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भारतीय प्रौद्योगिकी संस्थान (भारतीय खनि विद्यापीठ), धनबाद

धनबाद, झारखण्ड, भारत, पिन-826004

(मानव संसाधन विकास मंत्रालय, भारत सरकार के अधीन राष्ट्रीय महत्त्व का एक संस्थान)

INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES), DHANBAD DHANBAD, JHARKHAND, INDIA, PIN-826004

(An Institute of National Importance under Ministry of H.R.D., Govt. of India)

STORES & PURCHASE SECTION Phone:(0326) 2235678 || Email : purchase@ismdhanbad.ac.in || Website : www.iitism.ac.in

No.CC-INS-197-18-19 Date-25/09/2018

Corrigendum II

Subject: Extension of last date and time of submission and opening of bid from the telecom Infrastructure providers or eligible bidders for installation of telecom tower to support services of multiple telecom operators inside different parts of the campus.

Reference: NIT No. CC-INS-197-18-19, dated 16/08/2018

Sl. No.	For	Read as
1	Last date and time for submission of tenders	04.10.2018 at 1:00 P.M.
2	Date and time of opening of tenders	04.10.2018 at 3:00 P.M.
3	The telecom infrastructure provider shall be bound to share the infrastructure with multiple telecom operators (minimum 03) on non-discriminatory basis (point no. 02 of Part –I).	It is the pre-condition to share the infrastructure with 3 operators. Kindly mention the date/ month within which the company will be able to share the IP with 3 operators.
4	Rate in per square ft (Part – VI of NIT)	Rate/ Sq. feet/ Month

The others contents and terms & conditions of the tender is as attached.

Assistant Registrar (P&S)

Sealed tenders on behalf of Director, IIT(ISM), Dhanabad are invited from the telecom Infrastructure providers or eligible bidders for installation of telecom tower to support services of multiple telecom operators inside different parts of the campus.

Particulars	Date & Time
Cost of Tender document:	Rs. 2000/- (Rupees Two thousand only) in the form of DD (Non Refundable and compulsory)
Last date and time for submission of Tenders:	10/09/2018 at 1.00PM 24.09.2018 at 1:00 P.M.
	04.10.2018 at 01:00 PM
Date & Time of Tender Opening (Technical bids):	10/09/2018 at 4.00PM 24.09.2018 at 3:00 P.M. 04.10.2018 at 03:00 PM
Opening of Financial Bid:	Date and Time will be intimated in due course of time.
Bids shall be addressed and sent to:	The Dy. Registrar (P&S), IIT(ISM), Dhanbad

- 1. You are requested to quote your rate in the attached format for price bid (Part-VI)
- 2. You may send your representative in the office of the undersigned at the scheduled date and time of opening of tender.
- 3. Offer should be submitted under TWO-BID system in two separate sealed covers i.e. "Technocommercial bid" and "Price bid".
- 4. The bids under Two-Bid System will consist of two parts as per following details:- a)Techno-Commercial bid (Part 1) consisting of all technical details along with Commercial terms and conditions and Tender Cost, in the form of Demand Drafts issued from any Nationalized / Scheduled commercial bank in favour of "Registrar, IIT (ISM), Dhanbad" and payable at "Dhanbad (Jharkhand, India)", and b) Price bid (Part 2) indicating price as mentioned in commercial bid (Part VI).
- In stage-one, only the Techno-Commercial (Part 1) shall be opened and evaluated. In stage-two, the Price bids (Part 2) of only the technically qualified and acceptable offers will be opened, for further evaluation.
- 5. If the opening day falls on any holiday, the date of any of the events mentioned above shall be on the next working day.
- 6.It is the responsibility of the bidder to ensure that their bids whether sent by post or by courier or dropped by person in the Tender Box should reach within the stipulated date and time.
- 5. **Validity Period**: The validity period of the tender should be clearly specified. It must be at least for 90 (Ninety) days from opening of price bid.
- 6. Conditional offer will not be accepted.

7. Tender should be submitted in sealed cover only superscribed with Enquiry No. and due date at the following address only:

The Assistant Registrar (P&S) Indian Institute of Technology (Indian School of Mines), Dhanbad-826004, Jharkhand

8. This RFP is divided into six Parts:

Part I— General Conditions

Part II— Technical Terms and Conditions

Part III — Standard Condition of RFP

Part IV — Special Conditions of RFP

Part V — Evaluation Criteria

Part VI -- Commercial Bid

- 9. Placement of License: The License / MOU will be placed against the service provider who will quoted the highest leased rate per square ft in commercial bid.
- 10. This RFP 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 RFP, should it become necessary at any stage withdraw the RFP.

General Conditions:

- 01. The telecom solutions such as roof top tower based on current and future requirement of network coverage to be installed at different parts of the Campus.
- 02. The telecom infrastructure provider shall be bound to share the infrastructure with multiple telecom operators (minimum 03) on non-discriminatory basis.
- 03. IP/ISP will bear the cost of Electrical connections incurred to the Institute as per prescribed rate of IIT (ISM). Institute will provide Generator Set Connection. The provider has to provide UPS to the site as per the load/need.
- 04. IP must pay a monthly rent to IIT (ISM) for telecom solution to be installed at IIT (ISM)Dhanbad owned building and land.
- 05. Any installation of telecom solution in the area of IIT (ISM)Dhanbad must have an attestation well in advance from the competent authority of IIT (ISM)Dhanbad.
- 06. IP/ISP will take the responsibility of any accidental incident such as technical/ equipment based/ security standards. IIT (ISM)Dhanbad will not be responsible for any such incidences.
- 07. IIT (ISM)Dhanbad shall provide all support in implementation and coordination and shall help in getting the necessary approval for the fulfillment of proposal.
- 08. 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/roof top tower/ IBS (In Building solution) and WiFi to support data services &2G, 3G, 4G or any other future ready network technology.
- 09. The area to be occupied for telecom solution should not exceed 15X15 sq. ft. In case of more space requirement prior approval of competent authority is required to be taken in advance.
- 10. For adding every new telecom service provider the IP/ISP must take written consent of IIT (ISM)Dhanbad.
- 11. The tenure of the agreement is for 05 years that can be renewed for next 05 years based on the satisfactory performance of this contract and need of the Institute.
- 12. Last mile of each network will always be in Fiber.
- 13. The IP/ISP should adhere to all the rules and regulations of Govt. of India published in time to time.
- 14. The IP/ISP need to create dedicated Wi-Fi hot spots for IIT (ISM) Dhanbad as per the need of the Institute.
- 15. The minimum license fee for the lease agreement is Rs. 15000/- per month for the demised area. Rent will be increased @5% after expiry of each year on the last paid rent. IIT(ISM) will reserve to cancel the allotted space due to reasonable administrative and technical reasons with host operator.
- 16. On the installation of more than one operator in the tower, the bidder will pay additional rent for each extra operator to IIT(ISM) as per the rent fixed for the last paid initial demised area.
- 17. IP/ISP should deploy standard telecom poles to be shared by multiple operators.
- 18. During installation and subsequent maintenance, IP/ISP should keep intact the existing infrastructure of the campus.
- 19. The IP/ISP should obtain all approvals, permits etc. from all concerned at their own cost and discharge all obligations thereof.

- 20. The Institute may use the route of the OFC within the campus for its own requirements. No approval or intimation is required from the IP/ISP.
- 21. 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.

PART-II

1. Technical Terms and Conditions

Sr. No.	Qualitative Requirements	Compliance Yes/No	Enclosure No.
1.	Company should be registered with DoT or other Telecom Authority of India (enclose Certificate)	Yes/No	
2.	Furnish Undertaking that your company will permit sharing of towers by other (minimum 03) telecom service providers.	Yes/No	
3.	Service Provider should initially provide 2G, 3G, 4G and upward Services.	Yes/No	
4.	IP/Service Providers should have three or more sharing consent letter along with one anchor tenant will eligible for bidding.	Yes/No	
5.	Service providers will obtain frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with signal authority.	Yes/No	
6.	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. In case they need to shift the site of the antenna tower, they will need to obtain fresh SACFA clearance for the new location with the exact latitude and longitude.	Yes/No	

	Technical Eligibility Conditions:-	Compliance Yes/No
1.	In case the communication tower of the facilities so installed by the service provider causes any interference/obstruction to the Army/Nave/Air Force/Coast Guards/Other Security Forces communications, the service provider may be asked to discontinue his services, for which no compensation will be due to the Service provider.	Yes/No
2.	Proper earthing of the installation will be ensure by the service providers to avoid any stray voltage arising out of premises.	Yes/No
3.	Proper lighting protection and fire fighting devices will be installed by the service provider.	Yes/No
4.	Standards for exposure limits of radio frequency and technical requirements as prescribed by DoT from time to time.	Yes/No
5.	IP/Service provider will bear the cost of Electrical connections incurred to the Institute as per prescribed rate of IIT (ISM). Institute will provide Generator Set Connection. The provider has to provide UPS to the site as per the load/need.	Yes/No

	Miscellaneous Conditions:-	Compliance Yes/No
1.	Payment of license fee will be made by the Service provider in advance on quarterly basis through bank drafts payable in favour of "Registrar,IIT(ISM)".	Yes/No
2.	Payment of Electricity fee will be made by the Service provider within 10 th of the subsequent month through bank drafts payable in favour of "Registrar, IIT (ISM).	Yes/No

2. Site Survey, the detailed survey report along with proposal is required to be **submitted by the** bidder along with tech bid for tech evaluation.

- **3.** During Technical Evaluation the decision of the Technical Evaluation Committee on compliance with regard to technical specification shall be final. This unit reserves the right of rejecting any offer. Incomplete offer may be rejected.
- **4.**Requirement of Installation/commissioning- Installation and commissioning should be completed within **six weeks** from placement of license. Any delay in installation and commissioning would invite cancellation of license.
- **5.** Two bid system in respect of Two-Bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the along with Technical Bid.

PART-III

Standard Condition of RFP:

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

- 1. Law:-The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. Effective Date of the Contract: Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated /provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3.Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration at court at Dhanbad.
- 4. Non-disclosure of Contract documents: Except with the written consent of the Licensor/ Service Provider, other party shall not disclose the contract or any provision.
- 5.Liquidated Damages: In the event of the Service Providers failure to provide services as specified in this contract, the Licensor may, at his discretion, liquidate Bank guarantee upto 100%.
- 6.Termination of Contract:The Licensor shall have the right to terminate this Contract in part or in full in any of the following cases.
 - (a) The installation/ placement of tower is delayed for causes not attributable to Force Majeure for more than **02 weeks** after the scheduled date of installation.
 - (b) The Service Provider is declared bankrupt or becomes insolvent.
 - (c) As per decision of the Arbitration Tribunal.
- 7.Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- 8. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an Instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- 10. Taxes and Duties: All types taxes & duty if applicable to be paid by Service Provider in respect of this contract.

PART-IV

Special Condition of RFP:

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

- 1.Performance Guarantee. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the total rental of land to be paid in 5 Year as calculated by the IIT(ISM) within 30 days of signing of MoU. Performance Bank Guarantee will be valid up to 60 days beyond the date of expiry the contract (MoU).
- 2. Tolerance Clause. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Licensor reserves the right to change number of Sites.

3. Payment of License Fee:

- (I) The License fees for the Premises shall be payable every quarter by 10th working day by demand draft.
- (ii) Rent will be increased @5% after expiry of each year on the last paid rent.
- 4. Duration of License. Initially the License will be issued to telecom service provider (IP- 1) for a period of 5 years which will be further extended up to next 5 years on sole direction of the Licensor. The duration of License will be counted from the date of operation of towers. The Service Provider will intimate the date of operation of tower in writing to the concerned IIT(ISM) Authority immediately on operation of towers.
- 5. Issue of License: The license/ MoU will be placed by the Licensor to the respective Service Provider who will quoted total highest leased amount (per square meter) as per format given in Part VI of RFP.

PART-V

EVALUATION CRITERIA:

- 1. The broad guidelines for evaluation of Bids will be as follows:
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the R FP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Licensor with reference to the technical characteristics of the equipment as mentioned in the RFP The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Highest Bid (H1) will be decided upon the highest leased rate quoted by the particular bidder as per the Price Format given in Part-VI.
 - 2. Price Bid Format: The Price Bid Format is mentioned in Part VI. The Bidders are required to fill this up correctly and submitted the same along with Price Bid.

PART-VI

Price BID

Provision of IIT(ISM) Dhanbad land on lease and license basis for installation of telecom tower to support services of multiple telecom operators inside different parts of the campus.

Particular/Details	Rate in per square ft
Lease Amount	
GST @18%	
Other components, if any	
Total Price in per square ft	

Note:-

- 1. All the details must be provided as per prescribed format only.
- 2. The Service Provider who quoted the highest leased amount (per square ft) in his Price bid will considered as H1 Bidder.
- 3. All the rates must be quoted in Indian Rupees.

Company Stamp/Seal		
Signature		
(Authorised Signature)		
Dated		
Name		