

**TAMILNADU STATE TRANSPORT CORPORATION (KUM) Ltd., KUMBAKONAM.**

**TENDER NO :1/2022-2023 dt:25.05.2022**

**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 UNDERTAKING ON RENTAL BASIS FROM TELECOM OPERATORS AND TELECOM TOWER OPERATORS. (Depot wise separate Tender)

**LAST DATE AND TIME OF SUBMISSION : 16.06.2022 upto 2.00 PM**

**DATE AND TIME OF OPENING TENDER : 16.06.2022 at 3.00 PM**

**TENDER SCHEDULE COST : Rs. 590.00 (Rs.500.00 + GST 18 %)**

**EMD : Rs. 30,000.00 for Each spot**

**Tender Schedule sold to : \_\_\_\_\_**  
\_\_\_\_\_  
\_\_\_\_\_

**MANAGING DIRECTOR,**

**TamilNadu State Transport Corporation (Kum) Ltd.,  
Kumbakonam.**

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

**(This Document is not Transferable)**

## INSTRUCTION TO BIDDERS

### IT – 1. INVITATION TO TENDER:

a) The Managing Director, TNSSTC (Kum) Ltd., Kumbakonam invites sealed and super scribed tender for Installation of sharable Telecom Infrastructure at Bidder's own cost at ground level of TNSSTC depots & office premises in the places mentioned 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, TNSSTC (Kum) Ltd., Kumbakonam 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 (Kum) Ltd, Kumbakonam (Depot wise separate tender with the spot details)”** and dropped in the tender box kept in the office of the Deputy Manager (Civil-Corporate), TNSSTC (Kum) Ltd., Kumbakonam on or before **16.06.2022**, ( i.e. up to 14.00 Hours on : **16.06.2022**).

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. 590.00** (inclusive of 18 % GST) in the form of Demand Draft from a Nationalized Bank drawn in favour of **“The Managing Director, TNSSTC (Kum) Ltd., Kumbakonam”** payable at Kumbakonam 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 TNSSTC on **16.06.2022 at 15.00 Hours**.

- 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 (Kum) Ltd., Kumbakonam 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.
- 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 Goods and 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 Telecom operation and 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 Average turnover of **Rs.20.00 lakhs** (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 otherwise tender is liable for rejection.
- d) 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- 6. VALIDITY OF TENDER:**

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

#### **IT- 7. EARNEST MONEY DEPOSIT ( EMD) :**

- a) **a)** The tenderer shall enclose EMD amount of Rs.30,000.00 for depot wise each tender (Rupees Thirty Thousand only) in the form of Demand Draft drawn in favour of the Managing Director, TNSTC (Kum) Ltd., Kumbakonam from any Nationalized Bank payable at Kumbakonam along with Technical Bid otherwise tender is liable for rejection.
- 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.
- e)** The EMD will be refunded to the successful tenderer by the TNSTC (Kum) Ltd., Kumbakonam 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 in our branches of TNSTC (Kum) Ltd., Kumbakonam (Depot wise separate tender)”
- 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 confirm 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 (Kum) Ltd., Kumbakonam shall be the final in any matter of dispute.

#### **IT- 9. PERIOD OF CONTRACT**

License period and Rate : Initial license period will be 12 Months (one year) & will be renewed up to 10 years with an increase of Rate @ 5% over the previous year Rate.

The license period will be further extended with the mutual consent with the increase of Rate at the rate of not less than 5% after 10 years

Rate per month : 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.

#### **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 in our branches of TNSTC (Kum) Ltd., Kumbakonam (Depot wise separate tender)”. The basic price (Excluding 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:**

The monthly license fee has to be paid within **5<sup>th</sup> day** of every month without fail under any circumstances. If the license fee is not paid within first five days of the month, interest at the rate of 24 % per annum will be collected from the licensee from first of the defaulted month calculated at the Pro rate basis for the number of days delay as penalty. Payment shall be made by means of Demand Draft in favour of Managing Director, TNSTC (Kum)Ltd., Kumbakonam.

#### **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 (Kum) Ltd., Kumbakonam 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 in our branches of TNSTC (Kum) Ltd., Kumbakonam.
- 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 (Kum) Ltd., Kumbakonam. The tenderer should ensure that the telecom infrastructure is made available in the area allotted either 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.and should be as per the specifications prescribed by Bureau of Indian Standards.

**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 (Kum) Ltd., Kumbakonam.

The materials used for tower erection has to remove by contractors own cost at the end of contract period).

### **IT – 16. BEHAVIOUR OF PERSONNEL ENGAGED BY CONTRACTORS**

- a) The contractors shall ensure that the manpower deputed by him is free from alcoholic effects when they are posted for installing and maintaining sharable Telecom Infrastructure in our branches of TNSTC (Kum) Ltd., Kumbakonam.
- b) TNSTC (Kum) Ltd., Kumbakonam 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 (Kum) Ltd., Kumbakonam. The Six months license fee in 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 by way of Demand Draft of any Nationalized bank in favour of “The Managing Director, TNSTC (Kum) Ltd., Kumbakonam” payable at Kumbakonam. 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 **5<sup>th</sup> day** of each month without fail under any circumstances. If the license fee is not paid within first five days of the month, interest at the rate of 24 % per annum will be collected from the licensee from first of the defaulted month as penalty. If the license fee is not paid for more than one month within the stipulated date the license agreement will liable to be terminated automatically without further notice and the materials will be taken over by the licensor besides forfeiting the E.M.D and Security Deposit.
- 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 (ie. agreement).
- v) Successful tenderer, after signing the agreement will henceforth be known as licensee for this license.

#### **IT- 18. REJECTIONS OF ALL TENDERS:**

TNSTC (Kum) Ltd., Kumbakonam, 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, TNSSTC (Kum) Ltd., Kumbakonam 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 for each branch.**

**Cover I**

All the pages of the Tender forms and Annexure duly signed and filled up completely and submitted (except **ANNEXURE- V** , i.e. Commercial Bid).

- 1) 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.
- 2) 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.
- 3) EMD of **Rs.30,000.00** in the form Demand Draft drawn in favour of “The Managing Director, TNSSTC (Kum) Ltd., Kumbakonam” and payable at Kumbakonam. Otherwise tender will be summarily rejected.
- 5) The tender document can also be downloaded from the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)
- 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 2018-19.
- 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 photo copies 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 (Kum) Ltd., Kumbakonam 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 (Kum) Ltd., Kumbakonam under this main contract.

- i) The licensee shall indemnify the TNSTC (Kum) Ltd., Kumbakonam 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.
- 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 TNSTC (Kum) Ltd., Kumbakonam 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 TNSTC (Kum) Ltd., Kumbakonam and the Licensee under the agreement shall be referred to the Sole arbitrator, the Managing Director of TNSTC (Kum) Ltd., Kumbakonam and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. Venue of arbitration hearing shall be at Kumbakonam and the arbitrator's decision/order shall be final and binding on both the parties. In case of dispute the courts in kumbakonam shall only have jurisdiction.

**SIGNATURE OF THE BIDDER**

**DATE:**

**SEAL:**

## ANNEXURE – I

ALL REGIONS					
SL. NO	Region	BRANCHES	Address of the Branch	Area in Acre.	Area for Tower
1	KUM	Head office and Town,Moff Branch Kumbakonam	New Railway Station Road Kumbakonam-mayiladudurai road	8.00	450 SFT
2	KUM	Thiruvaiyaru	Thiruvaiyaru to kallanai Road Thirukattupalli, Kaduvelli.	5.32	450 SFT
3	KUM	Tanjavur-Moff	Tanjavur-kumbakonam Road Baloba Nandavanam, Road,Karanthattankudi	2.53	450 SFT
4	KUM	Tanjavur-Town (I &II)	Jabamalaipuram Street, Thanjavur	6.20	450 SFT
5	KUM	Orathanadu	Thanjavur to Pattukottai Main Road, Orathanadu.	2.64	450 SFT
6	KUM	Pattukottai	Anthonyar Kovil Street, Pattukottai	3.00	450 SFT
7	KUM	Peravurani	Sethubava saththeram Road, Peravurani.	2.75	450 SFT
8	KUM	Karanthattankudi Vacand Land	Thanjavur-Kumbakonam Main Road, Karanthattankudi,Thanjavur.	4.84	450 SFT
9	KUM	Chollan Illam	Needamangalam Road. Kumbakonam.	1.00	450 SFT
10	TRY	Head office Trichy	REGIONAL OFFICE, Periyamilaguparai, Opp.to.New Collector Office, Trichy .	6.10	450 SFT
11	TRY	Rockfort	SalaiRoad,woraiyur,Trichy	2.57	450 SFT
12	TRY	Dheeran Nagar	Dheeran Chinnamali Nagar, Dindigul Road,Trichy.	4.00	450 SFT
13	TRY	Thuvakudi branch	Trichy - Thanjavur Road, 4/1,REC Campus,Thuvakkudi.	2.99	450 SFT
14	TRY	Thuvakudi R.C unit	Trichy- Thanjavur Road ,Thuvakkudi.	6.50	450 SFT
15	TRY	Thuvarankurichi	Madurai Road, Thuvarankuruchi.	3.53	450 SFT
16	TRY	Perambalur	Thuraimangalam, Perambalur .	3.00	450 SFT
17	TRY	Jayankondam	Senthurai Road,Jayankondam .	3.00	450 SFT
18	TRY	Ariyalur	146-2,,Kallankurichi Road, Ariyalur .	4.41	450 SFT
19	TRY	Upliyapuram depot	Aathur Main Road, Thuraiyur Tk, Trichy .	2.63	450 SFT
20	TRY	Thuraiyur	Trichy Road,Thuraiyur .	2.20	450 SFT
21	TRY	Manachanallur	Vengankudivillage,Manachanallur, Trichy.	3.00	450 SFT
22	TRY	TNJ- Karuthattankudi vacant land	Thanjavur to kumbakonam bye-pass road at karanthattankudi, Thanjavur.	3.46	450 SFT
23	TRY	Viralimalai (Vacant land)	SF.204/4, Viralur Village,Illuppur(tk), Pudukottai(Dt)	1.75	450 SFT
24	KRR	Karur	Thirumanilaiyur, Karur .	4.38	450 SFT

25	KRR	Karur BB Unit	Manmangalam, Karur	4.75	450 SFT
26	KRR	Aravakurichi depot	Pallapatti Main Road, Aravakurichi TK, Karur .	2.50	450 SFT
27	KRR	Kulithalai depot	Manathattai, Karur.	1.83	450 SFT
28	KRR	Musiri	Salem Bye Pass Road, Musiri.	1.87	450 SFT
29	KRR	Palayam vacant land	92/1, Mettukalathur village, Vedachandur Taluk, Dindugal District	2.30	450 SFT
30	PDK	Pudukkottai- Mof & City	Sathiyamoorthi Road near Bus stand	5.57	450 SFT
31	PDK	Aranthangi	Pattukkottai Road	1.44	450 SFT
32	PDK	Alangudi	Karambakudi Road	2.00	450 SFT
33	PDK	Pattukkottai	Punitha Anthoniyar Kovil Street	1.11	450 SFT
34	PDK	Edamalaipattipudur Trichy	M.G.R Nagar Road Trichy	2.14	450 SFT
35	PDK	Gandarvakottai	Pudukkottai- Thanjavur Main Road	2.79	450 SFT
36	PDK	Illuppur	Pudukkottai- Dindugal Main Road	3.00	450 SFT
37	PDK	Ponnamaravathy	Thiruppathur Road	2.22	450 SFT
38	PDK	Thirumayam	Thulaiyanur village, Thirumayam Road	6.00	450 SFT
39	PDK	Keeranur	Kulathur Road	2.07	450 SFT
40	PDK	Sipcot land at Pudukkottai	Natampannai Village, Trichy Road	7.62	450 SFT
41	KKD	Karaikudi	Kovilur Road, Karaikudi. PIN: 630 001.	3.51	450 SFT
42	KKD	Devakottai	No.333, Thiruppathur Road, Devakottai. PIN:630 302.	6.63	450 SFT
43	KKD	Ramnad-Mof	No.18A, Devipattinam Road, Ramanathapuram. PIN: 623 501.	3.68	450 SFT
44	KKD	Ramnad-Town	No.72,73,74 - Madurai Road, Ramanathapuram, PIN:623 501.	2.48	450 SFT
45	KKD	Rameswaram	Theetchithar Kollai, Rameswaram. PIN:623 526.	3.27	450 SFT
46	KKD	Paramakudi	No.12/427 , Weekly Market Road, Paramakudi. PIN:623 707.	3.00	450 SFT
47	KKD	Kamudhi	No.298/6,7,8 - Thiruchuli Road Kamudhi. PIN: 623 603.	2.52	450 SFT
48	KKD	Mudhukulathur	Kamudhi Road, Mudhukulathur PIN:623 704.	2.12	450 SFT
49	KKD	F.C.Unit- Ramnad	Railway Feeder Road, Ramanathapuram. PIN:623 501	0.87	450 SFT
50	KKD	BBU-Karaikudi	No.325 , Sekkalai Road, Karaikudi. PIN: 630 001.	0.65	450 SFT

51	KKD	Regional Office- Karaikudi	Maruthupathy , Managiri Road Managiri (Post ) , Karaikudi. IN: 630 307.	30.00	450 SFT
52	NGT	Nagapattinam	Public Office Road, Nagapattinam.	1.50	450 SFT
53	NGT	Karaikkal	New Bus stand, Bye Pass Road , Karaikkal.	2.37	450 SFT
54	NGT	Poraiyar	Manganallur, Trangabade Road, Poraiyar.	5.79	450 SFT
55	NGT	Mayiladuthurai	Railway Station, Pillaiyar Kovil Street, Mayiladuthurai.	2.25	450 SFT
56	NGT	Sirkali	MuruganKovil Street, Srikali	1.43	450 SFT
57	NGT	Chidambaram	Kadalur Road, Chidambaram.	2.40	450 SFT
58	NGT	Vedaraniyam	Nagathoppu, Vedaraniyam.	2.75	450 SFT
59	NGT	Thiruvarur	24,Thanjavur salai, Thiruvarur.	1.98	450 SFT
60	NGT	Nannilam	Nannilam - Thiruvarur Road, Nannilam.	3.71	450 SFT
61	NGT	Mannargudi(new)	Mannargudi, Pattukottai Road, Mannargudi.	1.87	450 SFT
62	NGT	Thiruthuraipoondi (old)	Velankanni Road, Thiruthuraipoondi.	0.535	450 SFT
63	NGT	Thiruthurai poondi (New)	Velankanni Road, Thiruthuraipoondi .	2.39	450 SFT
64	NGT	Velangani	Oppt. M.G.M Resort E.C.R Road, Velangani.	2.57	450 SFT

**SIGNATURE OF THE BIDDER**

**DATE:**

**SEAL:**

## **ANNEXURE-II**

### **Cover –I**

#### **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 TNSTC(Kum) Ltd., Kumbakonam.**

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) minimum 25 in the past two years	
4	Qualification of Tenderer Status	
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 :	
13.	GST No.	

Seal:

Signature of the Tenderer

Date:

**Commercial Bid**

**COVER II**

**ANNEXURE -V**

**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 UNDERTAKING ON RENTAL BASIS.**

To: The Managing Director

TNSTC (Kum) Ltd.,

Kumbakonam.

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 **16.06.2022** at 3.00 P.M

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I hereby agree to take over, on license, the work of installing sharable Telecom Infrastructures at our own cost at ground level in branches of TNSTC (Kum)Ltd., Kumbakonam 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.,).

**SIGNATURE OF THE BIDDER**

**DATE:**

**SEAL:**

**COMMERCIAL BID - SCHEDULE OF RATES**

**( 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 (Kum) Ltd., Kumbakonam depots & office premises.  
(Depot wise Separate Tender)

Sl. No	LOCATIONS	REGION	Available Area in Sq.Ft	Rate / Place / Month  in Rupees and also in words for installation of One Cell Phone Tower in the place mentioned.  (Excluding GST and any other statutory levies)
			450 Sq.Feet	

(GST in %)

Name (In Block Letters):

Signature of Contractor

Address with Contractor:

Date:

Company seal:

Contact Phone Number:



### **ANNEXURE- III**

#### **DECLARATION**

I / we .....hereby offer to undertake to install Sharable Telecom Infrastructure at our own cost at ground level in branches of Tamil Nadu State Transport Corporation(Kum) Ltd., Kumbakonam (Depot wise separate tender) on rental basis and subsequent maintenance in accordance with the conditions laid down in the Tender and the condition hitherto annexed. I /we am / are prepared to agree for the conditions in the tender schedule.

I / we enclose the demand draft for Rs..... (Rupees

) dated..... drawn on .....bank being EMD.

I am / we are fully aware of the terms and conditions specified in the tender schedule.

I /we agree that the TNSTC (Kum) Ltd., Kumbakonam shall not be bound to recognize any persons other than me /us as having any interest in the contract and is at liberty to terminate the contract at any time if it appears that this declaration is not true in facts.

I /we further agree to comply with the terms and conditions of the contract that may be awarded to me /us on the basis of this offer and in the event of my /our failure to comply during the period of contract, I / we agree to forfeit the EMD remitted.

**SIGNATURE OF THE BIDDER**

**DATE:**

**SEAL:**

(TO BE EXECUTED IN TAMIL NADU GOVERNMENT Rs.50/- STAMP PAPER)

INDEMNITY BOND

This deed of indemnity is executed on.....day of .....2022 by M/s.....having its Registered Office at..... (herein after referred to as “Licensee”) in favour of The **MANAGING DIRECTOR**, TamilNadu State Transport Corporation(Kum)Ltd., Kumbakonam.

The Licensee shall indemnify the TNSTC (Kum) Ltd., Kumbakonam from any covenant that may arise due to filing of a suit or otherwise by other in respect of any matter connected with erection and maintenance of Cell phone towers at ground level in branches of TNSTC (Kum) Ltd., Kumbakonam.

The Licensee shall indemnify the TNSTC (Kum) Ltd., Kumbakonam from any covenant either monetary or otherwise that may arise due to damages caused to any person or body of persons either in the form of loss of property, loss of life, injury to body, etc.

The Licensee shall indemnify the TNSTC (Kum) Ltd., Kumbakonam from any claim by any person or body of persons in the matter of wages, salaries, and compensation, due etc. in connection with any matter covered under this License.

The Licensee shall not pledge, sell, transfer, create charges, and dispose otherwise the right of Sharable Telecom Infrastructures covered under this deed to any other agency.

WHEREAS the Licensee has undertaken to erect and maintain the Sharable Telecom Infrastructures under license on the terms & conditions set forth in the Tender Schedule/ dated....., issued by the TNSTC (Kum) Ltd., Kumbakonam

Signature of the Tenderer

Date :

Address and Office seal

( )

Name

## **ANNEXURE - IV**

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

### **AGREEMENT**

**THIS DEED OF AGREEMENT** executed on                     .2022 between the Managing Director, TNSTC (Kum) Ltd., Kumbakonam the one part and ..... the (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 (Kum) Ltd., Kumbakonam has issued work order for installation sharable Telecom Infrastructure at bidder's own cost at ground level in branches of TNSTC (Kum) Ltd., Kumbakonam 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 (Kum) Ltd., Kumbakonam.

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 in branches of TNSTC (Kum) Ltd., Kumbakonam.

The following documents shall form part of this Agreement.

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

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 or on top of buildings in branches of TNSTC (Kum) Ltd., Kumbakonam.

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 (Kum) Ltd., Kumbakonam. 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 from ..... to .....After that for every succeeding years up to 10 years Agreement to be renewed every year.

(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 (Kum) Ltd., Kumbakonam.

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

(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 (Kum) Ltd., Kumbakonam 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.

## **TERMS AND TENDER CONDITIONS**

**I ) “TNSTC (Kum) Ltd., Kumbakonam”** means TamilNadu State Transport Corporation (Kum) Ltd., Kumbakonam.

**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 (Kum) Ltd., Kumbakonam for which the tender has been accepted.

### **THE LICENCE**

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

### **IV) PERIOD OF CONTRACT**

License period and Rate : Initial license period will be 12 Months (one year) & will be renewed up to 10 years with an increase of Rate @ 5% over the previous year Rate.

The license period will be further extended with the mutual consent with the increase of Rate at the rate of not less than 5% after 10 years

Rate per month: 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 contractor 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 (Kum) Ltd., Kumbakonam.
- b) TNSTC (Kum) Ltd., Kumbakonam 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. and should be as per the specifications prescribed by Bureau of Indian Standards.

## **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 TNSSTC (Kum) Ltd., Kumbakonam property and inconvenience to the normal functioning of TNSSTC (Kum) Ltd., Kumbakonam. 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 TNSSTC (Kum) Ltd., Kumbakonam 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 TNSSTC (Kum) Ltd., Kumbakonam the location / space allotted by the TNSSTC (Kum) Ltd., Kumbakonam alone be used for installation of Sharable Telecom Infrastructures purpose . Cutting of trees will not be allowed.
- ii) 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 TNSSTC (Kum) Ltd., Kumbakonam.
- iii) No material and other facilities such as tools, labour etc. shall be provided to the licensee by the TNSSTC (Kum) Ltd., Kumbakonam during the time of erection of Sharable Telecom Infrastructure .

- 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 (Kum) Ltd., Kumbakonam. 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 (Kum) Ltd., Kumbakonam 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 (Kum) Ltd., Kumbakonam. 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 (Kum) Ltd., Kumbakonam payable at Kumbakonam** Otherwise the lease rights will get automatically terminated immediately. The E.M.D. will also be forfeited.

- iii) The monthly licence fee has to be paid within **5<sup>th</sup> 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.

- ii) 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 (Kum) Ltd., Kumbakonam failing which the TNSTC (Kum) Ltd., Kumbakonam shall be at liberty to terminate the license forthwith without compensation to the licensee.

**XI ) LEGAL COVENANT**

The Licensee shall indemnify the TNSTC (Kum) Ltd., Kumbakonam 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 (Kum) Ltd., Kumbakonam under this main contract.



- i) The licensee shall indemnify the TNSTC (Kum) Ltd., Kumbakonam 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.

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 (Kum) Ltd., Kumbakonam 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 (Kum) Ltd., Kumbakonam by introduction of new statutory provisions / clarifications.

**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 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 (Kum) Ltd., Kumbakonam without any notice, to determine this license and take possession on behalf of licensee of all Cell phone Towers installed at TNSTC (Kum) Ltd., Kumbakonam 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 (Kum) Ltd., Kumbakonam shall be the final in any matter of dispute.

**XVIII) ARBITRATION:**

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

MANAGING DIRECTOR  
TNSTC (Kum) Ltd., Kumbakonam

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

**Witnesses :**

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

**Witnesses :**

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