

# **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/-  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.  Rs. 30,000/- is required to be paid through DD/RTGS/NEFT. Firms Registered as MSME are Exempt from submitting EMD as per GOI guidelines.
5.	Performance Guarantee	5% of the Bid Value /- multiplied by 12 (x) 3.
6.	Accepting Authority	CMD, ITPO

S.No.	Description	Detail		
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 Account	SAVINGS	
		IFSC	CBIN 0284078	

S.No.	Description	Detail
9.	Method of Selection	Bidder with highest financial Quote above the Reserve Price.
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: <a href="mailto:rcsharma@itpo.gov.in">rcsharma@itpo.gov.in</a> <a href="mailto:rsonkar@itpo.gov.in">rsonkar@itpo.gov.in</a>
11.	Pre-Bid Meeting	6/05/2025, 11am
12.	Date of Response to Queries by ITPO	7/05/2025, 2pm
13.	Proposal Submission Dates	Start date/time: 2 <sup>nd</sup> May, 2025, 4:00 pm End date/time: 15 <sup>th</sup> May, 2025, 5 PM
14.	Technical Bid Opening Date	17 <sup>th</sup> May' 2025, 11 am
15.	Date of Financial Bid Opening	To be notified later
16.	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](http://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>.

#### **4. 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.

#### **5. 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.

**6. 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 i.e. total 32 months. **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.

## **7. REQUEST FOR PROPOSAL**

**7.1 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.

**7.2 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.

**7.3** 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.

## **8. Responsibilities of the Bidder**

- i. The telecom infrastructure provider shall be bound to share the infrastructure with multiple telecom operators. (Minimum 02 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/ISP 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/ISP 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 the IP/ISP must take written consent of ITPO.**
- vi. The IP/ISP should adhere to all the rules and regulations of Govt. of India published in time to time.
- vii. The IP/ISP 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 frequency 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. No Diesel Generator sets are allowed at the tower site to cater to the power requirements of the antenna.
- xiii. The Applicant shall ensure safety and security of all installations/utilities/ facilities during installation 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.
- xiv. Bidders will have to take over all the allotted sites within **30 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.
- xv. Supply, Installation, Operation and Maintenance of 3 Nos. of GBM and associated infrastructure capable of providing Managed GBM/RTP colocation services to minimum three cellular operators.
- xvi. 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.
- xvii. 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.

- xviii. SACFA, WPC and any other statutory clearances for bidder's operation at these sites.
- xix. 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.
- xx. Before installation of GBM/RTP, bidder shall obtain siting clearance from DoT to ensure that no interference with other wireless users, no aviation hazards and no obstruction to any other existing microwave links.
- xxi. 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.
- xxii. ITPO may utilize tower/equipment room outer surface for branding purpose "As and when require" without any cost payable to the bidder(s). However, any type of branding may not be allowed to successful bidder(s).
- xxiii. Proper earthing of the installation will be ensuring by the service Providers to avoid any stray voltage arising out of premises.
- xxiv. Proper lighting protection and firefighting devices will be installed by The service provider.
- xxv. Standards for exposure limits of radio frequency and technical Requirements as prescribed by DoT from time to time.
- xxvi. IP/ISP 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 provider has to provide UPS & DG supply to the site as per the load/need.



**9. TECHNICAL TERMS AND CONDITIONS**

<b>S.No</b>	<b>Qualitative Requirements</b>	<b>Compliance</b>
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 (minimum 01 and provision for 03) telecom Service Providers.	Self-certified undertaking
5	Service Provider should initially provide 2G, 3G, 4G and Upward Services.	
6	IP/Service Providers should have two or more sharing consent letter along with one anchor tenant will eligible for Bidding.	Certified copies of the consent letter to be submitted
8	Service providers will obtain frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with signal Authority.	
9	Service providers should obtain SACFA 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.	Certified Copy of the permission letter to be submitted
10	PAN Card and GST Registration Certificate	Certified Copy
11	Photocopy of Audited Balance Sheet and ITR for the last three years, i.e 2023-24, 2022-23 and 2021-22.	CA Certificate
12	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.
13	Power of Attorney to sign the tender document in case of partnership	

	firm/company	
14	Declaration regarding the acceptance of terms and condition of the tender document	
15	Bidder shall be solely responsible for the execution of the project as a single point solution provider	Self-undertaking by the bidder
16	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
17	Registration with ESI and EPFO	Copy of valid registration certificate duly certified shall be submitted

#### **10. 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.

#### **11. Selection Criteria**

- i. A yearly license fee amounting to Rs.50,000/- per year per site for the duration of the contract is required to be paid annually by successful bidder to ITPO.
- ii. A monthly rental fee for each site is required to be paid by successful bidder. A Base price of Rs.292/- per sqft has been fixed as Reserve price for the bidders. The bidder quoting the highest financial Bid (H1) over and

above the Base price shall be awarded the work for operation, maintenance of the three GBM sites at Bharat Mandapam.

- iii. The bidder has to quote their price over and above the reserved price as rental fee for space. The rental fee (H1), quoted shall be applicable per location.
- iv. The work will be awarded to the bidder with highest rates i.e. H-1 bidder. A rental agreement will be drawn 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 5 years with 5 per cent yearly escalation in the monthly rental fee quoted by H1 bidder, after the completion of each fiscal year.
- 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](http://www.indiatradefair.com), government tender portal [www.eprocure.gov.in](http://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 subcontractor 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 ITPO.

### **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 on actual as per the reading of sub-meter to ITPO on pro-rata basis as computed by ITPO.
4. The rental agreement will be initially for a period of 5 years subject to extension of time with mutual agreement and subject to successful performance of the agreement.
5. ITPO reserves the right to direct the bidder to change the location of the Tower, in case it is required for its own purpose and bidder will have to shift it at his own cost without any claim.
6. 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.
7. It will be the responsibility of the qualified bidder to remit the rent in advance i.e. rent of March of the particular year shall be remitted by 15<sup>th</sup> of preceding month i.e. by 15<sup>th</sup> of February. Failure to deposit the rent in time will attract late payment charges @ 1.5% per month rent per unit. 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.
8. Telecom tower installed 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 indirectly 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.	<b>Contact Details</b>		-	-		
	Address					
	Telephone No.					
	Fax					
	Email					
	Website					
C.	<b>Incorporation Details</b>		Certified copy of incorporation under Indian Companies Act, 1956			
	Incorporation Number					
	Date of Incorporation					
	Authority					
D.	<b>GST Regn Details</b>		Certified copy of valid GST Registration in India			
	GST No.					
	Date					
	Registration Authority					
E.	<b>Legal Status of Company</b>					
F.	<b>Name of Authorized Signatory</b>		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	<b>Number &amp; Address of Offices</b>					
	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 for Installation of GBM**" 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,

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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_ Name of Tender  
/ Work: -

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Dear Sir,

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

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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**

**FORMAT FOR FINANCIAL BID**

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

<b>S.No</b>	<b>Category</b>	<b>Total in INR(in figures)</b>	<b>Total in rupees in words</b>
1.	Monthly Rental Fee per GBM site( per sqft)		

- Applicable GST will be applicable to the monthly rental fee.