

SUPREME COURT OF INDIA  
ADMN. MATERIAL (P&S)

No. 33/COW/18/SCI(AM)  
Date:27.09.2018

**Last date of tender:14.11.2018**

**Notice Inviting Tender**  
**For**  
**Setting up of three (3) Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises**

Sealed tenders are invited, as per Proforma enclosed herewith as Annexure's for **Setting up of three (3) Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises.**

Interested parties may, if so desire, contact Ms. Padma Sundar, Branch Officer, Admn. Material Branch (Tel : 011-23112235, 011-23111483) and can personally visit Reception Counter No. 37 near PRO Office for any clarification before quoting the rates, on any working day between 10.30 AM to 4.00 P.M(except on Saturday and holidays).

**1. SCOPE OF WORK**

In order to ensure requisite provisioning of cellular mobile services to improve telecom coverage at acceptable standards in Supreme Court Premises, Supreme Court invites the tender for allotment of space for installation of Communication Cellular Mobile Towers on Wheels (COWs). The Supreme Court will provide bare spaces on contract basis for placement and operation of required telecommunication equipment, for improved mobile services, on co-sharing basis with other Telecom Service Providers, in accordance with the provisions of this Tender Document, at the site in Supreme Court premises as per latest policy & licensing guidelines of Department of Telecommunications, including TERM Cell, TRAI and other relevant bodies.

The sites/ spaces shall exclusively belong to the Supreme Court, without creating any right/ title or interest of whatsoever nature in the said sites in favour of the successful bidder. The successful bidder after allotment, will at his own expense and cost develop the area/structure as per this Tender Document, Contract Agreement and other applicable guidelines/license conditions/Orders including judicial orders/Regulations/directions of Department of Telecommunications, (including TERM Cell), TRAI and other relevant bodies, etc. as applicable, with due approval from Supreme Court.

The tenure of contract for which the Communication Cellular Mobile Towers on Wheels (COWs) will be permitted for 5 years from the date of signing of the Agreement with Supreme Court as

per this Tender Document. Such Agreement would remain applicable subject to fulfillment of the terms and conditions, and such agreement should expire with efflux of time unless renewed for such time & rate as mutually agreed. The Licence fee will be charged from (i) the date of installation of communication cellular mobile towers on wheels (CoWs), or (ii) 45 days from the date of issuance of the work order, whichever is earlier.

Provided that in case any permanent communication cellular tower is installed within 100 metres radius of any-site and renders CoW site in the Supreme Court premises redundant, then in such case, the site under this Tender Document shall be vacated by the Licensee and handed over to the Supreme Court. In such situation, the Licence fee will be reduced proportionately on the basis of number of sites vacated and handed over vis-a-vis total number of sites.

### **A. TENDER**

- 1) Tender may be sent by post sufficiently early so as to reach the Registry within time, or may be delivered to the undersigned. If tender is sent through Messenger, an authority letter from the tenderer with proof of identity may also be given to the Messenger so that he could show the same along with his own identity proof to the Reception Officer at Reception Counter No.37 for issuance of entry pass at the time of opening of tender.
- 2) Three separate sealed envelopes should be used for submitting **(i)** "Earnest Money(EMD)" for Setting up of three (3) Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises. **(ii)** "Technical bid for Setting up of three (3) Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises." and **(iii)** Financial Bids for Setting up of three (3) Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises.
- 3) The tenderers are expected to examine all the instructions, Proforma's, terms & conditions and specifications in the tender document. Failing to furnish all information required by the tender document in every respect will be at the tenderers risk and may result in rejection of the tender.
- 4) The tender must be received not later than the date & time specified for submitting the same. In case, the date of submitting the tender will be declared as holiday by the Govt. of India then next working day will be treated as due date of the tender.

### **B. TERMS AND CONDITIONS OF TENDER**

A) The tenderers are required to send their tenders along with a Demand Draft of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Only) drawn in favour of "The Registrar (Admn.), Supreme Court of India, New Delhi" as Earnest Money, which will be refunded without interest to the unsuccessful

tenderers on their written request after awarding of the contract. Name of the firm, telephone number and name of item may be written on the reverse side of the Demand Draft

- B) Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the tenderer at any time after it is submitted, appropriate action as deemed fit may be taken against that Tenderer.
- C) The Registry will deal with the tenderer directly and no middlemen/agents/commission agents etc. should be asked by the tenderer to represent their cause and they will not be entertained by the Registry. The tender form is not transferable and agency shall not be permitted to transfer their rights and obligations to any other person/organization or otherwise.
- D) Over-writing/over-typing or erasing of the figures which render the Tender doubtful or ambiguous are not allowed and shall render the tender invalid.
- E) All the pages of quotations including the documents submitted therein must be duly signed and stamped, failing which the offer shall be liable for rejection.
- F) If the successful Tenderer fails to fulfil his obligations, Registry after due notice to the supplier may blacklist the firm and the Performance Security shall be forfeited.
- G) The Minimum Reserve Price of the Tender is **Rs. 5,40,000/- per month** (for all three COWs) excluding GST.

## 2. ELIGIBILITY CRITERIA

All the conditions given below should be fulfilled by the bidder. In case, the bidder does not fulfil any of these conditions, the offer of such bidder shall be considered technically invalid and shall not be considered for opening of financial bids.

- 1) Bidder should be a legal entity duly registered under the Companies Act 1956/ 2013 prior to the date of issuance of this Tender Document.
- 2) **Registration Certificate:** Bidder must possess IP Registration certificate (IP category-1) from DoT or Telecom Service Provider having valid UL(AS) / UASL (within territory of Delhi & NCR) licensee from Department of Telecommunication, Government of India (DoT) on the last date of submission of bids under this Tender, subject to the condition that such Registration Certificate should remain valid, without interruption, during currency of the contract agreement
- 3) **Solvency:** Bidder shall have Solvency certificate issued by any Scheduled Bank for the amount Rs. 50,00,000/-
- 4) **Turn Over:** Average Annual financial turnover, during the last 3 years or from the date of incorporation till date whichever is less, shall be at least Rs.3.00 crore per annum.

- 5) **Experience:** Bidder, except for TSP, shall have experience of having completed installation of:
- a) Communication Towers,
  - b) Monopole Towers, of minimum height of 18 meters of any cellular technology like GSM/CDMA/LTE etc. within India in last three (3) years ending before the last date of submission of bid as per this tender, which were operational for atleast one year.

Bidder is required to enclose the following, in the absence of which, their tender may be rejected: -

- A) Income Tax PAN No. (copy to be attached) :
- B) GST No. (copy to be attached):

- 6) **No Black Listing Certificate:** Any entity which has been black listed, by the Central Government/ any State Government, 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 a Bid. Undertaking to be submitted by the authorized signatory as per the form mentioned in **Annexure – VIII**.

### 3. EVALUATION OF TENDER

- 1) Technical Evaluation: The Tender Evaluation Committee of the Supreme Court will evaluate the technical suitability and acceptability of the proposals. The financial proposals of only those Bids, which are technically compliant and responsive, will be evaluated. After technical evaluation, qualified technical bidders will be declared.
- 2) Bidders may note that Financial Bid of only technically qualified applicants would be opened on the date and time which would be intimated in due course of time.
- 3) The bidder should submit his financial package without any conditions, qualifications, deviations, etc. to the tender documents. Any tender containing deviations, conditions, qualifications, etc. will be rejected.
- 4) The evaluation of Financial Bid quoted values shall be done individually. The bid price thus obtained shall be compared amongst various bidders to determine the highest bidder (H1).
- 5) The technically qualified bidder with highest Bid Price in Financial Bid MAY be declared as Successful Bidder.
- 6) The Contract Agreement will be signed with the successful Bidder subject to the fulfillment of the Terms and Conditions of this Tender document.

- 7) The Successful Bidder will be declared as Licensee with the signing of the Contract Agreement.

#### 4. TECHNICAL REQUIREMENTS

- 1) The space requirement for setting up Cell On Wheels should not exceed the limit of 30 sq. mtr, including the space required for guy wires/ anchor wires. The complete area including the area upto extent of guy wires/ anchor wires shall be considered for setting up of CoWs & it should not increase more than 30 sq mtr.
- 2) The maximum height of the any structural element installed with Cell on Wheels is limited to 30 metres above the ground-level at that location.
- 3) The Towers/COW's should not use any restrictive technology that prevents other vendors to setup similar services in the area.
- 4) The load bearing capacity and option of mounting antennas are to be specified in by the Agency.
- 5) Tower must support for all cellular/mobile/data (2G/3G/4G spectrum) devices.
- 6) There should not be any camouflaging of towers.
- 7) It should support Crow's Nest Mast, vertically adjustable Hitch, low height, Easy Boarding Deck with integrated step with multi position outriggers with Jacks for stabilization.
- 8) The Agency must specify outrigger system attached to the corners of the towers, extend Jacks, vertical center line and support pattern.
- 9) The retracted footprint must be submitted along with the tender.
- 10) A single setup is preferred for strong signal strength from all cellular operators, though Wi-Fi and mobile signals are available over different frequencies. Installation of COW's must be in such a way that it should enhance the signal strength of all telecom operators simultaneously like Idea/Vodafone, Reliance, Airtel, MTNL etc.
- 11) The cost involved in the installation, commissioning and regular up-keep of energy management equipment must be supplied.
- 12) The electricity required for functioning of COW setup shall be provided by the Registry. The Registry shall install sub-meter at the site of COWs. Cost of installation and other recurrent charges thereof shall be borne by the Licensee. However, the successful bidder would make necessary arrangements of back-up while keeping in mind all the Rules, Regulations and Law related to environment.

## 5. USE OF SITE

- 1) The subject sites can be used for placement and operation of Communication Cellular Mobile Towers on Wheels (COWs) for provision of Cellular mobile services so as to ensure quality delivery of services.
- 2) The Licensee is not allowed to use the sites for sub-letting in any manner except for sharing with other TSPs for the purpose of providing intended mobile services. Such sharing would also be with the written permission from Supreme Court and as per the Terms & Conditions to be imposed by the Supreme Court in this regard. The decision of the Supreme Court in this regard shall be final and binding on all.
- 3) The Licensee may, if it so elects, install and operate within the site telecommunication equipment, for enhancement of cellular signals; such equipment shall be maintained in a neat and sanitary condition and shall comply with all applicable laws of the country.
- 4) The Licensee would ensure a high standard of hygiene and cleanliness so as to create a clean and healthy environment to enhance the Supreme Court image. In case, the Licensee failed to maintain the hygiene and cleanliness, a fine of Rs. 10,000/- per day per site will be imposed upon the Licensee for a maximum period of seven days, after which Supreme Court reserves the right to terminate the contract w.r.t. such site(s) without any notice/communication.
- 5) Any physical (or otherwise) damage or injury to the property of The Supreme Court, commuters or passers-byes due to lapses on the part of the Licensee will be the sole responsibility of the Licensee only and the Supreme Court will have no legal obligations or liability towards the injured. The Licensee will indemnify and keep indemnified the Supreme Court for any losses or damage on this account.
- 6) The Licensee would ensure that fire detection and suppression measures are installed, as applicable, inside the sites and kept in good working condition at all times.
- 7) The Licensee agrees voluntarily and unequivocally to provide unfettered access to the authorized representative of the Supreme Court for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the Supreme Court. Non compliance may be treated as breach of contract and contract agreement will be terminated.
- 8) The Licensee would ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the Supreme Court must be complied with. Any cost(s) associated with implementation of such instruction will be borne solely by the Licensee. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other

consideration whatsoever on account of implementing the instruction issued by the Supreme Court or its authorized representatives from time to time.

- 9) Preparation of Sites: - The Licensee must submit Preliminary Plans and Specifications, as hereinafter defined, and preliminary schedule to the Supreme Court within 30 days of issue of work order. The Supreme Court will have the right to approve the Licensee preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by the Supreme Court shall be mandatory.
- 10) As used here in, Preliminary plans and specifications shall mean schematic development documents, which shall consist of:
- i. General design notes
  - ii. Single line floor plan
  - iii. Electrical location plan
  - iv. Equipment layout
  - v. Lighting, and miscellaneous electricity load required
  - vi. Electrical wiring plan and telecommunication and data wiring.
  - vii. Plans for precautions and standards for maintaining hygiene and cleanliness.
  - viii. Provisions and measures for fire safety and fire fighting.
- 11) **Encroachment:** The Licensee will strictly not encroach upon any area and shall restrict to allotted site only. In case, the Licensee encroaches upon the public land, the Supreme Court reserves the right to revoke the work order and forfeit the interest free performance security.
- 12) **Security- Arrangement:** The Licensee will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The Supreme Court in any case will not take any responsibility of theft/ loss.
- 13) **Overall control:** That the overall control and supervision of the site shall remain vested with the Supreme Court who will have the right to inspect the whole or part of the sites under this Tender as and when considered necessary, with respect to its bona fide use and in connection with fulfillment of the other terms and conditions of the contract agreement.
- 14) **No Signage:** The Licensee shall not be allowed to install any type of signage (commercial / non-commercial), except those mandated by Department of Telecom, for any purpose inside/or outside the sites unless permitted in writing by Supreme Court. In case, the Licensee installs any type of signage (commercial / non-commercial) for any purpose inside/or outside the sites without any written permission, a fine of Rs. 10,000/- per day per -site will be imposed upon the Licensee for a maximum period of seven days, after which Supreme Court reserves the right to terminate the contract w.r.t. such site(s) without any notice/communication.

- 15) **Misuse:** The Licensee shall use the granted sites under the contract agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said sites for any other purposes the contract agreement shall be deemed to have been misused and the Supreme Court shall immediately terminate the said contract agreement, and forfeit the interest free performance security. The Licensee will indemnify and keep indemnified the Supreme Court for any losses on this account.

## 6. INSTRUCTIONS TO THE BIDDERS

- 1) This Tender Document does not purport to contain all the information that each Bidder may require. Bidders are requested to conduct their own investigations and analysis and to check the Accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. The Supreme Court makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of Supreme Court.
- 2) Participating in the tender shall mean the Bidder has categorically accepted the provisions of the Tender Document, including its Disclaimer.
- 3) Bidders are required to read carefully the contents of this document and to provide the required information. Each page of the Tender Document, including Corrigendum / Addenda (if any), and other submissions may be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this tender, before submission. Any unsigned and unstamped document may not be considered for evaluation.
- 4) Bidders may clearly note the last date and time of submission of Bids.
- 5) Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, Supreme Court may annul the work order, as the case may be. Further, the Bidder may be blacklisted for participation in any future tender of Supreme Court. In such a case Supreme Court shall forfeit the Earnest Money Deposit (EMD) or Performance Security, as applicable, held with Supreme Court.
- 6) The Bidder shall provide all the information requested in the Tender Document. The Supreme Court reserves the right to reject an offer that does not contain all the required information requested therein.



- 7) The Supreme Court shall not entertain any submission made by the Bidder after last date and time for submission of bids. However, Supreme Court in its sole capacity reserves the right to call for any information/ clarifications from the Bidder in writing. Bidder shall furnish such requisite information within such time as may be permitted by Supreme Court.
- 8) Financial Bids of only Technically Qualified Bidders, who fulfill the eligibility criteria, will be opened for further evaluation.
- 9) The Supreme Court reserves the right to reject any or all of the Bids, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Bidder or any obligation upon the Supreme Court.
- 10) Nothing in this Tender Document or in any communication issued by the Supreme Court shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- 11) The tender prepared by the Bidder and all correspondence/documents relating to the tender exchanged between the Bidder and the Supreme Court shall be in English language.
- 12) At any time prior to the bid submission, the Supreme Court may, for any reason, whether at its own initiative may modify the Tender Document through issuance of an Corrigendum / Addenda. This shall be uploaded on e-procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and also on [www.sci.gov.in](http://www.sci.gov.in)
- 13) In order to give the Bidders reasonable time, in which to take a Corrigendum / Addenda into account, or for any other reason, the Supreme Court may, at its discretion, extend the last date & time for submission of Bid.
- 14) While Supreme Court shall adhere to the dates mentioned in this Tender Document, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.
- 15) The bids shall be submitted in two bid system i.e. Technical Bid and Financial Bid.
- 16) The Bidder shall bear all costs associated with the preparation of the tender and the Supreme Court shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.
- 17) The Supreme Court reserves the right to out rightly reject hypothetical or conditional tenders without assigning any reason whatsoever.

- 18) Tenders may not be modified or withdrawn by the Bidder after the last date and time of bid submission. Withdrawal of Bid during the interval between last date and time of bid submission and expiration of the Bid Validity Period would result in forfeiture of the EMD.
- 19) The Supreme Court reserves the right to remove or add any site listed in the locations and tentative site location section of this Tender document, from the bidding process before the bid closing date through issuance of an Corrigendum / Addenda. The Bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site from the bidding process.

## **7. TENDER-BID VALIDITY**

- 1) The Tender-bid shall be kept valid for 90 days from the date of opening of Technical Bid. In exceptional circumstances, prior to expiry of the validity period, the Supreme Court may request the bidders for a specified extension in the period of validity of the Tender. The request and the response thereto shall be made in writing. The bidder may refuse the request without forfeiting his EMD. The bidder agreeing to the request, shall not be required to modify his tender but will be required to extend the validity of his EMD accordingly.

## **8. CONFIDENTIALITY OF TENDER INFORMATION**

- 1) The Tender Invitation Documents, as listed above, and any addenda thereto, together with any further communications are issued for the purpose of inviting tender only. The bidder shall not disclose any information contained in the documents or otherwise supplied in connection with this tender invitation to any third party except for the purpose of preparing his Tender. The bidder shall maintain complete confidentiality till the Contract is awarded. In the event that such confidentiality is breached, the Supreme Court may reject the Tender.

## **9. PRE-BID MEETING**

- 1) The Registry would convene a pre-bid meeting with all tentative bidders on **23.10.2018 at 3:30 PM** with Deputy Registrar, Computer Cell, Supreme Court of India, to clarify any points on execution of mobile towers cell on wheel (COWs) in Supreme Court of India. Vendors are requested to intimate their participation to this meeting by confirming their participation and sending the same to the following email id: [boamsupremecourt.sc@nic.in](mailto:boamsupremecourt.sc@nic.in).

**C. TERMS & CONDITIONS FOR THE SUCCESSFUL TENDERER**

- 1) The successful tenderer shall have to give performance security deposit of 5% of the total value of tender after adjusting the amount of Rs. 6,50,000/- already deposited as Earnest Money along with the tender (with extension of validity of EMD as applicable) by way of Demand Draft in favour of “The Registrar (Admn.), Supreme Court of India, New Delhi”. The performance security deposit will be refunded after two months from the date of successful delivery/installation. The Earnest Money deposited along with the tender would be adjusted against the Security Deposit.
- 2) The setting up of communication cellular mobile tower on wheels in Supreme Court should be strictly as per the specifications, which will be inspected by an Inspection Committee comprising of Senior Officers of the Registry or its Authorised representative and in case the supply is not found strictly in conformity with the approved specifications, the same will be liable to be rejected and the entire supply will have to be replaced with the quality exactly commensurate with the approved specifications at the cost of the tenderer. The decision of the Inspection Committee in this regard shall be final.
- 3) The successful tenderer shall make available adequate number of manpower so as to ensure that cell on wheels (COWs) function smoothly throughout the day.

**DOCUMENTS TO BE SUBMITTED FOR EVALUATING RESPONSIVENESS OF THE BID**

- 1) Copy of Certificates of incorporation of the Company.
- 2) Copy of Registration Certificates of the Company.
- 3) Copy of Solvency certificate issued by any Scheduled Bank for the amount Rs.50,00,000/-
- 4) Copy of Bid Application Form as mentioned in Annexure-1
- 5) Copy of format for Power of Attorney for signing of application as mentioned as Annexure -II.
- 6) Copy of Certificates for Experience as mentioned in Annexure – III.
- 7) Copies of Audited Balance Sheets for turnover of the firm/company for last three financial years or of period from date of incorporation whichever is less.
- 8) Copies of summary of annual average turnover of the agency for last three years duly audited by the Chartered Accountant or of period from date of incorporation whichever is less in Annexure – IV.
- 9) Copy of IP Registration certificate (IP category- 1) from DoT or Telecom Service Provider having valid UL(AS) / UASL (within territory of Delhi & NCR) licensee from Department of Telecommunication, Government of India (DoT).

- 10) Copy of an undertaking to the effect that the Registration Certificate will remain valid, without interruption, during currency of the contract agreement.
- 11) Copy of declaration by the bidder that maximum height of any structural element installed with Communication Cellular Mobile Towers on Wheels (COWs) to be installed under this Tender will be limited to 30 meters above the ground-level at the given location.
- 12) Copy of undertaking on stamp paper of value Rs.100/- regarding adherence to the security requirements/aspects by the Tenderer as provided in Annexure – V.
- 13) Copy of undertaking on stamp paper of value Rs.100/- regarding adherence to technical aspects by the infrastructure provider as provided in Annexure – VI.
- 14) Copy of GST registration certificate of the bidder.
- 15) Copy of PAN No. of the bidder.
- 16) Copy of tender documents duly signed on each page in token of acceptance of the Tender document.
- 17) **Financial Bids to be submitted by the bidder as mentioned in Annexure-VII.**
- 18) Copy of No Black Listing Certificate to be submitted by the authorized signatory as per the form mentioned in Annexure - VIII.

**Note:**

- 1) The papers/ documents should clearly mention Annexure Number on the top of it.
- 2) All documents to be annexed for evaluating responsiveness of the bid as per their serial number mentioned above to avoid any confusion.
- 3) The bids will be considered responsive who have submitted the above mentioned documents, as applicable, completed in all respect. To facilitate evaluation of Bids, the Supreme Court may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.
- 4) The documents mentioned above which are not relevant/ not applicable to the bidder be also annexed by marking in the centre of the page as “..... Not Applicable ... ..”.

#### **D. PENALTIES**

- 1) If installation is not made in time and the Registry is required to make alternative arrangements from outside at higher rates, the loss sustained will be deducted from the EMD/Performance Security of the tenderer.
- 2) If the successful tenderer abandons the contract prematurely, or fails to perform his part of contract, the security deposit or any part thereof will also be liable to be forfeited
- 3) Irrespective of fact as to whether or not the Registry makes alternative arrangements from outside, the Registry may impose penalty upto 1% of total cost per day, if the delay is due to willful negligence or willful act or omission of the tenderer and it caused financial loss or inconvenience to the Registry.
- 4) The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the supply of the item is found unsatisfactory/not as per specifications

#### **E. INVITATION OF TENDER**

Interested parties may send their highest sealed tender in three separate sealed envelopes should be used for submitting **(i)** “Earnest Money(EMD)” for Setting up of three (3) Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises. **(ii)** “Technical bids” and **(iii)** Financial Bids for Setting up of three (3)Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises. addressed by name to the undersigned or may be handed over personally to Registry's Reception Counter No. 37 near PRO Office **on or before 14.11.2018 upto 3.00 P.M. Only Technical bids will be opened at 3.30 P.M. on the same day** by a Committee of Officers constituted for the purpose before the tenderers or their authorized representatives who may wish to remain present and the commercial/ financial bids shall be opened on subsequent date that will be notified later. The tenders received after due date and/or time and/or without earnest money will not be entertained. In the first instance, envelopes containing Earnest Money will be opened, thereafter, the envelopes containing Technical bids will be opened.

(Basu Dev Sharma)  
Addl. Registrar (AM)

TENDER FORM No: /...../2018-19/

NAME OF BIDDER:

ADDRESS:

To

The.....

.....  
Supreme Court of India  
New Delhi - 110001

Dear Sir,

**SUBJECT: TENDER FOR ALLOTMENT OF SPACE FOR INSTALLATION OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS FOR ENHANCEMENT OF MOBILE SIGNALS ONLY IN SUPREME COURT PREMISES.**

1. I/We have perused the terms and conditions governing the tender for letting out sites on "AS IS WHERE IS" basis for the purpose mentioned in the subject above and hereby agree to abide by the said terms and conditions. We also agree to keep this tender open for acceptance for a period of 90 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our earnest money. I/We have submitted all documents related to our technical qualifications.

2. I/We have perused the details of sites which is as follows:

**ALLOTMENT OF SPACE FOR INSTALLATION OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS FOR ENHANCEMENT OF MOBILE SIGNALS ONLY IN SUPREME COURT PREMISES.**

3. I/We undertake to give full compliance to extant license conditions, regulations & guidelines of DoT, TRAI and other Statutory Authorities.

4. I/we shall submit technical documentation including structure stability and design aspects of Communication Cellular Mobile Towers on Wheels (COWs) including its fixing arrangements for the SUPREME COURT approval within 30 days of the issuance of Letter of Acceptance for allotted locations/sites.

Incomplete submissions will not be accepted. The Supreme Court reserves the sole right to reject any of the said submissions without assigning any reasons whatsoever. I/we agree to comply with the directives of the Supreme Court regarding structure stability and designs as may be specified by the Supreme Court. I/We are required to ensure that all clearances, approvals etc for all sites/ locations

will be arranged/ obtained by us.

5. I/We shall be charged Licence fee and other dues etc. for all allotted locations/sites through Bid Process

I/We shall pay the monthly Licence fee and other dues quoted for all allotted locations/sites through bid process. The cost of construction/fabrication and installation of Communication Cellular Mobile Towers on Wheels (COWs) etc. will be borne solely by us/me. I/We will also do the maintenance of all Communication Cellular Mobile Towers on Wheels (COWs) etc. so fabricated and installed by me/us. I/We shall also maintain sites free of any encroachments as per directives of the Supreme Court and keep the space neat and clean as per the requirements/ directives of the Supreme Court.

6. SITES OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS (COWS)  
I/We have inspected the proposed site of Communication Cellular Mobile Towers on Wheels (COWs) and have checked various parameters and assessed ground requirement for establishing Communication Cellular Mobile Towers on Wheels (COWs).

a) I/We shall pay to the Supreme Court a Licence fee as quoted by me/us as Financial Bid for operating at the sites for a period of only 5 years. Duration of the contract period will be counted from the date of execution of the contract agreement. The Licence fee will be charged from (i) date of execution of work order or after expiry of 45 days from the date of issuance of work order, whichever is earlier.

Provided that in case any permanent communication cellular tower is allowed within 100m. radius of any site, then in such case, the site under this Tender Document shall be vacated by the Licensee and handed over to the Supreme Court. In such scenarios, the Licence fee will be reduced proportionately on the basis of number of sites vacated and handed over .

(B) I/We shall also pay GST as applicable from time to time.

I/we shall submit the interest free performance security as requested within 15 days of date of the work order i.e. an amount equivalent to 5% of the quoted Licence fee for 60 months (as security deposit) prior to taking over possession of the site. I will also pay the quarterly Licence fee quoted in advance at the start of each quarter.

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for contracting the site, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to take the sites for a contract period of .....years as per the terms and conditions contained herein in this Tender document.

I/ We shall arrange for water supply and sewage disposal at each site, if required, under our own arrangements and at our expense. However, where such facilities are provided by the Supreme Court, I/ We shall pay to the Supreme Court the applicable charges as fixed by the Supreme Court from time to time.

The Earnest money of Rs. ....../- (Rupees..... Only) vide a demand draft is to be given along with the tender document drawn on any Scheduled bank in favour of".....".

I/We enclose a demand draft in favour of ".....", drawn on..... (Bank), bearing No..... dated ..... for Rs. (Rupees.....) towards earnest money deposit.

Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by me/us.

AH taxes including Municipal Taxes if any, as applicable shall be borne solely by us/me.

I /We agree voluntarily and unequivocally not to seek any compensation, damages, claims or any other consideration from the Supreme Court if installation of Communication Cellular Mobile Towers on Wheels, etc. on any sites as mentioned in this Tender Document are not permitted due to court order/ judgement/ local laws/ civil authorities. The cost of construction of Communication Cellular Mobile Towers on Wheels, etc. and their continued maintenance will be borne solely by us.

I /We will abide by all terms & conditions and other clauses mentioned in this tender document and have duly signed on each page as token of my/our full and unconditional acceptance.

Encl:

- 1 Bank Draft
- 2 Non-refundable cost of document. (Bank Draft)

Signature\_ \_ \_ \_ \_

Name of the Authorized Signatory with rubber stamp

Address:- \_ \_ \_ \_ \_

Tel.No-- .....

Fax.No: .....



**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

**Power of Attorney**

Know all men by these presents, We \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorize Mr/ Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid, including signing and submission of all documents and providing information / responses to the Supreme Court representing us in all matters before the Supreme Court, and generally dealing with the Supreme Court in all matters in connection with our bid for the said contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted \_\_\_\_\_ (signature)  
(Name, Title and Address) of the Attorney

Note:

- 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.



**Annexure-IV****SUMMARY OF TURN-OVER OF LAST THREE FINANCIAL YEARS OR FROM INCORPORATION OF THE COMPANY, WHICHEVER IS LESS, FOR QUALIFICATION (TECHNICAL ELIGIBILITY)**

1. Proof for years of operation as certified by Chartered Accountant/Self declaration. In case at any time during the period of Licence, if declaration found wrong then the agreement will deemed to be cancelled and all the assets of the project shall be vested in Supreme Court.

2. Average Annual Turn Over.

S.No.	Year	Annual Turnover
1.		
2.		
3.		
Average Annual Turnover during last three financial years		

Note:

1. Photocopy of supporting documents for above details shall be enclosed.
2. Turnover of the bidder for Setting up Communication Cellular Mobile Towers on Wheels (COWs) project shall be as per certificate of Chartered Accountant/Self declaration. In case at any time during the period of Licence, if declaration found wrong then the agreement will deemed to be cancelled and all the assets of the project shall be vested in Supreme Court.

Company Seal

Signature of authorized representative

**Annexure-V**

(To be given on stamp paper of Rs.100/- duly Notarized) (Undertaking for adherence to Security requirements/ aspects by the bidder)

This is to certify that M/s .....  
 (Company's name) hereinafter called "Bidder", having its registered office at ..... has offered bid for setting up of Communication Cellular Mobile Towers on Wheels (CoWs) in Supreme Court being IP/TSP. The bidder hereby gives undertaking to strictly follow the security aspects to be adhered by the public sector and independent infrastructural providers/ communication network operators which includes:

- (i) Use of Supreme Court sites by the bidder will not, in any manner, impinge upon the security of the Supreme Court area.
- (ii) If at any stage, the operational situation so demands, services provided by the bidder may be blocked in an emergency for which no compensation shall be due to the bidder.
- (iii) The bidder is aware and is in agreement that activities of his workmen/ staff will be monitored closely to ensure security of vital installations in Supreme Court area.
- (iv) The bidder will erect their Communication Cellular Mobile Tower at the allotted site only. The bidder agrees that the site locations for installation of Communication Cellular Mobile Towers on Wheels will be jointly identified by the bidder and Supreme Court authorities, based on security and technical feasibility with security being the overriding factor. No change in site will be restored to without the permission of the Competent Authority.
- (v) The bidder will make available the particulars of persons employed by them to the Supreme Court Authorities, only after their police verification by the bidder. The antecedents of all such persons will be subjected to the verification and if found acceptable, they will be issued security passes to allow them to enter the Supreme Court area.
- (vi) The Bidder will at all times, provide access to the Supreme Court authorities or to their authorized representatives, to the Communication Cellular Mobile Towers on Wheels to ensure that no illegal or undesirable activities are being carried out by the bidder or his representatives.
- (vii) If the bidder is found to be using the tower and/or its equipment for any objectionable purpose, the Supreme Court authority will have the authority to order temporary closure of the services of the bidder till final decision by the.....,Supreme Court.
- (viii) The bidder will not employ any foreigner employee for working on the site at Supreme Court area. No foreigner will be allowed to visit the installation sites.
- (ix) Photography of vulnerable areas/ vulnerable points and establishments in Supreme Court area, by the employees of the bidder will not be permitted.
- (x) The bidder and the employees of the bidder will abide by all security instructions of the Supreme Court Authorities.

- (xi) The bidder will be solely responsible to ensure the security of the Communication Cellular Mobile Towers and its supporting systems and accessories.
- (xii) The bidder will provide static towers only in Supreme Court Area.
- (xiii) Towers in Supreme Court area should be shared by all service providers.
- (xiv) The bidder should provide Sketch/ Map of the towers indicating locations to the .....Authority for routine security checks.

Witness      Signature

1.....

2..... :.....

Name of Signatory .....

Designation of Signatory .. .. .

Mobile No.... . . . . .

Email id ..... ..

**Annexure-VI**

(To be given on stamp paper of Rs.100/- duly Notarized) (Undertaking for adherence to Technical aspects by the bidder)

This is to certify that M/s  
.....  
(Company's name) hereinafter called "Bidder", having its registered  
office at..... ..  
..... has offered  
bid for setting up of Communication Cellular Mobile Towers on Wheels (CoWs) in Supreme Court.  
The company hereby give undertaking to strictly follow the technical aspects to be adhered by the  
public sector and independent infrastructural providers which includes:

- (i) The bidder will obtain frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with local Signal Authority.
- (ii) The bidder will obtain SACFA clearance as per the laid down procedure, for a particular latitude and longitude. The bidder will not be permitted to move their antenna towers as per their convenience. In case they need to shift the site of the antenna tower, they will need to obtain a fresh SACFA clearance for the new location with the exact latitude and longitude.
- (iii) In case the communication cellular mobile tower/ facilities so installed by the bidder causes any interference/ obstruction to the Army/ Airforce/ Navy/ Coast Guard communications, the bidder may be asked to discontinue his services, for which no compensation will be due to the bidder.
- (iv) The bidder will also, whenever required, obtain "No Objection Certificate" from Civil Aviation and Air Force Authorities regarding the installation of the Communication Cellular Mobile Towers in their vicinity and abide by all their stipulations as necessary.
- (v) The bidder will ensured for proper earthing of the installation.
- (vi) The bidder wil1 install proper lightning protection and fire fighting devices.

Witness

Signature

1.....

2.....

Name of Signatory . . . . .

Designation of Signatory .. . . .

Mobile No. .... .

Email id .. . . .

**Annexure-VII****TENDER FOR ALLOTMENT OF SPACE FOR INSTALLATION OF COMMUNICATION CELLULAR MOBILE TOWERS ON WHEELS IN SUPREME COURT.**

Name of Individual for Installation of Communication Cellular Mobile Tower on Wheels (COW) in Supreme Court	Minimum Reserve Price Per Month excluding GST as applicable for all three COWs	Rates Per month (In Figures) excluding GST as applicable for all three COWs	Rates Per Month (In Words) excluding GST as applicable for all three COWs
	<b>Rs. 5,40,000/-</b>		

I / We hereby offer the above-mentioned rates for installation of Communication Cellular Mobile Tower on Wheels in Supreme Court. This offer is unconditional and without any rider.

Signature of Bidder

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_ Tel.

No. \_\_\_\_\_

**Annexure VIII**

**NO BLACKLISTING CERTIFICATE**

Declaration of Non-Blacklisting  
(To be provided on the Company letter head)

To,  
.....  
.....  
.....  
New Delhi – 110001.

Dated.....

**Subject:** Self Declaration of not been blacklisted in response to the Setting up of three Communication Cellular Mobile Towers on Wheels (COWs) in Supreme Court Premises.

Ref: NIT No..... dated.....

Dear Sir,

We confirm that our company or firm-,.....is currently not 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 Bidder)