

REQUEST FOR PROPOSAL**ITI LIMITED****INVITATION OF BIDS FOR SETTING UP CELL ON WHEELS TOWERS FOR PROVISIONING OF MOBILE CELLULAR COMMUNICATION NETWORK ON TEMPORARY BASIS BY PROVIDING SHARED COMMUNICATION TOWER INFRASTRUCTURE TO GIVE 2G/3G/4G AND BEYOND MOBILE SERVICES TO THE TOWNSHIP OF ITI LIMITED****1. Brief about Intender and Tender Intent**

ITI Limited, the first CPSU of the Independent India is a manufacturer of Telecom equipment and is providing various Telecom and IT goods and services to its users. ITI has diversified into new areas of providing end to end, infra services and turnkey solutions in the domain of IT, Telecom, IoT and Smart city for various Government / Private Users. There are many ongoing OFC infra projects, Inter City /Intra City at hand, offering complete solution for integration of telecom network to name a few Army Static Switched Communication Network (ASCON) phase 4 for Army, Defense Communication Network (DCN), Network For Spectrum (NFS) for BSNL, and many such projects are under progress. ITIL already has done many such project as Master System Integration (MSI) for Government Departments and their subsidiaries. ITIL has an experience and track record to execute such projects with highest degree of efficiency and skill and earned good name to execute projects within given time lines.

In this Connection, ITI Limited invites E-tenders for **“Setting up Cell on Wheels Towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication Tower Infrastructure to give 2G/3G/4G and beyond mobile services to the Township of ITI Limited”**.

2. Purpose of Tender:

The ITI complex is divided into three areas abide the Old Madras Road, namely ITI Corporate HQ and adjoining area, Bangalore Plant and Township. The cellular coverage is poor in these areas which results in no/poor voice and data connectivity. To increase the connectivity ITI Limited invites “ E-tender for setting up of Cell on Wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure at 03 sites to give 2G/3G/4G and beyond mobile services within ITI TOWNSHIP.”

OUTLINE INFORMATION

Ref No.: ITI/BGP/RFP/TOWER/2021-22

Date: 25 August 2021

1. Online Bids are invited from companies registered with DoT as IP-1 firms through the Government e-procurement portal by ITI Limited for “**Setting up Cell on Wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure at 03 sites in ITI Township**” as per the conditions listed in this RFP.
2. Details of work, tender fee and Earnest Money Deposit (EMD) are as under :-

SL No	Name of the Contract/Tender	Tender fee	Earnest Money Deposit
(a)	Setting up of Cell on wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure at 03 sites to give 2G/3G/4G and beyond mobile services within ITI Township	1000/- (Exemption for MSMEs)	95,000/- (Rupees Ninety-Five Thousand only) (Exemption for MSMEs)

3. Bidding will be online at <https://www.tenderwizard.com/ITILIMITED> :-
 - (a) The complete tendering process starts from online publishing of tender enquiries, online bid submission by the bidders, online bid opening, online bid evaluation and publication of award of contract.
 - (b) Under E-tendering, the complete tendering, including the submission of bids by the bidders, will be online.
4. Offers are to be submitted strictly through online for which procedure stated below in clause 7 of part 1 needs to be followed.

5. **Important Information and Timelines.**

4.1	Tender Number	Ref No: ITI/BGP/RFP/Tower/2021-22 Date: 25 Aug. 2021
4.2	Tender Name	“Setting up Cell on Wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure at 03 sites in ITI Township”
4.3	Work description/Nature of the work	Lease of Land
4.4	Date of Issue/Publishing of the Tender	25 Aug. 2021
4.5	Last Date Of Clarifications on Tender	03 Sept. 2021
4.6	Pre-Bid Site Visit (Physical)	03 Sept. 2021
4.7	Last Date and Time for Submission of Bid	08 Sept. 2021 @ 02:00 PM
4.9	Date and Time of Opening of Technical Bid	09 Sept. 2021 @ 10:00 AM
4.10	Date and Time of Opening of Financial Bids	Will be intimated later
4.11	Tender Fee	Rs. 1,000/-(Rupees One thousand only) (Exemption for MSMEs)
4.12	EMD	Rs 95,000/-(Rupees Ninety-Five Thousand Only) (Exemption for MSMEs)
4.13	SD	Three Months Rental Amount for each Location in the form of Bank Guarantee.
4.14	Bid Validity	90 Days
4.15	Validity of the contract	4 Years 11 months
4.16	Tender issuing Authority	Additional General Manager (HR), Bangalore Plant, ITI Limited, Dooravani Nagar, Bengaluru – 560016

6. The address and contact numbers for seeking clarifications regarding this RFP are given below:

- (a) Bids / queries to be addressed to: **Addl. General Manager-HR,
Bangalore Plant, ITI Limited**
- (b) Postal address: **Addl. General Manager-HR,
Bangalore Plant, ITI Limited
Bangalore-560016**
- (c) Name/designation of the contact person : **Addl. General Manager-HR,
Bangalore Plant, ITI Limited**
- (d) Telephone numbers of the contact personnel : 080-25657990
- (e) Fax No : NA
- (f) Email ID of Contact personnel : sajanabraham_bgp@itilttd.co.in

7. This RFP is divided into five Parts as follows:-

- (a) **Part I.** Contains general information and instructions for the Bidder/Independent Infrastructure Provider (IP-I) about the RFP such as the time, submission and opening of tenders, validity period of tenders etc.
- (b) **Part II.** Contains essential details of the items / services required, such as the Schedule of Requirements (SOR), Technical Specifications, compliance required from service providers, Installation period, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III.** Contains standard conditions of RFP, which will form part of the contract with successful Bidder (s).
- (d) **Part IV.** Contains special conditions applicable to this RFP and which will also form part of the contract with the successful Bidder(s).
- (e) **Part V.** Contains evaluation criteria and details for Bids.

8. **Placement of License.** The license/ MoU will be placed against the IP-1 provider who will quote highest rent rate for 50 square meters per month in commercial bid subject to being technically compliant.

9. This RFP is being issued with no financial commitment and ITI Limited reserves the right to change or vary any part thereof at any stage. ITI Ltd also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART – I : GENERAL INFORMATION

1. Last date and time for submission the Bids: **08 September 2021 upto 02:00 PM**
2. E-Bids shall be submitted in two bid system as follows :-
 - (a) Technical Bid.
 - (b) Financial Bid.

Note. No conditional bids will be accepted.

3. **Bid Submission**

(a) ITI's Tender document can be downloaded from ITI web site www.itilttd.in or CPP portal www.eprocure.gov.in. The hard copy of the Tender document is not available for sale by ITI Limited.

(b) Tender document fee of Rs. 1,000 (Rupees One Thousand Only) shall be payable with the bid. This shall be submitted online through NEFT or bank transfer or Pay Order drawn at a Scheduled Bank/Post Office in favor of ITI Limited, Bangalore plant, Dooravani Nagar, Bangalore-560016. The Bank details for crediting/Transferring money to ITI Limited is as below.

Account No: 10637729854

Bank: State Bank of India

Branch: Dooravani Nagar

IFSC Code: SBIN0001438

(c) The Tender document fee is non-refundable.

4. **Forwarding of Bids.** Bids should be submitted by Bidders/ Independent Infrastructure Providers (IP-I) under their original Memo / Letter pad inter alia furnishing details of Bank address with NEFT Account, PAN, Mobile and Landline number and complete postal and e-mail address of their office.

5. **Time & Date for Opening of Bids.** Technical Bids will be opened on **09 September 2021 @ 10 AM**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by ITI Limited.

6. **Two-Bid system.** Technical and Commercial bids should be submitted separately as per Para 2 of **PART-II (for Technical) "F" to RFP (for Commercial)** respectively. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those bidders will be opened, whose Technical Bids are found compliant/suitable after Technical

Evaluation is done by ITI Limited.

7. INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

7.	Submission of Bids shall be only through online process which is mandatory for this Tender.
7.1	Tender Bidding Methodology: Tender Type: Two bids i.e., Technical and Financial Bid shall be submitted by the bidder on the portal.
7.2	Broad outlines of the activities from Bidders perspective:
7.2.1	Procure a Digital Signing Certificate (DSC)
7.2.2	Register on Electronic Tendering System® (ETS)
7.2.3	Create Users and assign roles on ETS
7.2.4	View Request for Proposal (Tender) on ETS
7.2.5	Download Official Copy of Tender Documents from ETS
7.2.6	Clarification to Tender Documents on ETS
7.2.7	Query to ITI LTD (Optional)
7.2.8	View response to queries posted by ITI LTD, as an addendum/corrigendum.
7.2.9	Bid Submission on ETS
7.2.10	Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part.
7.2.11	View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.
7.3	<p>For participating in this tender online, the following instructions need to be read carefully.</p> <p>These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.</p> <p>Note 1: It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.</p> <p>Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.</p>
7.4	<p>Digital Certificates: For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].</p>

7.5	<p>Registration in e-procurement portal: Bidder has to Register first in https://www.tenderwizard.com/ITILIMITED and then Tender document can be downloaded from the web site: https://www.tenderwizard.com/ITILIMITED and bid has to be submitted in the e-format.</p>
7.6	<p>ITI LIMITED has decided to use process of E-tendering for inviting this tender and thus the physical copy of the tender would not be sold.</p>
7.7	<p>Special Note on Security of Bids:</p> <p>Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.</p> <p>Specifically, for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a User organization for bid-encryption. Bid-encryption in ETS is such that the Bid cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the User organization and the personnel of e-tendering service provider.</p>
7.8	<p>Public Online Tender Opening Event (TOE):</p> <p>ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.</p> <p>Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.</p> <p>As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.</p> <p>ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the User for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.</p> <p>ETS has a unique facility of a detailed report titled 'Minutes of Online Tender</p>

	Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.
7.9	<p>Other Instructions: For further instructions, the vendor should visit the home page of the portal i.e. https://www.tenderwizard.com/ITILIMITED.</p> <p>Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.</p> <p>If require any clarification on vendor registration, Digital Signature and submission of quote, etc. please contact our e-tendering partner Mr. Dhanraj (Antares); Mob: 9686115308; e-mail ID: dhanraj.p@antaressystems.com</p>
7.10	The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:
7.10.1	Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
7.10.2	Register your organization on ETS well in advance of your tender submission deadline on ETS.
7.10.3	Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS.
7.10.4	Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.
7.11	<p>Minimum Requirements at Bidders end: Computer System with good configuration and OS preferably supporting Windows, Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s).</p>

8. **Clarification Regarding Contents of the Bids during Evaluation.** During evaluation and comparison of bids, ITI Limited may ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
9. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
10. **Validity of Bids.** The Bids should remain valid till **90 days** for acceptance of the Competent Authority of ITI Limited from the last date of submission of the Bids and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder (s) shall entertained.
11. **Earnest Money Deposit & Cost of Tender Form.** Bidder are also required to submit Earnest Money Deposit (EMD) for an amount of **Rs.95,000/-** (Rupees Ninety-five thousand only) The EMD must be remitted in Bank Guarantee in favour of **ITI Limited Bangalore-16** payable at Bangalore, from any of the public sector bank or a private sector bank authorized to conduct government business, as per clause 4.7.4 of DPM-2009. EMD to be attached with Technical Bids in a separate cover. EMD is to remain **valid for a minimum period of 90 days from the date of Bid opening.** The EMD of the unsuccessful Bidder will be returned/discharged to the Bidder within 30 days of finalization of selection of the Bidder. The EMD of successful Bidder/s will be retained as Security Deposit and the same will be returned after submitting the Security deposit (as mentioned above) and the same will be forfeited in case of the successful Bidder/s failing to honor the offer / commitment made to ITI Limited as per Tender submitted by the bidder/s.
12. **Stamp Duty.** The successful bidder(s) [hereafter called Infrastructure Provider (IP-I) /Service Provider] shall have to execute **LICENSE AGREEMENT** on Non Judicial stamp paper of appropriate value at his own cost. The costs and expenses incidental to the preparations and execution of this deed including Stamp duty or registration charges shall be borne and paid by the Infrastructure Provider (IP-I) /Service Provider.
13. **Handover of Land.** The Infrastructure Provider (IP-I) /Service Provider shall handover the vacant possession or the site on completion or termination of the license/lease agreement to ITI Limited without claiming any compensation in respect of any additions and alteration made or betterment done with or without permission. If the Infrastructure Provider (IP-I) /Service Provider fails to handover the vacant possession, he will be treated as trespasser and will liable to pay three times amount of the actual lease fee as damage charges for the period he remains in unauthorized possession of the said site. He at the time of vacation of site would remove his material and would hand over possession of the site/premises as it was taken, entire expenditure for doing the said work would be borne by him only. In any case no addition and alteration can be done without prior clearance from ITI Limited.

14. The Infrastructure Provider (IP-I) /Service Provider shall not have any right to fix any board hoardings or advertising material of any type on or outside the site in question, however, he can fix a board of his own name or the name of the company. He at all the times during the said term will keep the site in good sanitary condition from health point of view.
15. ITI Limited will be at liberty during the said terms to proceed against the Infrastructure Provider (IP-I) /Service Provider in case of any default as per extant rules and regulation made there under from time to time, in addition to termination of said license/lease period as the case may be.
16. That these terms and conditions of tender notice shall be the part and parcel of the agreement. Breach of any term and condition of the tender notice/license/lease agreement by the Infrastructure Provider (IP-I) /Service Provider, ITI Limited, reserves the right to terminate the license/lease agreement and take over the possession of the said sites with or without information/notice to the Infrastructure Provider (IP-I) /Service Provider and service provider will not raise any objection. In eventuality of termination of license agreement due to any reason, no liability shall fall upon ITI Limited. In case the agreement is terminated by ITI Limited, then the security deposited by the service provider will be forfeited.
17. The rights to the successful bidder (s) are nontransferable. The Infrastructure Provider (IP-1) /Service Provider shall not have any right to further transfer these rights to any other person, company or firm without written permission of ITI Limited. No subletting will be done.
18. ITI Limited reserves the right to reduce the period of lease agreement to whichever time period is decided fit during the operation of agreement and the Infrastructure Provider (IP-I) /Service Provider shall have no claim in this regard whatsoever. The decision ITI Limited, shall be final and binding.
19. The expenditure for installation of Cell on Wheels towers will be incurred by the Infrastructure Provider (IP-I) /Service Provider. He shall be responsible for repair, maintenance and general up keep of the tower and the area at his own cost.
20. That the land of the sites belongs to ITI Limited, the Infrastructure Provider (IP-I) /Service Provider has no right on the land, he is only authorized to install Communication Towers (Cell towers on Wheels) or other equipments as per the terms and conditions of the contract agreement. This license agreement may not be treated as any transfer of land but it is solely for the purpose of licensing out for a specific purpose at specified location for a specific period of the license. That the site/property would not be used for any unauthorized purpose and the Infrastructure Provider (IP-I) /Service Provider would have no right to change use of property.
21. The Infrastructure Provider (IP-I)/Service Provider shall also be responsible for the safety of tower and his staff. ITI Limited will not be even vicariously liable for any problem due to act of the Service Provider. The security, maintenance and upkeep of the tower and land including clearing/cleaning shall be the responsibility of the Infrastructure Provider (IP-I) /Service Provider. He will be held responsible for installation/providing adequate fire safety equipments. The Infrastructure Provider (IP- I)/Service Provider shall be responsible for all

damages or compensation to the people and staff employed due to any accident/mis-happening or negligence. In case of natural calamity/accident, ITI Limited, will not be responsible in any respect.

22. That the Infrastructure Provider (IP-I)/Service Provider will employ sufficient and suitable staff for sanitation and security etc at its own cost/level and will be liable for their conduct and acts.

23. ITI Limited, can add any new condition or amend any existing condition in the agreement at any time during the duration of the contract with or without any notice to the Infrastructure Provider (IP-I)/Service Provider.

24. The operation of the entire service of provisioning mobile Cellular communication network by providing shared communication towers infrastructure will be in compliance to the standard operating procedure of the security and administration as prevalent to ITI Limited from time to time.

25. The scope of the project, general terms and conditions, technical specifications and specific terms and conditions given in the tender documents duly signed by the Infrastructure Provider (IP)/Service Provider, will be binding on both the parties.

26. The EMD is liable for forfeiture in the following events:-

- (a) Withdrawal of offer during the validity period of the offer.
- (b) Non acceptance of orders when placed by ITI Limited.
- (c) Non adherence to the orders within the stipulated time after acceptance of orders.
- (d) Any unilateral revision made by the bidder during the validity period of the offer.

27. A MoU/agreement shall be signed with the successful bidder (s)/ Infrastructure Provider (IP-I) as per the specimen enclosed. Counter Terms and conditions will not be accepted and also any additions/deletions or change in the prescribed format will not be allowed. The over- writing should be avoided. Corrections if any should be attested with signature of the bidder.

28. That the monthly license fee (excluding Service Tax and other taxes etc.) should be indicated both in words and figures in financial bid. In case of discrepancy between the figure (number) and words, the rates given in the words will be taken as authentic and no further clarification will be sought from the bidder.

29. The operation of entire contract will be governed by the extent cyber security, information security, network security protocols and electronic emission policies of government of India.

30. The following security aspects will be strictly adhered to by the Tenderer/ Independent Infrastructure Providers (IP-I)/ Communication Network Operators and an undertaking in this regard will be given by such Communication Network Operators:-

(a) The Service provider will at all times, provide access to ITI Limited, to the Communication Towers to ensure that no illegal or undesirable activities are being carried out by the Service Provider or his representative.

(b) If any Service Provider is found to be using the tower or its equipment for any purpose detrimental to the national security or for any objectionable purpose, the ITI Limited will have the authority to order temporary closure of the services of the Service Provider.

(c) The Service Provider will be solely responsible to ensure the security of the Cellular Communication towers and it's supporting systems and accessories.

31. The above mentioned technical and security aspects and all other provisions of this Request For Proposal (RFP) will also be applicable to all services providers who share the communication tower and other infrastructure. Both the telecom service providers / IP-1 and the concerned service provider sharing the tower or other infrastructure will furnish the undertaking for this effect.

32. No premium will be charged for lease/ license but successful tenderer needs to pay monthly license fee/rent in advance.

33. In case monthly lease rent/ license fee quoted by the bidder is less than the value of land decided by ITI Limited, bid will not be accepted by ITI Limited, Bangalore.

34. No tenderer or firm will submit more than one E-tender for the subject work. Under no circumstances will a father or his son/ sons or the close relations who have business dealings with one another be allowed to tender to the same work as separate competitors. Breach of this condition will render the tenderers of both the parties liable for rejection

35. A tenderer shall be deemed to have full knowledge of all relevant documents, site etc. whether tenders have inspected them or not. No complaint on this score will be entertained.

36. The submission of a tender implies that the tenderer has read this notice and conditions of the contract and has made himself aware of terms and conditions of tender. A prospective tenderer must satisfy himself with each any every condition laid down in this notice.

37. ITI Limited, Bangalore is not bound to accept the highest rate tender or any tender and any or all tenders can be rejected altogether without assigning any reasons thereof.

38. ITI Limited reserves to himself the right to impose any additional conditions or to modify any condition at any time, particularly to ensure better competition.

39. ITI Limited, Bangalore reserves the right to accept or reject any tender's/ alternate/ counter conditions. Acceptance or rejection of such deviation or condition/ alternative conditions shall be entirely at the discretion of ITI Limited, Bangalore and any tenderer shall not be allowed withdrawn his bid on this account.
40. **Security Deposit.** Three months rent for leased site shall be submitted as Security deposit in the form of Bank guarantee in favour of ITI Limited, Bangalore Plant, Dooravani nagar, Bangalore-16 from a public sector Bank or Private sector Bank authorized to conduct Government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd.), which shall be refunded without any interest, within a week of end of contract period.
41. All MSMEs notified as per GFR 2017 clause no. 1.10.4 Shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSME must, along with their offer, provide valid proof of their being registered as MSME (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME. However, any change in guidelines in this regard shall be considered till opening of tender.
42. The sites will be handed over to the successful tenderer only after the payment of monthly license fee, security deposit & execution of license deed in ITI Limited Bangalore.
43. In the case of default or breach of any terms and conditions, the license shall be terminable forthwith by ITI Limited.
44. In case of any damage to the shared communication cell tower structure due to any road accident, natural events, storms, fire or any other accident/s, event etc, during the period of license, neither party shall be liable to compensate in case of any loss due to any force Majeure circumstances beyond the party's control.
45. No labour/ manpower engaged by the successful tenderer shall have any right to utilize the work sites as their residence etc.
46. The structure of the shared communication towers and connected works shall have to be maintained properly as per norms.
47. The tenderers should quote their monthly rates of license fees for first year in the financial bid.
48. License/ lease is not transferable.
49. The successful bidder (s) in financial bid will furnish the undertaking covering all the tender conditions before handing over of the site to him (Representative of the firm/agency).
50. License will be initially issued for **4 years and 11 months** and the further extension of License will be on mutually agreed terms and conditions between both parties. License fee will be revised at 5% escalation every year.

51. It is reiterated that this E-Tender is just for licensing out the ITI land to the successful bidder (s). The holder rights of land will be strictly remain in the name of ITI Limited. Grant of license/lease for installation of Mobile Towers does not entitle the bidder for any permanent rights of the land.

52. All the terms and conditions stated above will form a part of the agreement to be executed between the successful bidder (s) and the license.

53. Towers in ITI Township shall be available to all service providers on demand.

54. All security and technical aspects contained in this document apply equally to both IP-1 and Telecom Service Providers who share the communication towers of IP-1. An undertaking to this effect will be jointly furnished by Telecom Service Providers and IP-1 and the concerned service providers sharing the towers and infrastructure.

55. If appropriate authority comes to a conclusion that the service provider has willfully violated any of the conditions for grant of permission, it may temporarily withdraw permission or orders closure of the service of service provider.

56. ITI Limited is not responsible for any postal delay due to link failure/ internet problem etc. in respect of submission/ receipt of any documents or in submission of e-bid. It is the responsibility of the Bidder to make sure that the required documents/ e-bid is submitted in time.

57. The Applicants and their respective Officers, Employees, Agents and advisors shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this invitation of Tender Document, ITI Limited shall reject a tender without being liable in any manner whatsoever to the applicant, if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process.

58. Details of Bank account of ITI Limited

Name of Account : ITI Limited, Bangalore plant, Dooravani Nagar, Bengaluru -560016

Account No : 10637729854

Name of Bank : State Bank of India

Branch : Dooravani Nagar

IFSC Code : SBIN0001438

PART – II : ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

1. **Schedule of Requirements** - Details of items / services required is as follows:

<u>Ser</u>	<u>Name/ Type of Item/Service</u>	<u>Quantity Required (Nos)</u>
(a)	Setting up of Cell on wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure at 03 sites to give 2G/3G/4G and beyond mobile services within ITI Township.	03 (At 03 different locations as illustrated in Appendix A)

(b) In order to improve coverage requisite, provisioning of cellular mobile services at acceptable standards in ITI Township, ITI Limited has invited the tenders for allotment of space for installation of Cell on Wheels Towers. ITI Limited will provide bare spaces on license basis for placement and operation of required telecommunication equipments, for improved mobile services, on co-sharing basis with other Telecom Service Providers at 03 different sites in ITI Township, as per latest policy & licensing guidelines of Department of Telecommunications, TRAI, TERM, and other relevant bodies. The details of the sites where Cell on Wheels towers to be installed are attached as **Appendix "A"** to this Request For Proposal (RFP).

(c) The sites/ spaces shall continue to exclusively belong to the ITI Limited, without creating any right/ title or interest of whatsoever nature in the said locations/ premises in favour of the successful bidder (s)/ Infrastructure Provider (IP-I). The successful bidder (s) after allotment, will at his own expense and cost develop the area/ structure as per guidelines License conditions/Guidelines/Orders/Regulations/Directions of Department directorate of Telecommunications, TRAI, TERM, and other relevant bodies as applicable with due approval from ITI Limited. The tenure of license for which the Cell on wheels Towers will be permitted will be for **4 years and 11 months** and it can be extended further on mutually agreeable terms and conditions. The duration will be counted from the date of signing of the Lease agreement.

(d) **Temporary Infrastructure Setup by Bidder.** The following are included as part of the service to be provided by the bidder:-

- (i) **Towers.** Trailer mounted towers of maximum height of 40 mtr to mount the antennas.
- (ii) **Backup Power.** To be catered for Cell on Wheels and no separate land to be used. The setup should be capable of automatically shifting to alternative power.
- (iii) **Manning of Installation.** Towers along with the equipments should operate unmanned.

(e) The parking of Cell on Wheels (COW) shall initially be done in presence of the staff deputed by the ITI Limited and it should in no way damage, any premises/land and will not be detrimental to the safety of life/property/traffic for which bidder will be solely responsible.

(f) **Infrastructure to be Provided by ITI Limited, Bangalore.**

(i) **Land Required.** Vacant land up to of **50 square meters including guy ropes** at each site will be provided. Rent will be charged per Sq mtr for actual land used for each tower. The land will be provided for a period of 4 years and 11 months against monthly rent quoted by the bidder. The contract will be renewed after 4 years and 11 months on mutually agreed terms and conditions.

(ii) **Power Required.** Three phase power connection of a maximum of 15KW will be provided on sub-meter basis at prevailing market rate. The payment of the same has to be done by the bidder to concerned electricity authority. However, the transformer of appropriate rating, High Tension and Low Tension Cablings, High Tension and Low Tension Panels and power meter for each site is to be provided by the bidder, as required. The electricity bills for the power required will be over and above the license fee.

(iii) Bidders should indicate exact area (land) required to set up each COW location for each of 03 sites. Also, at any time if area actually being used is found to be more than area quoted for, it will be liable for legal action and termination of contract.

2. **Technical Details.** Following to **Appendix “B”**, the eligibility criteria as given below should be furnished. The checklist has been given in **Appendix “E”**. The list of clearances, certificate and documents required to be submitted be carefully seen and submitted by the bidders.

3. **Eligibility Criteria.** Bidding Firms fulfilling the following criteria which are mandatory will be eligible for consideration:-

(a) The bidder firm should be a Telecom Operator (USAL/ GSM /CDMA/3G/4G) or an infrastructure provider (IP-I Licensee) duly licensed/authorized by the department of Telecom, Govt. of India for this purpose. Following documents are required to substantiate the same :-

(i) Proof to substantiate that bidder is telecom operator or an IP Licensee.

(ii) Registration certification of the firm/ partnership deed/ Certificate of incorporation etc.

(iii) 3 years experience certificate.

- (iv) Annual Turnover should be more than one crore for last three years. Audited Balance Sheet/IT Return of the firm for the last 3 years.
 - (v) Income Tax Registration (PAN)
 - (vi) Aadhar Card No
 - (vii) GSTIN No of firm is compulsory as per Govt Rule.
- (b) Bidder should neither be a black listed firm nor should its contracts been terminated/ foreclosed by any company/ government of department/ public sector organization during last three financial years. In this regards, **Annexure-VIII** has to be submitted.
- (c) The bidder firm shall have at least **three years experience** in the field. That the bidder shall submit details of organizations where he has undertaken such similar services. The details should include name and address of the organization, contact number of the organization and period of contract.
- (d) The Bidder/ Infrastructure Provider may be a proprietary firm, Public Sector/ Independent Infrastructure Provider (IP-I), partnership firm, Private/Public Limited Company, Corporate body legally constituted as per law with valid registration with the competent on the last date of submission of the bid.
- (e) The bids shall be valid and open for acceptance of ITI Limited, for a period of 90 days of opening of the tenders and no request for any variation in quoted rates and withdrawal oftender on any grounds by successful bidder (s) will be entertained.
- (f) The bidder should submit Earnest Money Deposit (EMD) of **Rs 95,000/- (Rupees Ninety-five Thousand only)** in the form of Bank Guarantee in favour of **ITI Limited, Dooravani Nagar, Bangalore-16**. EMD shall be valid for 90 days after opening of the Bid. Bids received without EMD or less validity shall stand rejected and thus shall not be considered for evaluation at any stage. The EMD without interest shall be returned to the unsuccessful bidder (s) after finalization of contract.
- (g) The Bidder / Infrastructure Provider should submit terms and conditions of RFP to be fulfilled by him with each page duly signed by him for confirmation of agreeing to the term and conditions along with Technical Bid.
- (h) The bidder/Infrastructure Provider shall submit the other required details as per **Appendix C** with relevant documents.
- (j) Copy of General information as per **Annexure-I** to be attached.
- (j) Copy of Performa Certificate as mentioned in **Annexure-II** to be attached.
- (k) Declaration by the bidder as per **Annexure-III**.

- (l) Copies of turnover of the firm for last three financial year i.e 2018-19, 2019-20 & 2020-21 duly certified by the Chartered Accountant, to be attached.
- (m) Copy of IP Registration certificate issued from Department of Telecommunications (DoT). An undertaking to this effect be also attached with the Registration Certificate. The same should remain valid, without interruption, during currency of the license agreement.
- (n) Copy of experience of having completed Installation of at least 10 (Ten) Communication Towers CoW. or any other monopole tower within India in last Three (3) years ending before the date of notice of invitation of this tender.
- (o) Copy of declaration by the agency that maximum height of the any structural element installed with Cell on Wheels will be limited to 40 meters above the ground-level at the given location.
- (p) Copy of GST registration certificate, to be attached.
- (q) Copy of PAN Card, to be attached.
- (r) Copy of TIN No., to be attached.
- (s) Copy of Site Visit Report Letter in **Annexure-IV** to be attached.
- (t) Copy of Pre-Contract Integrity Pact in **Annexure-V** to be attached.
- (u) Copy of certificate from bidder for **Acceptance of tender terms and conditions** of the contract to be prepared on contractor letter pad and attached with the bid.

Note :(1) The price bid of only those IPs shall be considered for opening whose bids are found responsive and have attached above documents complete in all respect. No misunderstanding on this account shall be entertained afterwards. The bids of agencies providing incomplete documents shall be summarily rejected.

(2) The earnest money deposit and tender document fee shall be submitted as said in this RFP in favour of ITI Limited Doorvani Nagar at Bangalore, from any of the Nationalized / scheduled banks.

(3) In case the bidder fails to deposit the Earnest Money & Tender Fee in the prescribed format at ITI Limited, before closing time as provided in these documents / Notice Inviting the Tenders the bid submitted by the agency (both Technical & Financial bids) would be summarily rejected.

4. **Two-Bid System.** Online submission through <https://www.tenderwizard.com/ITILIMITED> The “two e-bid” system will be followed for this RFP. For uploading the bid documents, two folders will be provided on <https://www.tenderwizard.com/ITILIMITED>. The documents comprising “Technical Bid” must be uploaded (in electronic form) in the Technical Bid folder and the “Commercial Bid” must be uploaded in Commercial Bid folder, as given below.

(a) **TECHNICAL BID**

Technical bid shall contain the following:-

- (i) All documents as called for in the eligibility criteria as per para 2 of Part II.
- (ii) All the documents that is asked in the RFP shall be furnished.
- (iii) Signed copy of the RFP document as a token of acceptance.
- (iv) Clause wise compliance for the all clauses in the tender.
- (v) Bidder should submit complete technical literature, wherever applicable.
- (vi) Bidder is required to place a summary of the offered items in the technical bid without indicating the quoted price (unpriced bill of materials).
- (vii) The above said documents are to be uploaded in the technical section as per part I clause 7.

(b) **COMMERCIAL BID.** The commercial bid complete in all respects with proper seal and signature of authorized person with name, designation, email id and contact no.

5. The bidders should upload the online bid sufficiently in advance, considering their bandwidth and other technical issues. Any problem related to connectivity with website will not be considered as sufficient cause for extension of the due date. **Do not upload "Commercial Bid" (prices quoted) in the technical bid folder.** If the price quoted is submitted / leaked with technical bid, the bid will be disqualified and summarily rejected.

6. **Signing of Contract Agreement.** The successful bidder (s) / Infrastructure Provider will be required to sign an agreement with ITI Limited, within 10 days from the day of written intimation to this effect.

7. **Instruction to the Bidders**

(a) This Tender Application Form does not purport to contain all the information that each Applicant may require. Applicants are requested to conduct their own investigations and analysis and to check the accuracy, reliability and completeness of the information in this Bid Application Form before participating in the tender process. ITI Limited 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 Documents. Information provided hereunder is only to the best of the knowledge of ITI Limited.

- (b) Applicants are required to read carefully the contents of this document & to provide the required information. Each page of the Tender Document, Addendum (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 documents may not be considered for evaluation.
- (c) Applicants may clearly note the date and time of submission of Tender. No late or delayed Tender will be accepted. Applicants are reminded that no supplementary material will be entertained, and the evaluation will be carried out only on the basis of submission, as per the prescribed format, received by the closing Date/time. However supplementary information may be asked, if deemed necessary.
- (d) Applicants will not be considered if they make any false or misleading representation in statement / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, the award may be annulled. Further, the Applicant may be blacklisted for participation in any future Tender. In such a case the Earnest Money Deposit, EMD (if any) and Security Deposit (if any) shall forfeit.
- (e) The applicant shall provide all the information asked in the Tender Document. ITI Limited reserves the right to reject an offer that does not contain all the required information requested therein.
- (f) The ITI Limited shall not entertain any post submission date communication from the applicants. However, the ITI Limited reserves the right to call for additional information / clarifications. Applicants shall furnish such requirements within such time as may be permitted.
- (g) Financial Bids of only Technically Qualified Bidders will be opened for further evaluation.
- (h) This Tender Documents constitutes no form of commitment on the part of the ITI Limited, whether in respect of the tendering process or otherwise.
- (i) Nothing in this Bid Application Form or in any communication issued by ITI Limited shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.
- (j) The tender prepared by the applicant and all correspondence / documents relating to the tender exchanged between the applicant and the ITI Limited shall be in English language.
- (k) While the ITI Limited shall adhere to the dates mentioned in the notice, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.

(l) The applicant shall bear all costs associated with the preparation of the tender and ITI Limited shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Selection process.

(m) ITI Limited reserves the right to out rightly reject conditional tenders without assigning any reason whatsoever.

(n) Tender may not be modified or withdrawn by the Applicant after the date of submission. Withdrawal of tender during the interval between date of tender submission and expiration of the Tender Validity Period would result in forfeiture of the EMD.

(o) ITI Limited reserves the right to remove or add any site listed in the locations and tentative site location section of the bid document, from the bidding process before the start of the open tender process. The bidders voluntarily and unequivocally, would deemed to have undertaken not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site from the bidding process.

8. **Delivery Period.** Anticipated period for installation of cell towers and commencement of services would be within **60 days** from the effective date of award of license. Please note that license can be cancelled unilaterally by Competent Authority in case cell towers are not installed and services not commenced within above stated period. Extension of period will be at the sole discretion of ITI Limited.

9. ITI Limited may at its sole discretion and at any time during the processing of Bid, disqualify any bidder from the Bidding process if the bidder has:-

(a) Submitted the Bid after the prescribed date/time of submission of bids.

(b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

(c) If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures etc.

(d) Submitted Bid document, which is not accompanied by required documentation and Earnest Money Deposit (EMD).

(e) Failed to provide clarifications related thereto, when sought.

(f) Submitted more than one bid.

10. It shall be deemed that by submitting the bid, the bidder agrees and releases ITI Limited, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and: or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

11. No further discussion/ interface will be held with the bidders whose bids have been Rejected/ disqualified/ technically disqualified.

12. **PRE BID SITE/LOCATION VISIT:**

(a) Bidders desirous of seeking clarifications on the Tender may send their queries before pre bid site visit through email to: sajanabraham_bgp@itilttd.co.in at the following address:

AGM (HR), Bangalore Plant, ITI Limited, F-100, 2nd Floor
Bangalore Plant, Dooravani Nagar, Bangalore-560016,
Ph: 080-25657990; E-mail: sajanabraham_bgp@itilttd.co.in

Contact Details:

A. Shri Sonu Mittal, AEE- Civil, Mobile No: +91-8281112722

Email address : smittal_bgp@itilttd.co.in

B. Shri Abhishek Bagri, AEE- Civil, Mobile No: +91-9057258725

Email address : abagri_bgp@itilttd.co.in

(b) The pre bid site/location visit date is as per, Bidders are requested to attend the pre bid site/Location visit seeking all clarifications and suggestions. The corrigendum if required will be provided and will be announced on tender portal.

(c) It is mandatory to attend the Pre Bid Site/location Visit. If not, Bidder will be technically disqualified .

13. **Duration of Contract /License Agreement.**

(a) Till the signing of the License Agreement, the Letter of Acceptance (LOA) shall form a binding contractual agreement between **ITI Limited** and the Successful Bidder (s) as per terms of this RFP.

(b) A separate application for extension of lease period in respect of COW space would be required to be submitted to **ITI Limited** by the license (s) wishing for such extension, 03 months prior to the expiry of the original license period of **04 years and 11 months**.

14. The agency shall nominate a Manager /Supervisor whose scope of services shall be as follows:-

- (a) Supervise the operations in the said premises/ equipment.
- (b) Adhere to the quality standards as applicable to the said installations.
- (c) To be responsible for cleanliness and hygiene in the said premises and to ensure that the services are conducted in clean, proper and efficient manner.
- (d) To ensure that fire detection and suppression measures are installed inside the premises and kept in good working condition.

15. The licensee will strictly not encroach upon common areas/ circulating areas or any other space, and restrict his operation to within the area leased, in case, the Lessee encroaches upon the common area, circulating area or any other space then a line/ compensation @ Rs.500/- on the first occasion, Rs 2000/- on the second occasion and Rs 3000/- on the third occasion will be imposed by **ITI Limited**. Thereafter **ITI Limited** reserves the right to revoke the license and forfeit the interest free security deposit.

16. The license is not allowed to use the site for sale of products or services. The leased space can also not be used for advertisement or branding by the lessee. The lessee shall be allowed to place only the signage as required to meet statutory obligations.

17. **Handing Over Possession to ITI Limited**

(a) That the said premise which has been handed over to the lessee under this agreement will be kept in good condition and maintained properly by the lessee at their own cost. If the property is not handed over in good condition as required under this agreement **ITI Limited** reserves the right to seek exemplary damages and identification.

(b) No Tenancy/ sub- Tenancy is being created by **ITI Limited** in favour of Lessee under or in pursuance of the lease Agreement as a result of this RFP and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that :

(i) That the Lessee shall not have or claim any interest in the said premises as a tenant/ sub- tenant or otherwise;

(ii) That no right as a tenant/ sub- tenant or otherwise is purported or intended to be created or transferred by **ITI Limited** in favour of Lessee or in respect of the said premises, except to carry out their activities over the granted space under this lease agreement.

(iii) That the rights, which Agency shall have in relation to the said premises, are only those set out in this agreement.

(d) That if the licensee fails to vacate the property within a grace period of 30 days of termination of the agreement, the Lessee shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay a fee as decided by **ITI Limited** per day for any period of occupation beyond that date, along which will be charged over and above the License Rent due.

(e) **ITI Limited** shall repay amount owing to any licensee if any, after deducting all dues including usage charges such electricity charges etc. except the advance lease rent paid and refundable interest free security deposit which would stand fortified in favour of the **ITI Limited**.

(f) Consequent to issue of termination letter, after approval of competent authority, the said premises will become free of all encumbrances.

(g) The licensee will ensure safety and security of the mobile towers/ fixtures and other related equipment installed in the allotted area. **ITI Limited** in any case will not take any responsibility. However, in the event of any theft/ loss of any nature, the lessee will indemnify and keep indemnified **ITI Limited** for any losses on this account.

(h) The licensee shall use the space allotted only for the purpose indicated in this agreement and for no other purpose whatsoever. Any change in usage may be permitted only on approval of the competent authority of the lesser.

(i) The licensee is not allowed to use the site for retail of products or service or for advertisement/ marketing.

(j) On expiry of the lease period or on termination of the lease by **ITI Limited** on account of any breach on the part of the lessee or for any other reason, the lessee shall deliver the possession of the COW space (s) in good condition and in peaceful manner along with furniture, fitting, equipment and installations, if any, provided by **ITI Limited**. Further, licensee shall remove his/ their goods and other material from the COW space (s) immediately, failing which **ITI Limited** reserve the rights to remove such goods/ materials at the cost and risk of the lessee and demand payment for such removal. If such payment is not made within 10 days, **ITI Limited** shall be at liberty to dispose of the goods/ materials of the licensee shall not be entitled to raise any objection in such an eventuality.

18. The Successful Bidder (s) shall furnish individual Security Deposits for each location, in the form of Bank Guarantee. The Security Deposits shall not carry any interest during the tenure of the Lease.

19. Till the signing of the license agreement (s) the LOA shall form a binding contractual agreement between **ITI Limited** and successful Bidder (s) as per terms of this RFP.

20. The cost of Stamp duty for execution of lease Agreement, Registration Charges and any other related Legal Documentation charges/ incidental charges shall be borne by the successful Bidder (s).

21. **Preliminary Planning & Notice to Proceed (NTP)**.

(a) The Agency shall submit preliminary plans, specifications and preliminary schedule as hereinafter defined, to **ITI Limited** for each of the COW space for which it has been adjudged as successful bidder (s) before initiating installation activities.

(b) As used herein, preliminary plans and specifications shall mean schematic development documents, as applicable and may consist of : -

- (i) Drawing and technical specifications of the COW.
- (ii) Structural drawing of proposed COW foundation.
- (iii) COW design approval document from SERC/ TEC or any other appropriate agency.
- (iv) Structural safety certificate from qualified structural Engineer.
- (v) Location plans for electrical and telecommunication equipment.
- (vi) Electrical wiring plan and telecommunication and data wiring.
- (vii) Provisions and measures for fire safety and fire fighting.
- (viii) Connectivity plan (Microwave).
- (ix) No. Of Antennas/ Racks being installed in first instance.

(c) ITI Limited will have the right to approve the Agency's 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 **ITI Limited** shall be mandatory. The Agency shall submit Final Plans, specifications and schedule to **ITI Limited** within 10 days from **ITI Limited** communication requiring modifications.

(d) ITI Limited shall communicate its approval by way of NTP (Notice to Proceed) within a period of 20 days from the date of submissions of final plans, specifications and schedule revised as per direction of **ITI Limited**.

(e) The preliminary plans can be given and NTP can also be issued in phases as per mutual agreement/ requirements.

22. **Payment Terms of License Rent & Electricity Consumption.**

(a) The successful bidder (s) shall be required to pay to **ITI Limited** monthly license rent at the rate quoted in the Bid and approved by **ITI Limited** which will be increased at 5% escalation every year.

(b) The first advance monthly lease rent including all other recurring charges shall be paid within 10 days of signing of Lease agreement.

(c) The lease rent is to be paid by the 10th day of every month. In case of default or delay in payment of lease rent, for the first default or delay @ 2 percent per month will be calculated on the outstanding amount. For the second default, the interest shall be calculated @ 2.5 percent per month. The third default or any delay may result in

the termination of the lease agreement and other dues are finally squared up. Such interest shall be charged for the full month if the payment of lease rent and other dues are not made by the due date with arrears, if any.

(d) In addition to lease rent etc. lessee is liable to pay necessary Service Tax and all other Central & state Government taxes as applicable from time to time.

(e) The lessee agree voluntarily and unequivocally to make all payment as may be due on the due date, without waiting for any formal invoice from the lesser. The lessee (s) also voluntarily agrees to collect the invoices from the office of the Authorized representative of the lesser **ITI Limited**, if required, before the due date. Non-receipt of invoice will not be considered for delayed or non - payment of due and may be treated as a breach of agreement.

(f) Any representation or any request by the lessee shall only be entertained if the lessee deposits 100% dues as per issue/ demand within 15 days of issue of termination notice with applicable interest. No opportunity of any kind will be given in the matter after expiry of termination notice and the contract shall be liable to be terminated.

(g) The lessee shall vacate the leased space by taking away all his article and handover the leased space to authorized officer before last date of termination notice otherwise **ITI Limited** shall have the right to seize these material. Unauthorized occupancy charge will be levied after 30 days grace period from the date of termination order.

(h) Electricity & other utilities will be disconnected on 16th day of issue of termination notice.

(i) A termination order shall be issued after expiry of termination notice along with a notice of 15 days to vacate the premises failing which all the material shall be seized by **ITI Limited**.

(j) In no case payments shall be allowed to remain outstanding for a maximum period of three months. If at any stage, the dues remain outstanding for the period of more than three months, the lease agreement shall be terminated.

23. **Prohibited Practices.**

(a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the authority shall reserve the right not to award contracts to such bidders or to cancel the contracts, if already awarded without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice or restrictive practice (collectively "**Prohibited Practices**") in the selection process. In such event, the authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and the security deposit, if available, as mutually agreed genuine pre-estimated compensation and damages

payable to the authority for, inter alia, time, cost and effort of the authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

(b) Without prejudice to the rights of the authority and the right and remedies which the authority may have the LOA or the agreement, if the bidder or successful bidder (s), as the case may be, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any prohibited practice (as defined above) during the selection process or after the issue of the LOA or after the execution of the contract agreement, such bidder or selected bidder shall not be eligible to participate in any tender or RFP issued by the authority either indefinitely or for a specified period of time, as the case may be.

(c) For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:-

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, or anything of value to influence the actions of any person connected with the Bidding process for this RFP.

(ii) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process for this RFP.

(iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process for this RFP.

(iv) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process for this RFP or (ii) having a conflict of interest.

(v) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidder with the objective of restricting or manipulating a full and fair competition in the bidding process for this RFP.

Part III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (s) (i.e. Infrastructure Provider (IP-I) in the contract) as selected by ITI Limited . Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the republic of India.
2. **Effective Date.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The services shall commence from the effective date of the contract.
3. **Period of Contract.** The initial contract would be for a period of 4 years and 11 months from the date of signing of contract. The contract may be extended on mutually agreeable terms and conditions.
4. **Arbitration.**
 - (a) If the Bidder / Bidder be dissatisfied with the decision of the Company, on any matters in question, dispute or difference on any account or as to the withholding by the Company of any certificates to which the Bidder / Bidder may claim to be entitled to or if the Company fails to make a decisions within a reasonable time (which reasonable time will in no case exceed three months) as the case may be shall demand in writing that such matters in question, dispute or difference be referred to Arbitration. Such demand for Arbitration shall be delivered to the Company by the Bidder / Bidder and shall specify the matters which are in question, dispute or difference and such disputes or difference of which the demand has been made and no other matter shall be referred to arbitration.
 - (b) Provisions of the Arbitration Act 1996 or any statutory modification or re- enactment thereof & the rules made there under & for the time being in force shall apply to the arbitration proceedings.
 - (c) The Arbitration shall have its seat in Bengaluru. The decision of the Arbitrator shall be final and binding on the parties to this Contract. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Bidder / Bidder and the Company.
5. **Penalty for use of Undue Influence.** The Infrastructure Provider (IP-I) / Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or in document to any person in service of ITI Limited . or otherwise in procuring the Contracts or forbearing to do or for

having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offence by the Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1986 or any other Act enacted for the prevention of corruption shall entitle ITI Limited to cancel the contract and all or any other contracts with the Service Provider and recover from him the amount of any loss arising from such cancellation. A decision of ITI Limited or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the IP-1/Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider towards any officer / employee of the Buyer or to any other person in a position to influence any officer / employee of ITI Limited, for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability / penalty as ITI Limited may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Infrastructure Provider (IP-1)/Service Provider.

6. **Agents/Agency Commission**. The Infrastructure Provider (IP-1)/Service Provider confirms and declares to ITI Limited, that he is the only Infrastructure/Service provider referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to him, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Infrastructure Provider (IP-1)/Service Provider agrees that if it is established at any time to the satisfaction of ITI Limited, that the present declaration is in any way incorrect or if at a later stage it is discovered by ITI Limited, that the Infrastructure Provider (IP-1)/Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, Infrastructure Provider (IP- 1)/Service Provider will be liable to refund that amount to ITI Limited .

7. **Access to Books of Accounts**. In case it is found to the satisfaction of ITI Limited, that the Infrastructure Provider (IP-1)/Service Provider has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, Infrastructure Provider (IP1)/Service Provider, on a specific request of ITI Limited, shall provide necessary information/ inspection of the relevant financial documents/information.

8. **Non-disclosure of Contract Documents**. Except with the written consent of ITI Limited/the Infrastructure Provider (IP-1)/Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. **Annexure-IX** has to be furnished.

9. **Termination of the Contract**. ITI Limited, shall have the right to terminate this contract in part or in full in any of the following cases:-
- (a) The commencement of services is delayed for causes attributable to Force Majeure for more than one month after the scheduled date of commencement of services.
 - (b) The service Infrastructure Provider (IP-I)/Service Provider is declared bankrupt or becomes insolvent.
 - (c) ITI Limited, has noticed that the Infrastructure Provider (IP-I)/Service Provider has utilized the services of any Indian/Foreign agent in getting this Contract and paid any commission to such individual /company etc.
 - (d) As per decision of the Arbitration Tribunal.
10. **Notices**. Any notice required or permitted by the MoU shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail / airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting**. The Infrastructure Provider (IP-I)/Service Provider has no right to give, bargain, sell, assign or sublet or otherwise dispose off the Contract or any part thereof to any third party. Infrastructure Provider is only permitted to share the Cell tower with other Communication network operator on the basis of written agreement between them after providing a copy of such agreement to ITI Limited.
12. **Patents and other Industrial Property Rights**. The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payment for any other industrial property rights. The Infrastructure Provider (IP-I)/Service Provider shall indemnify ITI Limited against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.
13. **Amendments**. No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.
14. **Taxes and Duties**. ITI Limited will not be liable for payment of any Tax or Duty for said contract. Infrastructure Provider (IP-I)/Service Provider will himself bear any kind of Tax or Duty payable for providing Cell towers on wheels and further sharing the towers with other communication network operators. The license fee or the rent fixed per site is exclusive of GST. Likewise, electricity charges will also attract taxes as per prevalent norms of Govt. and civil administrative from time to time. All obligation of taxes and duties are over and above the rent fixed for sites earmarked for establishing Cells on Wheels' Towers.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful Bidder (s) (i.e. Infrastructure Provider (IP-I)/Service Provider in the Contract) as selected by ITI Limited. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Security**. The Performance Security in favour of ITI Limited, Bangalore Plant is to be furnished by the successful bidder (s)/ Infrastructure Provider (IP-I) in the form of a Performance Bank Guarantee (PBG) issued by a Nationalized or Scheduled bank authorized to conduct government business within 30 days of signing of this contract. The performance security deposit is meant to compensate ITI Limited for any loss suffered due to failure of the Infrastructure Provider to complete his obligations as per the contract. Preferably, performance security is payable by the Infrastructure Provider (IP-I)/ Service Provider at the rate of **10% of the contract value**. PBG should remain valid for a period of six months beyond the date of completion of contractual obligations, including warranty, if any. The PBG is returned to the Infrastructure Provider/Service Provider on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and ITI Limited grants extension of delivery period, the Infrastructure Provider (IP-I)/Service Provider must get the PBG revalidated, if not already valid. PBG should be addressed to ITI Limited and in favour of Central Finance, ITI Limited, Bangalore Plant payable at Bangalore. The specimen of PBG is given in Form DPM-15 (can be provided on request). The Performance Security will be refunded (without Interest) to the Infrastructure Provider on the written application (unless it is forfeited on account of violation) addressed to ITI Limited after completion or termination of license agreement and peacefully handing over the vacant possession of the site with " No Dues Certificate " from the State Electricity Board also after paying damages, if any to ITI Limited, In case of any damages suffered by ITI Limited at the instance of or due to any act of Service Provider then the said amount would be deducted from the Performance Security at the time of refunding the security amount.

2. **Payment Terms**. ITI Limited, Bangalore Plant will provide bank details and “e-payment” details to the successful Bidder (s) / Infrastructure Provider (IP-I) for all the payments through RTGS/NEFT mechanism. Successful Bidder (s) shall pay the license fee for tower for monthly basis in favour ITI Limited, Bangalore Plant Dooravani Nagar, Bangalore-16 and in case of failure to pay the license fee then the security money deposited by him will be forfeited. The license agreement shall be deemed to have been terminated and the Infrastructure Provider)/Service Provider shall have to vacate the site and thereafter on termination of license agreement he would have no right to remain in possession of the property in question in any capacity. The Infrastructure Provider (IP-I)/Service Provider shall also have to pay Octroi, Service tax and all other kinds of taxes to concerned Govt. Authority which are over and above the license fee. The acceptance of tender note will be issued only after one-month advance rent has been paid and the performance guarantee has been deposited by the successful bidder (s).

3. **Specification**. The Infrastructure Provider (IP-I) / Service Provider will pay the lease rent for licensed ITI Limited's land for Installation of cell towers on wheels as shared communication infrastructure. The land to be used for a Cell tower on wheels, at any place should be the minimum required for such towers and related equipment but should not exceed **50 Square meters including guy ropes**.

4. **Force Majeure Clause**.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstance and their consequences but in a same month.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than one working day from the moment of their beginning.

(d) Certificate from District Magistrate, or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 30 working days (except for those mentioned in Para (a) above, ITI Limited reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 days to the other party of the intention to terminate without any liability. Infrastructure Provider (IP-I)/Service Provider will forfeit his performance security deposit.

5. **Quality**. The performance / quality of service should be satisfactory as per standards laid down by TRAI & DoT.

6. **Inspection Authority**. The inspection of the site may be carried out by Assistant Executive Engineer/ Chief Manager/ Addl. General Manager of ITI Limited or any other officer detailed by ITI Limited. The mode of Inspection will be User Inspection / Joint Inspection / Self-certification.

7. **Lessor facilitation**. Lessor will provide the site free of any obstruction for installation of Cell on Wheels Towers in ITI Township. Cutting of trees for site clearance will not be

permitted.

8. **Security Aspect**. The following security aspects will be strictly adhered to by the Independent Infrastructure Provider(IP-I)/Communication Network operators and an undertaking in this regard will be given by such Infrastructure Provider(IP-I)/ Service Provider:

(a) Use of ITI Limited land by the Infrastructure Provider (IP-I)/ Service Provider will not, in any manner, impinge upon the security of the ITI Limited. If at any later stage, the operational situation so demands services provided by the Communication network operators may be blocked in an emergency on instructions from ITI Limited for which no compensation shall be due to the operator.

(b) Adequate measures will be adopted to ensure security of vital installation in the Civil area/ITI Limited Area by monitoring activities of such Public Sector and Independent Infrastructure Providers (IP-I)/Communication Network Operators personnel from time to time.

(c) The Infrastructure Provider (IP-I) Provider will erect Cell on Wheels Towers only at the sites allotted to him. The participating Infrastructure Provider (IP-I) and Competent Authority of Bangalore Plant, ITI Limited will jointly identify the site location for installation of Cell on wheels towers, based on security and technical feasibility with security being the overriding factor. No change in site will be resorted to without the permission of the ITI Limited.

(d) ITI Limited will reserve the right to deny access to any of the Infrastructure Provider (IP-I)/ Service Provider's employees whose activities are detrimental to the security of the ITI Limited. Such cases may also be referred to local police for necessary action.

(e) The Infrastructure Provider (IP-I)/Service Provider will at all times, provide access to ITI Limited or its authorized representatives to the Communication Towers to ensure that no illegal or undesirable activities are being carried out by the Service Provider or his representative.

(f) If the Infrastructure Provider (IP-I)/ Service Provider is found to be using the tower and/or its equipment for any objectionable purpose detrimental to ITI Limited will have the authority to order temporary closure of services of service provider pending final decision by General Manager, Bangalore Plant, ITI Limited. The other Service Providers will continue to provide services.

(j) Independent Infrastructure Provider (IP-I)/Public Sector Telecom Service Provider will be required to furnish an undertaking that he will permit sharing of towers by other communication network operators along with technical bid.

(k) The Infrastructure Provider (IP-I)/Service Provider will be solely responsible to ensure the security of the Cellular communication towers and its supporting systems and accessories.

- (l) Sketch/map of the cell on wheels' towers indicating locations should be provided to ITI Limited for routine security checks.
- (m) Prior permission of the ITI Limited would be required in case certain components/sub systems are to be shifted out of location.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of bids will be as follows: -
 - (a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated as mentioned in the para 2 of Part-II of RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The successful bidder (s) will be decided upon the highest rent quoted by the bidder as per the format given at Para 4 below. The successful bidder (s) will be decided site wise i.e. separately for each site. It is a must for bidders to bid for all 3 sites or else the bids will be invalid.
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The highest acceptable bid site wise will be considered for grant of license after complete clarification and price negotiations as decided by Competent Authority of ITI Limited.
 - (f) Any other criteria as applicable to suit a particular case.
2. **Pre-conditions.** The following pre-conditions prevail in this project: -
 - (a) The Infrastructure Provider (IP-I)/Service Providers interested in execution of the project are expected to visit the site and undertake site survey before submission of bids. It is mandatory to submit site visit report letter.
 - (b) Any clarifications in respect of the contract/License is to be clarified with the **Addl. General Manager-HR, Bangalore plant, ITI Limited.**
 - (c) The interested bidder is required to bid for implementation of the complete project including commissioning of Cell on Wheels towers and sharing of these towers with other network operator.
 - (d) The responsibility of installation of Cell on Wheels towers and inviting other communication network operators for sharing the towers to provide better communication services is the sole responsibility of the successful bidder (s).
 - (e) The commercial bids would be individually evaluated of those bidders only whose technical bid has been accepted.

3. **Technical Bid Format**. The Technical bid checklist is given at **Appendix “E”**. Bidders are required to fill these correctly with full details.
4. **Commercial Bid Format**. The commercial bid format is given at **Appendix “F”** and bidders are required to fill this up correctly with full details.
5. **Reserve Rent Rate**. While the successful bidder (s) will be decided based on highest bid per square meter site wise and not cumulative for all 3 sites, minimum rent rate as fixed by the ITI Limited for each site has to be complied to. Bids below this rate shall be considered null and void. Also, bidder has to bid for all 3 Sites or else the bids of that particular bidder will not be considered valid and will be rejected.

6. Legal addresses of LESSOR and LESSEE: -

LESSOR

Addl. General Manager-HR,
Bangalore plant, ITI Limited
Bangalore-16

LESSEE

Annexure-I
(Refer Part II Para 3(i))

GENERAL INFORMATION OF THE APPLICANT

1. (a) Name of the Applicant :
 - (b) Country of Incorporation (in case of Firm):
 - (c) Address if the corporate headquarters:
and its branch office (s), if any, in India
2. Details of individual(s) who will serve as the point of contact/communication for the ITI Limited within the Company:
- (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) PAN No. :
 - (f) TAN No. :
 - (g) Telephone/Mobile No. :
 - (h) Fax No. :
 - (j) E-Mail Address :
3. In case of Consortium, the information above (1&2) should be provided for all the members of the consortium. Information regarding the role of each member should be provided: -

Sl No.	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Led Member/Member)
(a)			
(b)			
(c)			

Signed
(Name of the Authorized Signatory)

For and on behalf of
(Name of the Applicant/Lead Member)

Designation :
Place :
Date :

Annexure-II
(Refer Part II Para 3(j))

Performa Certificate (Work Completion certificate*)

(On Company's/Authority's Letter Head)

This is to certify that M/s _____ (Company's name) having its registered office at _____ had been awarded a contract on _____ (Name / Nature of contract) vide Letter/Contract No. _____. The Period of contract was from _____ (date of start of work) to _____ (Scheduled date of completion of work). The work was completed on _____ (date of actual completion). At the time of completion of contract, the total contract value had come to Rs. _____ for the above contract period. Their performance for the above contract was satisfactory.

The information may be provided in the tabular form and copy of Performa certificate be also attached.

Name/ Description of the Project Executed	Client name and Address	Date of start of work	Date of completion of work	Experience as contractor / sub- contractor/developer	Year	Total contract value of the work executed

(Signature) _____

Name of signatory _____

Designation of Signatory _____

* To be issued by client / firm to whom the bidder has provided services.

Annexure-III
(Refer Part II Para 3(k))

Format of declaration by the bidder

(To be downloaded, filled, signed with seal, scanned and uploaded in the e-tender portal)

1. I/We, (Name of bidder) having examined the Tender Document No. _____ dated _____ and fully understood its content hereby submit the tender for "Title of Tender document", on "as is where is" basis for through tender.
2. I/We accept all the terms & conditions of the Tender Document including its addendum(s), corrigendum(s) and replies to the pre bid queries.
3. I/We have deposited requisite Earnest Money for the said tender as per procedure mentioned in the tender document.
4. I/We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the tender.
5. I/We do hereby undertake that I/we have not made any payment or illegal gratification to any person/authority connected with the bidding process of tender so as to influence the bidding process and have not committed any offence under the PC Act in connection with the bid.
6. I/We have submitted copies of the required documents as mentioned in the tender document
7. I/We have quoted the rate for each locations for establishment of Mobile/Telecom CoW Tower.
8. I/We/ have not been debarred by the Central / any State Government or Quasi-Government Agency or PSU in India.
9. I / We understand that ITI Limited reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
10. I / We hereby undertake that we will abide by the decision of ITI Limited in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by ITI Limited in this regard.

Name & Signature of the bidder with office

seal Date

Witness:

Sl No.	Name	Address	Signature

Annexure-IV
(Refer Part II Para 3(s))

SITE VISIT REPORT LETTER

Date: _ _

To,
AGM-HR
ITI Limited, Bangalore Plant,
Dooravaninagar, Bangalore - 560016

Sub. : Site visit report for establishment of Mobile/ Telecom CoW Tower.

Ref.: Tender No. -----

This has reference to above referred tender of ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore - 560016.

I / We hereby declare that we have visited site/Locations where the cells on wheels towers are proposed.

I / We made ourselves acquainted with site conditions, approach to site, requirement of land, soil conditions, availability of water, requirement of tender conditions etc. I / We verified all details required to execute the projects. I / We have no problems in undertaking the project.

Thanking you,

Yours faithfully

(Signature and seal of Bidder)

(Signature ITI authorities)

Name of Bidder

-

Designation

Annexure-V
(Refer Part II Para 3(t))

PRE CONTRACT INTEGRITY PACT

ORDER No.

THIS Integrity Pact is made on.....day of20 .

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore - 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

.....Represented by Chief Executive Officer (hereinafter called the Bidder / Partner(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for "Setting up Cell on Wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure at 03 sites in ITI Township". The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Partner(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 - COMMITMENTS OF THE PRINCIPAL

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b) The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 - COMMITMENTS OF THE BIDDER/PARTNER

2.1 The Bidder(s)/Partner(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

a) The bidder(s)/Partner(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved i n the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The bidder(s)/Partner(s) will not enter with other bidder(s)/partner(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The bidder(s)/Partner(s) will not commit any offence under IPC/PC Act, further the bidder(s)/Partner(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Partner(s) of foreign original shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Partner(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e) The Bidder(s)/Partner(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Partner(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g) The Bidder(s)/Partner(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

3.1 If the Bidder(s)/Partner(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Partner(s) from the tender process.

3.2 If the Bidder(s)/Partner(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Partner(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

3.3 The Bidder(s)/Partner(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Partner(s) shall be final and binding on the Bidder(s)/ Partner(s), however the Bidder(s)/ Partner(s) can approach IEM(s) appointed for the purpose of this Pact.

3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Partner(s) shall not entitled for any compensation on this account.

3.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Partner(s) could be revoked by the Principal if the Bidder(s)/ Partner(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 - PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Partner(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.

4.2 If the Bidder(s)/ Partner(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 - COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Partner(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Bidder's/ Partner's default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Bidder / Partner or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS/PARTNERS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and partners for identical cases.

6.2 The Bidder(s)/Partner(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Partner(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub- contractors/sub-vendors/associates.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 - CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ PARTNER(S)

7.1 If the Principal receives any information of conduct of a Bidder(s)/ Partner / Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Partner(s) / Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Partner(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Partner(s). The Bidder(s)/Partner(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Partner(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Partner(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word '**Monitor**' would include both singular and plural.

Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

**Shri Javeed Ahmad, IPS (retd.)
M-1101, Shalimar Gallant Apartment
VigyanpuriMahanagar
LUCKNOW - 226 006**

Any changes to the same as required / desired by statutory authorities is applicable.

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Partner(s) and the Bidder(s)/Partner(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 - PACT DURATION

11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.

11.2 If the Bidder(s)/Partner(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Partner(s).

11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bangalore.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Partner(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/PARTNER(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....

Annexure-VI

(FORMAT FOR THE BID SECURITY/ EMD)

(To be typed on Rs.100/- non-judicial stamp paper)

Whereas..... (hereinafter called "the Bidder") has submitted its bid dated.....for the (title)..... vide Tender No. _____ Dated _____ KNOW ALL MEN by these presents that WE _____ OF..... having our registered office at _____ (Hereinafter called "the Bank") are bound unto ITI Limited (hereinafter called "the") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - a. Fails or refuses to execute the Contract, if required; or
 - b. Fails or refuses to furnish the Performance Security, in accordance With the instructions to Bidders.
3. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser
4. Having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
5. This guarantee will remain in force as specified in the RFP Document up to and including 90 days from the tender opening date and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank
Authority
Name
Signed in Capacity of

Name & Signature of Witness

Full address of Branch

Address of witness
Fax No. of Branch

Tel No. of Branch

Annexure-VII

No Near Relative Certificate

Date:

To,
AGM-HR
BANGALORE PLANT
ITI LIMITED
BANGALORE - 560016

Sub: No near relative certificate

Tender Reference No: ITI/BGP/RFP/TOWER/2021-22

Name of Tender/Work: “for setting up cell on wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure to give 2G/3G/4G and beyond mobile services to the township of ITI Limited”

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website(s) namely: www.eprocure.gov.in or www.itilttd.in as per your advertisement given in the above-mentioned website(s)
2. I/We do hereby declare that we are not relative of any Director of ITI Limited or any of his relative is a partner
3. In our firm, there is no Partner who is director of ITI Limited or any of his relative is a partner
4. We declare that none of our relative is working / worked as an “EMPLOYEE” in ITI Limited across nation
5. We declare that none of our family relative or business relative from any another source, not participating this advertisement
6. I/We have not engaged any person(s) of doubtful antecedent and if any such person (s) found by management I/We am/are agreeing for punishment as deemed fit by management

Yours Faithfully,

(Signature of the Bidder with Official Seal)

Annexure-VIII

Declaration that the Bidder has not been blacklisted/debarred

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/- duly notarized)

Place:

Date:

To,

<name and address>

Ref: Tender Notification no dated

Subject: Declaration of Bidder being not blacklisted

Dear Sir,

It is certified that our firm/company or any of our entity is not black listed/Debarred from doing business or put on holiday list etc by any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the Tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Ltd shall be free to take action / black list our firm / company notwithstanding of taking any other legal action.”

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

Annexure-IX
NON-DISCLOSURE AGREEMENT

(Between M/s. ITI Limited & M/s)

This Agreement is made on.....day of.....between **M/s ITI Limited** a company incorporated under the Indian Companies act. 1956 and having its registered office at **ITI Bhavan, Dooravani Nagar, Bengaluru-560016** with CIN No: L32202KA1950GOI000640 herein after called "ITI"

AND

M/s. xxxxx, a Company/LLP/Partnership Concern incorporated under the Companies Act, 1956/2013 or registered under partnership act 1932, having its Registered Office at, CIN No (hereinafter referred to as bidder which shall include its successors and permitted assigns, herein after referred to as Bidder); which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns. Bidder and ITI are hereinafter also referred to individually as "Party" and collectively as "Parties".

Background:

The Parties are evaluating and negotiating a potential contractual relationship, subject to mutually agreed definitive agreement, as per Tender No. -----due on issued by ITI Limited for setting up cell on wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure to give 2G/3G/4G and beyond mobile services to the township of ITI Limited.

(A) ITI may in these evaluations and negotiations disclose certain Confidential Information (as defined below) to Bidder;

(B) The Parties agree that the disclosure and use of Confidential Information is to be made on the terms of this Agreement.

The Parties agree as follows:

Whereas Bidder is a prospective party to bid for setting up cell on wheels towers for provisioning of mobile cellular communication network on temporary basis by providing shared communication tower infrastructure to give 2G/3G/4G and beyond mobile services to the township of ITI Limited. The information is to protect from unauthorized use and disclosure.

In consideration of this, the bidder agrees as follows:-

1. This Agreement will apply to all information including information listed in Exhibit A attached hereto pertaining to project disclosed by M/s ITI Ltd to the bidder in writing or otherwise. Information consists of location details, equipment details and /or technical information, and all copies and derivatives containing such information that may be disclosed to PIA for and during the Purpose. Information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or by any other means by ITI to the bidder.

2. The bidder shall use the information pertaining to this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercise to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information and shall grant access to information only to its employees who have need to know, but only to the extent necessary to carry out the business purpose of this project as defined. The bidder shall cause its employees to comply with the provisions of this Agreement applicable and shall not reproduce information. The bidder may, however, disclose the information to its consultants as per need to know requirement, provided that by doing so, the bidder agrees to bind those consultants to terms at least as restrictive as those stated herein, advising them of their obligations and indemnify ITI Ltd for any breach of those obligations.

3. The bidder shall not disclose any information pertaining to this project to any third party.

4. The bidder failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.

5. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

6. This Agreement attached hereto constitutes the entire agreement with respect to the bidder obligations in connection with information disclosed hereunder.

7. The bidder shall not assign this Agreement without first securing ITI's written consent.

8. This agreement will be in effect from the date of the disclosure of confidential information.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officer or representatives.

M/s-----

M/s ITI Limited

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Witness No. 1 _____

Witness No. 1 _____

Name _____

Name _____

Witness No. 2 _____

Witness No. 2 _____

Name _____

Name _____

Appendix “A”

**DETAILS OF SITES IDENTIFIED FOR SETTING UPCELL ON WHEELS TOWERS FOR
PROVISIONING OF MOBILE CELLULAR COMMUNICATION NETWORK IN ITI
Township**

Site No	Locations	Latitude	Longitude	Area in Sqm (maximum)
1	near JL Nehru Park aquarium	13.0066	77.6813	50
2	near exercise ground	13.0089	77.6886	50
3	backside of Annexure Building, B-Area	13.0062	77.6882	50

Note. Bidders are free to install Cell Towers on Wheels in ibid sites in area less than 50 Square meter.

Appendix “B”

**TECHNICAL DETAILS FOR SUBMISSION OF BIDS FOR SETTING UP CELL ON
WHEELS(CoWS) TOWERS FOR PROVISIONING OF MOBILE CELLULAR
COMMUNICATION NETWORK BY PROVIDING SHARED COMMUNICATION TOWER
INFRASTRUCTURE
AT 3 DESIGNATED SITES IN ITI TOWNSHIP**

1. The following technical aspects will be strictly adhered to by the Public Sector and Independent Infrastructure Provider (IP-I):

- (a) Infrastructure Provider (IP-I)/Service Provider will obtain an undertaking from other network operators, who will share the infrastructure on the points contained in the MoU to be executed between Infrastructure Provider (IP-I) and ITI Limited and forward a copy of the same to Addl. General Manager-HR, Bangalore plant, ITI Limited at the earliest.
- (b) In case the communication tower/facilities so installed by the Infrastructure Provider (IP-I)/Service Providers causes any interference/obstruction to ITI Limited, the Service Provider may be asked to discontinue their services, for which no compensation will be due to the Service provider.
- (c) Obtaining the License / Permission required to operate the Tower, from the relevant authority, will be the responsibility of the Infrastructure Provider (IP-I).
- (d) Proper earthing of the installation, lightning protection and firefighting devices/ services will be installed by Infrastructure Provider (IP-I).
- (e) The Infrastructure Provider (IP-I)/Service Provider shall have right to get an electric connection in the aforesaid sites for the said towers at his own cost. He will regularly pay the consumption charges to MES and bear all expenses from his own pocket after taking 'No objection Certificate" from Addl. General Manager-HR, Bangalore plant, ITI Limited.
- (f) Laying of Optical Fiber Cables (OFC) will not be permitted in ITI campus.
- (j) The Infrastructure Provider (IP-I) will share the towers with other mobile operators such as Airtel, JIO, IDEA, Vodafone, BSNL etc. at their own risk, cost and consequences. Permission from ITI Limited will be sought before installation/removal of equipment of any operator.
- (k) Serviceability of 99% per year is to be ensured. This amounts to total maximum downtime of 03 days per year. Also, un-serviceability should not exceed one day at one time. Required spares to attain this serviceability may be stored at site by Infrastructure Provider (IP-I)/Service Provider at his own cost. Maximum repair turnaround time for

equipment/system would be one day. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/ system. Whenever the tower (s) or any BTS is unserviceable the same will be brought to the notice of Bangalore Plant, and same will be informed post repair also.

(l) Infrastructure Provider (IP-I)/Service Provider will follow all the rules & regulations laid by the Ministry of Communication, Govt. of India with regard to shared Communication towers. He will also adhere to all regulation laid down by DoT with regard to radiating power and safety distances.

(m) The highest bidder meeting the technical requirements will be awarded the sites for parking of the Cell on Wheels towers.

(n) The following documents will be submitted by the Infrastructure Provider(IP-I)/ Service Provider before grant of license: -

(i) Acknowledgment receipt issued by TERM Cells (DoT) of the self-certificate submitted by Infrastructure Provider (IP-I)/Service Provider in respect of Mobile towers/ BTS certifying that all general public area around the Towers will be within safe EMR exposure limit as per peak traffic measurement after the antenna start radiating.

(ii) Copy of type test certificate issued by ARAI to manufacturers of DG sets.

2. List of documents to be submitted with Technical Bid are as given below:-

(a) Registration certificate issued by department of tele-communication (DoT).

(b) GSTIN.

(c) Undertaking that service provider will permit sharing of tower by other telecom service providers.

(d) Last three years income tax returns (2018-19, 2019-20 and 2020-21)

(e) Certificate from Chartered Accountant regarding turnover since last three financial years.

(f) Copy of certificate of experience for similar work completed by the bidder with any government organization/department.

(g) Proof of payment of tender fee.

(h) Proof of payment of EMD.

(j) Duly signed copy of tender document.

(k) Declaration by the bidder as per **Annexure-III**.

- (l) Site visit report as per **Annexure-IV**.
- (m) Pre-contract Integrity Pact as per **Annexure-V**.

Note: The department reserve the right to relax all or any of the aforementioned conditions/ documents if adequate number of bids are not received.

Appendix "C"
(Refer Part-II Para 3(h))

**DETAILS OF BIDDER FIRM SUBMITTING BID FOR SETTING UP CELL ON
WHEELSTOWERS FOR PROVISIONING OF MOBILE CELLULAR
COMMUNICATION NETWORK IN BANGALORE PLANT, ITI LIMITED**

1.	Constitution & Nature of Service Provider	
2.	Year of Establishment	
3.	Registered Postal Address with Telephone No of the Company / firm & Fax Number if any	
4.	Name and Mobile No of contact person	
5.	Address of Branch (Local or in State)	
6.	Name and address of Directors, in case of Company	
7.	Name and address of Sole Proprietor	
8.	Name and Address of partners In case of partnership firm	
9.	Name of Bankers & Branch with full address	
10.	Type of Account & Number	

EXPERIENCE CERTIFICATE

Details of other organization where such contracts undertaken during last 3 years(Enclosed supporting documents)

Performa containing details of other organizations where such or similar contracts were undertaken.

1	Name & Address of the Organisation	
2	Contact No	
3	Period of Contract	
4	Whether Govt/Semi Govt/Autonomous Bodies/PSUs/Industries etc. (please specify)	

Company Seal

(Authorized Signatory of Company)

Date:

Appendix “D”

DOCUMENTS TO BE SUBMITTED BY THE PUBLIC SECTOR /IP -1 FOR OBTAINING CLEARANCE FROM ITI LIMITED AUTHORITY FOR INSTALLATION OF MOBILE TOWERS

The successful bidder (s) after opening of financial bid will need to submit following documents within 15 days of opening of financial bid so that approval of competent authority can be obtained for award of tender.

1. Copy of relevant license /Infrastructure Provider Registration certificate from the department of Telecommunication (DoT).
2. Data sheet with: -
 - (a) Name of Service /infrastructure Providers.
 - (b) Location.
 - (c) Towers reference: -
 - (i) Height.
 - (ii) Weight.
 - (iii) Ground/Rooftop.
 - (iv) No of antennae.
3. Copy of structural stability certificate based on written approvals of any authorized structural engineer of MES, DRDO/CPWD /Sate PWD authority/CBRI Roorkee/CIT/NIT.
4. Copy of Fire Test certificate issued by Automotive Research association of India (ARAI) to the manufacturers of the Diesel Generator (DG) sets.
5. For forest protect areas, the copy of clearance from State Environment and Forest Department, shall be applicable on case to case basis.
6. In case of ITI Limited land where leased hold rights are required, land availability certificate from Bangalore Plant, ITI Limited, as the case may, will be necessary.
7. Acknowledgement receipt issue by TERM Cells (DOT) of the self-certificate submitted by the Public Sector /IP-1 in respect of mobile tower/BTS (ground based/rooftop) in the format as prescribed by TEC/DOT establishing /certifying that all general public areas around the tower will be within safe EMR exposure limit as per peak traffic measurement after the antennae start radiating. The acknowledgement will be provided after service providers radiate the COW site.

8. **Other Technical Requirements.**

(a) The access Service Licensees/IP-1 will have to abide by general guidelines issued by DOT/TERM Cells. As per existing guidelines, the Access Service Licensees/IP-1 will be subject to technical audit of BTS and instructions issued by the DOT/TERM Cells.

(b) TERM Cells will abide by the additional guidelines issued by the DOT with effect from 01 Aug 2013 or on any subsequent date regarding auditing BTS for EMF Radiation.

(Refer Part-V Para 3)

**TECHNICAL BID FOR SETTING UP CELL ON WHEELS TOWERS FOR PROVISIONING
OF MOBILE CELLULAR COMMUNICATION NETWORK IN
BANGALORE PLANT, ITI LIMITED**

S. No	Qualitative Requirement	Compliance Yes/No
<u>Eligibility Conditions:-</u>		
(a)	Company should be registered with DoT as IP-1(enclosed cert).	Yes/No
(b)	Furnish Undertaking that your company will permit sharing of towers by other telecom service providers.	Yes/No
(c)	Service Provider should initially provide minimum 3G and upward services.	Yes/No
<u>Security Conditions:-</u>		
(a)	Use of ITI Limited land by the service provider will not, in any manner, impinge upon the security of the ITI Limited Area.	Yes/No
(b)	If at any stage, the operational situation so demands, services provided by these operators may be blocked in an emergency on instructions from Bangalore Plant, ITI Limited for which no compensation shall be due to the operator.	Yes/No
(c)	No change in site will be resorted to without the permission of the competent authority.	Yes/No
(e)	The ITI Limited authorities will reserve the right to deny access to any of the service provider's employees whose activities are detrimental to the security of the ITI Limited. Such cases may also be referred to local police for necessary action.	Yes/No
(f)	The service provider will at all times, provide access to the local ITI Limited authority or his authorized representatives, to the communication towers to ensure that no illegal or undesirable activities are being carried out by the service provider or his representative.	Yes/No
(g)	If the service provider is found to be using the tower and/or its equipment for any objectionable purpose, the local ITI Limited authority will have the authority to order temporary closure of the service of that service provider pending final decision by the competent ITI Limited authority. The other service providers would continue to provide services.	Yes/No

Company Seal

Authorized Signatory of

Company Date:

Ser No	Qualitative Requirement	Compliance Yes/No
(h)	Service providers and the employees of these service providers will abide by all security instructions of the ITI Limited .	Yes/No
(i)	The service provider will be solely responsible to ensure the security of the cellular communication Towers and its supporting systems and accessories.	Yes/No
(j)	Towers in ITI Limited should be shared by all telecom operators. However, the service providers will be same for all towers.	Yes/No
(k)	6 feet wire chained fencing of premises would be done to avoid accidental and intentional tress passing with only one entrance/ exit gate whose keys would be with local ITI Limited authority.	Yes/No
<u>Technical Eligibility Conditions:-</u>		
(c)	In case the communication tower of the facilities so installed by the service provider causes any interference/obstruction to the Army/Navy/Air Force/ Coast Guards communications, the service provider may be asked to discontinue his services, for which no compensation will be due to the Service provider.	Yes/No
(d)	Proper earthing of the installation will be ensured by the service providers to avoid any stray voltage arising out of premises.	Yes/No
(e)	Proper lightning protection and firefighting devices will be installed by the service providers.	Yes/No
(f)	Standards for exposure limits of radio frequency and other technical requirements as prescribed by DoT out from time to time.	Yes/No
(g)	IP- 1/ Service provider would ensure that site can sustain on its own in terms of electricity requirement.	Yes/No

Company Seal

Authorized Signatory of

CompanyDate:

Ser. No	Qualitative Requirement	Compliance Yes/No
<u>Misc. Conditions</u>		
(a)	Head of ITI Limited reserves the right to terminate the license due to operational or security reason for which no prior written information/ letter is required.	Yes/No
(b)	Payment of license fee will be made by the Service provider in advance on monthly basis through online banking in favor of ITI Limited Bangalore Plant, Dooravani Nagar, Bangalore-16. Detail instructions will be incorporated in the MoU.	Yes/No
(c)	Grant of license for operating Cell Towers on Wheels in ITI Limited will not confer any right to the service provider for grant of lease /license for setting up of static towers under the revised policy being drafted.	Yes/No
(d)	Cell tower on wheels will be permitted for initial period of 4 years and 11 months that can be extended on mutually agreed terms and conditions.	Yes/No
(e)	The land required should not exceed 50 Sq Mtrs including guy ropes and all equipment.	Yes/No
(f)	Laying of OFC (any cable) for cell towers on wheels will not be permitted inside ITI campus.	Yes/No
(g)	Cell Towers on Wheels will have various parameters such as max height, Freq of operation, as per the clearance taken by the service provider from Municipal corporation, SACFA, and all other necessary situational clearances to be taken for the Cell on Wheel establishment.	Yes/No
(h)	Site survey report	Yes/No

Company Seal

Authorized Signatory of

CompanyDate:

Appendix “F”

(Refer Part-V Para 3)

**COMMERCIAL BID FOR SETTING UP CELL ON WHEELS TOWERS FOR
PROVISIONING OF MOBILE CELLULAR COMMUNICATION NETWORK IN
ITI TOWNSHIP**

1. The bidders are to quote the prices after fully understanding the terms and conditions of the tender document.
2. The rates must be quoted for all the items.
3. The bids with incomplete rates, not quoting for all the items, shall be rejected.
4. The work shall be awarded to the eligible, highest price bidder for each location subject to being technically qualified. (H1 would be decided based on the Highest monthly rent for each location)

Sl. No.	Proposed Location of Towers to be installed	Reserve rent per month for 50 sqm Land Area	Area of Land in Sqm (Max.) (A)	Rate per Sqm. Per month. In Rs. (B)	Total Rent per Month. In Rs. (In figure) (A*B)	Total Value per Month. In Rs. (A*B) in words
i	Latitude/Longitude : 13.0066/77.6813 near JL Nehru Park aquarium	Rs. 26,900	50			
ii	Latitude/Longitude : 13.0089/77.6886 near exercise ground	Rs. 26,900	50			
iii	Latitude/Longitude : 13.0062/77.6882 backside of Annexure Building B-Area	Rs. 26,900	50			

Note: All Prices has to be quoted in Rupees only. GST applicable shall be paid by the bidder in addition to the quoted rate.