section 6. Appointment of Concessionaire
- Section 7. Fraud and Corrupt Practices
- Section 8. Miscellaneous
- Section 9. Punitive Clause
- Section 10. Force Majeure

- Section 11. Event of Default and Termination
- Section 12. Dispute Resolution
- Section 13. Liquidated Damages
- Section 14. Exit Management Schedule

Annexures:

1. Details of locations of Digital Outdoor full Colour LED Display Panels.
2. Locations map of each Digital Outdoor full Colour LED Display Panels.
3. Format for financial bid
4. No Barring Certificate
5. Format of bank guarantee
6. Power of Attorney for Lead Member of Consortium
7. Pre-contract integrity pact
8. Joint bid agreement
9. Financial bid Estimation
10. Power of attorney for signing of Application
11. Statement of legal Capacity
12. No deviation Certificate

4.7 Clarifications

- 4.7.1 Applicants requiring any clarification on the RFP document may notify the NDMC in writing by speed post/ courier/ special messenger and by e-mail and should send in their queries so as to reach the officer designated in Clause 1.4 by the date specified in Clause 1.7 (Key Events and Dates). NDMC shall endeavour to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date/ extended Bid due date (whichever is later). The responses will be sent by e-mail. The NDMC will upload clarifications, if any, on its website (**Error! Hyperlink reference not valid.** <https://govtprocurement.delhi.gov.in>). The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for “Digital Outdoor full Colour LED Display Panels.”

Queries may be sent on the following email ids before the last date to send in requests for clarifications:

seph.civil@ndmc.gov.in, secretary@ndmc.gov.in & ce.civil1@ndmc.gov.in

- 4.7.2 The NDMC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the NDMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the NDMC to respond to any question or to provide any clarification.
- 4.7.3 The NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants through its website. All clarifications and interpretations issued by the NDMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

4.8 Modification in the RFP Document

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

C. PREPARATION AND SUBMISSION OF BIDS

4.9 Format and Signing of Bid

- 4.9.1 Bidders who wish to participate in this proposal will have to register on e-procurement system of Delhi Govt. to participate in online proposals, bidders will have to procure Digital Signature Certificate (Type II or Type III) as per Information Technology Act, 2000 using which they can sign their electronic bids. Bidders may contact e-procurement cell, NDMC, IT&C, Government of Delhi for further assistance. Bidders who already have a Valid Digital Certificate

need not procure a new digital certificate. Before electronic submission of proposal, it should be ensured that all the proposal papers including conditions of contract are read, understood by the Applicant. The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case, the bidder makes addition and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail. However, scanned copy or proposals technical eligibility document and financial eligibility documents and all original papers related to Bank Guarantee, Power Attorney etc. should be uploaded with the technical bid. The Applicant shall provide all the information sought under this RFP document. The NDMC will evaluate only those Bids that are received in the required formats and complete in all respects.

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

Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scanned copy of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table 5.2.3 & 5.3.2 should be uploaded along with the technical bid.

- 4.9.3 It is expected that Applicants have read and understood the RFP document along with clarification / addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted alongwith the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers. (Scanned copy of all the documents to be uploaded on Delhi Govt. website <https://govtprocurement.delhi.gov.in>).

4.10 Sealing and Marking of Bids

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

- (a) Envelope A: (i) Earnest Money Deposit; (ii) Cost of RFP document (in case of downloaded RFP document), if any; and (iii) 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) If applicable, the Power of Attorney for Lead Member of Consortium in the format of **Annexure-6**; and
 - (iii) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.
- (b) Envelope B: Technical Bid (as per Clause 5.3.2). All the relevant Documents of Envelope A & B to be scanned & uploaded on Delhi Govt. website <https://govtprocurement.delhi.gov.in>.
- (c) Financial bid to be submitted only online on Delhi Govt. website (<https://govtprocurement.delhi.gov.in>).

4.10.2 The Bid shall include the following documents: -

Envelope A Hard copy as well as uploading scanned copies on e-tender (https://govtprocurement.delhi.gov.in)		
Sl. No.	Documents Type	Document Format
1.	Earnest Money Deposit (EMD)	EMD – Rs.20.00 Lakh to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of “Secretary, NDMC” Payable at Delhi/New Delhi.
2.	Cost of RFP document, if applicable	Cost of RFP document (in case of RFP document downloaded from website) – Rs.10,000/- to be deposited in the form of Demand Draft/Bankers Cheque in favour of “Secretary, NDMC” Payable at Delhi/New Delhi.
3	Eligibility Criteria	The Eligibility Criteria shall be prepared in accordance with the requirements specified in RFP document.
Envelope B Hard copy as well as uploading scanned copies on e-tender (https://govtprocurement.delhi.gov.in)		

1	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this RFP document and in the formats prescribed. This Envelope should also mandatorily include un-priced Bill-of-Material (BOM).
To be submitted on e-tender only (https://govtprocurement.delhi.gov.in)		
1	Financial Bid	The Financial Bid proposal shall be submitted online on the https://govtprocurement.delhi.gov.in as per Annexure 3 .

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

“Bid for the Digital Outdoor full Colour LED Display Panels”

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

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

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

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

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

4.11 Bid Due Date

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

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

4.12 Late Bids

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

4.13 Contents of the Bid

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

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

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

4.14 Modifications/ Substitution/ Withdrawal of Bids

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

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

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

4.15 Opening of Bids

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

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

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

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

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

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

4.16 Rejection of Bids

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

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

4.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Applicants and the NDMC.

4.18 Confidentiality

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

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

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

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

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

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

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

4.19 Correspondence with the Applicant

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

4.20 Contacts during Bid Evaluation

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

4.21 Deviation Statement

Applicants may note that NDMC will not entertain any deviations to the RFP document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants would have to be unconditional and unqualified and the Applicants would be deemed to have accepted the terms and conditions of the RFP document with all its contents.

4.22 Bid Submission Format

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

D. Earnest Money Deposit (EMD)

4.23 Earnest Money Deposit (EMD)

4.23.1 The Applicant shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 10 Lakh (Rs. Ten Lakh) in the form of 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 issued by a nationalized bank, or a Scheduled Bank in India, in favour of the "Secretary NDMC" in the format at **Annexure – 5** (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed

between the NDMC and the Applicant from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 4.23.2 The NDMC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.
- 4.23.3 Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the NDMC as non-responsive.
- 4.23.4 The Earnest Money Deposit of unsuccessful Applicants will be returned by the NDMC, without any interest, as promptly as possible on issuance of the Letter of Acceptance to the Preferred Applicant or when the Bidding process is cancelled by the NDMC.
- 4.23.5 The Preferred Applicant's EMD will be returned, without any interest, upon the Concessionaire signing the Concession Agreement after furnishing the Performance Security in accordance with the provisions thereof.
- 4.23.6 The NDMC shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 4.23.7 herein below. The Applicant, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the NDMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Applicant during the period of Bid validity as specified in this RFP document. No relaxation of any kind on EMD shall be given to any Applicant.
- 4.23.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or under the Concession Agreement, or otherwise, if-
- (a) an Applicant submits a non-responsive Bid;
 - (b) an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Clause 7** of this RFP document;
 - (c) an Applicant withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Applicant(s) and the NDMC;
 - (d) the Preferred Applicant fails within the specified time limit -
 - (i) to sign and return the duplicate copy of Letter of Agreement; or
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed there for in the Concession Agreement.

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

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

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

E. Pre-Bid Meeting

4.24 Pre-Bid Meeting

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

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

4.24.3 A maximum of three representatives of each person who has purchased this RFP document shall be allowed to participate on production of duly issued authority letter from such person and identity documents.

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

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

4.24.6 All enquiries from the Applicants relating to this RFP document must be submitted to NDMC before the deadline mentioned in RFP document (Key Events and Dates – Clause 1.7). **These queries should also be emailed to seph.civil@ndmc.gov.in, secretary@ndmc.gov.in & ce.civil1@ndmc.gov.in**

F. Administrative Guidelines

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

- (i) NDMC reserves the right to intervene at any point throughout the Concession Agreement for all administrative, operation and maintenance activities.
- (ii) Any civil and architectural work or structural changes required while implementation should go through proper approvals from NDMC. Every plan that is submitted would be reviewed and approved with necessary amendments (if any) by the Project Implementation Committee of NDMC based on the project plan. The Concessionaire is responsible for incorporating the amendments proposed by the Project Implementation Committee, and submit the revised plan for approval to NDMC. All civil and architectural changes are to be implemented by the Concessionaire only after the plans are approved by NDMC.
- (iii) All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by the Concessionaire. NDMC will extend assistance in getting the requisite permission from statutory bodies in this regard.
- (iv) The concessionaire will hold ownership of all hardware equipment and software components, including but not limited to all active and passive devices, sensors, servers, computer systems, solutions, applications, reports, software and licenses etc during the concession period. However, he has to transfer all the assets created under this RFP to NDMC in working condition at the end of concession period."
- (v) The Concessionaire shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- (vi) The Concessionaire shall not cause any damage to Government buildings / other premises / property/ public places etc. If any damage occurs, the Concessionaire will perform necessary restoration at its own cost.
- (vii) The work of Concessionaire shall be subject to inspection at various stages. The Concessionaire shall abide and follow all Safety and Security Regulations and practices at all times. The Concessionaire should not use any sub-standard products at any point of time.
- (viii) The Concessionaire would also be required to maintain a centralized Helpdesk monitoring system at the Central Control Center, which will track new installations, complaints, issues logged by the Technical team, NDMC and public.
- (ix) All the hardware and software supplied and replaced should be new and from reputed OEMs as per the RFP document. The Concessionaire shall ensure that the products procured are of the OEM proposed in the bid. The material shall be checked/ validated/ audited through agency identified by NDMC, along with Quality tests before dispatching to site or thereafter. The Concessionaire is responsible to check and validate all material including hardware, software and peripherals and provide the list of the same to NDMC before installation.

Deviation Clause:

- (x) During the concession period, NDMC has the right to increase or decrease number of Digital Outdoor full Colour LED Display Panel from the scope of work. In that case the minimum concession fee per Digital Outdoor full Colour

LED Display Panels will remain same. During the implementation of the Project, the quantity of the digital panels may deviate plus/minus 30% as the case may be, the quantity will be decided by NDMC.

G. Operation and Maintenance (O&M) Guidelines

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

- (i) The Concessionaire has to adhere to the operation and maintenance policies and procedures, as directed by NDMC, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, repair and maintenance of Digital Outdoor full Colour LED Display Panel and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation to the key this project operational characteristics.
- (ii) Concessionaire will be responsible to deploy on-field and off-field (but on-site at NDMC) resources for appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the project throughout the entire concession period of nine years. The Concessionaire has to manage and maintain all the Digital Outdoor full Colour LED Display Panel sites.
- (iii) The Central Control Center will be hosted and operated at NDMC premises. Concessionaire will operate and maintain all equipment installed at Data Centre. Day to day operations at Central Control Centre will be monitored and operated by the Concessionaire. All the hardware and software issues will be the responsibility of the Concessionaire.
- (iv) The comprehensive Operations and Maintenance (O&M) period for all panels, devices, equipment and its related hardware, software, electrical and network infrastructure components supplied and installed for this project including configuration of servers, desktops, routers, switches, firewall, CCTVs, and various other active and passive components along with repair, replacement of parts, sensors, providing spare parts, updating, security alerts and patch updating, regular backup of the data etc. shall be upto a period of nine years from the date of signing of concession agreement Project site. The Concessionaire shall provide comprehensive on-site warranty for all the hardware items and peripherals, both on field and inside the Central Control Centre throughout the concession period.
- (v) The Concessionaire shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the hardware/ system software. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.
- (vi) The team shall be also be responsible for regular monitoring of all the equipment, proactively perform warranty checks, and generate SLA reports from the SLA monitoring tool.

- (vii) The team shall be required to take regular backup of the application data as per the frequency defined by NDMC. Security and safety arrangements for safe custody of the backup data shall also be the responsibility of Concessionaire.
- (viii) The Concessionaire shall ensure that the team has appropriate skill-sets for managing data centre, networking, and hardware and application software tools.
- (ix) The Concessionaire shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/ Concessionaire are referred, referenced, reviewed and maintained up-to-date at all times.
- (x) All patches and updates to any software and hardware devices shall be provided by the Concessionaire without any additional costs throughout the tenure of the Concession Agreement.
- (xi) NDMC reserves the right to ask for replacement of any hardware, software and network components if it is not from a reputed brand and does not conform to all the requirements specified in the RFP document.
- (xii) After completing life of equipment, the Concessionaire has to replace them with new hardware / software of same or better specifications free of cost throughout the concession period.
- (xiii) During the concession period, if any hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

H. Passive Cabling Guidelines

4.28. The Concessionaire should ensure that appropriate communication channels are setup for data, voice along with wireless compatibility. The Concessionaire should ensure that the cable layouts are neat and distinguishable. The termination of cables needs to be planned for future expansion of scope.

4.29 General Terms & Conditions:

- a) The project site for Digital Outdoor full Colour LED Display Panels are allotted on 'as is where is' basis and the Concessionaire agrees not to raise any dispute regarding the allotted/approved area.
- b) The parties agree that the Concessionaire shall be liable to complete all the formalities concerning deposit of advance license fee and execution of the agreement on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the successful Applicant within seven days of the date of issue of the allotment letter. In case the successful bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the NDMC as it deems fit and proper.
- c) The Concessionaire shall not be eligible for any rebate, refund or modification whatsoever to the Concessionaire's financial commitments/obligations to the Council for whatever reason.

- d) The Concessionaire shall not cause any interference/hindrance to any activity of the Council or any government authority at the Digital Outdoor full Colour LED Display Panels site.
- e) The Concessionaire shall ensure that such area(s) are kept free from any encumbrance in a neat and tidy.
- f) The Concessionaire will have to operate & supervise the operation and maintenance of the Digital Outdoor full Colour LED Display Panel sites as per schedule for the entire concession period.
- g) The Concessionaire shall operate & manage the Digital Outdoor full Colour LED Display Panel through his employees, but shall not be allowed to sublet the project to any other person. The contract shall be liable to be determined with immediate effect if it is noticed by the NDMC that in violation of the clause, he has allowed any other person other than his employee, to run the project. A penalty as provided under Penalty clause shall be imposed and if violation continues the Council reserves its right to terminate the allotment with forfeiture of security deposit and balance amount of license fee.
- h) The Concessionaire shall only employ uniformed staff for operation and maintenance at project site only after getting their police verification done. The Concessionaire shall keep the Council informed of the particulars of the Attendants deployed by him at the project site from time to time. The Concessionaire shall ensure that all the staff wear uniforms (as decided by NDMC) with Badges displaying their names.
- i) The Concessionaire shall not store any articles or allow any vendor or encroachment at the project sites. He shall also not be allowed to erect any structure at the project site, temporary or permanent. In case such structure has been erected by the Concessionaire, he shall be liable for prosecution. Such structure, if erected by the Concessionaire in an unauthorized manner, shall be removed/ demolished at the risk and cost of the Concessionaire by the NDMC. The Concessionaire shall not allow encroachment of any kind inside or beyond the project site. In case any encroachment is found at project site, the same will be removed without any notice with an imposition of a penalty as per Penalty clause.
- j) It is a condition of this agreement that the land of the project site shall always remain the unhindered & exclusive property of the Council and the Concessionaire shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.
- k) LOST PROFITS/CONSEQUENTIAL DAMAGES: In no event shall either party be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

4.29.1 **OWNERSHIP**

NDMC shall have an absolute & exclusive right/title/interest of the project site/area/bay used by the Concessionaire for Digital Outdoor full Colour LED Display Panel and in no way shall the user of such property for these Digital Outdoor full Colour LED Display Panels purposes imply of granting any title or ownership to the Concessionaire.

4.29.3 **MISCELLANEOUS PROVISIONS**

INTERPRETATION

Save where the context otherwise requires in this Agreement:

- a. Words Importing persons or parties shall include firms and Councils and any organization having legal capacity;
- b. Words importing the singular shall include the plural and vice versa where the context so requires;
- c. References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- d. Reference to any gender includes a reference to all other genders;
- e. References to the words "include" or "including" shall be construed without limitation;
- f. References to this Agreement or any other agreement, deed, instrument or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated and;
- g. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

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 Applicants on their proposals and may visit Applicant's client site to validate the credentials/ citations claimed by the Applicant in the bid.
- 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.
- 5.1.4 Technical marking of the bids will be done as per criteria defined in Clause 5.3.2.
- 5.1.5 All the bidders scoring 70% marks in the Technical bid will be declared as technically qualified for opening of their financial bids.

5.1A Tests of responsiveness

- 5.1A.1 Prior to evaluation of Bids, the NDMC shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:
 - (a) it is received as per the format defined in RFP document.
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 4.11;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 4.9 and 4.10;
 - (d) it is accompanied by the Earnest Money Deposit;
 - (e) it is accompanied by the Power(s) of Attorney, if applicable;
 - (f) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
 - (g) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant;
 - (h) it does comply with all the Technical specifications and General Terms and conditions;
 - (i) it does not contain any condition or qualification;
 - (j) the Applicant has submitted all additional information or clarification as sought by NDMC within the prescribed period;
 - (k) Bids without duly signed integrity pact; and
 - (l) it is not non-responsive in terms thereof.
- 5.1A.2 The NDMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NDMC in respect of such Bid. Provided, however, that the

NDMC may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

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

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

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

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

S. No.	Basic Requirement	Specific Requirements	Documents Required	Scanned copy to be uploaded
1	Applicant Entity	<p>Legal entities duly registered under the Companies Act 1956/ 2013 is allowed.</p> <p>In case of consortium, the lead member shall be a Legal entity duly registered under the Companies Act 1956/ 2013 on or before 01.04.2014.</p> <p>Lead member shall have more than 50% (fifty percent) of the Consortium.</p>	<p>a) Certificates of incorporation;</p> <p>b) Registration Certificates;</p> <p>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.</p>	Pre-qualification document to be uploaded (PQ1)
2	General Requirement	<p>Applicant/ lead member of the Consortium should be in operation for a period of at least 3 years in India in the field of:</p> <p>(i) Manufacturing of Hardware such as LED/LCD panels, or</p> <p>(ii) Telecom, or</p> <p>(iii) Internet Service Provider, or</p> <p>(iv) Out of home Advertising Company,</p> <p>or</p> <p>(v) System integrator for IT hardware and software prior to the last date of bid</p>	Self-certified copy of documents to establish the General requirement conditions to be enclosed.	PQ2

		submission.		
3	Turnover	<p>The Applicant / Consortium shall have an average annual turnover of at least INR 5 crores in last 3 Financial Year (2013-14, 2014-15, 2015-16)</p> <p>“The Applicant / Lead Member shall have an average annual turnover of at least INR 5 crores in last 3 Financial Year (2013-14, 2014-15, 2015-16)</p>	<p>a) Certificate(s) from statutory auditors of the Applicant or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 3 (three) years; and</p> <p>b) Audited financial statements for the last three financial years(FY2013-14,2014-15and 2015-16). In case the financial statement for 2015-16 is not audited then the same will be duly certified by the Chartered Accountant.</p>	PQ3
4	Net-worth	Sole Applicant / Consortium shall have positive net worth as per the audited financial statement of the financial year (2015-16).	Certificate from the Statutory Auditor on net worth details over the financial year (2015-16).	PQ4
5	Solvency	“The Applicant / Lead Member shall have bank Solvency certificate of not less than Rs.2.00 Crores (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.	PQ5
6	Registration under Tax Labour Laws Electrical Laws, etc.	<p>The Applicant or the Lead member of the consortium should have a registered number of:</p> <p>(a) VAT/Sales Tax where his business is located;</p> <p>(b) Service Tax;</p> <p>(c) Income Tax PAN;</p> <p>(d) ESI & EPF registration as per Labour Laws.</p>	if during concession period there is requirement of VAT/Sales Tax registration is applicable as per law, the concessionaire has to get registered within 45 days of such requirement	PQ6
7	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State	Undertaking by the authorized signatory as	PQ7

		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.	well as all member of consortium as per the form mentioned in Annexure- 4 .	
8	Integrity Pact	Duly signed Integrity Pact as per Annexure-7	The Applicant has to submit duly signed Integrity Pact as per Annexure-7 alongwith its proposal.	PQ8

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

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

5.2.4 Deleted.

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

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

5.2.7 Consortium

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

(i) number of members in a consortium shall not exceed 3 (three);

- (ii) the Application should contain the information required for each member of the Consortium;
- (iii) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have holding of more than 50% (fifty percent) of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-6**, signed by all the other members of the Consortium;
- (iv) the Application should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations;
- (v) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- (vi) undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise;
- (vii) commit to the profit and loss sharing ratio of each member; commit 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-8** (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia, state:
 - (a) that notwithstanding anything contrary contained in this RFP or the Agreement, the Lead Member shall always be liable for obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members;
 - (b) that the Lead Member shall be liable for the entire scope of work and risks involved and further shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective general obligations under this Agreement;
 - (c) that each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in the Agreement
 - (d) that the Members of the Consortium shall alone be liable for all obligations of the identified sub-contractor and clearly indemnify the NDMC against any losses or third party claims arising due to the sub-contractor/consortium's default
 - (e) that the proposed roles and responsibilities, if any, of each member;
 - (f) the minimum holding commitment, to be held by each member;

- (g) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six per cent) or more of the holding of the Consortium.
- (h) that members of the Consortium shall not dilute their holding in the Consortium throughout the concession period.
- (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; 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 Applicant is a Consortium, then the term Applicant as used in this RFP document, shall include each Member of such Consortium.

5.2.8 Change in composition of the Consortium

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

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

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

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

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

5.2.9 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) as provided in Clause 8.14 that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the NDMC and not by way of penalty for, inter alia, the time, cost and effort of the NDMC, including consideration of such Applicant’s proposal, without prejudice to any other right or remedy that may be available to the NDMC under the RFP Document and/ or the Concession Agreement or otherwise.

5.2.10 The Applicant shall promptly inform the NDMC of any change in the status of the Applicant with reference to any of the eligibility criteria as specified in clause 5.2.3 to 5.2.5, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

5.2.11 Only those Applicants who meet the eligibility criteria specified in Clauses 5.2.3 and 5.2.5 shall qualify for technical evaluation under Clause 5.3. Applications of firms/consortia who do not meet these criteria shall be rejected.

5.3 Technical Evaluation (Envelope B)

5.3.1 Applicants, who will found eligible in terms of Clause 5.2 above, would be considered for technical evaluation.

5.3.2 Criteria for Technical Evaluation

S. No.	Criteria	Technical Evaluation Parameter	Maximum Marks
1	Financial Capability	<p>Average Annual turnover of Applicant/ Lead Member (in case of consortium) from last three financial years (FY 2013-14, 2014-2015, 2015-2016) from (i) Manufacturing of Hardware such as LED/LCD panels, or</p> <p>(ii) Telecom, or</p> <p>(iii) Internet Service Provider, or</p> <p>(iv) Management/ operation of outdoor advertisement panels; or v) System integrator for IT hardware and software:</p> <p>(a) Average annual turnover of Rs. 5Cr.: 12.5 marks (b) Average annual turnover of Rs. 10 Cr. and above: 25marks (c) Marks will be assign on pro-rata basis for Average Annual Turnover in between Rs. 5 cr. to Rs. 10Cr.</p>	25
2	Experience of	The Applicant or its consortium members (if any) should	30

S. No.	Criteria	Technical Evaluation Parameter		Maximum Marks
	Managing/ Operating Outdoor Advertisement Panels	have following past experience during the last 7 years ending the date of submission of bids of RFP :		
		a) Experience of Managing/ Operating indoor/ outdoor advertisement panels of at least 100 sq. m. (Scanned copies to be uploaded as PQ 9)	The Applicant or its any consortium member (confirming to clause 5.2.7) should have completed operation& management/ are currently operating and managing Indoor / Outdoor Advertisement Panels (considering all indoor / outdoor advertisement panels with the company)for 100 sq. m. for a time period of minimum one year during last 7 year: 7.5 marks. For operation and management of indoor / outdoor advertisement panels for 200 sq. m. or more for one year: 15 marks. The marking will be done on pro-rata basis for managing/operating of indoor / outdoor advertisement panels in between.	15
		(b) Experience of Design, Supply, Installation, Commissioning and operation of Digital Advertisement panels outdoor/Indoor during last 7 years.	The Applicant or its any consortium member (confirming to clause 5.2.7) should have completed similar project ¹ digital advertisement panels (outdoor/indoor) for 200 sq. ft. : 5 marks >= 400 sq. ft. : 10 marks The marking will be done on pro-rata basis for such projects of indoor / outdoor advertisement panels in between 200 sq. ft. to	10

¹Similar projects means Design, Supply, Installation and Commissioning of Outdoor/Indoor Digital Information Panels

S. No.	Criteria	Technical Evaluation Parameter	Maximum Marks
		400 sq. ft.	
		(c) Experience: Centralized management of digital contents for at least 10 locations from single location The Applicant or its any consortium member (confirming to clause 5.2.7) should have developed Centralized management of digital contents for at least 10 locations during the last 7 years ending the date of submission of bids of RFP for 10 locations : 2.5 marks >= for 20 locations : 5 marks The marking will be done on pro-rata basis for no. of locations in between 10 to 20.	5
3	Design of Digital Outdoor full Colour LED Display Panel	(i) Aesthetic of the Digital Outdoor full Colour LED Display Panel (ii) Vandalism proof design (iii) Weather (temperature / water / wind /dust) proofing (Scanned copies to be uploaded as PQ 10)	15
4	Technology Architecture, Innovative Solution/Value Addition, SLA management,	(i) Technology Architecture blue print with various components asked – 10 marks (ii) Innovative Solution/ Value addition – 6 marks (iii) SLA management – 4 marks (Scanned copies to be uploaded as PQ 11)	20
5	Technical Management Manpower &	Proposed technical & managerial manpower at various stages of project (implementation and maintenance) and CV of Key professionals as mentioned in clause 5.3.6(iv). (Scanned copies to be uploaded as PQ 12)	5
6	Presentation	Presentation consisting of animated film of 3-5 minutes providing details of the proposed system including equipment, software, hardware and seamless integration.	5
Total Marks			100

Note: Work Orders and Client Certificates for successful completion of such work confirming period and area of activities for the purpose of clause 5.3.2 should be uploaded. Self-certification shall be submitted by the Applicant for works executed for internal purposes. NDMC can verify such submissions / work orders / client certificates submitted by the Applicant through any means, including site visits.

5.3.3 The Technical Evaluation of Applicant's proposals (Envelope B) shall be based on:

- (i) Technical Proposal Evaluation;
- (ii) Technical Presentation; and

5.3.4 Technical Presentation

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

5.3.5 NDMC may visit various client sites national or global to validate the project citations and implementation experience quoted by the Applicant. The NDMC will bear the expenses on the NDMC officers/officials tour and the Applicant shall facilitate the same. All the expenses incurred by the Applicant for the purposes mentioned in these clauses 5.3.4 and 5.3.5 will be borne by the Applicant except NDMC officials expenses.

5.3.6 Manpower deployment

NDMC would like to give emphasis on the suitable technical staff proposed for the concession period. Applicant may propose personnel for different skill-sets required for different responsibilities during Project Implementation and Operation & Maintenance periods. Following documentation is expected in this section:

- (i) Overall Project Team (for both Project Implementation and O&M of Digital Outdoor full Colour LED Display Panels) as per requirement.
- (ii) Escalation Chart for the entire Project Duration
- (iii) Summary Table giving Qualification, Experiences, Certifications, Relevance to the project, including detail CVs.
- (iv) Undertaking stating that deployed manpower will be according to that proposed in the Bid for Technical Evaluation.

S.No.	Category of Personnel	Nos.	Educational qualification	Experience
1.	Project Manager	One	B.Tech./MBA	At least two years' experience of Digital Outdoor full Colour LED Display Panels management
2	Hardware Engineer	One	Graduate with 1 yr. Diploma/ Certificate in Computer Hardware	At least two years' experience of IT hardware maintenance related to digital panel and related equipments.
3	Communication Network Engineer	One	Graduate with 1 yr. Diploma/ Certificate in	At least two years' experience of networking hardware equipment (like

			Networking	managed switches, Routers, Passive cabling etc.) maintenance
4	Software Engineer	One	B. Tech. in Computer Science/MCA	At least two years' experience of content management Software.

5.3.7 Technical Solution Proposed for the Project (Approach, Methodology, Project Management, Execution Methodology, and SLA Management)

Broad areas to be covered in the Technical Solution documentation are given below:

- (i) Bill of Material (i.e. un-priced Financial Bid format): This document should give indication of all the proposed cost components, without specifying the costs. Applicant should note that the bid shall get disqualified if Applicant gives price details in the technical document.
- (ii) Describe the proposed Technical Solution for each of the initiative, namely **“Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT”**. Following should be captured in the same:
 - a. Detailed description of the design and technical solution and various applications and components including make of equipment or sizing of infrastructure (including diagrams and calculations wherever applicable);
 - b. Reasoning for selection of the proposed technology over other options;
 - c. Extent of compliance to technical requirements specified in the scope of work;
 - d. Technical Design and clear articulation of benefits to NDMC of various components of the solution.
 - e. Strength of the Applicant to provide services including examples or case studies of similar solutions deployed for other clients;
 - f. Any other parameter.
- (iii) Provide detailed Approach and Methodology for Implementation and Post-Implementation periods.
- (iv) Approach & Methodology for Management of SLA Requirements specified in the RFP document. Applicant is required to clearly articulate how each of the SLA requirements would be adhered in a table format.
- (v) Detailed Project Plan with timelines, resource allocation, milestones etc. in for supply, installation and commissioning of the physical and IT components for the Digital Outdoor full Colour LED Display Panels, Central Control Centre including data centre and networking.
- (vi) Insights into Best and latest Industry practices and standards.

5.3.8 Compliance Table to the IT/ Non-IT Components

The RFP document has specified the benchmark/ minimum specifications for various components. Applicant is expected to give a comprehensive compliance sheet for the equipment/software proposed by them.

5.3.9 Technical Scoring and Evaluation

5.3.9.1 For the purpose of arriving at Technical Score, the bid shall be evaluated against the Technical Parameters, with respective weightage, as given in RFP document.

5.3.9.2 The Total Technical Score will be calculated out of 100 Marks. The Applicant has to score the following minimum Qualifying Marks to qualify in the Technical Evaluation Criteria:

- 50% marks in individual Technical Evaluation Criteria; and
- 70% marks out of total 100 Marks of Technical Evaluation criteria.

5.3.9.3 The Applicants scoring marks less than the minimum qualifying marks as mentioned above shall be disqualified for Financial Bid Opening. The Applicants scoring marks equal to or more than the minimum qualifying marks as mentioned above shall be declared as Technically Qualified Applicants.

5.4 FINANCIAL BID

5.4.1 Submission of Financial Bids

5.4.1.1 The Applicant shall quote **ONLINE** the lump-sum amount per Digital Outdoor full Colour LED Display Panel per month to be given to NDMC as concession fee throughout the concession period of nine (9) years from the date of signing of concession agreement which will be increased @7% per annum compounded, as per the format given in the RFP document (**Annexure-3**) subject to minimum concession fee for the project as INR 5,000/- (Rupees five thousand only) per Digital Outdoor full Colour LED Display Panel per month which will be increased @7% per annum compounded. For panels under stage-I, the Concession fee will start from the end of four months from the date of signing of agreement. For panels under stage-II, the Concession fee will start from the end of four months from the date of signing of agreement. For panels under stage-III, the Concession fee will start from the end of four months from the date of signing of agreement.

5.4.1.2 The information regarding cost of equipment, cost of installations, manpower costs and O&M of Digital Outdoor full Colour LED Display Panels costs throughout the concession period should be provided as per the format given in the RFP document (**Annexure-9: Table 1 to 3**).

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

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

5.4.1.5 The Applicant shall enclose the probable means of Financing Arrangement for the Project.

5.4.2 Financial Evaluation

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

5.4.2.2 The Financial Bids shall be evaluated on the basis of the lump-sum amount quoted by the Concessionaire per Digital Outdoor full Colour LED Display Panel per month to be given to NDMC as per clause 5.4.1.1 above.

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

5.5 Evaluation for Preferred Applicant

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

5.5.2 In the event that two or more Applicants secure exactly the same Concession fee in respect of the Project, then the Preferred Applicant will be selected in the following manner:

- (a) The Applicant whose Technical Score is highest for the Project among such Applicants having same Concession fee will be declared as Preferred Applicant;
- (b) In case, Applicants having same Concession fee also have same Technical Score, then the Applicant having more financial net worth at the end of financial year 2015-16 will be declared as Preferred Applicant;
- (c) If none of the above resolves the tie, a simple draw method will be used for tie-breaking. The Preferred Applicant will be selected by draw on date, time and place as communicated to all such Applicants by the NDMC in writing in presence of such Applicants who choose to attend.

6. APPOINTMENT OF CONCESSIONAIRE

6.1 Selection of Applicant

6.1.1 After selection of Preferred Applicant in terms of Clause 5.5, a Letter of Award (the "LOA") shall be issued, in duplicate, by the NDMC to the Preferred Applicant and the Preferred Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant to acknowledge the LOA.

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

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

6.1.4 After acknowledgement of the LOA as aforesaid by the Preferred Applicant, it shall cause the Preferred Applicant to execute the Concession Agreement within the period prescribed in Clause 1.7. The Preferred Applicant shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

6.2 Term of the Concession Agreement

The term of this Concession Agreement shall be a period of nine (9) years from the date of signing of this Agreement. The Concession Agreement period shall not be extended beyond nine (9) years in any case.

6.3 Performance Bank Guarantee

6.3.1 The Preferred Applicant will be required to submit a Performance Bank Guarantee (PBG) of Rs. Twenty Five (25) Lakh to the NDMC within 15 (fifteen) days from the date of receipt of Letter of Acceptance.

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

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

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

6.4 Release of Performance Bank Guarantee

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

- After successful implementation of this project;
- Successful managing ,operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;
- Payment of all concession fees as per agreement alongwith penalties, if any;
- At the end of the concession period, Performance Bank Guarantee of Concessionaire will be released after successful handing over all the project site, assets and services, including all hardware, software, network and services in working conditions. If any deficiency noticed at the time of handing over the Concessionaire has to get rectified/replaced the same at his own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Concessionaire.
- On production of clearance for all applicable dues, if any.

6.5 Signing of Concession Agreement

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

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

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

6.6 TAX LIABILITY

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

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

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

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

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

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

7. FRAUD AND CORRUPT PRACTICES

- 7.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Acceptance (**LOA**) and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the NDMC may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant or Concessionaire, as the case may be, if it determines that the Applicant or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the NDMC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Concession Agreement, or otherwise.
- 7.2 Without prejudice to the rights of the NDMC under Clause 6.1 hereinabove and the rights and remedies which the NDMC may have under the LOA or the Concession Agreement, or otherwise if an Applicant or Concessionaire, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Applicant or Concessionaire shall not be eligible to participate in any tender or RFP document issued by the NDMC during a period of 2 (two) years from the date such Applicant or Concessionaire, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 7.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4.1.22 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of

any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. MISCELLANEOUS

8.1 Jurisdiction of Court

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

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

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

8.3 It shall be deemed that by submitting the Bid, the Applicant agrees and releases the NDMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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

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

- a) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;

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

8.6 The Applicant has to give the weekly, monthly and quarterly implementation scheduled for project site under this RFP document alongwith the technical bid. However total implementation will have to be completed in 4 (four) months from the date of handing over of the project site.

8.7 Indemnity Clause

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

8.8 Applicable Law(s)

The Concessionaire has to follow all the applicable statues, 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.

8.9 Integrity Pact

The Applicant shall submit a duly signed integrity pact **as per Annexure-7** along with its proposal as per the RFP document.

8.10 Documents and Information

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

8.11 Language

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

8.12 Conflict of Interest

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

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

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

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

8.13 Non Transferability of RFP document

This RFP document is non-transferable.

8.14 Loss and Theft of Property

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

the SLA then NDMC will get it done at risk and cost of the Concessionaire or take any suitable action including termination of Concession Agreement.

8.15 Severability

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

8.16 Notices

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

If to NDMC:

_____ (designation of authorized officer)

Fax No. _____

If to the Concessionaire:

The _____ (Designation)

Fax No. _____

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

- (i) in the case of any communication made by letter, when delivered by hand, by 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.

8.17 Interest

Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to the NDMC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Concessionaire to the NDMC. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the NDMC.

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

8.18 Waiver

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

9. PUNITIVE CLAUSE

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

9.1.1 **SLAs** during implementation: 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 (implementation of the complete project as per scope of the work defined in this RFP document). For delay of every week in completion & submission of the deliverable mentioned in the proposal, the Concessionaire would be charged with penalty as follows:

Delay (Fortnight)	Penalty value
Per Fortnight	Rs.2.5 lakh per Fortnight
Maximum	Rs.25 lakh

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

9.1.2 Post-Implementation SLAs

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

(A) The uptime commitment of all the LED/LCD display, or any other equipment/communication devices used for real-time availability of information to the public is 97%. For uptime below the limits defined above the following penalties will be imposed:

SLAs for Digital Outdoor full Colour LED Display Panel (per quarter)

Sr. No.	Uptime SLA (Quarterly)	Penalty Clause
1	Uptime up to 97%	No Deduction
2	Between 97% to 96%	Rs. 1 Lakh
3	Between 96 % to 95%	Rs. 2 Lakh
4	Between 95% to 94%	Rs. 3 Lakh
5	Between 94% to 93%	Rs. 4 Lakh

6	Between 93% to 92%	Rs. 5 Lakh
7	Between 92% to 91%	Rs. 6 Lakh
8	Below 90%	Not acceptable. NDMC can terminate the Concession Agreement.

Note: For Digital Outdoor full Colour LED Display Panels:

- Downtime means non-display/ non-functional of public facilities/services offered (except the down time due to fault of NDMC). Uptime requirements shall be calculated as $[1 - (\text{no of Digital Outdoor full Colour LED Display Panel hours not available}) / (\text{Total Digital Outdoor full Colour LED Display Panel} * \text{Total working hours in one quarter minus scheduled maintenance time})] \times 100$. For example, if 50 nos. of Digital Outdoor full Colour LED Display Panel are deployed at various locations, and 35 Digital Outdoor full Colour LED Display Panel do not work for 100 hour, the total non-working Digital Outdoor full Colour LED Display Panel hours will be 3500 and the uptime would be $\{1 - (3500 / (50 * 90 * 20))\} \times 100 = 96.11\%$ and penalty as per SLA will be Rs.1.00 Lakh, 50 being the number of Digital Outdoor full Colour LED Display Panel, for 90 days on 20 hours basis. This down time will be used for penalty calculations on quarterly basis and. The penalties would be levied for every Digital Outdoor full Colour LED Display Panel down time, be it for non-availability of network, theft, damage etc., because the Concessionaire is responsible for supply of all enabling components on end-to-end basis. Working hours for digital Outdoor Full Colour LED Display Panels will be from 6 A.M to 2 A.M. (20 hours) in a day. Scheduled maintenance time of 08 hours per Digital Panel per quarter will also be allowed, subject to prior information to NDMC atleast 07 days in advance. This scheduled maintenance time will not be considered while calculating total working hours.

(B) SLA for availability of Wi-Fi System on Internet through Access Points (AP) and its speed (per quarter)

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

Note: For Internet Wi-Fi System:

- Downtime means non-working/ non-availability of Access Points (APs)/non availability of Internet bandwidth per user as defined in RFP at all locations. Uptime shall be calculated as $[1 - (\text{no. of AP hours not available}) / (\text{Total no}$

of APs* Total hours in one Quarter minus scheduled maintenance time)]x100. For example, if 50 nos. of APs are deployed at various locations, and 35 AP do not work for 100 hours, the total non-working AP hours will be 3500 and the uptime would be $\{1-(3500/(50*90*20))\}x100=96.11\%$ and penalty as per SLA in the quarter will be NIL [50 being the number of APs, for 90 days on 20 hours basis]. This down time will be used for penalty calculations on quarterly basis and necessary penalty calculated have to be deposited by the concessionaire. The penalties would be levied for every AP down time. Working hours for AP's will be from 6 A.M to 2 A.M. (20 hours) in a day. Scheduled maintenance time of 08 hours per AP's per quarter will also be allowed, subject to prior information to NDMC atleast 07 days in advance. This scheduled maintenance time will not be considered while calculating total working hours.”

9.1.2.2 Penalty levied for non-performance as per SLA requirements shall have to be deposited monthly by the Concessionaire at the completion of each month on 7th day of every month alongwith concession fee otherwise interest will be charged @ 18% per year from the date of non-payment of these penalties. If the penalties amount along with interest exceeds “Rs. twenty (20) lakhs” in a year then NDMC will have the right to terminate the agreement.

9.1.2.3 The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Concessionaire and audited by NDMC for accuracy and reliability. The Concessionaire would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA. Post-implementation SLAs, should be measured and appropriate reports be generated for monitoring the compliance.

9.1.2.4 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 Other Penalties

It is expected that the Concessionaire should comply with all the Policy / Procedural / Regulatory Guidelines enforced by Government of India, Government of NCT of Delhi, and other statutory and related bodies, as amended from time to time. The Concessionaire should also safeguard the Application Security and Application Integrity. Penalty would be applicable for non-compliance of relevant security certifications. There would be Zero Tolerance policy against such breaches. The penalties across various breaches could be categorized as follows (this includes but not limited to the following):

- Information Security Breach: Any data leakage, information sharing, reports sharing without the consent of NDMC.
- Network & System Security Breach: Any instance of hacking, information / data compromise, unauthorized access to public Wi-Fi.

- Guidelines Breach: Non-compliance to guidelines shared by various government agencies such as complying with standards for website/mobile app development etc.

For any of the breach for above-mentioned category, a penalty would be levied on the Concessionaire for every instance of occurrence if not responded as per the timelines mentioned in the table below:

Type	Measurement (Unit)	Response Time (in unit)	Penalty on response w.r.t. delay /Unit
Information Security Breach	Hours	1	Rs.50,000/-
Network & System Security Breach	Hours	1	Rs.2,00,000/-
Guidelines Breach	Days	7	Rs.5,00,000/-

Note: This penalty amount does not evade the concessionaire of any financial liability arisen on account of breach of systems covered under this RFP document.

The response time refers to immediate remedial action taken and preventive measures updated by the Concessionaire on occurrence of the event. In case the breaches are not responded to in the time frame as specified, penalties would be levied as per the table above and failing to address the breach in desired timeline, recurring penalties would be levied w.r.t. to delay in units as mentioned. For example, in case of an Information Security Breach, the Concessionaire has to respond within one (1) hour of the event occurrence. If the Concessionaire responds in 02 hours 15 minutes, a penalty on pro-rata basis equivalent to Rs.1,25,000/- would be imposed on the Concessionaire.

In case of more than three (3) instances of such breach within a single calendar year, NDMC reserves the right to invoke the termination clause along with legal action would be initiated for serious offence as decided by NDMC.

Guidelines Breach includes non-compliance to certain guidelines as set by various agencies like Ministry of Communications and Information Technology, Department of Science and Technology, or other statutory Authorities etc. In such cases, resolution of the issue is mandatory. The Concessionaire would be required to respond with the action plan / change request, as applicable, in order to resolve the guidelines breach within the specified response time.

9.3 Penalties shall not be levied on the Concessionaire in the following cases

- 9.3.1 In case of a force majeure event effecting the SLA which is beyond the control of the Concessionaire. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this RFP document.
- 9.3.2 Theft cases by default/ vandalism would not be considered as “beyond the control of Concessionaire”. Hence, the Concessionaire should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired required SLA.

10. FORCE MAJEURE

10.1 Definition of Force Majeure

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

10.2 Force Majeure events

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

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

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

10.3 Notification procedure for Force Majeure

- 10.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice

of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.

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

10.4 Allocation of costs arising out of Force Majeure

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

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

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

10.6 Consultation and duty to mitigate

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

11. EVENTS OF DEFAULT AND TERMINATION

11.1 Events of Default

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

- (i) The Concessionaire has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of NDMC, is likely to delay complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is four months from the date of signing of the concession agreement;
- (ii) The Concessionaire has failed to complete implementation of the scope of work defined in this RFP document beyond 10 weeks of the Scheduled Date, which is four months from the date of signing of the concession agreement;
- (iii) The Concessionaire is in Material Breach of O&M Requirements;
- (iv) Any representation made or warranties given by the Concessionaire under this RFP document is found to be false or misleading;
- (v) The Concessionaire has created any Encumbrance on the Project Site in favour of any Person save as otherwise expressly permitted under this RFP document;
- (vi) The Concessionaire has failed to ensure minimum shareholding requirements specified in clause 5.2;
- (vii) A resolution has been passed by the shareholders of the Concessionaire for the voluntary winding up of the Concessionaire;
- (viii) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this RFP document, and provided further that:
 - a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;
 - b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Concessionaire as at Commencement Date; and
 - c) RFP document remains in full force and effect.
- (ix) The Concessionaire has abandoned the Project Facilities.

- (x) The Concessionaire has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.
- (xi) The Concessionaire has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
- (xii) The Concessionaire has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.
- (xiii) The Concessionaire is not able to meet the SLAs minimum requirements at all the times or otherwise.
- (xiv) The Concessionaire reporting bankruptcy to the NDMC, or any appropriate statutory forum.
- (xv) If the Concessionaire or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the Council or is convicted by any orders of the Court.
- (xvi) If the Council has a reason to believe that the contract of Digital Outdoor full Colour LED Display Panels has been transferred/sold or in any way alienated to any third party or that the project site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such project space.
- (xvii) If the Concessionaire makes any encroachment on the public land.
- (xviii) If the Digital Outdoor full Colour LED Display Panels is used in such a way that it obstructs the passage for the pedestrian traffic.
- (xix) If the Concessionaire obstructs the entry of Chairperson/Member of the Council or any other Officer authorized by him/her.
- (xx) If the Concessionaire puts up any super-structure in contravention of the terms & conditions.

11.2 No Breach of Obligations

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

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

11.3 Termination due to Events of Default

If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to Council, three months' notice in writing of its intention to terminate the license and on the expiry of the said period,

the agreement shall stand terminated. However, the PBG will stand forfeited in favour of the Licensor (Council). Notwithstanding anything contrary contained in this agreement, nothing would prevent the Council to terminate this contract forthwith should in case a situation so warrant in public interest & exigency deemed fit and proper in larger public interest and without requiring any notice to the Concessionaire whatsoever.

Subject to the terms and conditions more expressly contained in this agreement, the NDMC shall have the right to terminate the agreement without any notice for the following violations: -

- (a) If the Concessionaire commits breaches of any of the conditions.
- (b) If the Concessionaire is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.

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

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

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

11.4 Termination Notice

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

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

- iv. any other relevant information.

11.5 Obligation of Parties

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

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

11.6 Withdrawal of Termination Notice

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

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

11.7 Termination Payments

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

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

11.8 Rights of NDMC on Termination

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

- i. Enter upon the Project Site and take over the Project Facilities without any hindrance.
- ii. prohibit the Concessionaire or any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site / Project Facilities;

- iii. step in or nominate any person to step in without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements, as NDMC may in its discretion deem appropriate with effect from such date as NDMC may specify:

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

- iv. Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand back of the Project Site/facilities by the Concessionaire to NDMC shall be free from any such obligation.
- v. Notwithstanding anything contained in this Agreement, the right of NDMC to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Concessionaire fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Concessionaire shall be liable to pay to NDMC and NDMC shall be entitled to recover from the Concessionaire, an amount that represents a genuine estimate of the losses, damages and costs suffered by NDMC by way of liquidated damages. The parties agree that the said liquidated damages shall be calculated at the rate of 100% of the applicable minimum guaranteed Concession Fee for next four months when the Concession is Terminated plus the costs incurred by NDMC for recovery of the Project Facilities. Such liquidated damages shall be recoverable from the Termination Date to the date when NDMC receives vacant and peaceful possession of the Project Facilities. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to NDMC against the Concessionaire who shall be deemed to be a trespasser in illegal and unauthorized possession and occupation of the Project Site and Project Facilities, upon Termination.

11.9 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Concession Agreement. The rights and obligations of either Party under this

Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

12. DISPUTE RESOLUTION

12.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (NDMC and Concessionaire). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.

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

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

13. LIQUIDATED DAMAGES

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

14. EXIT MANAGEMENT SCHEDULE

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

14.2 Transfer of assets

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

14.2.2 In case of any deficiency noticed at the time of such handing over, the Concessionaire has to get it rectified at his own cost within 45 days of such handing over otherwise NDMC will get it rectified at the risk and cost of the Concessionaire.

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

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

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

14.2.5 The outgoing Concessionaire will pass on to NDMC, the subsisting rights in any licensed products on terms not less favorable to NDMC, than that enjoyed by the outgoing Concessionaire.

14.3 Cooperation and Provision of Information

During the Exit Management Period:

- (i) the Concessionaire will allow the NDMC access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the NDMC to assess the existing services being delivered;

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

Annexure-1

**Details of locations of Digital Outdoor full Colour LED Display Panels
(INDICATIVE)**

As per attached drawing of Connaught Place area.

Location Map

Annexure-3**Format for Financial Bid**

Executive Engineer (SM)
NDMC, 2ndFloor,
Shaheed Bhagat Singh Place,
NDMC, New Delhi-110001

CONCESSION FEE

Sub:- Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT”.

S. No.	Monthly Concession Fee	Number of Digital Outdoor full Colour LED Display Panels	Monthly Concession Fee per Digital Panel	Total Concession Fee per Month for 50 panels
1.	Monthly concession fee to be paid to NDMC by the Concessionaire	50 Nos.		
	Total			

We have viewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We will pay to NDMC every month the Concession Fee as quoted above throughout the concession period excluding implementation period as defined in Clause 3.4.1 for each Phase from the date of signing of the agreement, which will be increased @ 7% every year on annual compounding basis, subject to minimum concession fee as INR 5,000/- (Rupees five thousand only) per month per Digital Outdoor full Colour LED Display Panel, which will be increased @ 7% every year on annual compounding basis.

**Authorized Signatory (With Stamp
of the concessionaire)**

Annexure-4

No Barring Certificate

Declaration of No Barring
(To be provided on the Company letter head)

Declaration for Lead Applicant:

Dated _____

To,
The Executive Engineer
New Delhi Municipal Council
Palika Kendra New Delhi – 110001

Subject: Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT”.

Ref: RFP No. _____ dated. _____

Dear Sir,

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

(Signature of the Lead Applicant)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

**FORMAT OF BANK GUARANTEE
(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)**

WHEREAS, (Name of the Bidder) wishes to submit his Bid for Request For Proposal for Selection of Concessionaire for "Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT" hereinafter called " Bid".

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____(hereinafter called "the Bank") are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as " NDMC" in the sum of Rupees Twenty Five lakh only (in Words) Rs. 25,00,000/- which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2016

THE CONDITIONS of this obligation are:

- (a) If the applicant withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP document in NDMC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the applicant, refuses to accept the correction of errors in the Bid; or
- (d) If the applicant, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
 - Pay either the performance security or the installment due of the Concession fee as specified in Clause 3.7.1 of the RFP document to New Delhi Municipal Council (NDMC)
 - Sign the Concession agreement as provided in the RFP Document, We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC's first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

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

Provided however, that

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

OR

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

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

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

SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

SEAL OF THE BANK _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

Annexure-6

Power of Attorney for Lead Member of Consortium

Whereas the NDMC has invited applications from interested parties for the Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT”.

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,

M/s. having our registered office at,

M/s.having our registered office at, and

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

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

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

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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

PRE-CONTRACT INTEGRITY PACT

General

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

Whereas the Principal/Owner proposes to invite Request For Proposal for "Selection of Concessionaire for "Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT". through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

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

Now, therefore,

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

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

And

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the Principal/Owner

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

3.14 **Deleted**

3.15 NDMC has adopted integrity pact for all its contracts for 50 lakh and above. It is mandatory for the bidders/contractors to sign the I.P. The bid of bidder/contractor to do not sign the I.P. shall not be considered. Details of IEMs (Independent External Monitor) are available on NDMC's website.

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

4. **Previous Transgression**

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the bidding process.

4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

5. **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 / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
 - (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
 - (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
 - (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from five 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**

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.

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 and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

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 five 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

Bidder(s)/Contractor(s) Name of the Officer,
Chief Executive Officer Designation

New Delhi Municipal Council

Witness

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 supplier.

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS

- (A) New Delhi Municipal Council(NDMC), represented by its Chairman and having its principal offices at Palika Kendra, Sansad Marg, New Delhi (hereinafter referred to as the “NDMC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Proposal No. dated(the “RFP”) Request For Proposal for Selection of Concessionaire for “Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT”.
- (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 capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

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

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

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 Consortium shall become effective;

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

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

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 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. Shareholding in the Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

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

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

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

- (xii) number of members in a consortium shall not exceed 3 (three);
- (xiii) the Application should contain the information required for each member of the Consortium;
- (xiv) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have holding of more than 50% (fifty percent) of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-6**, signed by all the other members of the Consortium;
- (xv) 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;
- (xvi) an individual Applicant cannot at the same time be member of a Consortium applying for this project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for this project;
- (xvii) 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;
- (xviii) commit to the profit and loss sharing ratio of each member; commit that scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

- (xix) 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.
- (xx) Members of the Consortium will enter into a binding Joint Bidding Agreement, substantially in the form specified at **Annexure-8** (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:
- (j) 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;
 - (k) 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;
 - (l) 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
 - (m) 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
 - (n) that the proposed roles and responsibilities, if any, of each member;
 - (o) the minimum holding commitment, to be held by each member;
 - (p) that each of the members, whose experience will be evaluated for the purposes of this RFP document, shall subscribe to 26% (twenty six percent) or more of the Consortium.
 - (q) that members of the Consortium shall not dilute their holding in the Consortium throughout the concession period, except as provided in this RFP document.
 - (i) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement;

7. Representation of the Parties

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

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

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 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:

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)

In the presence of:

- 1.
- 2.

Notes:

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

FINANCIAL BID ESTIMATION**Table1: Capital investment (Price Schedule)**

Sl. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Hardware & Software items				
(a)					
(b)					
(c)					
(d)					
(e)					
(f)					
(g)					
(h)					
(i)					
(j)					
(k)					
(l)					
(m)					
(n)					
(o)					
(p)					
(q)					
				Total Amount	

Table 2: Operation and Maintenance Price Schedule for 09 years

S.No.	Brief Item Description	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th
1										
2										
3										
4										
5										
	TOTAL O&M COST (Schedule 2)									

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

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

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 Request for Proposal for "Design, Development, Implementation, Operation and Maintenance of Digital Outdoor Full Colour LED display Panels in NDMC area Phase-II (Group-B) on BOT" Project proposed or being developed by the NDMC (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the NDMC.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Selection of Concessionaire for this PPP project

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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 Appostille certificate.*

Annexure-11

Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

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

* Please strike out whichever is not applicable.

Annexure-12

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no._____ dated._____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:
Name:
Designation:
Address:

Seal:
Date: