

Request for Proposal for Engagement of Infrastructure Providers Category I (IP-I) for On-Boarding of Telecom Operators, Operation and Maintenance of Telecom Tower Sites at 3 locations at Bharat Mandapam, New Delhi

Issuer:

General Manager (Information Systems)
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

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1. DISCLAIMER

- a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
- b) This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
- c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption or information contained therein or deemed to form part of this Bid document.
- d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.

- e) The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.
- f) ITPO reserves the right not to proceed with the Bidding Process at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

2. DATA SHEET

S.No.	Description	Detail	
1.	Name of Work	Online bids are invited for selection of Infrastructure Providers Category I (IP-I) for On- Boarding of Telecom Operators, Operation and Maintenance of Telecom Tower Sites at 3 locations at Bharat Mandapam, New Delhi	
2.	Person In charge of Bid	General Manager (Information Systems), ITPO	
3.	Tender Fee	Rs. 5,900 incl GST	
4.	Earnest Money	Rs.30,000 /- per tower per year Which shall be refunded after submission of Performance Guarantee by the Selected Bidder. In respect of other Bidders, it shall be refunded immediately after the letter of appointment to the selected bidder. The amount is required to be paid through DD/RTGS/NEFT. Firms Registered as MSME are Exempted from submitting EMD as per GOI guidelines.	
5.	Performance Guarantee	10 percent of the contract value.	
6.	Accepting Authority	CMD, ITPO	
7.	Bid Validity Period	180 days from the last date for submission of bid.	
8.	Bank Details	Name of the Beneficiary	ITPO
		Name of the Bank	CENTRAL BANK OF INDIA
		Bank Address	PRAGATI MAIDAN, NEW DELHI-110001
		Account No.	1167404133
		Type of	SAVINGS

S.No.	Description	Detail	
		Account	
		IFSC	CBIN 0284078

S.No.	Description	Detail
9.	Method of Selection	Bidder with highest financial Quote
10.	Queries and Clarification	The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is: ITPO Admin Block, Bharat Mandapam New Delhi-110001 (INDIA) Email: rcsharma@itpo.gov.in rsonkar@itpo.gov.in
11.	Pre-Bid Meeting	25/09/2025, 12 pm
12.	Date of Response to Queries by ITPO	27/09/2025, 12pm
13.	Proposal Submission Dates	18/09/2025 , 5 pm
14.	Bid closing date	1/10/2025, 5 pm
15.	Technical Bid Opening Date	3/10/2025, 11 am
16.	Date of Financial Bid Opening	To be notified later
17.	Currency of Financial Proposal	The bidder to state cost in Indian Rupees Only

3. Instructions to Bidders Instructions for Online Bid

3.1 Submission Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information, bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from ITPO Website (www.indiatradefair.com)

3.2 Registration Process

- a) Bidders to enroll on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- c) Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- e) Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / eToken. \

3.3 Tender Documents Search

- a) Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b) There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- c) Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

d) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.4 Bid Preparation

a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be 4 submitted. Any deviations from these may lead to rejection of the bid.

d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi 3 with black and white option.

e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

3.5 Bid Submission

a) Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- c) Bidder to select the payment option as "on-line" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

3.6 Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3.7 General Instructions to the Bidders

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.

2. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'. bids online Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e-Submission of the through the <https://eprocure.gov.in/eprocure/app>. **Instructions to Bidders for submission OF BID**

- I. You are requested to quote your rate of rent in the attached format for price bid (Annexure-IV) in a separate sealed envelope.
- II. You may send your representative to the office of the undersigned at the scheduled date and time of opening of financial Bid.
- III. Offer should be submitted under TWO-BID system in two separate sealed covers i.e. "Technical bid" and "Price bid".
- IV. The bids under Two-Bid System will consist of two parts as per following details: - a) Technical bid (Part 1) consisting of all technical details and b) Price bid (Part 2) indicating price as mentioned in commercial bid.
- V. In stage-one, only the Technical bid (Part 1) shall be opened and evaluated. In stage-two, the Price bids (Part 2) of technically qualified and acceptable offers will be opened, for further evaluation.
- VI. If the opening day falls on any holiday, the date of any of the events mentioned above shall be on the next working day.
- VII. Conditional offer will not be accepted.
- VIII. This Tender is being issued with no financial commitment and the Licensor reserves the right to change or vary any part thereof at any stage. Licensor also reserves the right to withdraw the Tender, should it become necessary at any stage withdraw the Tender.

4. Earnest Money Deposit

- I. An Earnest Money Deposit ("EMD") should in the form of demand draft or bank transfer issued from any of the scheduled commercial bank and should be valid for a period of 90 days beyond the Bid Validity Period (see Data

Sheet), in favour of India Trade Promotion Organisation, New Delhi, payable at New Delhi, for the sum as provided in the Data Sheet.

- II. The Demand Draft in original or a copy of proof of Bank Transfer shall be placed in an envelope and marked as — [EMD for Selection of GBM operator] and not to be opened except in the presence of Authority or an evaluation committee constituted by ITPO. Proposals received without the specified EMD will be summarily rejected.
- III. Authority will not be liable to pay any interest on EMD. EMD of Bidders who do not qualify shall be returned, without any interest, within one month after issue of LOA to the Successful Bidder or when the selection process is cancelled by Authority. The EMD of Successful Bidder shall be returned adjusted against Security deposit to be deducted progressively from the bills to be paid time to time.
- IV. Authority will be entitled to forfeit and appropriate the EMD as loss and damage payable to Authority in regard to the RFP without prejudice to Authority's any other right or remedy under the following conditions:
 - a) If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as envisaged under this RFP (including the Standard Form of Contract); or
 - b) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or
 - c) In case of Successful Bidder, if the Successful Bidder fails to accept the Agreement or fails to provide the Performance Guarantee within specified time limit, or
 - d) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to Authority.
 - e) Seeks amendment of tender terms and such amendment is/are not acceptable to the ITPO.
 - f) Increases the prices quoted during the validity of the quotations and/or the period of extension granted on the validity.
- V. MSME are exempted from payment of EMD as per Government of India Guidelines.

5. Performance Guarantee: A Performance Guarantee equivalent to the amount indicated in the data sheet shall be furnished by the Successful Bidder before entering into the Agreement with Authority in the form of a Bank Guarantee as

per format specified in the RFP. The Performance Guarantee shall be returned after the completion of the project. The Successful Bidder shall be required to submit the Performance Guarantee with validity and claim period complying with above mentioned timelines.

- I. Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case maybe, from participating in any project or tender and the bar subsists as on Proposal Due Date, would not be eligible to submit a Proposal.
- II. A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
- III. Successful Bidder has to submit Performance Security of validity period of 60 days (Sixty) beyond the date of completion of all contractual obligations including extension period **.Performance Security should be received within 10 days from the date of award of contract.**
- IV. No interest shall be payable on Performance Security. Performance Security shall be released in accordance with the terms of the contract.
- V. The Performance security will be forfeited if successful bidder:
 - a) Unable / unwilling to service the contract for any reason.
 - b) Withdrawal in letter / spirit from servicing the contract prior to stipulated expiry date of the contract, including extension period opted by the ITPO, if any.
 - c) Bids without a valid EMD/ Tender fees will be rejected straightway.

6. REQUEST FOR PROPOSAL

6.1.1 OBJECTIVE: The main objective of this project is to appoint an Infrastructure Providers Category I (IP-I) for On- Boarding of Telecom Operators, Operation and Maintenance of Telecom Tower Sites at 3 locations at Bharat Mandapam, New Delhi.

6.1.2 The Client – ITPO: India Trade Promotion Organisation (ITPO), a premier trade promotion organisation, manages India`s premier trade fair complex, Bharat Mandapam in New Delhi. ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. ITPO has re-developed its landmark exhibition ground Bharat Mandapam into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre ("IECC").ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. It holds various domestic & third-party events in Bharat Mandapam, New Delhi round the year. It manages India's world class exhibition complex which is constantly upgraded to keep it in a high standard of readiness.

6.1.3 General Manager, I.T. Services Division, ITPO invites online bids through limited tender from Infrastructure Providers Category I (IP-I) for On-Boarding of Telecom Operators, Operation and Maintenance of Telecom Tower Sites at 3 locations at Bharat Mandapam, New Delhi.

7. Responsibilities of the Bidder

- i. The telecom infrastructure provider shall be bound to share the infrastructure with multiple telecom operators. (Minimum 01 operators must operate).
- ii. Any installation of telecom solution in the area of ITPO must have an attestation well in advance from the competent authority of ITPO.
- iii. IP will take the responsibility of any accidental incident such as technical/ equipment based/ security standards. ITPO will not be responsible for any such incidences.
- iv. IP should meet all the eligibility criteria as per the DoT guidelines and should have all the required compliance certificate/approval in place to provide shareable (mandatory) telecom solution such as Ground based mast/ Ground based tower.
- v. For adding every new telecom service provider or additional**

antennas the IP must take written consent of ITPO.

- vi. The IP should adhere to all the rules and regulations of Govt. of India published from time to time.
- vii. The IP should obtain all approvals, permits etc. from all concerned departments/authorities at their own cost and discharge all obligations thereof.
- viii. Cumulative radiation from the cell tower should be within the approved limit range of Govt. of India and its dealing organizations. The IP/ISP will have to obtain the necessary audit/certification, from the concerned authority as per GoI norms.
- ix. The licensee shall not use the premises for any other than the one for which it has been licensed.
- x. Installation of towers/ antennae shall not violate the provisions of the NDMC Act, 1994 and bye-laws made there under.
- xi. The cell operator shall take special precautions for fire safety, lightening etc. in case of natural disaster.
- xii. The Applicant shall ensure safety and security of all installations/utilities/ facilities during operation of cellular tower and shall be solely responsible for compensation/ indemnification of concerned authority for damage caused/ claims or replacements sought for at the cost and risk of Applicant to the concerned authority.
- xiii. Bidders will have to take over all the allotted sites within **60 days** from the date of issue of the letter of acceptance failing which the allotted sites will be treated as deemed to have been handed over and the license fee will be charged accordingly.
- xiv. Supply, Installation, Operation and Maintenance of 3 Nos. of GBM and associated infrastructure capable of providing Managed GBM/RTP colocation services to minimum one cellular operator.
- xv. Bidder shall make necessary arrangements to provide required power supply at the site to at least three operators and ITPO shall facilitate permission from Railway for raw power. The bidder shall arrange sub-meters at his cost to each of the tenant.
- xvi. Power backup (DG/Battery) catering the load of telecom operators has to be arranged by the selected bidder at his own cost. Housing of DG set/Batteries has to be ensured within the approved space only. Additional space/rack will be permitted, subject to feasibility, on chargeable basis. All the equipment envisaged in the said collocation shall be housed on the approved structure only.
- xvii. SACFA, WPC and any other statutory clearances are bidder's responsibility for operation of these sites.
- xviii. Any damage to the GBM/RTP structure and other property due to negligence of bidder in course of installation and maintenance shall be made good by bidder and the entire cost including incidental charges will be borne by the bidder.
- xix. Before operationalization of GBM, bidder shall obtain siting clearance from

- concerned authorities to ensure that no interference with other wireless users, no aviation hazards and no obstruction to any other existing microwave links.
- xx. Bidder shall ensure that all requisite safety measures are taken to guard against human health & life and advise the precautions to be taken by personnel during operation and maintenance.
 - xxi. ITPO may utilize tower/equipment room outer surface for branding purpose "As and when require" without any cost payable to the bidder(s), subject to technical feasibility. However, any type of branding may not be allowed to successful bidder(s).
 - xxii. Proper earthing of the installation will be ensured by IP to avoid any stray voltage arising out of premises.
 - xxiii. Proper lighting protection and firefighting devices will be installed by The service provider.
 - xxiv. Standards for exposure limits of radio frequency and technical Requirements as prescribed by DoT from time to time will be ensured by the bidder.
 - xxv. IP will bear the cost of Electrical connections incurred to the ITPO as per prescribed rate of Bharat Mandapam. ITPO will provide Electric Connection with Mains Power only. The bidder has to provide UPS & DG supply to the site as per the load/need.

8. TECHNICAL TERMS AND CONDITIONS

S.No	Qualitative Requirements	Compliance
1	The bidder shall be IP-1 license holders.	Copy of valid IP-1 registration.
2	Bidder shall be a company registered in India since the last five years, w.e.f , 01/04/2025	Copy of Certificate of incorporation
3	Company should be registered with DoT and/or Telecom Regulatory Authority of India	(enclose Certificate)
4	Furnish Undertaking that your company will permit sharing of towers by other telecom Service Providers.	Self-certified undertaking
5	Service providers will arrange frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with signal Authority.	
6	Service providers should obtain SACFA	Certified Copy of the

	clearance as per the laid down procedure, for a particular latitude and longitude. They will not be permitted to move the antenna towers as per their convenience.	permission letter to be submitted
7	PAN Card and GST Registration Certificate	Certified Copy
8	Photocopy of Audited Balance Sheet and ITR for the last three years, i.e 2023-24, 2022-23 and 2021-22.	CA Certificate
9	The Bidder should have positive net worth during the last three financial years i.e (2023-24, 2022-23 and 2021-22) ending 31st March of the previous Financial Year as on Last Bid Submission Date. The net worth should be applicable to bidder and not for its group companies/ subsidiary companies/ parent company/ consolidated.	Statutory auditor certificate or CA certificate, with UDIN.
10	Power of Attorney to sign the tender document in case of partnership firm/company	
11	Declaration regarding the acceptance of terms and condition of the tender document	
12	Bidder shall be solely responsible for the execution of the project as a single point solution provider	Self-undertaking by the bidder
13	Bidder must not have been blacklisted by any Government Department/ PSUs/ Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid.	Undertaking to be submitted
14	Registration with ESI and EPFO	Copy of valid registration certificate duly certified shall be submitted

9. LOCATION DETAILS OF 3 SITES at Bharat Mandapam.

- I.** GBM Location Number_1 (Back side of Hall 1) _Lat:28.616017 Long: 77.240814
- II.** GBM Location Number 2 (Near Gate No.7) Lat: 28. 619946 Long: 77.240708
- III.** GBM Location Number_3 (Back side of Hall No.6) Lat: 28. 615438 Long: 77.247024

Note: Each of the 3 GBM sites occupies approximately a space of 129.2 sqft.

10. Selection Criteria

- i. A monthly rental fee for each site is required to be paid by successful bidder. A Base price of Rs.35,000 per GBM site per month(exclusive of applicable GST) has been fixed as Reserve price for the bidders. The bidder quoting the highest financial Bid (H1) shall be awarded the work for operation, maintenance of the three GBM sites at Bharat Mandapam.
- ii. The bidder has to quote their price as rental fee for space. The rental fee (H1), quoted shall be applicable per location.
- iii. The work will be awarded to the bidder with highest rates i.e. H-1 bidder. A rental agreement will be executed with the successful tenderer(s) after award of the work.

11.Duration of contract:

- 11.1 The duration of the contract for each location will be 8 years.
- 11.2 The selected qualified bidder(s) shall be given 45 days' time to install the mobile tower from the date of letter of award. After expiry date of 45 days, the rent against the allotted site/space shall be charged from the selected bidder, irrespective of whether the towers have been installed by the bidder or not. No communication/grievance on this account shall be entertained.

12.NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- 12.1 The Bidder whose bid has been accepted shall be notified of the award by ITPO, by registered letter, or by official mail. The bidder shall acknowledge in writing, the receipt of the Letter of Intent/ Notification of award of work and shall send his acceptance to enter into the Contract within three (3) days from the receipt of the Letter of Intent/ notification of work award. Bidder shall also enter into the agreement with ITPO on non-Judicial stamp paper of Rs 100/- within 7 days of acceptance.
- 12.2 The successful bidder on receipt of letter of award from ITPO shall sign a rent agreement within 15 days from the letter of award consisting of the Notice Inviting Tender, all the documents including additional conditions, special condition shall form part of the agreement.

13. Cost of Bidding: The Bidder shall bear all the costs associated with the preparation and submission of its bid and ITPO will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14. Language of Bid: The language of the bid response and any communication with ITPO must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

15. Amendment of Bidding Documents: Prior to the last date for bid-submission, ITPO may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/covenants by amendment. Clarification /amendment, if any, will be notified on ITPO's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, ITPO may, at its discretion, extend the last date of submission of bids.

16. Offer Validity Period: Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by ITPO. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by ITPO in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

17. Rejection of Bid : The Bid is liable to be rejected if:

- a) The document does not bear signature of authorized person in each page and duly stamped.
- b) It is received through Fax/E-mail/dropped in tender box.
- c) It is received after expiry of the due date and time stipulated for Bid

submission.

- d) Incomplete bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the ITPO.
- e) It is evasive or contains incorrect information.
- f) Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- g) Bidder should comply with all the points mentioned in the scope of work, technical specifications and all other clauses of RFP. Non-compliance of any point will lead to rejection of the bid.
- h) Non-submission of bid security/EMD/Integrity Pact (IP)
- i) Unpriced Commercial Offer is not submitted along with Technical Offer. Format of Commercial Offer differs from unpriced commercial Offer.
- j) Bids dropped in tender box or submitted in physical hard copy format.

18. Amendment of bidding documents:

- a) At any time prior to the date for submission of bids, ITPO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments.
- b) Amendments, if any will be notified through ITPO's web site to all prospective Bidders, which have received the Bidding documents and will be binding on them.
- c) In order to provide, prospective Bidders, reasonable time to take the amendment into account for preparing their bid, the Purchaser may, at its discretion, extend the last date of submission of bids.
- d) Any modification of the RFP, which may become necessary as a result of the queries, shall be made available by ITPO exclusively through the issue of Corrigendum on ITPO's website www.indiatradefair.com, government tender portal www.eprocure.gov.in.

19. Late Bids: Any bid received by ITPO after last date and time of submission of bid prescribed by the ITPO, may be rejected and/or returned unopened to the Bidder. ITPO reserve right to accept or reject any such bids without assigning any reason thereof.

20.Arbitration

- a)All disputes and differences of any kind whatever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts in New Delhi.
- b)Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at New Delhi, India only.
- c)The vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the ITPO or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.
- d)The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Bharat Mandapam, New Delhi.

21.Assignment/ Subcontract/ Consortium:

- a)The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ITPO prior written consent.
- b)In case of subcontracting permitted, the contracting vendor is responsible for all the services provided to ITPO regardless of which entity is conducting the operations.
- c)The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and ITPO can obtain independent audit report for the same.
- d)The bidder should provide subcontracting details to ITPO and if required, ITPO may evaluate the same.
- e)The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof. Bidding in consortium is not allowed for this empanelment.

22.Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of ITPO, nor seek to be treated as employees of ITPO for any purpose, including claims of entitlement to fringe benefits provided by ITPO, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India. Any increase or decrease in the taxes shall be passed on to bidder.

23.Pre-Bid Meeting:

- a) Applicants to send their requests to email id mentioned in Data Sheet for receipt of the web-link for participation in the Pre-Bid Meeting.
- b) All queries by prospective applicants must be sent to the following email id mentioned in Data Sheet.

24.INDEMNIFICATION

- The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider and recovered in accordance with law.
- In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.

- The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.
- Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

25.JURISDICTION

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

26.CONFIDENTIALITY

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

27.INTELLECTUAL PROPERTY RIGHTS

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by

the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

28.FORCE MAJEURE

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

29.Payment Terms of depositing the monthly rent : To be deposited in advance by 15th of preceding month through Bank Draft/Banker Cheque drawn in favour of India Trade Promotion Organisation, New Delhi or RTGS/NEFT.

30.SPECIAL CONDITIONS

1. The successful bidder shall be responsible for obtaining all statutory permissions and licenses and to comply all statutory rules in this regard.
2. GST shall be charged extra from the qualified bidder on actual rates notified by the Government from time to time.
3. The charges of Power/Electricity consumed during the execution of the contract shall be payable as per approved rates of electrical division of ITPO. rates shall be

revised by electrical division of ITPO as per policy.

4. The rental agreement will be initially for a period of 8 years subject to extension of time with mutual agreement and subject to successful performance of the agreement.
5. In case there are directions from local body/ Govt. of India / Govt. of Delhi regarding objections to the Tower, the same shall have to be followed in letter and spirit and no claim whatsoever shall be entertained by this office.
6. It will be the responsibility of the qualified bidder to remit the rent in advance i.e. rent of the particular month shall be remitted by 15th of every month i Failure to deposit the rent in time will attract late payment charges @ 1.5% per month. Persistent default in payment of the rent continuously, for six months will attract encashment of the Performance Security after that the same will have to be refurnished.
7. Telecom installations by successful bidder(s) shall be aesthetic and presentable. ITPO may utilize tower/equipment room outer surface for branding purpose as and when required without any cost payable to the bidder(s). However, any type of branding may not be allowed to successful bidder(s).

31.Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- 31.1** The bidder/ bidder's contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify ITPO from and against any claims under the aforesaid Act and the Rules.
- 31.2** The bidder/bidder's contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
- 31.3** The bidder/bidder's contractor shall pay to labour employed by him directly or through Sub Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
- 31.4** In respect of all labour directly or in directly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

31.5 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the, ITPO is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of ITPO due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules ITPO will recover from the bidder, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of ITPO under Section 20, Sub section (2) and Section 21, Sub-section (4) of the aforesaid Act, ITPO shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by ITPO to the bidder whether under the contract or otherwise. ITPO shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub section (4) of Section 21 of the aforesaid Act except on the written request of the bidder and upon his giving to ITPO full security for all costs for which ITPO might become liable in contesting such claim. The decision of ITPO regarding the amount actually recoverable from the bidder as stated above shall be final and binding on the Contractor.

Annexure-I: BIDDER PROFILE FORM

S. No.	Particulars	Description/Details	Reference Documents	Page No.
A.	Name of Bidder		-	-
B.	Contact Details		-	-
	Address			
	Telephone No.			
	Fax			
	Email			
	Website			
C.	Incorporation Details		Certified copy of incorporation under Indian Companies Act, 1956	
	Incorporation Number			
	Date of Incorporation			
	Authority			
D.	GST Regn Details		Certified copy of valid GST Registration in India	
	GST No.			
	Date			
	Registration Authority			
E.	Legal Status of Company			
F.	Name of Authorized Signatory		Special Power of Attorney, duly authorizing the person signing the bid documents to sign on behalf of the bidder and thereby binding the bidder	
	Position			
	Telephone			
	Fax			
	Mobile			
	Email			
J	Number & Address of Offices			
	a) In India			
	b) Outside India			
Full Name and Signature of the Authorized Representative:				

Annexure-II

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder) _____

To,

Dear Sir/Madam,

1. I submit the Price Bid for "**E-Tender for licensing out 3 locations/
spaces telecom**" and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except Service Tax.

Authorized Signatory

(Signature of the Authorized Person)

Annexure-III

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Work: - Tender Reference No: _____ Name of Tender /

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned

tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

7. I/We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

8. I/We hereby tender for the allotment of sites on rent at Bharat Mandapam within the time specified in relevant clauses and referred terms and conditions.

9. I/We agree to keep the tender open for Ninety (180) days from the due date of its opening and not to make any modifications in its terms and conditions.

10. A sum equivalent to **Rs. 30,000/-** has been deposited as Earnest Money Deposit in favour of India Trade Promotion Organisation, New Delhi. If I/we fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said CMD, ITPO or his subordinate officers in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to take over the locations within the specified time period, I/we agree that CMD, ITPO or his subordinate officers in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards Performance Guarantee .

11. I/We hereby declare that I/We shall treat documents and other records connected with the work as secret/ confidential documents and shall not communicate information /derived there from to any person other than a person to whom I/We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-IV**Financial Bid**

E O I No.

Dated:

Sr. No.	Item Description	Area	Units	Total Amount Without taxes Rs. P.	GST Rs. P @18 %	Total Amount With all Taxes
1	Monthly Rent for Mobile / Telecom Tower at Bharat Mandapam, Delhi Area allotted for tower – 129.16 sq.ft. per GBM Note: (1) Total Figure in Monthly Basis. (2) Bidders are requested to quote only above the estimated rate for per site (3) There are total of 3 sites each measuring 129.16 per sqft,	129.16 per GBM site	sq.ft.	35,000/-	6,300/-	41,300/-
				Total		41,300/-

Net Amount in words _____

- (a) I agree that the licensor India Trade Promotion Organisation, shall be entitled to round off the license fee to be computed according to the total area of the premises to the next upper multiple of hundred rupees.
- (b) I also agree that the licensor shall be entitled to enhancement @5% per annum in the total license fee (as computed in above) duly rounded off as aforesaid every year.
- (c) I also agree to abide by all the terms and conditions stipulated in the entire EOI document.

Date:

Authorized Signatory-----

Full name of the Signatory---

----- Name and

Address of the firm-----

-

Seal -----

Draft Agreement

This agreement is made on this theday of, 2025

Between

INDIA TRADE PROMOTION ORGANISATION, DELHI incorporated as a section 25 Company under Companies Act'2013, having its office at Bharat Mandapam (herein after referred to as the Institute or Licensor), through its, which term shall unless it be repugnant to the context or meaning thereof, means and includes its successor and assigns, of the First Part.

And

_____, a Company incorporated under the provisions of Companies Act, 1956 and having its Registered Office at _____ and corporate office at _____, acting through its Authorized Signatory Shri _____ vide Board resolution dated _____ (herein after referred to as the "Licensee or contractor"), which expression unless repugnant to the context and/or meaning thereof, includes its successors and permitted assigns, of the Second Part.

And whereas, the Licensor has decided to operationalize 3 GBMs constructed in Bharat Mandapam to enable seamless voice and data mobile telephony network within its campus to be given on license through competent mobile tower companies.

And whereas, the Licensor is the absolute owner in possession of the GBM on its campus.

And whereas, the Licensor had accordingly invited Expressions of Interest (hereafter referred to as the EOI) from the interested parties having the technical capability, competence and know how along with the related infrastructure.

And whereas, out of the Expressions of the Interest received from the interested parties, the EOI of M/s..... has been found to be the most suitable.

And whereas, after considering all the aspects of the matter, both the parties have read, understood and consented/agreed to the terms, conditions and stipulations provided in the EOI document and to enter into a contract agreement to establish the mobile telecom towers on the premises of the Institute.

Now therefore, this deed of agreement witnesses, and the parties hereto agree to the terms and conditions set forth here as under;

Terms and conditions of the contract

Scope of Contract

1. The scope of contract comprises of installation and operationalization of Mobile/Telecom Towers and operating them to enable round the clock availability uninterrupted mobile telephony network besides other facilities as may be incidental to.
2. The scope of contract also includes the necessary manning of the sites by the contractor with full costs to be borne by the contractor itself.
3. It is a term of the contract that the mobile telecom towers shall be shared towers and the contractor shall in variably include, but not limited to the Airtel, Vodafone-Idea, Jio besides others, if any, to facilitate all the Mobile Telecom operators and to enable them in providing smooth mobile telephone services/network on the campus.

Definitions

1. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.
 - a. "ITPO" means the India Trade Promotion Organisation, Delhi through its CMD or its representative.
 - b. "Contractor" means the person or persons, firm or company whose EOI has been accepted by the Institute and contract has been awarded and includes the contractor's authorized representatives, successors and permitted assigns.

Documents Forming the Contract

1. Annexure I to V of the RFP.

Duration of the contract

1. The duration of the contract will be for **Eight YEARS** from the date of signing the contract.

License Fee, Electricity Charges & Other Provisions for Licensed premises:

1. The contractor shall be liable to pay the license fee regularly by 10th of each successive month on total measured square meter basis for all the licensed premises. The total area allotted / licensed to the contractor shall be duly measured by the Institute and communicated in writing by the ITPO. The License Fee would be at the rate determined by the Institute or at the rate offered by the contractor in its EOI and which shall be subject to change from time to time at the discretion of the

ITPO. GST and other applicable taxes shall be paid extra by the licensee.

2. In case of failure to pay the License fee within the stipulated time as aforesaid, the contractor shall be liable to pay a sum of up to Rs. 5000/- p.m. over and above the License Fee on cumulative basis towards delay charges. Further, the ITPO may impose a penalty @ 1.5% per month of actual dues (to be rounded off to the multiple of next hundred) over and above the same.
3. The ITPO would provide power connection to the contractor for its tower business. However, the contractor shall be liable to pay the electricity charges for all the licensed premises on actual consumption basis to the ITPO at the then prevailing rates (for commercial establishments) along with the payment of monthly License fee. For the purpose, there shall be a meter duly installed at every individual premise. The electricity charges shall, however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid, at the then prevailing rates. The ITPO for the purpose would either raise the bills or otherwise inform the contractor regarding the payable dues.
4. If the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf. The connection would be restored on payment of Rs. 5000/- after the outstanding dues have been duly paid in full.
5. Non-payment of License fee, the electricity charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the ITPO and which shall not be subject to challenge by the licensee under any circumstances, whatsoever.
6. The contractor shall use the premises ONLY for which it has been given by the ITPO under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
7. The contractor shall in writing, intimate the ITPO the name, designation and address besides the contact no. of the competent person to whom, routine correspondence would be addressed by the ITPO.
8. Description and boundaries and total area in square meter of the respective land areas/premises hereby granted shall be communicated to the contractor in due course and the communication regarding this measurement of the land areas shall also be deemed to be an integral part of this agreement.
9. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the ITPO. The contractor shall always use the premises in a prudent and careful manner as if it were his own.
10. Applicable property tax is included in the license fee to be paid by the

bidder.

Assignment & Subletting

The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there- under without written consent of the ITPO. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.

11. The ITPO shall not permit the said allotted location or any part thereof being used for any other purpose except for installation of telecom tower to provide telephone service network and in default thereof, shall be liable for cancellation/termination of allotment. Sharing of infrastructure with second and more telecom operators without prior permission of the ITPO will be considered as a breach of contract. If found so, the ITPO shall at its discretion, have the right to cancel the allotment of site and all amounts against the site will be forfeited or otherwise impose penalty up to an equal amount of the Security Deposit.
12. If at any time, it is detected that the License premises or any part thereof has been sublet or assigned to any other entity by the contractor, the ITPO would be at liberty to terminate the contract forthwith without giving any time to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion. In case of subletting is proven, the agreement is liable to be terminated
13. The entire business of the licensed premises shall be carried out in the name and at the behest of the contractor.
14. The contractor or his authorized/competent representative, whose intimation would be provided in writing in advance to the Licensor, shall always be available whenever it is so necessitated.

Liability of GST and Other Taxes

15. The contractor shall be absolutely liable for payment of GST to the ITPO on the License Fee and any other charges as may be applicable from time to time.
16. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

General Terms relating to Installation of Towers

17. The selected agency shall install the Mobile Tower in such a way that the radiation caused by the Mobile Tower is minimal and is not detrimental to the health of people in the surroundings.
18. The mobile tower company shall be liable to follow all the standard rules

and regulations regarding radiation from mobile tower as specified by the Govt. of India, Dept of Telecommunication from time to time & shall produce all the necessary documents, as required by laws. The party/contractor shall invariably comply with the provisions of the policy of Jurisdictional Municipal Corporation or any other local/state/Central Govt. authority related to the installation of mobile tower.

19. The ITPO will only provide the GBMs on "As is where is basis" while the entire construction/erection work comprising civil, electrical, broadband connection etc. shall have to be arranged by the contractor as per its own and at its own cost. However, should any NOC be required from the ITPO, the same will be provided protecting the interests of the ITPO.
20. No alteration, modification or structural changes in the area/demised premises shall be undertaken by the bidder without written prior permission of the ITPO. However, the contractor may undertake whitewash/ color wash / floor painting and install their furniture, fixtures etc. at its own cost. The contractor shall also not tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.
21. For the purpose of this contract, unless a contrary intention appears from the subject or context, the term installation of Mobile / Telecom Tower will consist of ground accommodation only. The ITPO reserves the right to alter the location and measurement of the said sites, if necessary, without assigning any reason and no compensation will be granted to the licensee on this account.
22. The Towers would be shared towers and regarding the deliverables, the contractor shall install its GBM, BTS, PIU and other equipment's etc., electrical or otherwise, as also optical fiber cable, as may be necessary, to enable cover all communications falling under the categories of **4G**, **5G** or any higher capacity networks to enable seamless voice and data, both.
23. The contractor shall be bound to adhere to and comply with all regulations in force from time to time of any/all competent authorities particularly regarding the following:
 - a. EMF radiation norms. For payment of all penalties for non-compliance of such norms shall entirely be the responsibly of the contractor only.
 - b. The required self-certification or other like compliances and submission thereof to the authorities concerned shall be the responsibility of the contractor.
 - c. Prompt communication of any changes in the Government norms. The contractor shall immediately communicate the same to the ITPO in writing and implement the changes within the stipulated time frame.

24. The ITPO will review the functioning/performance of the Contractor periodically and may intimate the contractor based on non-performance and non-fulfillment/breach of obligations contained in the contract after providing a fair opportunity to be heard. In case, the ITPO is not satisfied with the reply of the contractor and/or the contractor does not rectify any breach within the time given by the ITPO, the ITPO may terminate the contract.
25. In the case of dispute regarding unsatisfactory services by the contractor, decision of the ITPO will be final and binding.
26. The licensee shall arrange/obtain all necessary clearances/formalities from all other statutory authorities concerned to establish and operate the mobile/Telecom tower.
27. The licensee shall be governed by the rules, regulations and installation of Mobile/Telecom tower policy and instructions of the ITPO which are in force, or which may hereafter come in force governing the use of the said land.

Cleanliness

28. It shall be the liability of the contractor to keep and maintain the licensed premises neat and clean at all hours.
29. Garbage and waste disposal should be done as per the ITPO norms.

Deployment of Workmen

1. The contractor shall be responsible to deploy any number of workmen as may be deemed appropriate for carrying out its business smoothly and meet the onus in all respects regarding them under any law/enactment/rules/statutes etc. as may be applicable from time to time. The ITPO shall be wholly immune in this regard.
2. The workers, if any, shall invariably carry their ID Cards (to be provided by the contractor at its own costs) and shall be produced to the security personnel and other ITPOs authorities, whenever asked for.
3. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
4. The contractor shall be bound to remove any such worker and disallow him/her from entering into the ITPO premises whom the ITPO does not deem appropriate to continue within the ITPO premises for administrative or any other reasons.
5. The contractor shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the ITPO shall have no concern, whatsoever, with all the above-mentioned matters.

The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.

6. The contractor shall further be liable to make good the loss to the property of the ITPO, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
7. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the ITPO's premises.

Compliance of Statutory Obligations and Other Provisions

8. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to the laws relating to minimum wages to workers, employee's compensation and Goods and Service Tax etc.
9. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the ITPO that may be in force from time to time including all the labour laws, employees' compensation and the minimum wages.
10. The Contractor shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the ITPO due to the contractor's failure, as well as the ITPO's license fee, electricity charges and other dues etc. The contractor shall pay all such dues to the ITPO within fifteen days from the receipt of letter issued by the ITPO in this behalf failing which; the same would be recovered/realized from the contractor's security deposit.
11. The ITPO shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities / municipal corporation / courts / forum etc. as well as the provisions of this contract agreement. In case, the ITPO is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the ITPO would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
12. The contractor would comply with all guidelines / instructions issued by

the ITPO Orders / instructions of security authorities concerning the security/safety issues and ITPO discipline.

13. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the License premises.
14. The licensee shall allow the ITPO officials free access at all time, to the said land and shall whenever so requested by the ITPO, forthwith pull down or replace any structure which the ITPO considers to be improperly situated.
15. The Licensee must provide its own security, and the ITPO shall not be liable for any loss or damage, whatsoever, caused to the property belonging to the licensee stacked on the land here by licensed.
16. It will be obligation on the part of the licensee to keep adequate firefighting arrangements such as fire buckets filled, with water or fire sand in the site etc. at its own expense.

Secrecy of Data

17. The contractor shall be bound to keep the data, if any, absolutely secret and unto itself and the same shall under no circumstances, whatsoever, relay, divulge, transfer or leak to any person/party for any purpose save under written permission from the ITPO. The breach of this term would be deemed to be a serious breach of the contract rendering the contract liable for outright termination without giving any time. The total security deposit would also be liable to forfeiture and no explanation shall be entertained

that the breach has been caused because of lapse on the part of the contractor's employee (s)/system.

Security Deposit

18. The contractor shall have to deposit a Performance security of 10% of the contract value in favor of "India Trade Promotion Organisation, Bharat Mandapam" payable at Delhi, which should be valid till three months after the completion of the contract duration.
19. The security deposit as aforesaid shall be deposited within 15 days of the award of the contract.
20. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days either on its own or of the receipt of notice in this behalf, through another BG, as aforesaid.
21. In case of, in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the CMD shall have the power to adopt the course as may be deemed by him best suited to the ITPO including to rescind the contract (of which decision, notice in writing to the contractor

by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the ITPO. Besides, for the recovery of any amount more than the security money, the ITPO shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.

22. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the ITPO, its security deposit may be forfeited either in part or in full as the ITPO may deem appropriate.
23. The security would be refundable without any interest six months after the expiry/determination of the contract, on written request being made by the contractor in this behalf. The same will further be subject to any deductions as may be necessitated regarding the performance of the contract.

Termination of contract

24. Either party may terminate the contract by giving 90 days' notice to the other party without assigning any reasons, whatsoever.
25. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
26. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the ITPO @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1st month which shall increase in telescopic method from 2nd month onwards i.e. for 2nd month – damages + 10% of rate of damages; for 3rd month – damages + 20 % of rate of damages. For 4th month – damages + 40% of rate of damages and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the ITPO at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract. Besides, the licensee shall also be liable to pay interest @ 18% per annum on the actual dues/arrears towards the license fee/ penal damages.

The ITPO shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging

27. to the contractor in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the ITPO
28. The contractor shall be entitled to remove its goods, fittings, fixture etc., at its own cost and hand over the space to the ITPO after restoring it in the same condition in which it existed at the time of commencement of the agreement.

In case of failure in this regard, the ITPO shall have absolute right to dispose of the remains at its disposal, the way it deems appropriate and the cost incurred thereof would be recovered through such disposal or any other lawful manner.

29. The contract will be terminated immediately, if the Licensee is found to be associated with any misdeeds, anti-social, anti-national or undesirable activity inside & nearby the allotted site.
30. The ITPO reserves the right to terminate the contract at any time by giving 90 days' notice in writing of its intension to do so and the licensee shall on expiry of the period of notice to vacate the land, remove all material and structure, if any, belonging to the licensee in the manner, as aforesaid.
31. Any notice to be served on the licensee shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the licensee at its last known place. Any notice to be served by the licensee on the ITPO shall be deemed to be sufficiently served if delivered at the address given in the EOI document or sent by the registered post.

Contract Documents and their interpretation

1. The original agreement shall remain with the ITPO while a photocopy thereof may be had by the contractor, if it so wishes.
2. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the ITPO through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question.

Force Majeure

1. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of God, war, revolt, riot, fire, flood and acts and regulation of the Government of India or any of its authorized agencies.
2. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
3. The time for performance of relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the ITPO without any penalty.
4. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the ITPO shall have the option of cancelling the Agreement in whole or in part thereof at its sole discretion. Any situation of force majeure

shall not be payable by the ITPO under any circumstances. For the period of force majeure, no amount shall be payable to the Licensor excepting the license fee and the electricity dues.

Dispute/Arbitration:

5. Except as otherwise provided anywhere in this Agreement, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the CMD of the ITPO at the time of dispute.
6. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reason from the position of arbitration, it shall be lawful for the CMD of the ITPO to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to precede de-novo.
7. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
8. It is a term of the Agreement that the cost of arbitration shall be borne by the parties themselves.
9. The venue of the arbitration shall be at Delhi.
10. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

Jurisdiction:

1. The Agreement shall be governed by and construed according to the laws in force in India. The Parties shall hereby submit to the jurisdiction of the courts situated at Delhi for the purpose of actions and proceedings arising out of the Agreement and the courts at Delhi only, shall have the sole jurisdiction to hear and decide such actions and proceedings.

In Witness whereof, the Parties hereto have set their hands on the day, month and year mentioned herein above

On behalf of

M/s

Authorized Signatory

Full Name; Designation: Seal:

On behalf of

ITPO

Signature of Competent Authority

Full Name; Designation:

Seal:

Witnesses

1. Signature:

Name

2. Address:

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3. Signature: Name: Address:

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Witnesses

1. Signature: Name: Address:

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2. Signature: Name: