

Section II

DEFINITIONS & ABBREVIATIONS

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Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

1. "**Services**" means services to be provided as per the requirement mentioned in the scope of work
2. "**Non compliance**" means failure/refusal to comply the terms and Conditions of the tender;
3. "**Non responsive**" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non submission of tender fee on EMD.
4. **Bid** means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof. Wherever 'Tender' word is used, it shall mean the same as 'Bid'.
5. **Bidder** means an applicant who has submitted the Bid as per notice inviting tender of this RFP document.
6. **Bid Security** or "Earnest Money Deposit" or "EMD" shall have the meaning ascribed to it in Section III hereof.
7. **Bid Process** means the process of selection of the Service Provider through competitive bidding and includes release of this RFP document, submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.
8. **Effective Date** shall mean the date on which the Letter of Acceptance is issued by DMRC.
9. **Letter of Acceptance** or "LOA" means the letter or memorandum communicating to the Successful Bidder the acceptance of its Bid.
10. **RFP Document** or "RFP" shall mean this RFP document and shall include any **addendum(s)** issued thereto.
11. **Successful Bidder** shall mean the Bidder, whose Bid is evaluated as the most competitive following the bid evaluation process as set forth in this RFP Document and to whom a Letter of Acceptance is issued subsequently.

SECTION III

INSTRUCTIONS TO BIDDERS

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**INFORMATION AND INSTRUCTIONS FOR TENDERERS FOR “e-TENDERING”
FORMING PART OF BID DOCUMENTS TO BE POSTED ON WEBSITE**

- A. The intending tenderers must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- B. Information and instructions for tenderers posted on website shall form part of tender documents.
- C. The complete Tender Document can only be obtained online after registration of tenderer on the website www.tenderwizard.com/DMRC and thereafter on providing details of Demand Draft or Pay Order or Banker's Cheque towards cost of Bid Documents (as prescribed in NIT). For further information in this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-23417910.
- D. Tender can only be submitted after uploading the mandatory scanned copy of documents such as Demand Draft or Pay Order or Banker's towards cost of Bid Documents (as prescribed in NIT) and Tender Security (as prescribed in Sr. No. 6 of Key Details of NIT).
- E. Those tenderers who are not registered on the website mentioned above shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process' as per details available on the website.
- F. The intending tenderer must have valid **class-III** digital signature to submit the tender.
- G. On opening date, the tenderer can login and see the tender opening process. After opening of tenders, tenderer will receive the competitor bid sheets.
- H. Tenderer can upload documents in the form of **PDF / JPG / JPEG** format.

1. General

1.1. Delhi Metro Rail Corporation Limited

Delhi Metro Rail Corporation Ltd. (DMRC) has implemented Phase-I & Phase-II system. Phase-I & Phase-II consists of 6 lines with 138 stations:

Line	Section	No of total Station	No. of U/G Station
1	Dilshad Garden – Rithala	21	0
2	Huda City Centre – Jahangirpuri	34	20
3	Noida City Centre – Dwarka Sec 21	44	4
4	Yamuna Bank– Vaishali	07	0
5	Inderlok –Kirti Nagar - Mundka	16	0
6	Central Secretariat - Badarpur	16	4
	Total	138	28

1.2 DMRC has been authorized to proceed with the implementation of Phase-III of the Mass Rapid Transport System (MRTS) for Delhi/NCR.

1.3 The Phase-III system as part of present Tender comprises of following sections:

S.No.	Line No	Section	Km	No of stations (U/G Station)
1	Line 2 Extension	Jahagirpuri-Badli	4.48	3 (0)
2	Line 5 Extension	Mundka- Bahadurgarh	11.11	7 (0)
3	Line 6 Extension	Badarpur – Faridabad Corridor		
		• Badarpur – YMCA Chowk	13.875	9 stations (0)
4		Central Secretariat – Kashmere Gate		

		• Central Secretariat – Mandi House	3.2	2 stations (2)
		• Mandi House – Kashmere Gate	6.17	5 Stations (5)

1.4. The approx. average daily ridership presently on Delhi Metro is over 28 lac.

2. Eligibility Criteria to bid

- 2.1. The bidder should be TRAI/DOT approved “Class A” Internet Service Provider (ISP). TRAI/DOT Certificate required to be submitted with the Bid.
- 2.2. The bidder should have implemented WIFI solution in Public Domain at minimum 3 sites in India out of which atleast one site should be in Delhi. Certificates from the User Organisations is required to be submitted.
- 2.3. The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the last three years. Certificate of Incorporation/ Registration is required

3.0 RFP Document

3.1 The RFP Document consists of the following:

Section I NOTICE INVITING TENDER & KEY DETAILS

Section II DEFINITIONS & ABBREVIATIONS

Section III INSTRUCTIONS TO BIDDERS

Section IV SCOPE OF WORK

Section V GENERAL TERMS AND CONDITIONS

Section VI BID FORMS AND ANNEXURES

- 3.2. The Bidder is required to examine carefully all the contents of the RFP Document including instructions, conditions, forms, terms, specifications and take them fully into account before submitting the Bid online. Failure to comply with the requirement(s) of RFP Document will be at the Bidder’s own risk & responsibility.
- 3.3 Bidders can only obtain the RFP Document online after registration of tenderer on the website www.tenderwizard.com/DMRC as detailed in ‘Key details’. After examining the RFP document in detail, the tenderers may seek clarifications from DMRC. The date and time for seeking such clarifications are also mentioned in the ‘Key details’ for information of the bidders.

4.0 Amendment of RFP Document

4.1 Prior to due date of submission of Bids , DMRC may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP Document by issuing amendment(s) thereto.

- 4.2 The amendment(s), in the form of an addendum(s), if any, will be made available at e-tendering website www.tenderwizard.com/DMRC to all prospective tenderers who have purchased the tender document in the tender period. DMRC, in its sole discretion, may extend the deadline for submission and validity of Bids.
- 4.3 If any amendment is effected in the RFP Document, only the amended RFP Document shall be final and determinative.

5.0 Documents / Items Comprising the Bid

5.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit his Tender online on e-tendering website www.tenderwizard.com/DMRC, comprising of following:

- (a) Technical Package of "**Contract Wi-Fi**" shall consist of:
- (i) Technical Bid in the form as prescribed in Annexure 1-A;
 - (ii) Write-ups and supporting documents in support of technical expertise
 - (iii) The documents in support of eligibility criteria stated in para 1.0 above.;
 - (iv) Copy of RFP document along with addenda issued, if any, duly signed on each page;
 - (v) Power of Attorney for submission of Bid.
 - (vi) Any further documents which are requested in writing by the Employer before submission of the Tender.
- (b) Financial Package of "**Contract Wi-Fi**" shall consist only of the Financial Bid in the form as prescribed in Annexure 1-B.

5.2 In submission of the Tender (Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender accompanied by the original of the Tender Security which shall be submitted in a separate envelope.

5.3 Failure to provide the documents prescribed herein above may result in rejection of Bid.

6.0 Bid Security / Earnest Money Deposit

6.1 The Tender Security shall be accepted only in the following forms.

- (a) Bank Draft in favour of Delhi Metro Rail Corporation Ltd. Payable at New Delhi from a scheduled commercial bank based in India, or
- (b) Fixed Deposit Receipt (FDR) of a scheduled commercial bank/ post office based in India duly pledged in favour of Delhi Metro Rail Corporation Ltd., or
- (c) Irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled Foreign Bank.

6.2 In case of Joint venture/consortia, Bank guarantee/DD for tender security shall be in the name of Joint venture/Consortia and not in the name of individual members.

6.3 Bank Guarantee should be in the format Annexure 3. In case of any change in the format the tender security will be treated as invalid and the tender shall be rejected.

6.4 Tender Security shall be valid for a period of Minimum 60 days beyond the validity period of the tender. The tender document specifies the date up to

which the tender security shall be valid. The date shall be calculated as per example below.

Example: Let the validity period of the tender be 180 days and date of tender submission is 01.01.2014 then the Tender security shall be valid up to 28.08.2014 (both days inclusive i.e the date of submission of tenders and the sixty days beyond the last date of period of validity of the tender). If the tender submission is extended by the Competent Authority no change in validity may be asked for extension (s) up to 45 days.

Any deviation in Bid Security with regards to amount validity form and format shall be considered as material deviation and bid shall be dealt accordingly. In case of JV/Consortium the bid security shall be in the name of JV/ Consortium and not the individual member (s). However there may be more than one BGs but all must be in the name of the JV/ Consortium. No clarification shall be sought from bidders regarding bid security.

- 6.5 Bid submitted in response to the RFP Document shall be accompanied by a bid security (hereinafter referred to as "Bid Security" or "Earnest Money Deposit" or "EMD") of value as specified in key details of Notice Inviting Tender in any of the following form:

- Pay Order or Demand draft in favour of Delhi Metro Rail Corporation Ltd.
- Bank Guarantee should be en-cashable at Delhi.

The tender security shall be submitted in a sealed envelope clearly marked on top "**Tender Security for Wi-Fi**".

- 6.6 The "Original" of this Tender Security is to be submitted in a separate sealed envelope in the office of the Executive Director/S&T/P1 at the address given in the Tender Documents before date & time of submission of tender mentioned in the NIT. If an acceptable Tender Security is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated.

7.0 Discharge of Bid Security of unsuccessful Bidder(s)

- 7.1 The Bid Security of unsuccessful Bidders will be discharged / returned after signing of the contract with the successful bidder.

8.0 Discharge of Bid Security of Successful Bidder

- 8.1 The Bid Security of the Successful Bidder(s) shall be discharged only after the successful bidder(s) furnishes the Performance Securities as required.

- 8.2 If the Successful Bidder fails to furnish the Performance Security(ies) as specified in the 'General Terms and Conditions', then the Bid Security shall be liable to be forfeited by DMRC, in addition to any other actions as per terms and conditions stipulated in the RFP Document.

9.0 Bid Validity

- 9.1 The Bid shall remain valid and open for acceptance for a period of 180 days from the last date for submission of the Bid ("Bid Validity").

- 9.2 In exceptional circumstances, prior to expiry of the original Bid Validity period, DMRC may request the Bidder for extension in the period of validity for a specified additional period. A Bidder may refuse the request without becoming liable for forfeiture of Bid Security. However, a Bidder agreeing to the request of extension in the Bid Validity period will be required, in accordance with

Clause 6.3 hereof, to extend the validity of its Bid Security suitably. Moreover, the Bidder agreeing to the request will not be permitted to modify its Bid.

10.0 Format and Signing of Bid

10.1 The Bidder shall prepare and submit Technical Bid as per the format in Annexure-1A and the Financial Bid as per the format in Annexure-1B.

10.2 The Bid shall be prepared and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The 'Letter of Authorization' shall be authenticated by written 'Power-of-Attorney' accompanying the Bid. The person or persons so authorized for signing the Bid shall initial all pages of the Bid including supporting documents and printed literature. Each page of the Bid must be numbered. The Power of Attorney, duly stamped and signed by the attorney holder and shall be in the format as provided in Annexure 5 hereof.

10.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

10.4 All prices and other information having a bearing on the price shall be written both in figures and words in the prescribed Bid form. In case of a discrepancy, the price given in words shall govern.

11.0 Sealing and Marking of Bids

11.1 The tenderer shall submit their tender on-line on e-tendering website www.tenderwizard.com/DMRC.

11.2 Only 'Tender Security' and 'Cost of Tender Document' shall be submitted in originals (in physical form) as described below.

11.3 The tenderer shall seal the 'Cost of Tender Documents' in an envelope, bearing the following identification for cost of tender document:

"COST OF TENDER DOCUMENTS", Wi-Fi Tender

and submit the same as per schedule mentioned in NIT at the address mentioned below. The tenderer shall also mention his Name and address on above envelope.

11.4 The tenderer shall seal the 'Tender Security' in an envelope, bearing the following identification for Tender Security:

"TENDER SECURITY", Wi-Fi Tender

and submit the same before date and time of submission of tender mentioned in NIT at the address mentioned below. The tenderer shall mention his Name and address on above envelope also.

The Executive Director /S&T/Project-1

Delhi Metro Rail Corporation,
'B'-Wing, 6th Floor, Metro Bhawan,
Fire Brigade Lane,
Barakhamba Road,

New Delhi.110001;

- 11.5 It shall be the responsibility of the bidder / tenderer to ensure that the envelope containing 'Tender Security' and 'Cost of Tender Document' is submitted to the office of Executive Director /S&T/Project-1 at above-mentioned address before the prescribed dead line.
- 11.6 'Tender Security' and 'Cost of Tender Document' submitted after due date and time shall not be accepted and online tenders of such tenderers shall liable to be rejected summarily.
- 11.7 DMRC will not be responsible for delay, loss or non receipt of 'Tender Security' and 'Cost of Tender Document' sent by post / courier.
- 11.8 DMRC shall not be responsible for 'Tender Security' and 'Cost of Tender Document' delivered to any other place / person in DMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.
- 11.9 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

12.0 Deadline for Submission of Bid

- 12.1 Bids complete in all respects must be received at the address given in the 'Key Details', not later than the time and date indicated therein. DMRC may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of DMRC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- 12.2 Bid(s) may be submitted on e-tendering website www.tenderwizard.com/DMRC

13.0 Late / Delayed Bid

- 13.1 Any Bid received after the deadline for submission of Bids will be liable to be rejected and returned unopened to the Bidder. No further correspondence on this subject shall be entertained by DMRC.

14.0 Modification and Withdrawal of Bid

- 14.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- 14.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- 14.3 The Tender submitted online will be taken as a final bid.
- 14.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

15.0 Cost of Bidding

- 15.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and DMRC, will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the bidding process.

16.0 Bid Opening

- 16.1 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to paragraph 14 shall not be opened.

16.2 (a) Envelopes containing 'Tender Security' and 'Cost of Tender Documents' will be opened first. On opening of the same, DMRC will first check the details of tender cost and tender security submitted by the tenderer online and cross verify the same with the hard copy submitted.

(b) Tenders of those tenderers who have not submitted 'Tender Security' and 'Cost of Tender Documents' shall not be opened.

(c) Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Cost of Tender Documents' shall be considered as non-responsive and liable to be rejected summarily.

- 16.3 The Technical Package of all tenderers who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Executive Director/Contracts, DMRC, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110001. Tenderers may visit DMRC e-procurement web-site to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

- 16.4 The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

- 16.5 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened. The time of opening of financial package shall be informed through website only. Tender can visit to DMRC e-procurement website for further information.

17.0 Process to be Confidential

- 17.1 After the opening of Bids, information relating to the examination, clarifications, evaluation and comparison of Bids and recommendations concerning the award of Contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process. Disclosure to any such persons shall be made in confidence and shall extend

only so far as it may be deemed necessary for the purposes of such performance.

18.0 Clarification of Bids

- 18.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy, the Tenderer shall inform the ED/S&T/PROJECT-1, DMRC forthwith.
- 18.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from ED/S&T/PROJECT-1. The DMRC will respond in writing to any request for clarification received in writing from tenderers prior to dead line. Written copies of the response will be sent to all prospective tenderers who have purchased the tender document. All communications between the Tenderer and DMRC shall be conducted in writing.
- 18.3 Except for any such written clarification by ED/S&T/PROJECT-1, DMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 (a) to (k) above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.
- 18.4 **Correspondence:** All correspondence from DMRC pertaining to this tender till the award of the work with tenderer shall be done by ED/S&T/PROJECT-1.

19.0 Determination of Responsiveness

- 19.1 DMRC will determine whether each Bid is responsive to the requirements of the RFP Document.
- 19.2 Only those Bids determined to be responsive to the requirements of the RFP Document shall be evaluated.
- 19.3 The bidder must bid for all the conditions of Bid, partial bidding would disqualify the bidders.
- 19.4 **Non Exclusive :** DMRC reserves the rights to avail the similar services from other Service Providers/others during the Contract period.

20.0 Criteria for Evaluation of Technical Bids

- 20.1 The evaluation of Technical Bids of the Bidders will be made on the following parameters:
 - 20.1.1 Fulfillment of eligibility criteria for participating in the bid as specified in clause 2 of Instruction to bidders
 - 20.1.2 Submission of required documents as specified in clause 6 of Instruction to bidders 'Documents / Items comprising the Bid'

21.0 Criteria for Evaluation of Financial Bids

- 21.1 The Financial Bids of only those Bidders, who clear Technical evaluation stage will be evaluated.
- 21.2 The evaluation of Financial Bids of the Bidders will be made on the following parameters:

SI. No	Parameter	Unit	Rate	
			Amount(In Figures)	Amount(In words)
1.	One time Up front payment to DMRC (for DMRC assets like Space in TER and sharing Cable Trays/hangers, etc)	INR	(A)	
2	Payment to DMRC (yearly) for period of Contract i.e. 5 years.	INR	(B)	

Note: (1) *In respect of Fixed Charges at sl. no. 1 Bidder shall quote his fixed lump sum amount inclusive of all taxes, levies, duties and other charges leviable and payable, including tax deducted at source.*

(2) *For SI No. 1&2 service tax shall be payable extra as applicable.*

(3) *The Tenderer should quote the rates for the above mentioned parameters in Annexure -1-B of Section VI*

(4) *No loss shall be shared by DMRC in any case*

- 21.3 Recurring charges including the service tax as applicable for the services provided by DMRC (Electricity charges, Etc. at market rate) to be given to DMRC for period of Contract i.e. 5 years on half yearly basis. The charges will be on the actual consumption basis plus 20% DMRC maintenance charges + service tax as applicable and at the commercial rates available in the market that have taken place during a particular period of time.

22.0 Award Criteria

- 22.1 The formula for evaluation of Financial Bids will be as under:
The maximum inflow to DMRC will be the highest(H1) bidder.
- 22.2 The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer to DMRC as in clause 22.1 will be adjudged as successful Bidder.
- 22.3 Correction of Errors
The fixed Lump Sum Price stated by the Bidder in words shall prevail. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

23.0 Payment Terms:

23.1 Fixed Charges:

One time Fixed charges as per amount quoted in SI No.1 of Annexure 1-B, will be paid to DMRC prior to signing of Contract Agreement.

23.2 Recurring Charges: Recurring Charges as per amount calculated in terms of SI No. 2 of Annexure 1-B, will be paid to DMRC on half yearly basis up to the completion of contract period. The charges for services provided by DMRC(Electricity charges, Etc.) will be on the actual consumption basis plus 20% DMRC maintenance charges + service tax as applicable and at the commercial rates available in the market that have taken place during a particular period of time.

23.3 In case the period of contract is extended, as per para 2.0 of section V (General terms and conditions), only charges as per SI. no. 2 of Annexure 1-B and Recuring charges as per clause 21.3, shall only be applicable.

24.0 Right to Accept Any Bid and To Reject Any or All Bids

24.1 Notwithstanding anything contained in the RFP Document, DMRC reserves the right to accept or reject any Bid in its sole discretion or to reject all Bids and annul the bidding process without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Acceptance without incurring any liability.

25.0 Notification of Award

25.1 Prior to the expiry of the period of validity of the Bid, the Successful Bidder shall be notified through a **Letter of Acceptance** sent through fax to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.

26.0 Signing and Acceptance of Letter of Acceptance

26.1 Upon receipt of the 'Letter of Acceptance' (LOA), the Successful Bidder shall return one copy of the Letter of Acceptance duly signed and stamped by its authorised signatory within 7 (seven) days from the date of issue of Letter of Acceptance.

26.2 Subsequent to acknowledgement of 'Letter of Acceptance' by the Successful Bidder, an agreement ("DMRC contract") would be executed between the Successful Bidder and DMRC. The framework of the Contract would be as set out in this RFP.

26.3 In case the Successful Bidder fails or refuses to enter into the Contract within the time limit specified in the Letter of Acceptance or any extension thereof as may be decided by DMRC, the Bid Security shall be forfeited.

27.0 Performance Security

27.1 Prior to the signing of the Contract, the Successful Bidder shall furnish Performance Security in accordance with the General Terms and Conditions.

28.0 Corrupt Practices

28.1 Bidders are expected not to indulge in any corrupt and fraudulent practice. They are expected to observe the highest standard of ethics during the procurement and execution of the Contracts. In pursuance of this policy, following definitions are relevant:

- (i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contracts; and
- (ii) "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process or the execution of the Contracts to the detriment of DMRC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive DMRC of the benefits of free and open competition.

28.2 If it is found that Bidder(s) had engaged in corrupt/ fraudulent practice in securing and executing the Contracts, DMRC reserves the right:

- (a) not to award Contracts to such Bidder,
- (b) to cancel the Contracts, if already awarded. In case of cancellation, DMRC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with the provisions of the RFP Document. DMRC shall also have the right to forfeit the Bid Security/Performance Security of such Bidder, and
- (c) to ban the business dealing with the Bidder who engaged in such practices either indefinitely or for a specified period of time.