New Delhi Municipal Council



Request for Proposal for using/replacing existing street light poles to enable multiple NextGen digital services based on Wifi/3G/4G within NDMC Area (RFP No. 89/Poles/02-12-14)

Last Date & Time for Submission of	19/12/2014 at 15:00PM
RFP document	
Date and time of opening of RFP	19/12/2014 at 15:30PM
document	
Pre-Bid Meeting	12/12/2014 at 11AM in the office of Director Project Room No 7008 7th Floor Project Department, New Delhi Municipal Council (NDMC) Palika Kendra, New Delhi
Name of work	Request for Proposal for using/replacing existing street light poles to enable multiple NextGen digital services based on Wifi/3G/4G within NDMC Area

Project Department, New Delhi Municipal Council (NDMC)
Palika Kendra, New Delhi

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1 Invitation for Request for Proposal (RFP):-

New Delhi Municipal Council invites bid for establishment and maintenance for using/replacing existing street light poles to enable multiple NextGen digital services based on Wifi/3G/4G within and around its jurisdictional area from reputed Telecom Infrastructure Companies.

The interested parties need to participate with NDMC to identify corridors of NDMC for creating world class telecom infrastructure to enable Wi-Fi, 3G, 4G based NextGen Digital services including LED based smart lights, CCTV based smart vigilance, Wi-Fi based smart data access zones through state-of-art poles, etc. To develop & deploy street level neutral-host infrastructure to make available next generation data services for achieving concept of smart city by utilizing, upgrading or replacing existing street poles of NDMC to move towards Digital India.

2 Objective & Scope:-

2.1 Objective

- a. Street poles in NDMC area to be used to create infrastructure to enable multiple NextGen digital services based on Wifi/3G/4G to be utilized by all/multiple service providers having valid license from Department of Telecom (DoT) on non-discriminatory basis.
- b. To establish & maintain infrastructure to make available Wi-Fi coverage within NDMC Street pole area.
- c. To install & provide CCTV cameras & feed till NDMC managed control room.
- d. To install & provide LED base street lights.
- e. To upgrade or replace existing light poles with state-of-art poles.
- 2.2 NDMC invites bid from eligible parties, who should be IP-1 company having registered office in India, for upgrading state of art poles to enable multiple NextGen digital services based on Wifi/3G/4G.
- 2.3 NDMC shall receive RFP Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NDMC. Bidders shall submit bids in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the NDMC premises and familiarize themselves with the proposed arrangements and all activities necessary in this regard.
- 2.4 Request for Proposal Document (non-transferable) can be obtained from the office of NDMC, Palika Kendra, New Delhi. Cost of RFP Document (Non-refundable) is Rupee Five Thousands rupees only (Rs.5000/-). RFP Document cost shall be submitted in the form of Demand Draft / Pay Order drawn on any Indian Scheduled bank/ Indian Branch of foreign bank in favour of "Secretary NDMC" payable at New Delhi.
- 2.5 This contract shall be valid for 10 years from the signing of MOU/agreement.

3 Eligibility Criteria

- 3.1 In order to be eligible for participation in bidding process, the Bidder must have Access Service License/IP-1 Registration Certificate issued from Department of Telecom. The Bidder shall enclose copy of Access Service License / IP-1 Registration Certificate issued from Department of Telecom along with its Bid.
- 3.2 The participating bidder shall be responsible for establishment and maintenance of using/replacing existing street light poles to enable multiple NextGen digital services based on Wifi/3G/4G & must have experience of installation & maintenance of infrastructure for at least two hundred fifty (250) institutional premises during last three years.
- 3.3 The company must be registered in India and whose annual turnover should not be less than Rs. 5000 Crores (Five Thousand Crores) on an average, during the last three financial years (FY13, FY12, FY11)

3.4 Special Conditions:-

- a) The company should create the infrastructure to host multiple Wi-fi operators & share the same on nondiscriminatory basis.
- b) The physical security of the equipment and relevant accessories will be the responsibility of the successful bidder.
- c) The wi-fi network must be supported by the local point of presence for providing assistance to tourists and other end users.
- d) In future these points of presence may evolve into tourist help centers and provide additional value added services. Successful bidder should specify the value added services that they are likely to provide over a period of time through this centers.
- e) The successful bidder will ensure all applicable statutory compliance.

4 General Terms

4.1 Obligation of NDMC

- a) Will facilitate the concept and execution of the Wi- Fi program mentioned under this RFP.
- b) Shall assist in addressing in any regulatory issues in achieving the object by present RFP and assist the successful bidder in getting approvals from Government agencies.
- c) Shall provide 24x7 electricity to successful bidder to fulfill the objective of this RFP.
- d) Will form a project management group by NDMC for smooth implementation of the Wi-Fi project.
- e) Shall provide single window clearance for allotment and identification of street poles for this RFP.
- f) Shall provide Right of way to establish & maintain infrastructure to be installed under this RFP.
- g) Shall provide trench/ducts, permission of digging roads for laying fiber to fulfill the objective of this RFP.
- h) Shall manage, maintain & operate CCTV Camera & Control room established therefor.
- i) Shall manage maintain & operate LED Lights installed on street poles.
- j) Shall permit upgrade or replace existing light poles with state-of-art poles.
- k) The street poles upgraded & replaced by successful bidder shall exclusively belong to it, NDMC shall not have any lien, claim or charge on such street poles. The successful bidder shall establish & maintain such street poles without creating any right, title or interest of whatsoever nature therein in favour of the NDMC.
- I) Any replaced or removed street poles shall be removed by NDMC for its location at its own cost immediately after receiving the intimation from successful bidder.

4.2 Obligation of Successful Bidder

- a) Shall obtain all approvals, permits, etc from all competent and required authorities, etc. at its own cost.
- b) Shall ensure regular and timely payments of all amounts due to NDMC and discharge all obligations.
- c) Shall not discriminate in sharing the Infrastructure established by it with any of service provider.

- d) Shall install sub meters and make actual payment as per the actual usage.
- e) Shall maintain the infrastructure installed by it in proper & good condition excluding CCTV camera & LED Lights.
- f) Shall ensure Wi-Fi service as per defined & mutually agreed grade of services.
- g) Shall ensure that immediately after installation of Infrastructure at least 1 service provider becomes operational to provide Wi-Fi service across assigned corridor.
- h) Shall ensure upgrade or replace street poles with state-of-art poles.
- i) Shall ensure such replaced or upgraded street poles are installed with LED street lighting.
- j) Shall ensure such replaced or upgraded street poles are installed with CCTV Camera.
- k) Shall not use these street poles for any commercial advertisement purpose either by itself or through any 3rd party.
- I) Successful Bidder shall pay _____ amount per pole per as one time installation charges.
- m) Successful bidder shall be obligated to maintain such infrastructure established by it excluding CCTV camera & LED Lights for the entire period.

5 Submission of Bids by Bidder

- 5.1 No Bidder shall submit more than one Bid for this RFP document.
- 5.2 The RFP and MOU/ Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order.
 - a) License Agreement
 - b) RFP Document
 - i.e. the License Agreement above shall prevail over RFP Document.
- 5.3 The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same due date as mentioned in the RFP document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected.

- 5.4 The Bidders shall submit a Power of Attorney, authorizing the signatory of the Bidder to commit the Bid. The Bid and all communications in relation to or concerning the Bid documents and the Bid shall be in English language.
- 5.5 The Bidder shall enclose with its Bid an undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors.
- 5.6 The documents including this RFP and all attached documents, provided by NDMC shall remain or become the properties of NDMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders 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 Bidders, and NDMC shall not return to the Bidders any Bid, document or any information provided along therewith.
- 5.7 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NDMC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process
- 5.8 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 or the Bidding Process, including any error or mistake therein or in any information or data given by NDMC
- 5.9 The Bid shall contain following envelopes:
 - a) Envelope-1 containing Technical Bid and marked as "Envelope-1 for Technical Bid". The technical bid shall contain Bidder's Application as per format provided along with the necessary documents required as per Eligibility Criteria of this RFP Document
 - b) Envelope-2 containing Financial Offer as "Envelope-2 for Financial Bid"
- 5.10 Bid Submission Date: Applications should be submitted before due date at the address provided in the manner and form as detailed in this RFP document. Any bid application received after due date and time as prescribed in RFP document shall be summarily rejected
- 5.11 Notwithstanding anything contained in this Bid document, NDMC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 5.12 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NDMC in relation to, or matters arising out of, or concerning the Bidding Process. NDMC shall treat all information, submitted as part of Bid, in confidence and shall

require all those who have access to such material to treat the same in confidence. 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 NDMC or as may be required by law or in connection with any legal process.

DIRECTOR (PROJECT)