

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
OFFICE OF THE DEAN OF DIGITAL INFRASTRUCTURE AND AUTOMATION



INVITATION OF
EXPRESSION OF INTEREST
FOR
INSTALLATION OF MOBILE / TELECOM TOWERS
AT
DIFFERENT OPEN LOCATIONS
ON THE INSTITUTE CAMPUS

EOI No.: 01/2019-20

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

EOI No.	01/2019-20 dated 27.06.2019
Name of Work / Service	Installation of Mobile / Telecom Towers
Location	Different locations on the Institute Campus
Monthly Base rate of License fee	Rs.3,897/- per sq.m.
EMD Amount	Rs.1,00,000/- per tower
Last date & time of receipt of EOIs	18.07.2019 up to 15.00 hrs.
Place of submission of Tender	Estate Office, IIT Kanpur-208016
Date & Time of opening of Technical Bid of EOI	19.07.2019 at 15.00 hrs.
Date & Time of opening of Financial Bid of EOI *	19.07.2019 at 16.30 hrs.
Place of opening of EOIs	Estate Office, IIT Kanpur-208016
Link to download the EOI document	www.iitk.ac.in/estateoffice/tender

- * Date and time may be changed by the technical bid evaluation committee if the evaluation cannot be completed in the short period available. The same will be informed over the email / telephone given in technical bids, if done, on 19th July 2019 evening.

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

EOI No.:01/2019-20

Date: 27.06.2019

SUB: EOI FOR INSTALLATION OF MOBILE / TELECOM TOWERS AT IIT KANPUR

Indian Institute of Technology Kanpur (hereinafter referred to as the 'Institute') established by the Parliament and incorporated as a body corporate, is an Institute of National Importance declared as such under the Institutes of Technology Act, 1961. The Institute is engaged in imparting education and research of highest standards in the area of Technology and Science.

To provide better and unfaltering mobile telecom network to the Institute community, the Institute intends to allow the installation of a few mobile/telecom towers on the open land at various specified places of the Institute. Accordingly, sealed Expressions of Interest (herein after referred to as the EOI) are invited on behalf of Indian institute of Technology Kanpur from the interested parties for installing such mobile/telecom towers on the Institute campus.

The Mobile/Telecom Towers are presently proposed to be installed at four places of open land. However, this number may subsequently be changed to suit the requirement of the Institute community.

- 1) The EOI document is available on Institute's website www.iitk.ac.in/estateoffice/tender from where it can be downloaded.
- 2) The prescribed EOI form duly filled by the applicant in all respects should be delivered duly sealed to the Estate Office, IIT Kanpur latest by **July 18, 2019 up to 1500 hrs.**
- 3) The EOIs will be opened on the date, time and venue as mentioned on Page-2 of this document in the presence of the designated Committee of the Institute and the authorized representative(s), if any, of the parties submitting the EOI. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
- 4) The EOI document consists of the guidelines for submitting the EOI and draft agreement including the General Terms & Conditions.
- 5) The Institute reserves the right to accept/reject any or all EOIs without assigning any reasons, whatsoever.

Sd/-
Dean, Digital Infra. & Automation

Copy to:

1. Director
2. Deputy Director
3. Dean, Administration
4. Dean, Digital Infrastructure and Automation
5. Chairman, CEMMC
6. All Notice Boards
7. Institute website.

GUIDELINES, INSTRUCTIONS AND INFORMATION FOR SUBMISSION OF THE EOI

General

1. The EOI is for installation of the Mobile/Telecom Towers at the following four sites of IIT Kanpur for which, the area/place would be earmarked and wherein, the firm whose EOI is finally accepted, shall install and arrange for smooth and uninterrupted availability of Mobile Telephony Network. The sites are subject to change or being differed to other suitable places at the discretion of the Institute, however, the location of each individual site, its exact measurement etc. would be described in a separate annexure at the time of signing of the contract agreement.
 - Site-1: Backside of the Nursery
 - Site-2: Pronight Ground (Behind Stage)
 - Site-3: In front of the Alumni Building (Outreach)
 - Site-4: Near T Junction Bus Stop
2. The Mobile/Telecom Towers are proposed to be setup/installed at above mentioned places and the firm whose EOI has been finally accepted, shall be liable to provide and arrange for round the clock maintenance and uninterrupted operation of the towers. The number of proposed towers to be installed is only tentative and may subsequently be changed as per requirement of the Institute. If such is the case and Institute wishes installation of any less or more number of towers, the party to whom the contract for installation mobile/telecom towers is finally awarded, shall be bound to install such number of towers on the same terms and conditions as are stipulated in this EOI document.
3. The parties intending to submit the EOI are advised to go through the entire document thoroughly before submitting the EOI. The detailed terms and conditions of the contract to be entered into and signed by the respective parties after acceptance of the EOI of the successful party are stipulated in Appendix-B of this EOI document.
4. The EOI must be submitted in the duly downloaded form of document only. The EOI submitted in any other format and/or with any alteration or modification would be summarily rejected.
5. Each and every page of the EOI must be signed by the competent person duly authorized by the firm. The firm submitting the EOI shall invariably attach the said authorization/ Board resolution in case of company, in favour of the person signing the EOI on behalf of the firm.
6. Any EOI not signed on each page and without authorization may be liable for being rejected.
7. Any overwriting or cutting in the EOI document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reasons, the same must be duly attested by the person signing the EOI document.
8. Conditional EOIs shall not be accepted.
9. The person submitting the EOI should also give his/her full permanent as well as temporary address in Annexure 1 and should also furnish/attach proof thereof.
10. The Firm whose EOI is accepted, shall be liable to submit a Rs.100/- non- judicial stamp paper at its own cost to the Dean of Digital Infrastructure and Automation for preparing the contract agreement to be signed by the both the parties.
11. Any term or condition of the EOI document may be changed by notifying the same on the Institutes website before the closing date for submission of EOIs. However, in case of any such change being affected, the date/time for submission of EOIs would be adequately enhanced to enable the interested parties taking into account the necessary changes, if deemed necessary. As such, all the parties interested in submitting the EOIs should keep watching the website in this regard.

Eligibility Criteria:

12. The firm submitting the EOI must be a reputed company/firm and must be having 03 years' experience in the business.
13. The firm should also be in good and sound financial health.
14. The firm submitting the EOI must have installed at least **10** (Ten) towers in UP (East) Circle.
15. The firm must have its PAN Number and GST/GSTN number, if applicable.
16. The firm should have its code numbers under the Employees State Insurance Act & Employees Provident Fund Act.
17. The firm submitting the EOI should have no litigation, whatsoever, pending with any establishment/Govt. regarding its business. However, in case of any litigation existing as such, the details thereof must be submitted along with the EOI document.

Earnest Money Deposit (EMD) and Tender

18. Every EOI must be attached with an Earnest Money Deposit (EMD) of **Rs.1,00,000/-** (Rupees One Lakh only) per tower in the form of FDR or TDR of any scheduled bank, in favor of the "**The Registrar, IIT, Kanpur**". Any EOI not accompanied by the EMD, shall be summarily rejected. Any EOI accompanied by the cheque/DD in place of FDR/TDR shall also not be entertained.
19. The EMD must be valid for six months from the date of submission of EOI.
20. The earnest money of the successful firm will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on its part in signing the agreement after the acceptance of its EOI.
21. The earnest money of the firm who withdraws its EOI in breach of conditions mentioned in EOI document will also be liable to forfeiture.
22. The EMD of unsuccessful firms shall be refundable to them after completion of the EOI acceptance process. However, the same may be refunded after 30 days from the last date of submission of EOI, subject to the written request made in this behalf by the respective firm having submitted the EOI.
23. The EMD of the firm whose EOI is finally accepted, shall either be returned after the deposit of the due security money as stipulated in the Terms & Conditions in Appendix B.

Documents to be attached with the EOI:

24. The firm submitting the EOI must attach the EMD and copies/self-attested copies of the following documents along with the EOI. Any EOI not accompanied by any of such documents would be liable for rejection. All the documents should be attached mentioning the details thereof in a separate sheet.
 - (a) Income Tax Registration Certificate/PAN No.
 - (b) Copy of Partnership Deed besides the Power of Attorney (in case of a Partnership firm) or copy of memorandum and articles of association along with the resolution of the Board (in case of a Company).
 - (c) Firm/Company Registration Certificate.
 - (d) GST/GSTN Registration Certificate/No.
 - (e) EPF Registration Certificate/Code No. and ESI Registration Certificate/Code No.
 - (f) Proof of experience.
 - (g) Approval from appropriate Government/Authority for Installing Mobile/Telecom Towers.
 - (h) Turn-over Certificate for last three years (10 times of estimated contract value) from a Chartered Accountant.
 - (i) Gross Financial Turn over for the last three year (should be at least 10 times of estimated contract value) along with Audited balance sheet and profit and loss accounts.
 - (j) Proof of satisfactory performance of already installed towers.
 - (k) Other Statutory Registrations/Licenses, if any.

- (l) Bank Solvency Certificate.
- (m) Details / particulars of the firm submitting the EOI in Annexure-1& 2.
- (n) Undertaking & offer of License Fee in Annexure-2
- (o) Total no. of towers already installed and functioning overall and in UP (East) Circle.
- (p) FDR/TDR towards EMD.
- (q) Address proof / Aadhaar Card of person signing the EOI.
- (r) Other documents as may be deemed necessary and required under any other provision of the EOI document and not mentioned herein above.

Submission of EOI:

25. The EOI shall be submitted in two parts i.e. **(i) Technical bid and (ii) Financial bid** in the following manner:
- (i) Technical Bid:** Technical bid shall consist of entire EOI document i.e. Appendix-A, Appendix-B and Annexure-1 along with all supporting documents be attached. The technical bid shall be submitted in a sealed envelope, superscripted "TECHNICAL BID". Also mention the name of the work / service for the EOI submitted.
 - (ii) Financial Bid:** Financial bid shall be submitted in Annexure-2. It must be submitted in a sealed envelope, superscripted "FINANCIAL BID". The base rate of monthly License fee for bidding is Rs.3897/- per sq.m. as on the date of submission of bid. As such, the bidders must quote their financial bid over and above the said base rate. The bid submitted below the base rate shall not be entertained and be summarily rejected.
26. Both the sealed envelopes (Technical bid & financial bid) should be kept in a third sealed envelope superscribed "EOI FOR INSTALLATION OF MOBILE/TELECOM TOWER AT IIT KANPUR".
27. The EOI must be submitted in sealed envelopes by **1500 hrs of July 18, 2019** at the latest. Any EOI received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse etc., shall be entertained.
28. The EOI shall remain valid for six months from the date of its submission. After submission of the EOI, it shall be deemed that the firm has undertaken to keep its EOI open for acceptance for the entire period of 180 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the Licensee at a later date, the firm concerned shall not be competent to refuse.

Opening of EOIs:

29. **Technical bid will be opened on the date, time and venue as mentioned on Page-2 of the document** in the presence of designated committee of the Institute and authorized representative(s), if any, of the respective parties. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
30. **Financial bid will be opened on the date, time and venue as mentioned on Page-2 of the document.** The financial bids of only those parties who qualify in technical bid evaluation by the committee shall be opened.

Acceptance/Non-acceptance of EOIs:

31. The EOIs that do not fulfill any of the above conditions or are incomplete in any respect would be liable to be rejected.
32. The Institute reserves the right to accept or reject any or all EOIs without assigning any reasons thereof and the party submitting EOI shall have no right, whatsoever, to challenge the same.

Award and Signing of the Contract:

Signature of the Bidder

33. The Institute would provide pieces of open land for installation of the towers, however, the same would be provided on License for which the party to whom contract is awarded, shall be liable to pay to the Institute the License Fee as may be determined from time to time at its sole discretion by the Institute or at the higher rate offered by the party. The present monthly base rate of License Fee for installation of Mobile / Telecom tower is Rs.3897/- per sq.m. in the Institute. The evaluation committee shall be considering the experience, goodwill, existing number of installed towers and every other information provided in technical bids, to decide the technical qualification of the bids.
34. However, every party is required to quote the License Fee in the given format i.e. **Annexure-2** either at the present monthly base rate of license fee i.e. Rs. 3897/- per sq.m. or at any higher rate than the rate prevailing presently, for such pieces of open land for installation of the towers. Such higher rate of license fee, if any, duly quoted by the technically qualified parties would be taken into consideration to decide the award of contract.
35. The party, whose EOI is finally accepted, shall be bound to sign a contract agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its EOI may be annulled at the discretion of the Institute.
36. If the party to whom the contract is finally awarded, fails to sign the Contract Agreement and/or fails to implement the same after signing the Agreement, the Institute would be at liberty to award the contract to any other party as it may deem appropriate.

Signature on behalf of the Firm _____

Full name of the Signatory _____

Full Address & Telephone/Mobile No. _____

Seal _____

Draft Agreement

This agreement is made on this theday of, 2019

Between

Indian Institute of Technology Kanpur incorporated as a body corporate under the Institutes of Technology Act, 1961 having its campus near Kalyanpur, Kanpur (hereinafter 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 _____ (hereinafter 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.

Whereas, the Licensor, an Institute of national importance declared as such under the Institutes of Technology Act, 1961 for providing higher education and research in various branches of science, engineering and technology, has constructed a number of buildings on its campus, all of which are covered under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, to carry out its aims and objectives.

And whereas, the Licensor had decided to get installed a few numbers of mobile telecom towers to enable seamless voice and data mobile telephony network within its campus at designated land areas to be given on license through competent mobile tower companies.

And whereas, the Licensor is the absolute owner in possession of the facility/Said Premises/land areas located 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 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.

Signature of the Bidder

Definitions

4. 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. "Institute" means the Indian Institute of Technology Kanpur through its Director or its representative.
 - b. "Director" means the Director of the Indian Institute of Technology, Kanpur.
 - c. "DDIA" means the Dean of Digital Infrastructure and Automation duly designated by the Director.
 - d. "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

5. Appendix A, i.e., the Guidelines for submission of EOIs, Appendix B, i.e., terms and conditions of the contract including Annexure-1&2, the letter containing offer of award of contract issued by the Institute to the successful firm and the acceptance letter submitted by the successful party in this regard, shall be the integral part of this contract.

Duration of the contract

6. The duration of contract will be for FIVE YEARS from the date of signing of the contract.

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

7. The contractor shall be liable to pay the license fee regularly by 7th 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 Institute. 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 Institute. GST and other applicable taxes shall be paid extra by the licensee. Cleaning charges amounting Rs.500/- per month also be paid extra.
8. The quoted license fee shall be applicable for one telecom service providing company (i.e. the first telecom operator) only. The installed tower shall be a shared tower with multiple telecom operators. As such, for each of the other telecom operators whose network facilitation systems for the Institute campus would be installed besides that one of the first telecom operator, the contractor shall be bound to pay an additional license fee @ 50% of the normal/basic license fee agreed upon under this contract, duly rounded off to the multiple of next hundred. The normal/basic license fee is presently @ 3897/- per sq.m. per month which, however, would be subject to revision from time to time. The Institute shall provide access to the contractor round the clock on all days to the allotted location without any hindrance.
9. The contractor shall be bound to invariably intimate the Institute of every Telecom company/operator other than the first one for whom the initial basic/normal license fee is to be applicable and who is provided access of Tower facility in addition to the first telecom operator and which include the Airtel, JIO and Vodafone-Idea telecom companies besides other ones.
10. Non-intimation of the telecom operators, as aforesaid, to the Institute shall be deemed to be a serious breach of contract leading to imposition of adequate penalty (at the sole discretion) of the Institute including termination of the contract itself.
11. In case of failure to pay the License fee and the cleaning charges 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 Institute may impose a penalty @ 5% per month of actual dues (to be rounded off to the multiple of next hundred) over and above the same.
12. The Institute 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 Estate Office 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

premises. 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 Institute for the purpose would either raise the bills or otherwise inform the contractor regarding the payable dues.

13. 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 standing dues have been duly paid in full.
14. The contractor shall also be liable to pay the cleaning charges for all the sites combined to the Institute every month along with the payment of license fee. The cleaning charges would be subject to change from time to time at the discussion of the Institute. The cleaning charges per site would be determined keeping in view the squire meter area of each site and the frequency of cleaning/quantum of work/deployment of workforce and the time likely to be consumed in caring out the cleaning work. The cleaning would be managed by the sanitation department of the Institute.
15. Non-payment of License fee, the electricity charges and cleaning 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 Institute and which shall not be subject to challenge by the licensee under any circumstances, whatsoever.
16. The contractor shall use the premises ONLY for which it has been given by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
17. The contractor shall in writing, intimate the Institute the name, designation and address besides the contact no. of the competent person to whom, routine correspondence would be addressed by the Institute.
18. Description and boundaries and total area in squire 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.
19. 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 Institute. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

Assignment & Subletting

20. 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 Institute. 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.
21. The Institute 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 Institute will be considered as a breach of contract. If found so, the Institute 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.
22. 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 Institute 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 rates of damages will be calculated as two times of damages (as provided in Clause-71) for 1st month; two times of damages + 10% two times of damages for 2nd month; two time of damages + 20% two time of damages for 3rd month; two times of damages + 40% two times of damages for 4th month and so on, liming to the maximum 5 times of damages charges in such cases.
23. The entire business of the licensed premises shall be carried out in the name and at the behest of the contractor.

24. 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

25. The contractor shall be absolutely liable for payment of GST to the Institute on the License Fee and any other charges as may be applicable from time to time.
26. 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

27. 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.
28. 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.
29. The Institute will only provide the space 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 Institute, the same will be provided protecting the interests of the Institute.
30. No alteration, modification or structural changes in the area/demised premises shall be undertaken by the bidder without written prior permission of the Institute. 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.
31. 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 Institute 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.
32. 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 2G, 3G, 4G or any higher capacity networks to enable seamless voice and data, both.
33. The erection and construction required for installing the Towers must be compliant to the norms prescribed in this regard.
34. 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 responsibility 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 Institute in writing and implement the changes within the stipulated time frame.
35. The Institute 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 Institute is not satisfied with the reply of the

contractor and/or the contractor does not rectify any breach within the time given by the Institute, the Institute may terminate the contract.

36. In the case of dispute regarding unsatisfactory services by the contractor, decision of the Institute will be final and binding.
37. The licensee shall arrange/obtain all necessary clearances/formalities from all other statutory authorities concerned to establish and operate the mobile/Telecom tower.
38. All the civil & electrical work etc. will be done by the licensee. The plan of the structure shall also be subject to the approval of the competent officer of the Institute and no construction shall be started without such approval in writing. Any building or structure erected by the licensee shall be treated as temporary structure.
39. The Institute also reserves the right to determine the contract forthwith in the event of unsatisfactory performance of the licensee.
40. The licensee shall be governed by the rules, regulation and installation of Mobile/Telecom tower policy and instructions of the Institute which are in force or which may hereafter come in force governing the use of the said land.
41. The contractor will have to submit a structural stability certificate of all the buildings (if offered to them for installation of Mobile/Telecom Tower on them) from any IIT/CPWD or PWD Empaneled Structural Engineer before starting the cast work/installation of Mobile/Telecom Tower at the allotted location. Mobile/Telecom Tower will be installed only on those buildings whose stability is found suitable for the purpose. Work order will be issued accordingly only thereafter.

Cleanliness

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

Deployment of Workmen

44. 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 Institute shall be wholly immune in this regard.
45. 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 Institutes authorities, whenever asked for.
46. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
47. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
48. 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 Institute shall have no concern, whatsoever, with all the above-mentioned matters.
49. 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.

50. The contractor shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
51. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.
52. Licensee will be liable for damages up to Rs.5,000/- per default on the following;
 - i. Any staff of licensee found in drunken condition / indulging in bad conduct.
 - ii. Any staff of the licensee found creating nuisance on duty.

Compliance of Statutory Obligations and Other Provisions

53. 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.
54. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees' compensation and the minimum wages.
55. 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 Institute due to the contractor's failure, as well as the Institute's license fee, electricity charges and other dues etc. The contractor shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the contractor's security deposit.
56. The Institute 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 Institute is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the Institute 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.
57. The contractor would comply with all guidelines / instructions issued by the Institute Orders / instructions of security authorities concerning the security/safety issues and Institute discipline.
58. The contractor shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the License premises.
59. The licensee shall allow the Institute officials free access at all time, to the said land and shall whenever so requested by the Institute, forthwith pull down or replace any structure which the Institute considers to be improperly situated.
60. The Licensee must provide its own security and the Institute 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.
61. 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

62. 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 Institute. 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

63. The contractor shall have to deposit a security of **Rs. 5,00,000/- (Rupees Five Lakhs only)** per tower through FDR drawn in favor of "The Registrar, IIT Kanpur" payable at Kanpur, of State Bank of India / Union Bank of India or any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.
64. The security deposit as aforesaid shall be deposited within 15 days of the award of the contract.
65. 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 FDR, as aforesaid.
66. 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 Director shall have the power to adopt the course as may be deemed by him best suited to the Institute 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 Institute. Besides, for the recovery of any amount more than the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
67. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate.
68. 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

69. Either party may terminate the contract by giving 90 days' notice to the other party without assigning any reasons, whatsoever.
70. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
71. 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 Institute @ 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 Institute 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.
72. The Institute 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 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 Institute. The Institute may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act, in case of non-handing over its possession to the Institute, as aforesaid.
73. The contractor shall be entitled to remove its goods, fittings, fixture etc., at its own cost and had over the space to the Institute 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 Institute 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.

74. 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.
75. The Institute 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.
76. 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 Institute 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

77. The original agreement shall remain with the Institute while a photocopy thereof may be had by the contractor, if it so wishes.
78. 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 Institute 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

79. 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.
80. 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.
81. 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 Institute without any penalty.
82. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute 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 Institute 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:

83. 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 Dy. Director of the Institute at the time of dispute.
84. 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 Dy. Director of the Institute 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 proceed de-novo.
85. 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.
86. It is a term of the Agreement that the cost of arbitration shall be borne by the parties themselves.
87. The venue of the arbitration shall be at Kanpur.

88. 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:

89. 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 Kanpur for the purpose of actions and proceedings arising out of the Agreement and the courts at Kanpur 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:

Witnesses

1. Signature:

Name:

Address:

.....

2. Signature:

Name:

Address:

.....

On behalf of

Indian Institute of Technology Kanpur

Signature of Competent Authority

Full Name;

Designation:

Seal:

Witnesses

1. Signature:

Name:

Address:

.....

2. Signature:

Name:

Address:

.....

APPLICATION FORM

Name of the Applicant/Firm -----
Father's Name of the Signatory Applicant -----
Full Address of Self -----
Registered Address of Company / Firm -----
Address of Corporate Office, if any -----
Phone No./Mobile No. of self & Firm -----
Email ID of the Company / Firm -----
Aadhaar No. of Signatory Applicant -----
Details of EMD
a. Amount : Rs. _____
b. FDR/TDR No. : _____
c. Dated : _____
d. Bank & Branch : _____
GST/GSTN NO -----
PAN No. -----
EPF Code No., if any -----
ESI Code No., if any -----
Experience, if any (in years) -----
Existing No. of Mobile Towers in UP(E) Circle / Total -----
Gross Turnover during the years 2016-17 -----
2016-18 & 2018-19 -----
Total No. of Documents attached -----
(Attach the list with details)

Declaration:

I hereby undertake that I bind myself to the terms and conditions of this EOI document.

Date:.....

Authorized Signatory:

Full Name of the Signatory:

Name & Address of the Firm:

.....

.....

Seal

FINANCIAL BID

INDIAN INSTITUTE OF TECHNOLOGY KANPUR

- a) The undersigned, hereby, offers to pay the Monthly License Fee @ Rs. _____/- (Rupees _____) per Square Meter for the premises in question, as detailed in the EOI document for Mobile / Telecom Tower.
- b) I further agree that the Licensor (Indian Institute of Technology Kanpur) 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.
- c) I also agree that the Licensor shall be entitled to enhancement @ 8% per annum in the total License fee (as computed in 'b' above) duly rounded off as aforesaid every year.
- d) 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 & Address of the Firm:

.....

.....

Seal