

UNIVERSITY OF DELHI

ESTATE SECTION

Room No: 110, 1st Floor, New Administrative Block, University of Delhi,
Delhi-110007

Tel-Fax: 011-27662451 and
Email: dr_estate@admin.du.ac.in

E-PROCUREMENT TENDER NOTICE

Ref.No.ESTATE/272/2018/

Dated: 22.11.2018

The University of Delhi invites online e-tender for renting of space for installation of mobile tower from the reputed firms registered with Ministry of Communication & IT, Govt. of India for infrastructure provider category as per eligibility criterion alongwith their complete profile. All firms must comply with the related general & special conditions, rules & regulations, contract conditions, circulars and other guidelines as issued by University of Delhi from time to time.

Item	Details / Date
EMD	Rs.2,40,000/-
Bid Document Download & Submission Starts Date	28.11.2018
Bid Submission End Date	27.12.2018, 03.00 P.M.
Bid Opening Date	28.12.2018, 03.00 P.M.

Notes:

- (i) All details regarding the subject tender are available on our websites www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our website regularly to keep themselves updated.
- (ii) Manual bids shall not be accepted.
- (iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- (iv) Tender document and EMD should reach the Estate Section, Room No:110, 1st Floor, New Administrative Block, University of Delhi, Delhi-110007 before the closing date i.e. 27.12.2018 and time of bid submission, failing which offer will be liable for rejection. Bidder, however have to attach scanned copies of tender cost and EMD documents along with their e-tender.
- (v) Clarifications/ queries, if any, can be addressed to the Assistant Registrar, Estate on Telephone No.011-27662451 & 011-27666794 and email: dr_estate@admin.du.ac.in

REGISTRAR

INFORMATION & INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit	<p>Rs.2,40,000/- (Rupees Two Lakhs Forty Thousand Only) in the form of Fixed Deposit Receipt (FDR)/ Bank Guarantee in favour of Registrar, University of Delhi, Payable at Delhi valid for a period of six months.</p> <p>EMD should reach the Estate Section, Room No:110, 1st Floor, New Administrative Block, University of Delhi, Delhi-110007, before the date and time of bid submission, as specified below. Bidders, however have to attach scanned copies of EMD documents alongwith the e-tender (technical bid).</p>
Issue of Tender Document	<p>Tender Document may be downloaded from the University website www.du.ac.in and CPP portal https://eprocure.gov.in/eprocure/app as per schedule provided below:</p>
Bid Document Download Starts Date	28.11.2018
Bid Submission End Date	27.12.2018, 03.00 P.M.
Bid Opening Date	28.12.2018, 03.00 P.M.

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TENDER DOCUMENT
FOR
THE RENTING OUT SPACE FOR
INSTALLATION OF MOBILE TOWER AT
USIC BUILDING, NORTH CAMPUS,
UNIVERSITY OF DELHI

- | | | |
|-----------------|---|------------------------|
| 1. Annexure I | : | Technical Bid form |
| 2. Annexure II | : | Financial Bid form |
| 3. Annexure III | : | Undertaking |
| 4. Annexure IV | : | Licence Deed/Agreement |

TERMS & CONDITIONS

1.0 About the University

- 1.01 The University of Delhi is a premier University of India and is known for its high standards in teaching and research and attracts eminent scholars to its faculty. It was established in 1922 as a unitary, teaching and residential University by an Act of the then Central Legislative Assembly. The President of India is the Visitor, the Vice President is the Chancellor and the Chief Justice of the Supreme Court of India is the Pro-Chancellor of the University.

2. Scope of Work

S.No	Name of Work	Monthly licence fee of space per sq. feet for mobile towers (Reserved Price) (in Rs.)	Amount of EMD (in Rs.)	Time Period of agreement
1.	Renting out space at USIC Building, North Campus, University of Delhi for installation of Mobile Tower.	Rs.325/- per sq. Feet.(Area approx.538 Sqr.Feet)	Rs.2,40,000/-	5 Years (With provision of 10 per cent escalation in space licence fee after two years) Moreover, it would be enhanced time to time as and when revised by the University of Delhi.

3. Minimum Eligibility Criteria

- 3.01 The bidder must be registered in appropriate class under relevant act/ rule of the State & Central Government, as the case may be **(To be enclosed as a proof)**.
- 3.02 The bidder must comply with the Government statutory requirements, such as registration with Employee State Insurance Act (ESIC), Employee Provident Fund (EPF), PAN/TIN/TAN and all relevant provisions mandated by State and Central Government, etc. (Copy is to be enclosed as a proof).
- 3.03 The bidder must have a minimum annual turnover of Rs.(01) One crore in each of last (02) two years (2016-17, 2017-18). **(To be enclosed as a proof of Balance Sheet, CA's certificate)**.
- 3.04 The bidder should possess a relevant **ISO certification i.e. 9001-2015** or relevant certificate in the field of installation of mobile tower. **(copy is to be enclosed)**.
- 3.05 Satisfactory work performance report from at least five of your clients for a period

of last two years issued by any of the following: Govt. Organizations/PSUs/ Autonomous bodies/reputed Private organizations where the bidder has provided the installation of mobile tower (**to be enclosed as a proof**). A client means an organization where you have installed a functional mobile tower.

- 3.06 Legal status of the Company/organization with legal proof (copy of the certificate of incorporation for Pvt. Ltd./Public Ltd. Company, commencement of business certificate for Public Sector Undertaking (PSU), registration certificate for proprietorship/ partnership firms) along with the copies of the original documents such as Income Tax registration, GST registration, VAT registration.
- 3.07 The bidder should have incurred profit in the last two consecutive financial years i.e. 2016-17, 2017-18 copies of audited accounts (Balance sheet) of last three years 2016-17, 2017-18 should be submitted duly certified by Chartered Accountant.
- 3.08 Solvency certificate of minimum Rs.01 crore duly issued by the relevant bank.
- 3.09 The Bidder should have GST No. (copy enclosed).

4. BID SUBMISSION

- 4.1 "Technical Bid" shall comprise of all documents as per **Annexure-I**.
- 4.2 "Financial Bid" shall comprise of the price bids of the site included in Annexure-II.
- 4.3 Tender acceptance letter must be signed in all tender document by the authorized signatory of the bidder with seal, without signed and seal tender document will not be accepted.
- 4.4 Incomplete & conditional tenders will not be accepted.
- 4.5 Manual bids shall not be accepted.
- 4.6 Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.
- 4.7 Bidders are advised to follow the instructions provided in the 'Instructions to the bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
- 4.8 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4.9 Bidder who has downloaded the tender from the University website www.du.ac.in & Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case, the same is found to be tempered/modified in any manner, tender will be completely rejected and earnest money deposit (hereinafter referred to as 'EMD') would be forfeited and bidder shall be liable to be banned from doing business with University of Delhi.

- 4.10 Intending bidders are advised to visit again the University website www.du.ac.in and CPP Portal <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

5. OPENING OF FINANCIAL BID AND EVALUATION

After the Technical evaluation of the bids, the University will open on a notified date and time, the 'Financial Bids' of all those tenderers who qualify the technical bid. The highest financial bid shall only be considered for award of contract.

- 5.01 In case the date of technical bid opening is declared a holiday, the bids will be opened on the next working day at the same time.
- 5.02 **Date of Financial Bid Opening:** The date will be intimated subsequently only to the technically qualified tenderers.
- 5.03 Bidders are requested to study the terms and conditions of the tender carefully, and submit their tenders accordingly. Any bid received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the bidder bidding against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the bids.
- 5.04 Bids must be submitted giving complete details as sought in the enclosed Annexures.
- 5.05 The total amount quoted should be written both in figures and in words. In case of any discrepancy between the two, the amount mentioned in words will prevail.
- 5.06 Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are liable to be rejected.
- 5.07 The scope of services proposed should not be altered and If found altered, the tender bid shall be rejected.
- 5.08 The University of Delhi is under no obligation to accept the highest bidder and shall be entitled to reject any tender without assigning any reason whatsoever.

6. Criterion for Evaluation of Tenders

- 6.01 The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure–I, which is an eliminatory round, then only financial bid will be opened. The financial bids shall be evaluated on the basis of commercial price in form given in Annexure–II, for each item.
- 6.02 Technical evaluation will be conducted, keeping in view the requirements/ expectations in respect of renting out space for installation of mobile tower in the USIC building, University of Delhi. Further, prior to the opening of the Financial

Bid, antecedents of the agencies/bidders may be verified by a Technical Committee of the University of Delhi, which may also decide to visit/inspect the offices and as well as the sites of the eligible agencies.

- 6.03 The financial bids shall be evaluated on the basis of highest rate quoted by the bidder for the mentioned work.
- 6.04 The University of Delhi will award the contract to the bidder whose tender has been determined to be substantially responsive and has been determined as the highest evaluated bid, provided further that the bidder is determined to be competent to perform the contract satisfactory. The University of Delhi shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

7. Price and Validity

- 7.01 The rates must be quoted as detailed in Annexure-II covering the entire activity as per the scope of the contract. Rates agreed upon shall remain same throughout the period of contract.
- 7.02 Offer quoted should be valid for a minimum period of 6 Months from the date of opening of Technical Bid. The rates should be quoted in words as well as in figures and in INR only.
- 7.03 For the purpose of comparison of the rates, conditional discounts, if any, offered will not be taken into account. However, the University of Delhi reserves the right to avail of the same as part of award of the contract.
- 7.04 Bidders are advised to understand the magnitude of the work involved for installation of mobile tower at the roof top of the USIC building, University of Delhi before submitting their bids. They may visit the North Campus, University of Delhi during working hours with prior appointment from Estate Section at Ph. No.011-27666794. No clarification will be entertained after receiving the bids.

8. General Terms & Conditions

- 8.01 Bidder must submit an **EMD of Rs.2,40,000/-** (Rupees Two Lakhs Forty Thousand only) in favour of **Registrar, University of Delhi** along with the technical bid. EMD in the form of FDR/Bank Guarantee should be valid for 6 months which can be, if required, further renewed for 3 months. The EMD is payable by all categories of bidders and no exemption is permissible. EMD in the form of cheque /cash will not be acceptable. **Technical Bids without EMD shall be rejected.**
- 8.02 The EMD should reach the Estate Section, Room No:110, 1st Floor, New Administrative Block, University of Delhi, Delhi-110007, before the closing date and time of bid submission. Any bid received against this tender shall be governed by the terms and conditions indicated in the tender document.
- 8.03 The bidder's EMD amount will be forfeited by the University of Delhi on the happening of any one or more of the following events:-

- 8.03.1 If, after submission of the bid, the bidder fails to honor the contract, if awarded, or refuses to comply with any/all of the terms and conditions of the tender.
- 8.03.2 If the bidder withdraws the offer during the validity period of the bid.
- 8.03.3 If the successful bidder fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.
- 8.03.4 If the successful bidder fails to submit the Performance Bank Guarantee / Security Deposit within one month of the start of contract. This will also warrant closure or termination of contract.
- 8.04 EMD will be returned interest free, to the unsuccessful bidders within 6 months or at the time of award of contract to the successful bidder, whichever is later, from the closing date of the tender.
- 8.05 Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be given by the University of Delhi in this regard.
- 8.06 The University of Delhi reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- 8.07 The University of Delhi reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of The University of Delhi shall be final and binding.
- 8.08 The University of Delhi reserves the right to award the contract to deserving parties either in full or in parts. The decision of the University of Delhi shall be final and no enquiry will be entertained in this regard.
- 8.09 The University of Delhi reserves the right to relax/ withdraw any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 8.10 The bidders should quote their most competitive price.
- 8.11 Canvassing in any form entails the bidders' disqualification. If any bidder is found influencing or intimidating other bidders/tender processes, its tender is liable for disqualification.
- 8.12 Please note that any falsification/suppression of information could lead to bidders' disqualification.
- 8.13 Where counter terms and conditions of business have been offered by the bidder, the University of Delhi shall not be deemed to be governed by these unless specific written acceptance thereof has been given by the University of Delhi.
- 8.14 The bidder should not be blacklisted by any government agency/autonomous body/PSU or any private company.

9. Duration of the Contract

- 9.01 The contract will be valid for a period of five years w.e.f. the date of commencement of services.
- 9.02 The University of Delhi reserves the right to terminate the contract at any time by giving 30 days' notice to the agency.

10. Agreement

The successful bidder shall sign an Agreement in accordance with the form of Agreement given at Annexure-IV on a stamp paper of appropriate denomination and submit the same to the Registrar, University of Delhi within 15 days of the receipt of work order.

11. Security Deposit

- 11.01 The successful bidder should provide the Performance Bank Guarantee/FDR for a sum of Rs.7,50,000/- (Seven Lakhs Fifty Thousand only) (which shall be the 'security deposit') from any nationalized bank, in the prescribed format. The above Bank Guarantee should be submitted within 02 weeks from the date of award of contract and should be valid for over three months after the expiry of the period of the contract and extended in case of further renewals of the contract. The University of Delhi will be free to encash this Bank Guarantee in the event of any failure on the part of the bidder to meet its obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the concerned agency at its sole discretion.
- 11.02 After acceptance of the contract if any/all the terms and conditions of the contract is/are violated, the University of Delhi reserves the right to terminate the contract. In such cases, the security deposit will be forfeited by the University of Delhi at its discretion.

12. Force Majeure

- 12.01 If, at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations.
- 12.02 The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

12.03 If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

13. Settlement of Disputes

13.01 The University of Delhi's decision in respect of any dispute arising out of the installation of the mobile tower and servicing thereof shall be final.

13.02 Any dispute, difference or disagreement between University of Delhi and the agency to whom this contract has been awarded, concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time. Either Party may refer the dispute to the Sole Arbitrator, to be nominated by the Vice Chancellor, University of Delhi. The language of arbitration proceedings shall be English and the venue and jurisdiction of the arbitration shall be New Delhi. The arbitration award shall be final and binding on both the Parties.

TERMS AND CONDITIONS OF E-TENDERING FOR THE RENTING OUT SPACE AT USIC BUILDING, NORTH CAMPUS, UNIVERSITY OF DELHI FOR INSTALLATION OF MOBILE TOWER.

1. General Conditions

- i) Only those license holders/service providers possessing unified license/ unified access service license/cellular mobile telephony license including the broadband license access and should have been allocated necessary spectrum for providing mobile telephony services in Delhi from Department of Telecom, Govt. of India including the IP-I service providers who are registered with Department of Telecom, are eligible to participate in the e-tendering programme for temporary allotment of cell site at USIC building, North Campus, University of Delhi for erection of Roof Top Towers (RTT).
- ii) License Fee:- The reserve licence fee @Rs.325/-per Sq.ft./month (Rupees Three Hundred Twenty Five per Sq.ft./month) Roof Top Tower is to be paid for the space to be used for erecting the temporary structure on the basis of decision of University of Delhi. The licensee shall also pay additional licence fee including all licence or other fee or taxes i.e. GST etc. payable to the Government or Municipal or local bodies concerned as applicable from time to time.
- iii) The license will be granted for 5 years only. Further decision of allotment of cell site shall be taken afresh. No license rights shall be available to the Licensee under the current terms and conditions of the license after expiry of contract.
- iv) There will be an automatic escalation /increase in the rates of license fee @10% for a period of two years from the date of the allotment of cell site in the USIC building, University of Delhi.
- v) Bidder should arrange the “Structural Stability Certificate” SSC from IIT Roorkee/Delhi for the telecom structure plan at the premises.
- vi) Bidder should give consent to University of Delhi that within 3 months’ time minimum 02 (two) operators should join the telecom infrastructure to give better services to staff, visitors and students.
- vii) Evaluation criteria of bid:- The prospective bidders shall quote the rate per sq feet per month. The bids shall be submitted by the bidders accordingly.
- viii) Security Deposit:-The service provider/licensee will be required to pay security deposit Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand only) in form of Demand Draft/Pay Order/ fixed Deposit Receipt of a scheduled bank or Bank Guarantee from a scheduled bank with University of Delhi. This amount will

remain with the University of Delhi till the service provider removes the structures and will be refunded without interest.

- ix) It will be the responsibility of the service provider/licensee to obtain all kinds of permissions from the concerned departments/authorities and also to meet out all other legal and technical requirements wherever applicable.
- x) The successful bidder/licensee will be required to follow guidelines of Telecom Enforcement, Resource & Monitoring (TERM) Cells (DoT) for the safety norms of high masts and Electro Magnetic Field (EMF) radiations and submit the certificate that the radiations are under the safety norms as guided by the Telecom Enforcement, Resource & Monitoring (TERM) Cells (DoT) and the same must be updated and submitted every year.
- xi) The service provider/licensee will obtain separate electricity & water connections. The University of Delhi will in no way be responsible for permissions/ sanctions from other local authorities/departments. The service provider/licensee will make arrangements at its own cost, the security of the rented premises.
- xii) The service provider/licensee will pay all applicable charges like service tax, property tax etc. on account of the usage of licensed premises. Service tax on rentals at prescribed rate shall be deposited by the service provider with the University of Delhi alongwith monthly licence fee.
- xiii) The service provider/licensee will hand over the vacant possession of the premises on 'as is where is' basis to the University of Delhi on expiry, cancellation or termination of the license, whichever occurs first.
- xiv) The service provider/licensee will submit the Indemnity Bond to indemnify University of Delhi from any kind of loss/damage etc. due to installation of equipment.
- xv) Generator sets installed, if any, should conform to the emission and noise norms of Delhi Pollution Control Committee/National Green Tribunal.
- xvi) The structure will conform to the fire norms of Delhi Fire Services. Adequate precautions be taken for lightening damages.
- xvii) The service provider/licensee will be solely responsible for damage to the building and for public safety.
- xviii) For the operationalization of electric towers, laying of optical fibers on the land/buildings of the University of Delhi is allowed subject to the condition that the land and other facilities that are disturbed during such laying operation are restored to its original condition at the cost of successful tenderer within stipulated time frame.

- ix) The intending bidder shall inspect the cell site indicated in the bid documents, assess the clearance required from during and after execution of work from all concerned Statutory Authorities for which the sole responsibility to get clearance and approval will remain with the approved/successful bidder and the University of Delhi shall not be responsible for assisting or arranging any clearance from any other Statutory Authority concerned.
- x) The successful bidder shall not put any hoarding for advertisement at the site or at the tower.

2. ADDITIONAL CONDITIONS:-

- i) Only companies making payment Rs.2,40,000/- (Rupees Two Lakhs Forty Thousand Only) as Earnest Money Deposit through in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee in favour of Registrar, University of Delhi, Payable at Delhi valid for a period of six months.
- ii) The bidder companies are required to attach the proof of registered office address with E-tender Form online.
- iii) Before giving e-tender, the intending bidder company should inspect the site and satisfy itself about the location, area and its business prospects. Kindly note that the site will be tendered on "As is where is" basis. It is presumed that the intending bidder company has inspected the site and familiarized itself with the prevailing conditions in all respect before participating in the e-tender.
- v) The bid shall be valid for a period of 6 months from the date of completion of e-tender.

3. E-TENDERING & SUBMISSION OF DOCUMENTS

- i) The accepting authority of e-tender i.e. the Registrar, University of Delhi may withdraw the site without assigning any reason from the e-tender at any stage.
- ii) The officer conducting the e-tender shall normally accept the highest e-tender subject to confirmation by the Competent Authority provided that the highest e-tendered amount is above the reserved price.
- iii) The Competent Authority shall be entitled to reject any e-tender without assigning any reason whatsoever and the decision of the Competent Authority in this regard shall be final and binding and shall not be called into question in any proceedings. If the e-tender is not accepted by the Competent Authority, the earnest money deposited as security at the time of e-tender shall be refunded to the bidder without any interest.
- iv) While finalizing the e-tenders, the accepting authority i.e. the Registrar, University of Delhi may also at his discretion, form a panel (waiting list) from among the bidders in accordance with the amount e-tendered by them. In case of

failure of the successful bidder to comply with the terms & conditions of the e-tender leading to cancellation of his e-tender or contract, as the case may be, Registrar, University of Delhi would be well within his right to allot the site to the next bidder on the panel instead of re-e-tendering it on the rates as quoted by the first successful bidder. The accepting authority reserves the right to include or exclude the name of any intending bidders on the panel. The decision of accepting authority shall be final and binding on the intending bidders.

- v) The Earnest Money of Rs.2,40,000/- (Rupees Two Lacs Forty Thousand Only) will be treated as Security Deposit and will be returned only after completion of the license without any interest.
- vi) The licensee would be required to execute a license deed on a Non-Judicial Stamp Paper of value of Rs.100/- with the University of Delhi as per Annexure-IV, before taking over possession of the cell site at USIC building within a period of 15 days of allotment cum demand letter.
- vii) The licensee would be required to make payment of license fee along with applicable Service Tax from time to time in advance on monthly instalment basis by the 10th of every month and to submit a copy of bank challan in this office in support of payment of license fee online. In case of failure to deposit the license fee in time, interest @15% p.a. will be levied from the due date of the deposit until the date of deposit. In case of delay upto 15 days, interest shall be payable for 15 days and for delay more than 15 days (upto 30 days), interest payable shall be for one month. Further in case the license fee along with the interest due is not paid within 30 days of the due date, the license shall deemed to be cancelled.
- ix) If the licensee fails to pay license fee in time for any month, the license shall stand cancelled and the security deposit shall stand forfeited. Also on such cancellation of the license, the licensee shall quit immediately and licensor shall be entitled to allot it to the next highest bidder or to re-tender the licensed site.
- x) The bidder/licensee shall abide by all the rules and by-laws of the University of Delhi & Government of India and other authorities in the matter of running the business and keeping the site in proper condition. The company shall also pay all municipal taxes or fees i.e. electricity etc. for carrying on the work.
- xi) The bidder/licensee shall not object to any construction in or around the site that is considered essential by the University of Delhi.
- xii) The bidder/licensee shall be liable for any damage of the site. The University of Delhi will not be a party to any dispute between licensee and third party.
- xiii) In case of any untoward incident or accident at site during the period of contract resulting in injury or death of a person(s), the amount of compensation shall be borne by the licensee.

REGISTRAR

Pre-requisite conditions of Online E-Tender

1. Prospective bidders shall ensure this process before participating in e-tender:
 - a) Participants have to get themselves registered on the e-Tender portal i.e. website: <https://eprocure.gov.in/eprocure/app> by making a payment for Rs. _____/- which is to be paid online through e-payment gateway at the time of online registration or through Demand Draft in favour of Registrar, University of Delhi.
 - b) Shall have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority.
 - c) The User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
 - d) Bidders should not disclose their User ID as well as password & other material information relating to the bidding to any one and to safeguard its secrecy.
 - e) Bidders are advised to change the password immediately on receipt from the e-tendering portal.
2. Training and Assistance Booth for the prospective Bidders: For facility of the prospective bidders, a helpdesk has been set up at Estate Section, Room No. 110(FF), New Administrative Block, University of Delhi, Delhi-110007. Prospective bidders can get the required training and information on e-tendering process during working hours.
3. Bids: Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
4. The bidders are required to quote for the rate with reference to the property put on e-tender over and above the reserve price mentioned in the Annexure. E-tender will start and end as per schedule mentioned in offer document. The bid for e-tender shall start with minimum one increment above the reserve price (minimum rental). Minimum increment of bid in e-tender for rate shall be Rs.1000 per entity or multiple thereof. The reserve price as mentioned in the document may not be treated as final price.
5. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/representation will be entertained in this regard by the University of Delhi/Service provider. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
6. Note of caution for the Bidders: Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned

reasons, it is advised not to wait for the last moment for submitting their bids.

7. The licensee shall design, procure, manufacture, fabricate, install, commission and manage, operate and maintain the premises at its own cost. All the designs proposed by the licensee are subject to approval by the University of Delhi with regard to operational feasibility, aesthetics and security concerns.

TECHNICAL BID

1. Profile of the Agency	
2. Name of the agency & Address	
3. If registered as a Company/proprietorship, please indicate if copy of certificate of incorporation is	YES / NO
4. Name of Chairman/ Managing Director	
5. Is a copy of registration enclosed?	YES / NO
6. What is the annual Turnover of the Agency/ Firm for the years and copies of audited accounts/balance sheet, 2016-2017 2017-2018 (copy enclosed)	
7. Permanent Account Number (Attach a copy).	
8. Registration with EPF authorities (Attach a copy).	
9. Registration under ESI Act (Attach a copy).	
10. GST No. (Attach a copy).	
11. Banker's name and address.	
12. No. of years' experience in the field of installation of mobile tower.	
13. Is there any litigation of whatsoever nature in respect of the contracts executed. If yes, give details.	YES / NO
14. Has your organization been placed in defaulter category by any Govt. Department/ PSU / Autonomous bodies etc.?	YES / NO
15. Satisfactory work performance report from at least five of your clients for a period of <u>last two years</u> issued by any of the following: Govt. Organizations/ PSUs/ Autonomous bodies/reputed Private organizations where the bidder has provided the installation of mobile tower (to be enclosed as a proof). A client means an organization where you have installed a functional mobile tower.	

16. The bidder must have a minimum annual turnover of Rs.01 crore in each of last two years (2016-17, 2017-18). (To be enclosed as a proof of Balance Sheet, CA's certificate).			
17. The bidder should possess a relevant ISO certification i.e. 9001-2015 or relevant certificate in the field of installation of mobile tower. (copy is to be enclosed).			
18. Who are your major licensor clients? Furnish Name & Telephone No. of the Officer, from your client i.e. Govt. Organizations/ PSUs/ Autonomous bodies/reputed Private organizations where the bidder has provided the installation of mobile tower (to be enclosed as a proof). A client means an organization where you have installed a functional mobile tower.	Client's Name	Contact person & No	Contract Value
19. Details of EMD of ₹2,40,000/- (Rupees Two Lakhs Forty Thousand only) in the form of FDR/ Bank Guarantee from a Nationalized Bank.			
20. Is the tender document duly signed on each page	YES / NO		

I certify that all the information furnished above is true to my knowledge.

Date : _____ Signature: _____

Place : _____ Name & Designation : _____

Seal of the Firm/Agency : _____

FINANCIAL BID

Amount Quoted by the bidder against the site (in sq.ft. per month)			
Name of the Site	Address	Bid Amount (in figures)	Bid Amount (in words)
Roof Top of the USIC building	USIC building, North Campus, University of Delhi		

UNDERTAKING

(To be submitted with Technical Bid)

It is certified that I/ my Firm/ company has/ have never been **blacklisted** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on _____.

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/Agency _____

Seal of the Firm/Agency _____

Place: _____

Date: _____

LICENCE DEED

This agreement made on thisday of at Delhi between the University of Delhi (hereinafter called the Licensor) which expression shall unless the context requires a different or another meaning include its successors and assigns through University of Delhi and Director of Firm Shri.....S/O Shri.....address of firm (hereinafter called the licensee)

WHEREAS the Licensor is willing to grant the licensee a license for erection of Roof Top Towers (RTT) in the form of Mobile Telecommunication Tower (MTT) for a period of 5 years subject to an automatic escalation in the rates of license fee (rental) @10% after a period of two years from the date of the allotment of the cell site at USIC building and conditions of allotment specified hereinafter.

WHEREAS the licensee for grant of a license for is willing to get license granted to him on monthly fee of Rs..... Payable in advance i.e. by the 10th day of each month of English Calendar for a period of (months) at the site.....
.....(address) measuring Sq.mtr.

AND whereas the licensee has represented to the Licensor that the former is well equipped with and can make adequate arrangement for erection of MTT with the previous approval of the licensor.

NOW therefore, it is mutually agreed:-

1. In consideration of the payment of Rs.2,40,000/-(Rupees Two Lakhs Forty thousand only) Per Site as EMD. The EMD will be treated as Security Deposit in the Department in respect of successful bidder. The licensee will be required to pay Security Deposit equivalent to rent of 12 months to be deposited by the successful bidder in the form of Demand Draft/Pay Order/Fixed Deposit Receipt of a Schedule Bank or Bank Guarantee from a Schedule Bank with University of Delhi. The licensor grants unto the license and authorizes him to use the said space as per terms & conditions.
2. That the licensee shall keep and maintain the space and around in a clean, proper and decent condition and shall not suffer the premises to be in a bad state of affairs during the currency of the period of license and shall not in any manner damage the space or other structure nor cause any kind of obstruction to the user of area around.

3. That the licensee shall not display or exhibits pictures, posters, status or other articles which are repugnant to the morale or are of indecent, immoral or of improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be subject matter of dispute.
4. That the licensee shall not display or exhibit any advertisements or place or put up any hoarding on any part of the interior or exterior other than these permitted expressly in writing by the licensor.
5. That the licensee shall have no right, title or interest in the site/space licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.
6. That the licensee shall pay the cost of light, water and power consumed by him at the space as per the demand of the authorities concerned.
7. That the licensee shall also pay all licence or other fee or taxes payable to the Government or Municipal or local bodies concerned in connection with.....business at.....
8. That if the licensee desired to close down the business within the period of license, he will have to serve a notice of two months in advance from the date he proposes to close down the business. In such an event, the licensee will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the no. of unexpired months of license period by the difference between the license fee and the highest license fee offered to it in the subsequent e-tender, as damages.
9. That notwithstanding the other lights, the licensor may in its sole desertion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of security deposit, imposition of interest or determination or revocation of the license.
10. That the licensee shall abide by all rules, regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of theand the General welfare and comfort ofemployees and other connected persons.
11. That the licensor shall not be responsible for the safety ofor any other material or articles belonging to the licensee and also shall not be liable for any change or injury to the property of the licensee lying at any time in, on upon or around the said from cause whatsoever.
12. That the overall contract of theand supervision of theshall remain vested with the licensor whose officers or authorized representative shall have access to at all reasonable hours to the said centre or any part thereof.
13. That the licensor have the right to revoke the license in the event of breach of any of the terms & condition of this license specified herein. The licensor will

have the right to cancel the licence in respect of a particular site without prejudice in case of any breach terms and conditions of contract or requirement of the site for any purpose by University of Delhi during the period of contract. In such cases, contract of particular site shall be cancelled after serving a notice of 90 days. In such cases, no compensation shall be paid to the Licensee.

14. On the expiry of the terms of the Agreement, the Equipment and other items, fixtures, etc. installed by the Licensee shall always remain without exception, the Licensee's property, and upon its expiry or early termination, or otherwise the Licensee shall be liable to remove the same from the Demised Premises within 30 days without default.
15. Both parties agree that if the Licensee fails to remove all/ any of the Equipment/ any other item/s/ fixtures or like installed by the Licensee in the licensed area within the specified period, i.e. within 30 days from the date of expiry of the Agreement or upon the termination of the Agreement, as the case may be, the Licensee shall be held liable to contravene the instant Agreement and hence shall be liable as under:
 - (i) For the first month of breach, the Licensee shall be liable to pay a fixed amount of 25% of monthly licence fee and thereafter shall be further liable to pay an additional fine of 1% of the monthly licence fee for each day of breach by the Licensee after expiry of the 30 days period in addition to all/ every and each of the other liabilities incurred by the Licensor for the failure of the Licensee.;
 - (ii) For the second month of breach, the Licensee shall be liable to pay a fixed amount which may extend to a sum of 25% of monthly licence fee and thereafter shall be further liable to pay an additional fine of 2% of the monthly licence fee for each day of breach by the Licensee after expiry of the 30 days period of the second month in addition to all/ every and each of the other liabilities incurred by the Licensor for the failure of the Licensee.;
 - (iii) After expiry of second month of breach, all/ any of the Equipments/ any other item/s/ fixtures or like installed by the Licensee in the licensed area shall belong to the Licensor and the Licensee shall have no right, title, lien and/ or interest therein. The Licensor shall be free to manage all/ any of the Equipments/ any other item/s/ fixtures or like installed by the Licensee in the licensed area as per its own free will and desire and it shall be free to sell all/ any of the Equipments/ any other item/s/ fixtures or like installed by the Licensee in the licensed area by way of a Public Auction and forfeit/ appropriate the funds of the proceeds of such sale.
16. That the licensor shall have the right to terminate the license after giving one month notice without assigning any reason thereof.
17. That in case, the space is distorted or damaged by any natural calamity or riot or civil disturbances or was so as to made it unfit for use by the licensee, the license shall stand determined automatically.
18. Any dispute or difference whatsoever arising between the parties, except where

otherwise provided in the Agreement, all the questions and disputes relating to meaning, terms and conditions herein before mutually agreed to by the parties and the failure on part of any of the party to perform the same, whether arising during the existence of this agreement or after termination/cancellation shall be referred to the sole arbitration of the person mutually appointed by the parties and subject to the said Arbitrator fulfilling the stipulations laid down in Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Act") applicable as per amendment made to the Act from time to time. The arbitration shall be subject to/ governed by Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration proceedings shall take place at Delhi.

19. That nothing herein contain shall be construed as conferring upon the licensee any right, title or interest in respect of over, in or upon the premises and the property of the licensor.
20. That the dealing of the licensee/his employees with the public shall be polite and courteous and he shall not indulge in or suffer any anti-social activities. The licensee shall also not indulge in any activity which may cause harm to the interest of University of Delhi or its employees.
21. That the licensee shall allow the representatives and the authorized staff of the licensor to enter upon the premises/site in order to inspect and execute any structural repairs additions or alterations at the site or do renovations which may be found necessary from time to time by the lessor and for the purpose connected herewith and for compliance of terms & conditions of any works relating to repair/additions/ alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owing to the inspection of the premises.
22. That the licensee shall be responsible for all damages or loss of the property due to reasons for which he or his servant are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm, earthquake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation if any to be paid to it shall be binding upon the licensee.
23. That the space allotted shall not be used for any other purpose for a purpose than for which it is allowed. The licensee shall not be permitted to utilize the premises to carry on any other trade along with the authorized business of license during the period of his license.
24. That the licensee shall also not keep any animal or convenience in on or outside the premises.
25. That the licensee shall also comply with the instructions given in the T&C attached with e-tender form.

- 26. That in case any amount becomes due against the licensee in respect of any matter covered under the license, the same on the failure of the licensee to pay within the time prescribed, be recovered as arrears of land revenue.
- 27. That all or any of the powers vested with the licensor in respect of grant determinations, revocations, cancellations or restoration of this license or recover of any dues in respect hereof or connected therewith shall be exercised by Registrar, University of Delhi and the licensee shall have no objection whatsoever in this respect.
- 28. The licensee shall not sublet the license of space to other than authorized.
- 29. Fire fighting arrangements should be made at the site by the contractor to avoid any miss happening.
- 30. The University of Delhi will not be a party to any dispute between licensee and third party.

In witness whereof the parties to the agreement have signed this deed on the date first above mentioned. A true copy thereof signed by both the parties has been retained by the licensee.

Licensor
University of Delhi

Witness

1.....

2.....

Licensee