

**HIGH COURT OF DELHI  
SHERSHAH ROAD  
NEW DELHI-110003**

**No. 2699/G-4/Genl./DHC  
Dated: 27.12.2014**

**QUOTATION NOTICE**

Delhi High Court invites tender for the Cellular Tower and BTS Pole Site to be installed/erected at the roof tops of Lawyers' Chambers Block - I and Lawyers' Chambers Block – II from reputed agencies by themselves or as Joint Venture on license basis; for mobile signals in and around this Courts Complex, as per under mentioned Schedule and information:-

1.	Cost of Tender Document (non –refundable)	Rs 1,000/-
2.	Earnest Money Deposit (EMD)	Rs 2,00,000/-
3.	Licence Period	9 years
4.	Sale of Tender Document (non-transferable)	03.01.2015 to 14.01.2015 between 11:00 AM to 4:00 PM from the Recovery Clerk, sitting in Room No. 1, Ground Floor, Lawyers' Chambers Blocks-I of this Court.
5.	Submission of Sealed tenders	Latest by 4:00 PM on 15.01.2015 addressed to Registrar (Genl. - Admn), Room No. 01, Ground Floor, New Administrative Block, Delhi High Court, Sher Shah Road, New Delhi.
6.	Date, Time and Venue of opening of Tender	11:30 AM on 16.01.2015 in Room No. 01 of Registrar (Genl. - Admn) at Ground Floor, New Administrative Block, Delhi High Court, Sher Shah Road, New Delhi.

Cost of Tender Document i.e., Rs 1,000/- shall be made by Demand Draft/Pay Order drawn in favour of Registrar General, Delhi High Court payable at New Delhi. **(Bid Application Form may also be downloaded from Delhi High Court's website [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in) and may be submitted along with Tender Document cost of Rs.1,000/- vide Demand Draft/Pay Order. Downloaded Bid Application Form submitted without Demand Draft/Pay Order of Rs 1,000/- towards cost of Tender Document, as mentioned above, shall be out rightly rejected).** Tenders received without Demand Draft/Pay Order and/or after the due date shall be summarily rejected.

This Court also reserves its right to accept or reject any or all the tenders without assigning any reason.

**Sd/-  
(KRISHAN K. SHARMA)  
DEPUTY REGISTRAR (GENL-ADMN)**

**Signature of the applicant**

**HIGH COURT OF DELHI  
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NEW DELHI-110003**

**TENDER FOR ALLOTMENT OF SPACE FOR INSTALLATION OF CELLULAR/BTS  
TOWER AT THE ROOF TOP OF LAWYERS' CHAMBERS BLOCK-I AND LAWYERS'  
CHAMBERS BLOCK-II IN DELHI HIGH COURT**

**TENDER DOCUMENT**

Cost of Document: Rs. \_\_\_\_\_ non-refundable (In words Rupees \_\_\_\_\_ only inclusive of DVAT, vide a Demand Draft/Pay Order payable in Delhi drawn on any scheduled commercial bank except Regional Rural Banks and Local Area banks, in favour of "Registrar General, Delhi High Court"). If downloaded from the internet, please include the non-refundable amount indicated above towards the cost of the document along with your submission. Downloaded submissions without the document cost will be rejected outright. No tampering /alteration or changing of the content is permissible.

**NAME & ADDRESS OF PERSON / COMPANY TO WHOM ISSUED:**

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Date of Sale: - \_\_\_\_\_

**Issued by:**

(Name, Designation and Signature)

Signature of applicant:

**Signature of the applicant**

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**TERMS AND CONDITIONS FOR INSTALLATION OF CELLULAR/BTS TOWERS**

The subject sites i.e., Lawyers' Chambers Block No. I and Lawyers' Chambers Block No. II are within the Delhi High Court premises situated at Sher Shah Marg, New Delhi-110003 and in the possession of Delhi High Court.

The operator, engaged in the business of providing cellular telephone services can set up cellular/microwave antenna/BTS Pole Site and other related equipments on the Terrace of aforesaid property.

Delhi High Court with a view to improve its Network coverage in and around Delhi High Court has desired/proposed the operator for permission to install its cellular/microwave antenna/ BTS Pole Site and other related equipments on the Terrace of the said building.

The operator has represented that it is desirous of using on License a portion of the Terrace of the said building for the purposes of installation of a cellular and microwave antenna/ BTS Pole Site and other related equipments, generators etc for the purpose of setting up of a chain of communication network and Delhi High Court has thus agreed to permit the use of the said Terrace of the said property as mutually decided on leave and license for the aforesaid purpose on and subject to the terms and conditions hereinafter contained:-

1. Delhi High Court has good and valid power, right, authority and no objection to grant the license in favour of operator.
2. Delhi High Court has no objection to grant leave and license to the operator for an area on the Terrace of the property being Lawyers' Chambers Block I and Lawyers' Chambers Block II respectively, Delhi High Court, New Delhi - 110003 (hereinafter referred to as "Terrace") for the installation of a cellular and microwave antenna, other related equipments and generator on the said premises, subject to the following conditions :-
  - (i) The operator shall ensure that the antenna equipment and generator are properly installed in such a manner so as to avoid any kind of inconvenience or nuisance to the other occupants of the building. The Terrace shall be kept in good condition and maintained properly by the operator at its own cost.
  - (ii) The operator shall obtain all permissions/sanctions that may be required from the Department of Telecommunication and all the Local / State Authorities for installation and operation of its antenna, equipment and generator.
3. The operator shall be entitled to:
  - (a) erect and install a temporary prefabricated shed on the Terrace of the said property adjacent to its tower for antennae in total area including space for

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generator admeasuring 13.2m x 5.0m. The operator shall also be entitled to erect and install a standby/back-up generator of 25 KVA power rating on the Terrace.

- (b) make appropriate earthing pit(s) for providing earthing, and to connect the said pit(s) to the antenna, equipments and generator in such a manner as is necessary, permissible and appropriate for the purpose of providing earthing to the antenna, equipments and generator.
- (c) For the purposes of erecting and installing the aforesaid antenna, equipment and generator etc, the operator shall be entitled to lay cement/concrete platforms with or without RCC beams/columns on or inside the roof of the Terrace or any part thereof and/or carry out the erection and installation by and/ all other means necessary for the said purpose.
- 4A) The operator shall in consideration of the license hereby granted by Delhi High Court pay to the Delhi High Court the license fee of Rs. \_\_\_\_\_ per month during the subsistence of the license. The said License Fee shall be subject to deduction of Tax at Source as per Income Tax Act/Rules in force from time to time. The said license fee shall be payable in advance every month by the 10th day of the each English calendar month.
- B) The operator shall also deposit with Delhi High Court a sum of Rs. \_\_\_\_\_ equivalent to 6(six) months' license fees as interest-free security deposit which amount shall be returned by Delhi High Court to the operator on the day of the expiry or earlier determination of this Agreement without any deduction therefrom along with the unadjusted amount of advance license fees, if any, paid to Delhi High Court.
- C) That the operator shall also pay to Delhi High Court, an amount of Rs.5,000/- as one time payment towards the user charges of electricity consumed during installation of the equipments at the licensed premises and the subsequent on load testing of the same after the said installation.
- D) All payments will be made by the operator by issuing account payee cheque/s/bank transfer, in favour of "**Registrar General, Delhi High Court**"
5. Delhi High Court has clearly understood and agreed that any /all present and future liability in relation to Income Tax Demands, as operator may receive on account of agreement including any additional demand on account of 'Tax Deduction at Source<sup>1</sup> shall be the sole responsibility of Delhi High Court only and Delhi High Court shall keep the operator indemnified and agrees to pay to operator such sums in this respect.
6. The License shall commence from \_\_\_\_\_ and be in force till \_\_\_\_\_. Both Delhi High Court and the operator shall have the right to determine this license by giving to the other party, a three months' prior notice in writing at any time during the currency of this license.
7. The license fee shall be enhanced by 15% at the expiry of every 3 years. For the purpose of the agreement, year shall mean the period of 12 months commencing from the date of commencement of the license.
8. The operator shall apply for, obtain and install its requirement of power directly from concerned electricity authorities in its name or in the name of any nominee or any other person or authority. Delhi High Court shall execute a No Objection Certificate required by the operator to apply for, obtain and install the power supply / connection. Delhi High Court shall for the aforesaid purpose allow the

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employees / workers of concerned electricity authorities or any other agency to carry out the work of installation of the electric meters. The operator shall have the right to install necessary cables, and wires equipment for the purpose of transmitting the power supply from meters to its antenna, other equipments and generators as per agreed drawings.

9. Delhi High Court shall provide access at all times to the operator, its employees, agents, associates, security guards etc. to the building and terrace subject to the availability of the Residential Care taker and further ensure that access is not denied to the operator, its employees, agents, associates, security guards etc. at any time including Sundays, excepting National and notified holidays.
10. Delhi High Court shall not during the currency of this license install, cause, or allow to be installed on the licensed premises or any other part of the building any communication facilities/equipments, the placement or operation of which, in the judgment of the operator, may interfere with the working of the operator's antenna, equipment or generator.
11. The operator shall be responsible and liable for any injury or damage which may be caused to any employee of Delhi High Court or any other person as a result of any negligent act of omission and commission by the operator.
12. If the operator fails to pay to Delhi High Court the license fee hereby reserved in the manner and within the period provided herein, Delhi High Court shall be entitled to, after giving a notice of 30 days, and only if payment remains still unpaid, terminate this Agreement and revoke leave and license hereby granted.
13. Delhi High Court shall pay and continue to pay all property taxes, municipal taxes and other taxes, levies, duties etc. with respect to the said property including the said Terrace during the currency of this Agreement including increase thereon and that the Licensee shall not be responsible for the same.
14. The operator has and shall continue to comply with all laws, bylaws, rules, regulations, orders, notifications, directions, conditions of the Government whether Central, State, Local or Municipal with respect to the said property including the said Terrace and the installation of Antenna.
15. The operator shall be entitled to install any additional equipment goods etc. and shall also be entitled to remove any / all its equipment, goods etc. at any time in its sole discretion without any let, hindrance or objection from Delhi High Court including in the circumstances of the Agreement having been terminated/determined by the operator, subject however to, no objection being granted by Public Works Department in this regard.
16. The operator hereby indemnify(ies) and agrees to continue indemnifying Delhi High Court for each and all loss(es), damage(s), actions, proceedings, etc. as Delhi High Court may face or incur due to direct or indirect act or omission of the operator and/or any violation of any provision of this Agreement by the operator
17. On the expiry of the term of the agreement or its earlier determination in accordance with the terms and conditions of the agreement, the operator shall remove and/or cause to be removed its antenna equipment and generator from the licensed premises and shall vacate the licensed premise within \_\_\_ days.
18. At the expiry of the term hereof the parties hereto may with mutual consent of both the parties, extend the duration of the agreement on the same terms and conditions for such further periods as the parties may mutually agree, in writing.

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19. Nothing herein contained shall be construed as creating any tenancy or sub-tenancy in favour of the operator or its officers and/or employees in or over or upon the Terrace or any part thereof other than the right of use hereby granted or as entitling the operator to the exclusive possession of the Terrace. It is the express intention of the parties hereto that the agreement shall be a mere license and Delhi High Court shall always be deemed to be in possession thereof.
20. Except as otherwise provided in the agreement, the provision of the agreement may be amended at any time by mutual written consent of the parties hereto.
21. It is expressly agreed to between the parties hereto that in case the necessary clearances are not obtained by the operator from S.A.C.F.A. (Standing Advisory Committee for Frequency Allocation -Cellular Mobile Telephone Services Regulatory Body), the operator shall terminate / determine this License by giving to Delhi High Court one months notice for termination / determination of the License and shall also be entitled to remove any / all its equipment, goods etc. at any time in its sole discretion without any let, hindrance or objection from Delhi High Court.
22. The agreement and the contents here of supersedes each and all agreements, arrangements, understandings, letters, correspondence, representations, etc. between the parties hereto with respect to the subject matter herein.
23. Any notice or communication with reference to the agreement, unless otherwise specified herein, shall be deemed to be validly sent if dispatched by registered post acknowledgement due to the other party at the respective addresses. Either party may by a written notice to the other party change his/her address aforesaid.
24. If any party fails to require performance by the other party of any obligation it shall not affect the right of such party to require performance of that obligation subsequently.
25. In the License Deed, unless the context otherwise requires any references to words importing the singular shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporated.
26. The agreement is the final, entire and sole repository of terms and conditions mentioned herein and all earlier agreements, arrangements, letters, correspondence, understandings etc. with respect to the subject matter of the agreement. Any and/or all annexure(s) to the agreement forms part and parcel of the agreement.
27. The Courts at Delhi alone shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning this Deed.
28. This License Deed is executed in duplicate with one copy in original, each being retained by both Delhi High Court and the operator.

**Signature of the applicant**

**HIGH COURT OF DELHI  
SHERSHAH ROAD  
NEW DELHI-110003  
BID APPLICATION FORM  
(Non-Transferable)**

NAME OF TENDERER:

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ADDRESS:

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To

**THE REGISTRAR (GENL. ADMN)  
ROOM NO. 01, GROUND FLOOR,  
ADMINISTRATIVE BLOCK,  
DELHI HIGH COURT  
SHERSHAH ROAD  
NEW DELHI-110 003**

**SUB: TENDER FOR ALLOTMENT OF SPACE FOR INSTALLATION OF  
BTS/CELLULAR TOWER AT THE ROOF TOPS OF LAWYERS CHAMBER  
BLOCKS-I & II, DELHI HIGH COURT FOR ENHANCEMENT OF MOBILE  
SIGNALS**

Dear Sir,

- 1 I/We have perused the terms and conditions governing the tender for letting out space on license basis on the locations mentioned in the subject above and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 180 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 area for **Allotment of Space for installation of BTS/Cellular Tower for Enhancement of Mobile Signals Only.**
- 3 **I/We undertake to give full compliance to Technical Parameters of DoT, TRAI and other statutory authorities.**
- 4 **I/we shall submit structure stability and design certificates of BTS/Cellular towers etc. including its fixing arrangements for PWD's approval within 30 days of the issuance of Letter of Acceptance for allotment of aforesaid sites.** Piece-meal submissions will not be accepted. Delhi High 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 PWD regarding structure stability and designs as may be specified by them. I/We am/are required to ensure that all clearances, approvals etc. for all submissions are taken within this period.

- 5 **Commencement of Licensee fee;**

**Case-1:**

If both the plans & other details are submitted in one lot within 30 days of issue of LOA, then license fee will commence 30 days from the approval (in part/full) of such plans & details by Delhi High Court.

**Signature of the applicant**

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**Case-2:**

If both the plans & other details are not submitted in one lot within 30 days of issue of LOA, then license fee will commence 30 days from the first approval (in part/full) of such submissions by Delhi High Court.

**Case-3:**

If licensee fails in submitting plans & other details within 30 days of issue of LOA, then license fee will commence on 60th day counted from the date of issue of LOA.

**6 I/We shall be charged License fee / space rent and other dues etc. for **all allotted locations/sites through Bid Process.****

I/We shall pay the monthly license fee / space rent and other dues quoted for these **allotted locations/sites through bid process** where even if the whole quantity is not fully utilized. The cost of construction/fabrication and installation of the BTS/ Cellular Towers etc. will be borne solely by us/me. I/We will also do the maintenance of all BTS/ Cellular Towers etc. so fabricated and installed by me/us. I/We shall also maintain free of any encroachments as per directives of Delhi High Court and keep the space neat and clean as per the requirements/ directives of Delhi High Court. I/we understand that all electrical installations including wiring, meters etc. will also become the sole property of Delhi High Court at the end of the license period or upon premature termination of agreement.

**7 Financial Bid Statement:**

I/We hereby offer to take up on license basis for these **sites whose values are quoted as “Bid Price” give below**, (Carpet area), and for installation of BTS / Cellular towers as per terms of this bidding.

<b>S. No.</b>	<b>Location at roof tops of</b>	<b>Area in Sqft. (to be indicated by the tenderer)</b>	<b>Bid Price (Per Sqft/Month) In multiples of 100 only</b>
1.	Lawyers Chambers Block-I		
2.	Lawyers Chambers Block-II		

a) I/We shall pay to Delhi High Court a **Monthly Fixed License fee / space rent as per offer price listed above** (actual carpet area leased out in Sqft.), for operating at the Licensed Premises for a period of only nine years from the commencement of License Fee. (**Tenderers kindly note that bids will be made in Indian National Rupees per Square feet per month in the multiple of hundred only starting from reserve price**). The **fixed License Fee/Space Rent, Other Maintenance Charges and Service Tax thereto (as applicable) and interest free security deposit** will be escalated by 15% every three years, on a compounding basis.

b) I/We shall also pay one time charges per site/ location towards the user charges of electricity consumed during installation of the equipments at licensed premises and the subsequent on load testing of the same after the said installation as mentioned in Clause

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4(C) of Indicative Draft License Agreement. I/We shall also pay **service tax** as applicable from time to time.

I/we shall submit the interest free security deposit as requested within 15 days of date of the LOA along with the first advance monthly license fees / space rent including all other charges and take possession of the licensed premises, within 30 days of LOA.

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for licensing of the site, inspected the conditions of physical infrastructure available on the site, plans and specifications of site and offer my/our acceptance to execute the project as per the terms and conditions contained herein in this bid document. **The final License fee / space rent will be worked out on the basis of actual carpet area handed over as per actual measurement.** The adjustment, if any, in payment will be made in subsequent monthly license fee / space rent, on pro rata basis. I/we require \_\_\_\_\_KVA of electricity load to operate the BTS/ Cellular towers. I/We also confirm our understanding that provision of the requested electricity load is subject to availability and technical feasibility. Priority will be for station utilities and services. I/We voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration, whatsoever on account of non provision of the required electricity load. I/We agree to make all payments/deposits related to provision of electricity and consumption thereof.

**NOTES:**

- (i) The first monthly License fee / space rent, the interest free security deposit and other dues etc. will have to be paid within 15 days w.e.f. the date of issue of the letter of Acceptance.
  - (ii) The agreement will have to be signed within 30 days from the date of issue of letter of Acceptance.
  - (iii) The licensee will submit as **one lot**, structure stability and design certificates of BTS/Cellular towers etc. including its fixing arrangements for PWD's approval within 15 days of the issuance of Letter of Acceptance for both the locations/sites as **under point No. 7, where I have been found highest bidder.**
  - (iv) **The License fees and the interest free security deposit will be increased by 15% after completion of every three years.**
  - (v) **Additional space for utilities** required by me/us, shall be subject to the feasibility and approval of Delhi High Court and will be charged @50% of main rentals i.e. Rs. \_\_\_\_\_/Sq.ft per month on Pro-rate basis. The Earnest money of **Rs. 2,00,000/- (Rupees Two Lacs Only)** vide a demand draft is to be given along with the tender document drawn on any scheduled commercial bank in favour of "Registrar General, Delhi High Court" payable at New Delhi.
- 8 I/We enclose a demand draft in favour of "Registrar General, Delhi High Court", drawn on \_\_\_\_\_(Bank), bearing No.....dated.....for **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)**, towards earnest money deposit.
- 9 I/We enclose a demand draft in favour of "Registrar General, Delhi High Court", drawn on \_\_\_\_\_(Bank), bearing No.....dated.....for **Rs. \_\_\_\_\_ only. Rupees \_\_\_\_\_ only (in words)**, towards non-refundable cost of document. (Applicable *only on down loaded forms*)
- 10 Payment of stamp duty on agreement, if any, to be executed in pursuance of this tender will be borne by me/us.

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- 11 All taxes including Municipal Taxes if any, as applicable shall be borne solely by us/me.
- 12 I/We agree voluntarily and unequivocally not to seek any compensation, damages, claims or any other consideration from Delhi High Court if installation of BTS / Cellular Tower etc. on the both **locations/sites** are not permitted due to **Court order/judgment/local laws/civil authorities**. The cost of construction of BTS/Cellular Towers etc. and their continued maintenance will be borne solely by us.
- 13 I / We will not tap or draw electricity from any unauthorized source within Delhi High Court's jurisdiction.
- 14 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 (draft)

Signature \_\_\_\_\_  
Name of the Authorized Signatory with rubber stamp

\_\_\_\_\_

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**Signature of the applicant**