

TAMIL NADU STATE TRANSPORT CORPORATION (COIMBATORE) LTD.,
COIMBATORE – 7.

TENDER NO.: 09/2022-2023

TENDER DOCUMENT
for

**TO INSTALL SHARABLE TELECOM INFRASTRUCTURE AT BIDDER'S COST
 AT GROUND LEVEL IN THE AREA ALLOTTED IN OUR DEPOTS AND OFFICE
 PREMISES OF TAMILNADU STATE TRANSPORT CORPORATION (COIMBATORE)
 LTD., COIMBATORE, ERODE, TIRUPPUR AND OOTY REGION ON RENTAL BASIS
 FROM TELECOM OPERATORS AND TELECOM TOWER OPERATORS.**

LAST DATE AND TIME OF SUBMISSION : 10.05.2022 UPTO 3.00 PM

DATE AND TIME OF OPENING TENDER : 10.05.2025 AT 3.30 PM

TENDER SCHEDULE COST : Rs. 17,700 /-
 (Rs.15000 + GST18%)

EMD : Rs.1,00,000 /-

Tender Schedule sold to : _____

**THE MANAGING DIRECTOR,
 TAMIL NADU STATE TRANSPORT
 CORPORATION (CBE) LTD.**

(Only Telecom operators and Telecom Tower operators are eligible to apply)

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(This Document is not Transferable)

Signature of the tenderer

TAMILNADU STATE TRANSPORT CORPORATION (COIMBATORE) LTD.,
COIMBATORE – 43.
TENDER NOTICE

Tender Notice No : 09/2022-2023

Dated : .05.2022

Sealed and superscribed tenders are invited from telecom operators and telecom tower operators for COIMBATORE and ERODE, TIRUPPUR AND OOTY region separately furnished under **two cover system** by the Managing Director, TNSTC (COIMBATORE) Ltd., 37, Mettupalayam Road, COIMBATORE – 43 up to 3.00 PM on or before **10.05.2022** for the following works and the same will be opened on **10.05.2022** at 3.30 PM in the presence of tenderers / Authorized representatives.

Sl No.	Name of work	EMD Amount In Rs.	Tender Schedule cost In Rs.	Tender Schedule issue dates	Last date of receipt of Tender and opening date & time	Contract period
1	To install sharable Telecom Infrastructure at bidder's own cost at ground level in number of places of TamilNadu State Transport Corporation (COIMBATORE) Ltd., throughout COIMBATORE, ERODE, TIRUPPUR AND OOTY Districts on rental basis from telecom operators and telecom tower operators	1,00,000/- each Region	Rs.17700 / (15000 + 2700) each Region	25.04.22 to 09.05.22	10.05.22 up to 3.00pm & 10.05.22 at 3.30 pm	Ten years

Eligibility : Minimum 5 years experience in related works and other conditions as mentioned in the tender document.

The tender schedule containing the terms and conditions can be obtained from the Office of the Managing Director, TNSTC on all working days by paying an amount as mentioned in the schedule (inclusive of 18% GST) by means of Demand Draft drawn in favour of "The Managing Director, TNSTC (CBE) Ltd.," payable at " COIMBATORE " between 10.30 to 16.00 hours.

Due to unforeseen events, if the tender opening date 10.05.2022 at 3.00 PM happens to be a holiday, the tender shall be opened on the next working day at the same time

The Tender schedule can also be downloaded through the website www.tenders.tn.gov.in. The necessary tender schedule cost shall be enclosed by means of Demand Draft in favour of "The Managing Director, TNSTC (CBE) Ltd.," in case tender is downloaded.

Signature of the tenderer

INSTRUCTION TO BIDDERS

IT - I INVITATION TO TENDER:

a) The Managing Director, TNSC invites sealed and super scribed tender for Installation of sharable Telecom Infrastructure at Bidder's own cost at ground level of TNSC depots & office premises in the places mentioned at COIMBATORE & ERODE, TIRUPPUR AND OOTY region in **Annexure I**.

b) The tenderer shall furnish the tender in two separate covers viz (a) Technical Bid and (b) Commercial Bid duly super scribed on the respective cover properly, and lodge them in one outer cover. Both the bids shall not be kept in one single cover. The prescribed format for Technical Bid is given in the **ANNEXURE-II** and for Commercial Bid in **ANNEXURE- V**. In view of the nature of tender, the technical bid is opened first and the technical bids shall be short listed to ascertain the eligible bidders and then offer containing the commercial bid in respect of successful technical bidders shall be opened for further processing on the date notified for this purpose. **Failure to submit the bids in two covers shall result in rejection of the tender summarily.**

c) The outer cover consisting of Technical Bid and Commercial Bid in the prescribed form shall be furnished to the Managing Director, TNSC duly super scribed **“Tender for Installing Sharable Telecom Infrastructures at cost of bidder at ground level in our depots & office premises of Tamil Nadu State Transport Corporation at various places in COIMBATORE, ERODE, TIRUPPUR AND OOTY Districts”** and dropped in the tender box kept in despatch section of the, TNSC (COIMBATORE) Ltd., 37, Mettupalayam Road, COIMBATORE on or before **10.05.2022** (i.e. up to 03.00 P.M. on 10.05.2022).

d) Only one participant representing each tender will be allowed to participate in the opening of tender. The participants for the tender should bring necessary authorization letter issued by their management to participate in the opening of the tender.

e) The Bidders who download the tender document from the website should enclose the tender cost of **Rs. 17,700/-** (inclusive of 18% GST) in the form of Pay Order / Demand Draft from a Scheduled Bank drawn in favour of **“The Managing Director, TNSC**

Signature of the tenderer

(COIMBATORE) Limited” payable at COIMBATORE along with the Technical Bid failing which the tender will be summarily rejected.

IT- 2 OPENING OF TENDER:

- a) The tenders for technical bid shall be opened by a committee constituted for this purpose by the Managing Director or his authorized representative in the presence of the bidders who choose to be present at the TNSTC (CBE) Ltd., on **10.05.2022 at 03.30 p.m.**
- b) The tender shall not be accepted after closing date and time fixed for receipt of tenders. Fax / Telegraphic tenders will not be accepted under any circumstances.
- c) Due to unforeseen events, if the tender opening date happens to be a holiday, the tender shall be opened on the next working day at the same time
- d) The decision of the Managing Director, TNSTC (CBE) Ltd., shall be the final in any matter of dispute.

IT - 3 SIGNATURE OF TENDERER:

- a) The tender must contain the name, official address and place of business of the person or persons submitting the tender and must be signed and sealed by the tenderer under his signature. A tender by partnership must be furnished with the full names of all partners and their business and residential addresses and be signed with the partner's names, by one of the partners or by a legally authorized representative followed by the signature and designation of the person or persons signing.
- b) Tenders by Corporations/Companies must be with the legal name of the Corporation/Company by the President or by the Secretary, or any other person(s) legally authorized to bind the Corporation/Company in the matter.

IT- 4 DETAILS ABOUT THE TENDERER:

- a) The tenderer should be a registered establishment. The Certificate of Registration issued by Registrar of Companies or SSI Certificate issued by the State Government shall be enclosed with the Technical Bid. Otherwise tender will be summarily rejected.

Signature of the tenderer

- b) Other details about the tenderer shall be furnished in the format given in **ANNEXURE- II** along with the documentary evidences in support of data furnished wherever necessary.
- c) The tenderer shall attach the photo copy of Service Tax Registration Certificate duly attested along with the Technical Bid ,otherwise tender will be summarily rejected.
- d) All the Photocopies enclosed along with the Technical Bid are required to be self attested. If required, the originals will be scrutinized separately. Irrespective of the stage of the bid or work order, false certificates shall lead to cancellation.

IT- 5 QUALIFICATION OF TENDERERS:

- a) The tenderer should have minimum five years previous experience in the field of installation of telecom infrastructure.
- b) Should furnish copies of work order (minimum 25 in the past two years) and invoices for having undertaken such work.
- c) Minimum turnover of **Rs.100.00 Crores** (Certified copies of Chartered Accountant for the past 3 financial years) in the Technical Bid cover, failing which their tender will not be considered for further evaluation.

IT- 6 VALIDITY OF TENDER:

The tender shall be firm and valid for 120 days from the date of opening of the Commercial bid.

IT- 7 EARNEST MONEY DEPOSIT (EMD) :

- a) The tenderer shall enclose EMD amount of **Rs.100000/-** (Rupees One Lakh only) in the form of Demand Draft drawn in favour of the Managing Director, TNSTC from any Nationalized Bank / Scheduled Bank payable at Chennai along with Technical Bid.
- b) Any tender not accompanied by EMD or accompanied by EMD for a lesser amount their tender shall be summarily rejected.
- c) No interest shall be payable on the EMD.
- d) The EMD will be refunded to the unsuccessful tenderers on finalization of the tender.

Signature of the tenderer

- e) The EMD will be refunded to the successful tenderer by the TNSTC after completion of installation work , execution of agreement and on receipt of Security Deposit .
- f) The EMD of the successful bidder is liable to be forfeited without notice if the offer is withdrawn before the expiry of its validity period besides addressing the Government for black listing of such tenderer.

IT – 8 EVALUATION CRITERIA:

- a) Responsive tenders will be evaluated on the basis of the price that is quoted for “To install Sharable Telecom Infrastructure at bidder’s cost at ground level or on top of buildings in our branches of TNSTC ”
- b).The tender will be evaluated based on the evaluation criteria specified in the tender document and the provisions contained in the Tamilnadu Transparency in Tenders Act 1998 and Rules 2000.
- c) The tender must conform to all the Terms and Conditions specified in the tender document. Otherwise tender will be summarily rejected.
- d) Based on the evaluation of technical bid, the short listed commercial bids shall be opened. The date and time of opening of the commercial bid will be intimated to the eligible tenderers later.
- e) The decision of the Managing Director, TNSTC shall be the final in any matter of dispute.
- f) All the required photocopies should be self attested by the official submitting the bid on behalf of the bidder submitted along with technical bid, failing which the enclosed document will be declared as invalid and the tender will be summarily rejected.

IT- 9 PERIOD OF CONTRACT

License period and Rate	: Initial license period will be for a minimum period of 10 years and renewable with no loss to the TNSTC
Rate per month	: is for monthly basis for first twelve months.
Hike in license fee	: 5% hike from the present contract price on Completion of every twelve months on cumulative basis.

Signature of the tenderer

IT – 10 FURNISHING OF RATES

- a) The tenderers are requested to go through the terms and conditions thoroughly before making the offer.
- b) The tenderer shall quote firm price for “Installing sharable Telecom Infrastructures at bidder’s cost at ground level or on top of building in our branches of TNSTC” .
The basic price, GST and any other statutory levies should be quoted separately in the format given in **ANNEXURE-V**.
- c) The rate shall be firm for the first one year period and subsequent extendable upto 10 years under mutual consent with 5% hike every year as specified in IT- 9.
- d) The rates shall be furnished only in the prescribed Performa duly dated and signed by the authorized signatory of the bidder, failing which the tender shall be rejected
- e) The tenderers are requested to furnish the **GST** rate separately if applicable and the same will be settled as per **GST** act. The rate / amount of GST quoted will not be included in rating of successful bids.
- f) The rates shall be quoted both in figures and in words and in cases of discrepancy between the prices quoted in figures and in words, higher of the two shall be considered and binding. All corrections made in the tender schedule must be authenticated.
- g) Any remarks offered must be neatly type written on paper bearing the letter head of the tenderer and all such accompaniments must bear the full signature of the authorized signatory on each and every page.
- h) The offers received with counter condition / hedging condition such as ‘Offers subject to availability of stock/Offers subject to confirmation at the time of Offer/Rate subject to market situation shall not be accepted.

IT – 11 PAYMENT TERMS:

Payment shall be made by means of Cheque / DD in favour of Managing Director, TNSTC (CBE) Limited, COIMBATORE.

Signature of the tenderer

IT – 12 DISQUALIFICATIONS:

Decision on individual tender is in the nature of collective responsibility of the management and any tenderer attempting to influence any member of the management will be liable for disqualification or blacklisting as the management may deem fit.

IT – 13 SPECIAL CONDITIONS:

- a) The TNSTC (COIMBATORE) Ltd. reserves the right to split the contract or permit more than one tenderer at the same premises and engage as many firms as required at its sole discretion.
- b) The tenderer shall make necessary arrangements to provide manpower, tools etc., for installing Sharable Telecom Infrastructures at their own cost at ground level and on top of buildings in our branches of TNSTC (COIMBATORE) Ltd.
- c) In case of any accident while installing, the matter should be reported through quickest means by the contractor to the concerned authority.
- d) **Area to be allotted:** The area to be allotted in each place to the tenderer for installing sharable telecom infrastructure is furnished in **Annexure I**. The bidder may choose the location (the location - **Annexure I**.) in consultation with the TNSTC (COIMBATORE) Ltd. The tenderer should ensure that the telecom infrastructure is made available in the area allotted at ground level as indicated for each place.

IT - 14 DURABILITY OF SHARABLE TELECOM INFRASTRUCTURE

The Licensee shall ensure that the installation of Sharable Telecom Infrastructure including the materials used for purpose are strong , durable and stable to withstand any natural forces during wind pressure particularly at times of heavy gale, rain etc.

It will be the responsibility of the licensee to obtain stability certificate of the building on which cellphone tower is to be installed from the concerned departments for erection of equipment on top of buildings.

IT – 15 INSURANCE

Comprehensive insurance policy (un-named) should be taken by the successful contractors before commencement of work and a copy of the same shall be furnished to The Managing Director, TNSTC (COIMBATORE) Ltd.

Signature of the tenderer

IT – 16 BEHAVIOUR OF PERSONNEL ENGAGED BY CONTRACTORS

- a) The contractors shall ensure that the manpower deputed by him are free from alcoholic effects when they are posted for installing and maintaining sharable Telecom Infrastructure in our branches of TNSTC (COIMBATORE) Ltd.
- b) TNSTC is not liable for any injury or accident which may be caused to the operating crew in the installing area during transportation and unloading and maintenance.

IT – 17 SECURITY DEPOSIT

- i) The term for reckoning License fee payable by the licensee shall begin from 30 days from the date of work order issued by TNSTC (COIMBATORE) Ltd. The Six months license fee as advance, towards security deposit must be paid within 15 days from the date of work order. Otherwise the licensor has the right to cancel the work order and EMD will be forfeited. The security deposit and EMD shall not carry any interest.
- ii) Licensee fee should be made along with GST as applicable from time to time and other taxes if any on or before last working day by way of Demand Draft of any Nationalized bank in favour of **The Managing Director, TNSTC (CBE) Ltd., payable at COIMBATORE**. Otherwise the lease rights will get automatically terminated immediately. The E.M.D. will also be forfeited.
- iii) The monthly license fee has to be paid within 5th day of each month without fail under any circumstances.
- iv) The following Agreement documents shall be deemed to form and be read and construed as part of the Agreement.
 - a) The Agreement
 - b) The letter of acceptance for payment of advance, security deposit and execution of contract agreement.
 - c) Acknowledgement letter from the successful tenderer.
 - d) This Tender Schedule
 - e) The tender submitted by the successful tenderer.

In the case of any dispute,

Signature of the tenderer

- (i) document shall prevail over the other documents, as furnished in the above order,
 - (ii) document getting the highest right.
- IV) Successful tenderer, after signing the agreement will henceforth be known as licensee for this license.

IT- 18 REJECTION OF ALL TENDERS:

TNSTC (COIMBATORE) Ltd., reserves the right to waive any infirmity in any tender and to reject one or all tenders while assigning reasons in the interest of the STU for such rejection.

IT – 19 CANCELLATIONS OF ORDER AND PENALTY:

The tenderer violates any of the conditions stipulated in the agreement during the contract period, Managing Director, TNSTC shall reserve the right to cancel the agreement and entrust the order with any other firm.

IT – 20 OTHER CONDITIONS:

- a) The tenderer shall submit the sealed tender document along with the Technical Bid on two cover system basis.
- 1) All the pages of the Tender forms and Annexure duly signed and filled up completely and submitted (except **ANNEXURE- V**) (i.e. Commercial Bid).
 - 2) Acceptance of General Terms and Conditions in the declaration form as per **ANNEXURE - III** should be enclosed without fail. Otherwise the tender will be summarily rejected.
 - 3) Acceptance of draft Agreement terms as per **ANNEXURE- IV** and the same shall be furnished along with the Technical Bid. Otherwise tender will be summarily rejected.
 - 4) EMD of Rs.1,00,000/- in the form Demand Draft drawn in favour of MD,TNSTC (COIMBATORE) Ltd., and payable at COIMBATORE . Otherwise tender will be summarily rejected.

Signature of the tenderer

- 5) The tender document can also be downloaded from the website www.tender.tn.gov.in Such downloaded tender document shall be accompanied by the tender schedule cost of **Rs.17,700 /-** (Rupees Seventeen Thousands seven hundred only) in the form of demand draft drawn in favour of Managing Director, TNSTC (COIMBATORE) Ltd., payable at Chennai
- 6) Copy of PAN Card should be enclosed.
- 7) Copy of Registration Certificate should be enclosed
- 8) Copy of SSI /NSIC Certificate should be enclosed.
- 9) Copy of Insurance taken for Labour shall be enclosed.
- 10) Copy of Goods and Service Tax (GST) Registration Certificate and enclose the Proof for payment of Service Tax for the year 2016-17.
- 11) Commercial bid consisting of Schedule of Rates as per **ANNEXURE-V** in the commercial Bid duly sealed and super scribed in separate cover.
- 12) The language of the tender shall be in English.
- 13) The tender inviting authority reserves the right to accept or reject any or all the tenders without assigning any reason thereon.
- 14) All the required photocopies should be self attested by the official submitting the bid on behalf of the bidder submitted along with technical bid, failing which the enclosed document will be declared as invalid and the tender will be summarily rejected.

IT – 21 LEGAL COVENANT

The Licensee shall indemnify the TNSTC (COIMBATORE) Ltd., from any covenant that may arise due to sub contract agreements made by Licensee with any other agency in respect of Sharable Telecom Infrastructures in TNSTC (COIMBATORE) Ltd., under this main contract.

- i) The licensee shall indemnify the TNSTC (COIMBATORE) Ltd., from any covenant either monetary or otherwise that may arise due to damages caused to others by Sharable Telecom Infrastructures either in the form of property loss or loss of life etc.

Signature of the tenderer

- ii) The Licensee shall indemnify the Licensor from all legal covenants and from any claim by any party that may arise due to damages caused by the Sharable Telecom Infrastructure either by way of incidents or accidents or otherwise during the period of license deed.
- iii) The Licensee shall indemnify the TNSC from any claim by any person or body of persons in the matter of wages, salaries, compensation, dues, etc. in connection with the Sharable Telecom Infrastructures covered under this license deed.
- iv) The licensee at his own cost, shall arrange for insurance coverage of Cell phone towers towards loss due to accident, theft, natural calamities etc.

IT - 22 ARBITRATION :

All the disputes/differences between the TNSC (COIMBATORE) Ltd., and the Licensee under the agreement shall be referred to the Sole arbitrator, the Managing Director of TNSC (COIMBATORE) Ltd., and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. Venue of arbitration hearing shall be at COIMBATORE and the arbitrator's decision/ order shall be final and binding on both the parties. In case of dispute the courts in COIMBATORE shall only have jurisdiction.

SIGNATURE OF THE BIDDER

DATE:

SEAL:

Signature of the tenderer

ANNEXURE – I**TAMILNADU STATE TRANSPORT CORPORATION (CBE)Ltd.,
COIMBATORE REGION BRANCH ADDRESS**

SL. NO.	Branch	Address	Space available for cell phone towers
1	Head office Campus	37, Mettupalayam road, Coimbatore - 641 043	450 Sq.ft.
2	Ukkadam-1	SF.No.2122, Sungam bye pass road, Ukkadam, Coimbatore-641 001	450 Sq.ft.
3	Ukkadam-2	SF.No.2122, Sungam bye pass road, Ukkadam, Coimbatore-641 001	450 Sq.ft.
4	Sungam-1	11/80 Trichy Road, Coimbatore-18	450 Sq.ft.
5	Sungam-2	11/79 Trichy Road, Coimbatore-18	450 Sq.ft.
6	Upplipalayam	152, Avanashi Road (under flyover), Coimbatore -641 018	450 Sq.ft.
7	Maruthamalai	Block No.40, 421/1 Maruhtamalai, Coimbatore- 641 046	450 Sq.ft.
8	Ondipudur campus	17, Trichy Road, Near railway gate, Ondipudur(Po), Coimbatore-641 016	450 Sq.ft. (2Nos)
9	Annur	328/2, 328/3, Sathy road, Annur -641 653	450 Sq.ft.
10	Pollachi-1	29, Vadugapalayam road, Mahalingapuram (Po), Pollachi-642 002	450 Sq.ft.
11	Pollachi-2	211/1, Town Police station road, Mahalingapuram (Po), Pollachi- 642 002	450 Sq.ft.
12	Pollachi-3	No.32/4b, Mahalingapuram (Po), Pollachi- 642 002	450 Sq.ft.
13	Karumathampatty	108, avanashi Road, Karumathampatty, Coimbatore -641 659	450 Sq.ft.
14	Mettupalayam Campus	5/595 Karamadai Road, Mettupalayam 641 301	450 Sq.ft.(3 Nos)
15	Valparai	New No.10/317 Old No.30, Valparai-642 127	450 Sq.ft.
16	RC and FC Unit Pollachi	4A, Goodshed Road, Pollachi-642 002	450 Sq.ft. (2Nos)
17	Vilankuruchi	Vilankuruchi Road, Opp to Cheran Maanagar, Coimbatore-641 035	450 Sq.ft. (3Nos.)
18	Training Institute, Pollachi	No.32/4b, Mahalingapuram (Po), Pollachi- 642 022	450 Sq.ft.
19	Paint Unit Kuruchi	Shed No.E-27 Sidco Industrial Estate, Coimbatore -641 021	450 Sq.ft.

Signature of the tenderer

TIRUPPUR REGION

1	Palani-1	26, Dindugal Road, Palani-624 001	450 Sq.ft.
2	Palani-2	26, Dindugal Road, Palani-624 001	450 Sq.ft.
3	Tiruppur-1	17, Kangayam Road, Tiruppur-641604	450 Sq.ft.
4	Tiruppur-2	1, Poonulkadu first street, Kangayam Main Road, Tiruppur district-641 601	450 Sq.ft.
5	Udumalpet	SF.No.132, Taj Bypass Road, Udumalpet-642 126	450 Sq.ft.
6	Palladam	247, Kosavampalayam Road, Palladam-641 664	450 Sq.ft.
7	Kangeyam	153, Palayakottai Road, Kangayam, Tiruppur -638 701	450 Sq.ft.
8	Dharapuram	100, Udumalai Road, Dharapuram, Tiruppur – 638 656	450 Sq.ft.
9	Udumalpet Body Building Unit	224/A, Palani Road, Udumalpet - 642 126	450 Sq.ft.

OOTY REGION

1	Ooty Depot Campus	267, C&D, willow bond road, Ooty-643 001	450 Sq.ft.
2	Ooty FC unit	267, C&D, willow bond road, Ooty-643 001	450 Sq.ft.
3	Coonoor	60/64, Kotagiri Road, Coonoor-643 101	450 Sq.ft.
4	Kotagiri	27/126,127,128, Church road, Kotagiri-643 217	450 Sq.ft.
5	Gudalur	9/7 B6-169/1A, 1B, Mysore road, Gudalur-643 211	450 Sq.ft.

ERODE REGION

1	Erode-1 & Erode-3	Kasipalayam, Chennimalai Road, Erode -638 001	450 Sq.ft.
2	Erode-2	142, Tiruchengode Road, Pallipalayam(Po), Namakkal -638006	450 Sq.ft.
3	Bhavani	SF.No.702/3, Urachikottai, Mettur Main Road, Bhavani(TK) Erode Dt.	450 Sq.ft.
4	Perundurai	Kunnathur Road, PMCH (Po) Perundurai, Erode District-638 052	450 Sq.ft.
5	Karur	4/168 or (4/198), Bypass road, Thirumanilaiyur Village, Karur Dist-639 001	450 Sq.ft.
6	Kodumudi	Committee Road, T.Othakadai, Kodumudi(Po), Erode -638 151	450 Sq.ft.
7	Gobi	64, Sathy Road, Naickenkadu, Gobichettipalayam(Po), Erode-638452	450 Sq.ft.

Signature of the tenderer

8	Kavundapadi	3, Sirvalur Road, Kavundapadi(Po), Erode District-638 455	450 Sq.ft.
9	Athiyur	157, Karathupalayam Road, Anthiyur(Po) Erode-638501	450 Sq.ft.
10	Nambiyur	101, Malayampalayam Road, Nambiyur(Po), Erode -638 458	450 Sq.ft.
11	Sathy	639, Coimbatore Road, Sathyamangalam (Po) Erode-638402	450 Sq.ft.
12	Thalavadi	3/695, Hosur Road, Thalavadi(Po), Erode – 638 461	450 Sq.ft.
13	Regional Office at Erode	45, chennimalai Road, Erode -638 001	450 Sq.ft.
14	CWS at Chittode	94 or 19, Main Road, Sri Vasavi Colloge (Po), Bhavani, Erode-638316	450 Sq.ft.
15	Body Building Unit at Pallipalayam	157, Tiruchengodu main Road, Pallipalayam, Namakkal district-638 006	450 Sq.ft.
16	Training center at Bhavanisagar	41, Dam line Road, Dhavanisagar, Erode- 638 451	450 Sq.ft.
17	Motel (Hassanur)	2/270, Bungalow Thottai, Mysore main Road, Hassanur(Po) Sathy Taluk, Erode District	450 Sq.ft.
18	Vehicle Conversion Unit at Bhavani	94, Indira Nagar, Bhavani, Erode District -638 301	450 Sq.ft.
19	Rangampalayam (Erode)	SF.No.507/1,2,4,5 Jeeva Nagar, Rangampalaaym, Erode -638 011	450 Sq.ft.
20	Gobi (Additional land)	SF.No.59/1A, Gobi-Pariyoor Road, Gobi(Po), Erode District -638 452	450 Sq.ft.
21	Chennimalai	SF.No.277/1B,2A,3B, 4A Inngur Road, Chennimalai (Po), Erode	450 Sq.ft.

DATE:

SEAL:

Signature of the tenderer

ANNEXURE-II
TECHNICAL BID

(To be sent in a separate sealed cover super scribed)

**DETAILS FOR PARTICIPATION IN THE TENDER FOR THE CONTRACT OF
INSTALLATION OF SHARABLE TELECOM INFRASTRUCTURE AT BIDDER'S
COST AT GROUND LEVEL IN OUR BRANCHES OF TNSC (COIMBATORE) LTD.**

The tenderer should furnish the following details along with Proof.

1	Name of Tenderer with address.	
2	Individual/Firm/Corporate body/others (pl. specify)	
3	Previous Projects of similar nature (Details in separate page) if any 5	
4	Qualification of Tenderer	
5	Yearly Turn Over	
6	Experience in years	
7	PAN Number	
8.	Photo copy of Registration Certificate	
9	Phone No.	
10	Mobile No, & E Mail ID	
11	EMD Amount	
12.	Details of DD :	

Seal:

Date:

Signature of the tenderer

Signature of the tenderer

TO INSTALL SHARABLE TELECOM INFRASTRUCTURE AT BIDDER'S COST AT GROUND LEVEL IN THE AREA ALLOTTED IN OUR DEPOTS AND OFFICE PREMISES OF TAMILNADU STATE TRANSPORT CORPORATION (COIMBATORE) LTD., ON RENTAL BASIS.

To

The Managing Director
37, Mettupalayam Road,
TNSTC (CBE) Limited,
COIMBATORE – 641 301

Sir,

Sub : To install sharable Telecom Infrastructures at bidder's own cost at ground level in our branches of TNSTC - Tender Rate quoted – Reg

Ref : Tender opening on **10.05.2022** at 3.30 P.M

___oOo___

I hereby agree to take over, on license, the work of installing sharable Telecom Infrastructures at our own cost at ground level and on top of building in branches of TNSTC(CBE) Ltd., on rental basis opted for subject to the terms and conditions of the tender.

I/We submit my/our offer, as quoted :

Amount quoted for the above said towards license fees (exclusive of taxes, levies, etc. payable to the Municipal Corporation, State and Central Government etc.,).

DATE:

SEAL:

Signature of the tenderer

ANNEXURE - IV**(To be Executed in Non Judicial Stamp Paper of Value Rs.100/-)****AGREEMENT**

THIS DEED OF AGREEMENT executed on between the Managing Director, TNSTC the one part andthe (**Telecom operators / Telecom Tower operators**) of the other part witnessed as under which shall include their respective heirs, Executor, Administrator, Representatives, Authorized Officers, Workmen, Officers, Agents and assigns.

WHEREAS TNSTC has issued work order for installation sharable Telecom Infrastructure at bidder's own cost at ground level in branches of TNSTC WHEREAS(**Telecom operators / Telecom Tower operators**) participated in the Tender and offered the highest price for the above works among other Tenderers. The Work Order No-----Dated. ----- was issued for the above Scope of Work viz. installation sharable Telecom Infrastructure at bidder's cost at ground level in branches of TNSTC(CBE)Ltd., .

Whereas both the parties have negotiated the Terms of the Agreement and both the parties have agreed for the following Terms and Conditions for installation of sharable Telecom Infrastructure at bidder's cost at ground level or on top of buildings in branches of TNSTC(CBE)Ltd.,.

The following documents shall form part of this Agreement.

1. Work Order Issued by TNSTC (CBE) Ltd.
2. Agreement executed
3. Security Deposit
4. This tender document

Signature of the tenderer

NOW THIS AGREEMENT is entered into the following Terms and Conditions:-

1. The (**Telecom operators / Telecom Tower operators**) hereby agree to install sharable Telecom Infrastructure at bidder's own cost at ground level in branches of TNSTC (CBE) Ltd.

2. **SCOPE OF TENDER** shall be that the(**Telecom operators / Telecom Tower operators**) hereby agree to install sharable Telecom Infrastructure at their own cost at ground level in branches of TNSTC (CBE) Ltd. The man power shall be placed in such a way that adequate numbers of persons are available round the clock throughout the year irrespective of the Holidays & even on non operational days also.

3. This Agreement will be in force for a period of One Year fromto.....

(a) The(**Telecom operators / Telecom Tower operators**) agrees to carry on all the incidental, ancillary, sudden exigencies & other man power requirements for installation sharable Telecom Infrastructure at their own cost at ground level in branches of TNSTC (CBE) Ltd..

(b) Work schedule for installation sharable Telecom Infrastructure at their own cost at ground level in branches of TNSTC (CBE) Ltd..

(c) Place of Installation : As in Annexure-I

(d) Authorized Representative: The(**Telecom operators / Telecom Tower operators**) shall undertake to station at least one of his authorized representatives round the clock, in order to facilitate TNSTC (CBE) Ltd.. to suggest or to communicate its decisions immediately and for bringing force of such alteration, suggestion and the manner of the execution of the work forthwith.

Signature of the tenderer

TERMS AND TENDER CONDITIONS

I) “TNSTC”

means TamilNadu State Transport Corporation (CBE) Ltd..

II) “Licensee”

means the tenderer whose tender has been accepted by the competent authority for which he has quoted.

III) “Licensor”

represents the Managing Director , TNSTC (CBE) Ltd, for which the tender has been accepted.

i) THE LICENCE

The License is for installation sharable Telecom Infrastructure at your own cost at ground level in TNSTC (CBE) Ltd. for which the tender has been submitted

IV) PERIOD OF CONTRACT

License period and Rate : Initial license period will be for a minimum
period of 10 years

Rate per month : is for monthly basis for first twelve months.

Hike in license fee : 5% hike from the present contract price on
completion every twelve months on cumulative basis.

V) BEHAVIOUR OF PERSONNEL ENGAGED BY CONTRACTORS

- a) The contractors shall ensure that the manpower deputed by him are free from alcoholic effects when they are posted for installing sharable Telecom Infrastructure in our branches of TNSTC (CBE) Ltd.
- b) TNSTC (CBE) Ltd., is not liable for any injury or accident which may be caused to the operating crew in the installing area during transportation and unloading and maintenance.

VI) DURABILITY OF SHARABLE TELECOM INFRASTRUCTURES

The Licensee shall ensure that the installation of Sharable Telecom Infrastructure including the materials used for purpose are strong , durable and stable to withstand any natural forces during wind pressure particularly at times of heavy gale, rain etc.

Signature of the tenderer

It will be the responsibility of the licensee to obtain stability certificate of the building on which cellphone tower is to be installed from the concerned departments for erection of equipment on top of buildings.

VII) REMOVAL OF SHARABLE TELECOM INFRASTRUCTURES ON EXPIRY OF CONTRACT

The Licensee shall ensure the removal of Sharable Telecom Infrastructures immediately on expiry of contract without causing any damage to any part of TNSTC (CBE) Ltd., property and inconvenience to the normal functioning of TNSTC (CBE) Ltd. However, if the Infrastructure are not removed within 7 days after expiry of the license period, double the rental charges on pro rata basis shall be collected from the Licensee and if such delay in removing the Sharable Telecom Infrastructure exceeds 10 days from the date of expiry of contract, the Director reserves the right of removing such Sharable Telecom Infrastructure with no compensation to the Licensee. The actual expenditure incurred by the TNSTC (CBE) Ltd. for such removal of Sharable Telecom Infrastructures and the penal rental charges shall be deducted from the Security Deposit of the Licensee and the balance shall be paid after verification of other documents.

VIII) ERECTION, MAINTENANCE, REPAIR AND REMOVAL OF SHARABLE TELECOM INFRASTRUCTURES :

- i) The Licensee shall furnish the programme of erection of Sharable Telecom Infrastructure at least 15 days in advance.
- ii The Licensee shall erect the Sharable Telecom Infrastructure on the space owned by the TNSTC (CBE) Ltd., the location / space allotted by the TNSTC (CBE) Ltd alone be used for installation of Sharable Telecom Infrastructures purpose . Cutting of trees will not be allowed.
- III) Authorization of staff employed for purpose of installation of Sharable Telecom Infrastructures shall be furnished by licensee in advance to issue permit passes to allow them inside TNSTC (CBE) Ltd
- iv) No material and other facilities such as tools, labour etc. shall be provided to the licensee by the TNSTC (CBE) Ltd., during the time of erection of Sharable Telecom Infrastructure .

Signature of the tenderer

- V) The Licensee shall ensure full safety and security during the time of erection of Sharable Telecom Infrastructure and the licensee shall not cause any inconvenience to the functioning of the institute .
- VI) Maintenance of Sharable Telecom Infrastructure shall be done periodically and under no circumstances lack of maintenance of Sharable Telecom Infrastructures shall be allowed which will cause discredit to the image of TNSTC (CBE) Ltd. If however the licensee does not comply with the above requirements of maintenance norms, the contract agreement shall cease after issue of three notices at 15 days interval each.
- VII) It shall be the sole responsibility of the Licensee to obtain all necessary permissions, orders, etc. from the statutory authorities in matters concerned with erection of Sharable Telecom Infrastructures.
- VIII) If the Licensee wants to provide lighting facilities to their Sharable Telecom Infrastructures, the contractor shall bear all expenses including EB deposit and monthly Electricity bill etc,. The TNSTC (CBE) Ltd., will not provide any facility for this.
- IX) At the end of the period/ on termination of contract the Licensee has to remove the Sharable Telecom Infrastructure at their own cost within 7 days . If not done, the same will be removed by us and actual cost will be adjusted against EMD. If the actual cost exceeds EMD the excess amount will be recovered from the contractor.

IX) SECURITY DEPOSIT

- i) The term for reckoning License fee payable by the licensee shall begin from 30 days from the date of work order from TNSTC (CBE) Ltd. The Six months license fee as advance, towards security deposit must be paid within 15 days from the date of work order. Otherwise the licensor has the right to cancel the work order and EMD will be forfeited. The security deposit and EMD shall not carry any interest.
- II) Licensee fee should be made along with GST as applicable from time to time and other taxes if any on or before last working day by way of Demand Draft of any Nationalized bank in favour of **The Managing Director, TNSTC (CBE) Ltd., payable at Coimbatore**. Otherwise the lease rights will get

Signature of the tenderer

automatically terminated immediately. The E.M.D. will also be forfeited.

- iii) The monthly licence fee has to be paid within 5th day of each month
- iv) The following Agreement documents shall be deemed to form and be read and construed as part of the Agreement.
 - a) The Agreement
 - b) The letter of acceptance for payment of advance , security deposit and execution of contract agreement.
 - c) Acknowledgement letter from the successful tenderer.
 - d) This Tender Schedule
 - e) The tender submitted by the successful tenderer.

In the case of any dispute,

 - (i) Document shall prevail over the other documents, as furnished in the above order,
 - (ii) Document getting the highest right.
- V) Successful tenderer, after signing the agreement will henceforth be known as licensee for this license.

X) PAYMENT OF TAXES, FEES, CHARGES etc.

The licensee shall pay all taxes, fees, charges, etc. and other statutory levies demanded by local bodies, State Government, Central Government or any other authorized statutory bodies etc. towards installation of Sharable Telecom Infrastructure from time to time without any arrears thereof. If the licensee fail to do so, the licensee shall forfeit the right to operate the Sharable Telecom Infrastructure with no compensation whatsoever for the purpose.

- iv) The licensee shall produce the receipt of payment in original as evidence for having paid all taxes, fees, charges, levies etc., as per demand made by the statutory bodies concerned and hand over a photo copy of the same to the TNSTC (CBE) Ltd., failing which the TNSTC (CBE) Ltd., shall be at liberty to terminate the license forthwith without compensation to the licensee.

XI) LEGAL COVENANT

The Licensee shall indemnify the TNSTC (CBE) Ltd., from any covenant that may arise due to sub contract agreements made by Licensee with any other agency in respect of Sharable Telecom Infrastructures in TNSTC (CBE) Ltd., under this main contract.

- I) The licensee shall indemnify the TNSTC (CBE) Ltd., from any covenant either monetary or otherwise that may arise due to damages caused to others by

Signature of the tenderer

Sharable Telecom Infrastructures either in the form of property loss or loss of life etc. The Licensee shall indemnify the Licensor from all legal covenants and from any claim by any party that may arise due to damages caused by the Sharable Telecom Infrastructure either by way of incidents or accidents or otherwise during the period of license deed.

- ii) The Licensee shall indemnify the TNSTC (CBE) Ltd., from any claim by any person or body of persons in the matter of wages, salaries, compensation, dues, etc. in connection with the Sharable Telecom Infrastructures covered under this license deed.
- iii) The licensee at his own cost, shall arrange for insurance coverage of Cell phone towers towards loss due to accident, theft, natural calamities etc.

XII) PLEDGING,SELLING,ETC. ON SHARABLE TELECOM INFRASTRUCTURES :

The Licensee shall not pledge, sell, create charges, dispose otherwise the right of Sharable Telecom Infrastructures covered under this contract to any other agency or individual

XIII) TRANSFER OF CONTRACT

The Licensee shall not transfer the right of Sharable Telecom Infrastructures covered under this contract to any other agency or individual either in part during the period of contract.

XIV) CANCELLATION OF CONTRACT

- i) The Licensor shall not be responsible for any discontinuance of Sharable Telecom Infrastructures under this deed because of change of rules of the State and Central Government or the Policy decision taken by the Members of Governing Council of the TNSTC(CBE) Ltd., by introduction of new statutory provisions / clarifications.
- ii) In the event of such discontinuation, the Licensor shall arrange to pay the license fee for the unexpired portion of the license period to the licensee within 30 days from the notice of such cancellation after deducting any dues payable to TNSTC (CBE) Ltd., by the Licensee including any statutory levies payable to the local bodies, State and Central Government.

XV) INSOLVENCY OF THE LICENSEE OR NON-OBSERVANCE OF THE OBLIGATION OR DEED ON THE PART OF THE LICENSEE.

If the Licensee shall commit any act of insolvency or shall be adjudged insolvent or shall have an order for compulsory winding up made against them or pass

Signature of the tenderer

an effective resolution for winding up voluntarily or subject to the supervision of the Court or if the licensee shall suffer execution to be issued or shall suffer any payment under this deed to be attached or shall charge or encumber this contract or any payments due to which may become due to the licensor, hereunder, or compound with their creditors or if the licensee fails to observe and perform any of the obligations, covenants or deed on their part herein contained or if the licensee shall go into liquidation, then on all or any of such events happening, it shall be lawful for the Managing Director, TNSTC (CBE) Ltd., without any notice, to determine this license and take possession on behalf of licensee of all Cell phone Towers installed at TNSTC (CBE) Ltd., under this deed and the license shall become property of the Director to recover all sums due hereunder and damages in respect of any breach or default on the part of the licensee.

XVI) NOTICE OF TERMINATION OF CONTRACT

If during the period of this license, the licensee makes default in paying any amount due to Licensor, as per provisions made under this deed for the period of 30 days after the due date of payment thereof or if the licensee shall fail to observe and perform any of the terms, obligations and conditions herein contained and on their part to be observed and performed then in all or such events,

It shall be lawful for the Licensor to call upon the licensee in writing to make the payment or to observe and perform the said terms, obligations and conditions within 15 days from the date of such intimation and if the licensee shall fail within the said period to remedy such defect to the satisfaction of the Licensor, then notwithstanding anything contained in the deed, the Licensor shall be at liberty at any time thereafter to terminate this deed by giving notice to the licensee 15 days in writing to expire at any time of his intention to terminate this license shall, on expiry of the notice stands cancelled but without prejudice to the rights of either party against the other in respect of any matter of their antecedents to such cancellation.

The Licensor also reserves the right of terminating the license deed if the licensee is found to have been black listed either by State/Central Government or Government Undertaking for purpose of advertisement display right with no compensation to the licensee. All advances including installation of Sharable Telecom Infrastructures shall be recovered by Licensor with no compensation to the Licensee, in the event of above.

XVII) The decision of the Managing Director, TNSTC (CBE) Ltd., shall be the final in any matter of dispute.

Signature of the tenderer

XVIII) ARBITRATION :

All the disputes/differences between the TNSTC and the Licensee under the agreement shall be referred to the Sole arbitrator, the Managing Director of TNSTC and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. Venue of arbitration hearing shall be at Coimbatore and the arbitrator's decision/ order shall be final and binding on both the parties. In case of dispute the courts in Coimbatore shall only have jurisdiction.

**MANAGING DIRECTOR
TAMIL NADU STATE TRANSPORT
CORPORATION**

Signature of the Tenderer

Herein witness where of the Contractor and the Managing Director, TNSTC (CBE) Ltd., have herein set the respective signature on the day Month and year first herein above written.

Witnesses :

- | | |
|----|--|
| 1. | Signed sealed and delivered by the Contractor with presence of witness |
| 2. | |

Witnesses :

- | | |
|-----|---|
| 1. | Signed sealed and delivered by the Managing Director, TNSTC (CBE) Ltd. with presence of witnesses |
| 2.. | |

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Signature of the tenderer

ANNEXURE - V
COMMERCIAL BID

(To be sent in a separate sealed cover super scribed)

NAME OF WORK : To install sharable Telecom Infrastructures at bidder's own cost at ground level in TNSCTC depots & office premises in **COIMBATORE Region.**

SL. NO	LOCATIONS	DISTRICT	AVAILABL E AREA AT GROUND LEVEL	Monthly Rent for installation of one Cell phone tower in the place mentioned. Rs.	GST 18% Rs.	Total amount for installation of one Cell phone tower in the place mentioned Rs.
1	Head office Campus	COIMBATORE	450 Sq.ft			
2	Ukkadam-1	COIMBATORE	450 Sq.ft			
3	Ukkadam-2	COIMBATORE	450 Sq.ft			
4	Sungam-1	COIMBATORE	450 Sq.ft			
5	Sungam-2	COIMBATORE	450 Sq.ft			
6	Upplipalayam	COIMBATORE	450 Sq.ft			
7	Maruthamalai	COIMBATORE	450 Sq.ft			
8	Ondipudur campus	COIMBATORE	450 Sq.ft (2Nos.)			
9	Annur		450 Sq.ft			
10	Pollachi-1	COIMBATORE	450 Sq.ft			
11	Pollachi-2	COIMBATORE	450 Sq.ft			
12	Pollachi-3	COIMBATORE	450 Sq.ft			
13	Karumathampatty	COIMBATORE	450 Sq.ft			
14	Mettupalayam Campus	COIMBATORE	450 Sq.ft (3Nos.)			
15	Valparai	COIMBATORE	450 Sq.ft			
16	RC and FC Unit Pollachi	COIMBATORE	450 Sq.ft (2Nos.)			
17	Vilankuruchi	COIMBATORE	450 Sq.ft (3Nos.)			
18	Training Institute, Pollachi	COIMBATORE	450 Sq.ft			
19	Paint Unit Kuruchi	COIMBATORE	450 Sq.ft			

Name (In Block Letters) :

Date :

Address with Contractor /

Company seal

Signature of Tenderer

Signature of the tenderer

ANNEXURE - V COMMERCIAL BID

(To be sent in a separate sealed cover super scribed)

NAME OF WORK : To install sharable Telecom Infrastructures at bidder's own cost at ground level in TNSCT depots & office premises in **ERODE Region.**

SL. NO	LOCATIONS	DISTRICT	AVAILABLE AREA AT GROUND LEVEL	Monthly Rent for installation of one Cell phone tower in the place mentioned. Rs.	GST 18% Rs.	Total amount for installation of one Cell phone tower in the place mentioned Rs.
1	Erode-1 & Erode-3	Erode	450 Sq.ft			
2	Erode-2	Namakkal	450 Sq.ft			
3	Bhavani	Erode	450 Sq.ft			
4	Perundurai	Erode	450 Sq.ft			
5	Karur	Karur	450 Sq.ft			
6	Kodumudi	Erode	450 Sq.ft			
7	Gobi	Erode	450 Sq.ft			
8	Kavundapadi	Erode	450 Sq.ft			
9	Athiyur	Erode	450 Sq.ft			
10	Nambiyur	Erode	450 Sq.ft			
11	Sathy	Erode	450 Sq.ft			
12	Thalavadi	Erode	450 Sq.ft			
13	Regional Office at Erode	Erode	450 Sq.ft			
14	CWS at Chittode	Erode	450 Sq.ft			
15	Body Building Unit at Pallipalayam	Namakkal	450 Sq.ft			
16	Training center at Bhavanisagar	Erode	450 Sq.ft			
17	Motel (Hassanur)	Erode	450 Sq.ft			
18	Vehicle Conversion Unit at Bhavani	Erode	450 Sq.ft			
19	Rangampalayam (Erode)	Erode	450 Sq.ft			
20	Gobi (Additional land)	Erode	450 Sq.ft			
21	Chennimalai	Erode	450 Sq.ft			

Name (In Block Letters) :

Date :

Address with Contractor /

Company seal

Signature of the tenderer

ANNEXURE - V
COMMERCIAL BID

(To be sent in a separate sealed cover super scribed)

NAME OF WORK : To install sharable Telecom Infrastructures at bidder's own cost at ground level in TNSTC depots & office premises in **TIRUPPUR Region.**

SL. NO	LOCATIONS	DISTRICT	AVAILABLE AREA AT GROUND LEVEL	Monthly Rent for installation of one Cell phone tower in the place mentioned. Rs.	GST 18% Rs.	Total amount for installation of one Cell phone tower in the place mentioned Rs.
1	Palani-1	Dindugal	450 Sq.ft			
2	Palani-2	Dindugal	450 Sq.ft			
3	Tiruppur-1	Tiruppur	450 Sq.ft			
4	Tiruppur-2	Tiruppur	450 Sq.ft			
5	Udumalpet	Tiruppur	450 Sq.ft			
6	Palladam	Tiruppur	450 Sq.ft			
7	Kangeyam	Tiruppur	450 Sq.ft			
8	Dharapuram	Tiruppur	450 Sq.ft			
9	Udumalpet Body Building Unit	Tiruppur	450 Sq.ft			

Name (In Block Letters) :

Date :

Address with Contractor /

Company seal

Signature of the tenderer

ANNEXURE - V
COMMERCIAL BID

(To be sent in a separate sealed cover super scribed)

NAME OF WORK : To install sharable Telecom Infrastructures at bidder's own cost at ground level in TNSSTC depots & office premises in **OOTY Region.**

SL. NO	LOCATIONS	DISTRICT	AVAILABLE AREA AT GROUND LEVEL	Monthly Rent for installation of one Cell phone tower in the place mentioned. Rs.	GST 18% Rs.	Total amount for installation of one Cell phone tower in the place mentioned Rs.
1	Ooty Depot Campus	Nilgiris	450 Sq.ft			
2	Coonoor	Nilgiris	450 Sq.ft			
3	Kotagiri	Nilgiris	450 Sq.ft			
4	Gudalur	Nilgiris	450 Sq.ft			
5	Ooty FC Unit	Nilgiris	450 Sq.ft			

Name (In Block Letters) :
Date :
Address with Contractor /
Company seal

Signature of the tenderer