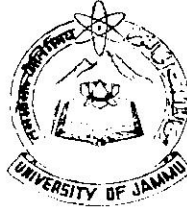


**CENTRE FOR IT ENABLED SERVICES & MANAGEMENT  
UNIVERSITY OF JAMMU, JAMMU – 180 006  
Baba Saheb Ambedkar Road, New Campus,  
Jammu – 180006**

**Er. Anik Gupta**  
Director



CIT/JU/24/57  
Dated: 09-05-2024

**Tender Cancellation Notice**

Sub: Tender for Installation and Commissioning Of Telecom Tower In University Of Jammu  
Campus – cancellation notice

Reference number: CIT/JU/23/716 Dated: 04/12/2023  
Tender ID: 2023\_UDJK\_239554\_1

The above said tender notice stands cancelled due to unavoidable circumstances.

  
(Anik Gupta)

**CENTRE FOR IT ENABLED SERVICES & MANAGEMENT  
UNIVERSITY OF JAMMU, JAMMU – 180 006  
Baba Saheb Ambedkar Road, New Campus,  
Jammu – 180006**

**Er. Anik Gupta**  
Director



CIT/JU/24/09  
Dated: 03-04-2024

**CORRIGENDUM**

**Tender Reference number: CIT/JU/23/716 Dated: 04/12/2023  
Tender ID: 2023\_UDJK\_239554\_1**

Sub: Extension of date of submission of tender

Due to unavoidable circumstances, the last date for online submission of tender for installation and commissioning of the telecom towers in the University of Jammu campus is further extended up to 22<sup>nd</sup> April, 2024. The other terms and conditions remain the same as in the tender document.

**E – Tender submission closing date: 22/04/2024; 04:00 PM  
Opening of technical bid: 24/04/2024; 01:00 PM**

  
(Anik Gupta)

**CENTRE FOR IT ENABLED SERVICES & MANAGEMENT  
UNIVERSITY OF JAMMU, JAMMU – 180 006  
Baba Saheb Ambedkar Road, New Campus,  
Jammu – 180006**

**Er. Anik Gupta**  
Director



CIT/JU/24/912  
Dated: 12-02-2024

**CORRIGENDUM**

**Tender Reference number: CIT/JU/23/716 Dated: 04/12/2023**

**Tender ID: 2023\_UDJK\_239554\_1**

**Sub: Extension of date of submission of tender**

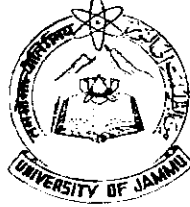
Due to poor response to the tender regarding the installation and commissioning of the telecom towers in the University of Jammu campus, the last date for online submission of tender is further extended. The new dates are:

**E – Tender submission closing date: 28/02/2024; 04:00 PM  
Opening of technical bid: 01/03/2024; 01:00 PM**

  
(Anik Gupta)

**CENTRE FOR IT ENABLED SERVICES & MANAGEMENT  
UNIVERSITY OF JAMMU, JAMMU – 180 006  
Baba Saheb Ambedkar Road, New Campus,  
Jammu – 180006**

**Er. Anik Gupta**  
Director



CIT/JU/24/868  
Dated: 31/01/24

**CORRIGENDUM**

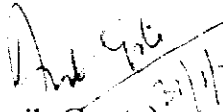
**Tender Reference number: CIT/JU/23/716 Dated: 04/12/2023**

**Tender ID: 2023\_UDJK\_239554\_1**

**Sub: Extension of date of submission of tender**

The last date for online submission of tender for installation and commissioning of the telecom towers in the University of Jammu campus is further extended, the new dates are:

**E – Tender submission closing date: 10/02/2024; 04:00 PM  
Opening of technical bid: 13/02/2024; 01:00 PM**

  
(Anik Gupta) 31/01/2024

**CENTRE FOR IT ENABLED SERVICES & MANAGEMENT  
UNIVERSITY OF JAMMU, JAMMU – 180 006  
Baba Saheb Ambedkar Road, New Campus,  
Jammu – 180006**

**Er. Anik Gupta**  
Director



CIT/JU/23/784  
Dated: 11/01/2024

**CORRIGENDUM**

**Tender Reference number: CIT/JU/23/716 Dated: 04/12/2023**

**Tender ID: 2023\_UDJK\_239554\_1**

Sub: Extension of date of submission of tender

Due to unavoidable circumstances, the last date for online submission of tender for installation and commissioning of the telecom towers in the University of Jammu campus is further extended up to 2<sup>th</sup> February, 2024.

**E – Tender submission closing date: 02/02/2024; 04:00 PM  
Opening of technical bid: 06/02/2024; 01:00 PM**

  
(Anik Gupta)

**CENTRE FOR IT ENABLED SERVICES & MANAGEMENT  
UNIVERSITY OF JAMMU, JAMMU – 180 006  
Baba Saheb Ambedkar Road, New Campus,  
Jammu – 180006**

**Er. Anik Gupta**  
Director



CIT/JU/23/751  
Dated: 26/12/2023

**CORRIGENDUM**

**Tender Reference number: CIT/JU/23/716 Dated: 04/12/2023**

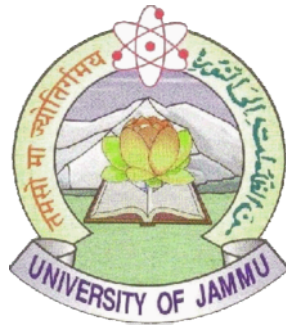
**Tender ID: 2023\_UDJK\_239554\_1**

**Sub: Extension of date of submission of tender**

Last date for online submission of tender for installation and commissioning of the telecom towers in the University of Jammu campus is extended by 2 weeks from the earlier date of submission of the bid.

**E – Tender submission closing date: 15/01/2024; 04:00 PM  
Opening of technical bid: 18/01/2024; 01:00 PM**

  
(Anik Gupta)



# **TENDER FOR INSTALLATION AND COMMISSIONING OF TELECOM TOWER IN UNIVERSITY OF JAMMU CAMPUS**

**TENDER No: CIT/JU/23/716**

**Dated: 04/12/2023**

**University of Jammu,  
New University Campus,  
Jammu - 180006, UT of Jammu and Kashmir, INDIA  
Email: [directorit@jammuuniversity.ac.in](mailto:directorit@jammuuniversity.ac.in)**

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## **NOTICE INVITING e-TENDER**

**Subject: Notice Inviting Tender for installation and commissioning of Telecom Tower to support services of multiple Telecom Operators inside different parts of University of Jammu Campus (Jammu, Jammu & Kashmir).**

Tenders are invited from all eligible Bidders from the Telecom Infrastructure Providers above mentioned work at University of Jammu.

1. **All interested Vendors are requested to send their Bids Online for work of the above item as per details given, Technical Specifications and Financial Bid.** The Important information related to TENDER are as follows:

The Tender notice will also be available on <https://www.jammuuniversity.ac.in/tenders> under Tenders.

## SCHEDULE OF ACTIVITIES

<b>Date of Issue/Publishing</b>	<b>08/12/2023</b>
<b>Document Download/Sale Start Date</b>	<b>09/12/2023</b>
<b>Document Download/Sale End Date</b>	<b>29/12/2023</b>
<b>Last Date and Time for submission of Bids</b>	<b>30/12/2023, 1600 hrs</b>
<b>Last Date and Time for receipt of queries</b>	<b>28/12/2023, 1400 hrs</b>
<b>Date &amp; Time of Opening Technical Bids</b>	<b>02/01/2024, 1300 hrs</b>
<b>Date of Opening Financial Bids</b>	
<b>Earnest Money Deposit (EMD)</b>	<b>Bidder has to submit bid security declaration as per Appendix "D"</b>
<b>No of Covers (1/2/3/4)</b>	<b>02</b>
<b>Bid Validity days</b>	<b>90 days</b>
<b>Email Address</b>	<b>directorit@jammuuniversity.ac.in</b>

# **GENERAL INSTRUCTIONS**

Sealed Tenders are invited from Telecom Infrastructure providers or eligible Bidders for installation of Telecom Tower to support services of multiple telecom operators inside different parts of University of Jammu Campus.

## **2. Instructions to Bidders for Online Bid Submission**

Department of Expenditure has issued the directive to publish the Tender document on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). Bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates (DSC). Below mentioned instructions are meant to guide the Bidders for registration on CPP Portal, prepare their bids in accordance with the requirements and submit online on CPP Portal. For more information, bidders may visit CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender documents can also be downloaded from University of Jammu Website (<https://www.jammuuniversity.ac.in/tenders>)

### **(a) Registration Process**

- (i) Bidders to enroll on e-Procurement module of portal [http://eprocure.gov.in/eprocure/app\(jktenders.gov.in\)](http://eprocure.gov.in/eprocure/app(jktenders.gov.in)) by clicking on link "Click here to Enroll". Enrolment on CPP Portal is free of charge.
- (ii) Bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of registration process. These would be used for any communication from CPP Portal/ jktenders portal.
- (iii) Bidders to register upon enrolment their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- (iv) Only one valid DSC will be registered by a Bidder. Please note that Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on portal.
- (v) Bidder then logs in to site through secured login by entering their user ID / password and password of DSC /eToken.

### **(b) Tender Documents Search**

- (i) Various built-in options are available in CPP Portal to facilitate Bidders to search active Tenders by several Parameters. These parameters include Tender ID, organization, location, date, value etc.
- (ii) There is also an option of advanced search for Tenders, wherein the Bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc to search for a tender published on the CPP Portal.
- (iii) Once Bidders have selected required Tenders interested in; they may download the documents / Tender schedules. These Tenders can be moved to respective 'My Tenders' folder. This would enable CPP Portal to intimate the bidders through SMS / e-mail in case there is any Corrigendum issued to Tender document.

- (iv) Bidder must make note of unique Tender ID assigned to each Tender, in case they want to obtain any clarification / help from Helpdesk.

**(c) Bid Preparation**

- (i) Bidder should take into account any Corrigendum published on Tender document before submitting their bids.
- (ii) Advised to go through Tender advertisement and Tender document carefully to understand the documents required as part of bids.
- (iii) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each document that need to be submitted. Any deviations from these may lead to rejection of Bids.
- (iv) Bidders, in advance, will get ready Bid documents to be submitted as indicated in Tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- (v) To avoid time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual reports, Auditor certificates etc.) has been provided to the Bidders. They can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

**(d) Bid Submission**

- (i) Bidder to log into site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the Bid submission time. Bidders will be responsible for any delay due to other issues.
- (ii) Bidder to digitally sign and upload the required Bid documents one by one as indicated in Tender document.
- (iii) Standard BOQ format has been provided with Tender document to be filled by all Bidders. Bidders to note that they should necessarily submit their financial bids in prescribed format and no other format is acceptable.
- (iv) Server time (which is displayed on the Bidders’ dashboard) will be considered as the standard time for referencing deadlines for submission and opening of bids. Bidders should follow this time during Bid submission.
- (v) Documents being submitted by Bidders would be encrypted using PKI encryption techniques to ensure data secrecy, which cannot be viewed by unauthorized persons until the time of Bid opening.

- (vi) Uploaded Tender documents become readable only after Tender opening by authorized Bid openers.
- (vii) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message & a summary will be displayed with Bid No date & time of submission and all other relevant details. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

**(e) Assistance to Bidders**

- (i) Queries relating to the Tender document and Terms and Conditions contained therein will be addressed to Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to 24x7 CPP Portal Helpdesk. The contact number for helpdesk is **1800 2337315**.

**(f) General Instructions to the Bidders**

- (i) Tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In Technical Bids, the bidders are required to upload all documents in .pdf format.
- (ii) Possession of Valid Class II/III DSC in the form of smart card, e-Token in the company's name is a prerequisite for registration and participation in bid submission activities through <https://eprocure.gov.in/eprocure/app>. DSC can be obtained from the authorized certifying agencies. Details are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'.

**2. Instructions to Bidders for submission of Hard Copies**

- (a) Bidders are advised to quote their Rental charges in the attached format on portal as per the BOQ format provided.
- (b) The bids under Two-Bid System will consist of two parts as per following details: - **a) Technical bid** consisting of all Technical details along with Commercial Terms and **(b) Financial bid** indicating price as mentioned in Financial Bid (PartVI).
- (c) In stage-one, only **Technical bid** shall be opened and evaluated. In stage-two, Financial Bids of technically qualified and acceptable offers will be opened, for further evaluation.
- (d) If opening day falls on any holiday, the date of any of the events mentioned above shall be on the next working day.

- (e) **Validity Period:** - The validity period of Tender will be clearly specified. It must be at least for 90 (Ninety) days from opening of Financial Bid.
- (f) Conditional offers will not be accepted.
- (g) **This Tender is divided into six Parts:**
- (i) General Conditions
  - (ii) Technical Terms and Conditions
  - (iii) Standard Condition of Tender
  - (iv) Special Conditions of Tender
  - (v) Evaluation Criteria
  - (vi) Financial Bid
- (h) **Selection of Service Provider:** The License / MOU will be placed against the service provider who will quote the highest leased amount in Financial Bid after meeting all other Technical requirements.

### **Abbreviations**

3. Following abbreviations have been used:-

**PSD**– Performance Security Deposit

**PBG**- Performance Bank Guarantee

**IP**-Infrastructure Provider

**ISP**-Infrastructure Service Provider

**EMD**- Earnest Money Deposit

**LD**- Liquidated Damages

**NSIC**-National Small Industries Corporation

**MSME**– Micro, Small& Medium Enterprises

**UNCITRAL**- United Nations Commission on International Trade Law

**GBT**-Ground Based Tower

**GBM**-Ground Based Mast

**SACFA**- Standing Advisory Committee for frequency Allocation

**LOI**- Letter of Intent

**TEC**- Technical Evaluation Committee

## **TERMS & CONDITIONS**

- 5.(a) **Due Date:** Tender has to be submitted online on or before due date. The offers received after due date and time will not be considered.
- (b) **Preparation of Bids:** The offer/bid will be submitted in two Bid systems (i.e.) Technical Bid and Financial Bid. Technical Bid will consist of all Technical details along with commercial Terms and Conditions. Financial bid will indicate item wise price for the items mentioned in Technical Bids. Financial Bids to be submitted in PDF format. **Technical Bid as well Financial Bids, both will be submitted online with hard copies dropped in Tender box by the same time lines.**
- (c) **EMD.** *All bidders must submit an EMD of Rs 5000/- in favour of the Registrar, University of Jammu.*
- (d) **Opening of Tender:** The online bid will be opened by a Committee duly constituted for this purpose. Online Bids (complete in all respect) received along with EMD (if any) / Bid security Declaration will be opened as mentioned at Cover page. The financial Bids will be opened only for the offers which technically meet all requirements as per specification, for further evaluation.
- (e) **Acceptance/ Rejection of Bids:** The Institute reserves the right to reject any bid not fulfilling the eligibility Criteria.
- (f) **Submission of PSD/ PBG:** The supplier shall require to submit PSD/PBG as prescribed in the tender document within 15 days from the date of receipt of the purchase order LOI it should be valid for a period of 60 days beyond completion of services.
- (g) **Force Majeure:** Service Provider shall not be liable for forfeiture of its PSD/PBG, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (i) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (h) **Risk Purchase Clause:** In event of failure to supply the items/equipment within the stipulated delivery schedule, the Institute has the right to purchase item/equipment from any other source on total risk of supplier under Risk Purchase Clause.
- (i) **Liquidated Damages (L.D):** Penalty @ Rs. 350/- Per Day for delay in Exec of Project and Rs. 700/- Day for disruption in services after execution of project will be applied.
- (j) **Prices:** The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/Bid will be exclusive of Taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of Taxes & duties shall be clearly indicated. The price will be quoted without custom duty and excise duty, since University of Jammu is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.
- (k) **Resolution of Disputes:** The dispute resolution mechanism would be as follows:

- (i) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any subject arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the Arbitration proceedings. *The dispute shall be referred to the Vice Chancellor, University of Jammu and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The Arbitrator so appointed shall be final, conclusive and binding on all parties to this order.*
- (ii) *The venue of the Arbitration shall be place from where the order is issued.*
- (l) **Transfer and Subletting:** The supplier shall not sublet, transfer, assign or otherwise part with acceptance to Tender or any part thereof, either directly or indirectly, without the prior written permission of Purchaser.
- (m) **Supplier Integrity:** The Supplier is responsible for and obliged to conduct all contracted activities in accordance with Contract using state of the art methods and economic principles exercising all means available to achieve the performance specified in Contract.
- (n) **Installation & Demonstration:** Supplier is required to do the installation and demonstration of equipment within Three Months from acceptance of Contract at University of Jammu, In case of any stoppage of Mobile Services during the contract period, double rent will be recovered for that period if stoppage is more than one day.
- (o) **Governing Language:** Contract shall be written in English language governing all interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in same language.
- (p) **Applicable Law:** The Contract shall be interpreted in accordance with laws of "Union of India" All disputes shall be subject to place of jurisdiction which is Jammu.
- (q) **Notices:**
- (i) Any notice given by one party to other pursuant to this Contract/order shall be sent to other party in writing or by cable, telex, FAX or e mail and confirmed in writing to other party's address.
- (ii) A notice shall be effective when delivered or on notice's effective date, whichever is later.
- (r) Taxes Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until 11 delivery of the contracted Goods to the Purchaser. However, GST in respect of transaction between Purchaser and Supplier shall be payable extra, if so stipulated in the order.
- (s) Termination for Default Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to Supplier, terminate the Contract in whole or part in following circumstance :-
- (i) If the Supplier fails to deliver any or all the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) If the Supplier, in the judgment of Purchaser has indulged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (iv) For the purpose of this Clause:
- "Corrupt Practice" means offering, giving, receiving or soliciting anything of value to influence the action of a public official in procurement process or in contract execution
  - "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or execution of contract to detriment of Borrower, and includes collusive practice among Tenderer (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of benefits of free and open competition;"

In the event Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of Contract to the extent not terminated.

- (t) Compliance Certificate: This certificate must be provided indicating conformity to the technical specifications.
- (u) Award of Contract  
University of Jammu shall award the contract to the eligible Bidder whose Technical Bid has been accepted and



determined as the highest evaluated Commercial bid based on the Financial Bids . However, University of Jammu reserves the right and has sole discretion to reject the lowest evaluated bid.  
If more than one bidder happens to quote same price, University of Jammu reserves the right to decide the criteria and further process for awarding contract Decision of University of Jammu shall be final for awarding the contract in this regard.

## GENERAL CONDITIONS

6.

- (a) Telecom solutions such as GBT or GBM based on current and future requirement of network coverage to be installed in the Campus. This is to be decided based on proper Campus survey
- (b) Telecom infrastructure provider shall be bound to share the infrastructure with multiple telecom operators. (Minimum 01 operator must operate and provision for minimum 3 operators to be provided)
- (c) IP/ISP will bear the cost of Electrical connections incurred to the Institute as per prescribed rate of University of Jammu. Institute will provide Electric Connection with Mains Power only. The Services provider has to Provision UPS & DG supply to site as per load/need.
- (d) IP must pay a minimum monthly rent of Rs 25000/- (Actual will be determined by the bidding) monthly rent to University of Jammu for telecom solution to be installed at University of Jammu owned building and land/hill top.
- (e) Any installation of telecom solution in area of University of Jammu must have an attestation well in advance from the Competent Authority of University of Jammu.
- (f) IP/ISP will take the responsibility of any accidental incident such as technical/ equipment based/ security standards. University of Jammu will not be responsible for any such incidences.
- (g) IP/ISP should meet all eligibility criteria as per the DoT guidelines and should have all the required compliance certificate/approval in place to provide shareable (mandatory) telecom solution such as Ground based mast/ Ground based Tower.
- (h) The Area to be occupied for telecom solution should not exceed 10X10 sq.m. In case of more space requirement prior approval of competent authority is required to be taken in advance.
- (i) For adding every new telecom service provider, the IP/ISP must take written consent of University of Jammu.
- (j) Duration of agreement is for 07 years which can be extended for next 03 years based upon the satisfactory performance of the contract and need of the Institute.
- (k) The IP/ISP should adhere to all the rules and regulations of Govt of India published from time to time.
- (l) The license fee for the lease agreement is Rs25000/- per month for the demised area as per the RoW policy. UNIVERSITY OF JAMMU reserves the right to cancel allotted space due to reasonable administrative and technical reasons with host operator.
- (m) On installation of more than three operators for Mobile Tower, the bidder has to pay additional rent of **Rs 3600/-** for each month to the Institute extra operator.

- (n) IP/ISP should deploy standard telecom poles to be shared by multiple operators
  
- (o) During installation and subsequent maintenance, IP/ISP should keep intact the existing infrastructure of the campus.
  
- (p) IP/ISP should obtain all approvals, permits etc. from concerned departments/authorities at their own cost and discharge all obligations thereof.
  
- (q) Cumulative radiation from cell tower should be within approved frequency range of Govt. of India and its dealing organizations. IP/ISP will have to obtain necessary Audit/Certification, from concerned authority as per Gol Norms.

## LEGAL ASPECTS

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

- (a) Law:-The Contract shall be considered and made in accordance with laws of the Republic of India. The contract shall be governed by and interpreted in accordance with laws of the Republic of India.
- (b) Effective Date of the Contract: Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated /provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- (c) Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration at court of Jammu.
- (d) Non-disclosure of Contract Documents: Except with the written consent of the Licensor other party shall not disclose the contract or any provision.
- (e) Liquidated Damages: In the event of the Service Providers failure to provide services as specified in this contract, the Licensor may, at his discretion, liquidate Bank guarantee / security deposit upto 10% of (Lease fee\*12\*7Years). Bank Guarantee / security deposit has to be provided to University of Jammu at the time of Contract agreement. Penalty @ Rs350/- Per Day for delay in Exec of Project and Rs 700/-Day for disruption in services after execution of project will be applied.
- (f) Termination of Contract: The Licensor shall have the right to terminate this Contract in part or in full in any of the following cases.
  - (i) The installation/ placement of tower is delayed for causes not attributable to Force Majeure for more than 02 weeks after the scheduled date of installation.
  - (ii) The Service Provider is declared bankrupt or becomes insolvent.
  - (iii) As per decision of the Arbitration Tribunal.
- (g) Notices: Any notice required or permitted by the contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
- (h) Amendments: No provision of present Contract shall be changed or modified in any way (including this provision)

either in whole or in part except by an Instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

- (i) Taxes and Duties: All types taxes & duty if applicable to be paid by Service Provider in respect of this contract.

## **FINANCIAL ASPECTS**

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

- (a) Security Deposit: After Award of Contract the successful bidder/tender will have to pay security deposit in advance equivalent to three times of Min. license fee per month [3\* (25000) Minimum License fee for the lease agreement= Rs 75,000/-] this amount will be payable through Demand draft payable in favor of "Registrar University of Jammu" . This amount will be refundable after completion of work and upon submission of NOC of the Engineer-in-Charge.
- (b) Tolerance Clause: To take care of any change in requirement during the period starting from issue of Tender till placement of contract, Licensor reserves the right to change number of Sites.
- (c) Payment of License Fee:
  - (I) The License fees for the Premises shall be payable every quarter by 10th working day by RTGS/NEFT to Institute's account.
  - (II) Rent will be increased @10% after expiry of every two (02) years on the last paid rent.

Duration of License. Initially the License will be issued to telecom service provider (IP- 1) for a period of 7 years which can be further extended up to next 3 years based upon the satisfactory performance of the contract and need of the Institute at sole discretion of the Licensor.

- (d) The duration of License will be counted from the date of operation of towers. The Service Provider will intimate the date of operation of tower in writing to the concerned UNIVERSITY OF JAMMU Authority immediately on operation of towers.
- (e) Issue of License: The license/ MoU will be placed by Licensor to the respective Service Provider who quoted total highest leased amount as per format given in financial Bid of this of TENDER.

### 9. EVALUATION/ACCEPTANCE CRITERIA FOR TECHNICAL BID

- (a) The broad guidelines for evaluation/acceptance of Technical Bids will be as follows:
  - (i) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of TENDER, both technically and commercially.
  - (ii) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by Licensor with reference to technical characteristics as mentioned in the TENDER. The compliance of Technical Bids would be determined on the basis of parameters specified in TENDER. Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

## LOCATIONAL ASPECTS

Based on the locational availability and installation feasibility, University of Jammu requests bidders for installing Telecom Towers to be set up at the identified locations as mentioned in the following table:

<b>S.No.</b>	<b>Location</b>	<b>Latitude</b>	<b>Longitude</b>
1	Dhanvantri Library_JU	32.71909°	74.86924°
2	Distance Education New block_JU	32.72118°	74.87115°
3	New Girls Hostel_JU/Guest House	32.719273°	74.864281°

Interested bidders are requested to send bids for the above mentioned locations.

## TECHNICAL BIDS

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Sr.No.	Qualitative Requirements	Compliance Yes/No	Enclosure No.
a	Company should be registered with DoT or other Telecom Authority of India (enclose Certificate)	Yes/No	
b	Furnish Undertaking that your company will permit sharing of Towers by others (minimum 01 and provision for 03)Telecom Service Providers.	Yes/No	
c	Service Provider should initially provide 2G, 3G, 4G, 5G and Upward Services.	Yes/No	
d	IP/Service Providers should have three or more sharing consent Letters along with one Anchor Tenant for Bidding eligibility	Yes/No	
e	Service providers will obtain frequency clearance from Standing Advisory Committee for Frequency Allocation (SACFA) and coordinate frequency in use with Signal Authority.	Yes/No	
f	Service providers must obtain SACFA clearance as per laid down procedure, for a particular Latitude and Longitude. They will not be permitted to move the Antenna Towers as per their convenience. In case they need to shift the site of Antenna Tower, they need to obtain fresh SACFA clearance for new location with exact Latitude and longitude. (Undertaking to obtain SACFA certification has to be enclosed along with the Bids)	Yes/No	
g	Photocopy of PAN Card and Photocopy of GST Registration Certificate	Yes/No	
h	Photocopy of Audited Balance Sheet and ITR for the last three years.2019-20,20-21and 21-22)	Yes/No	
i	Power of Attorney. Board resolution to sign Tender document in case of partnership firm/company	Yes/No	
j	Declaration regarding acceptance of Terms and Conditions of entire of Tender document	Yes/No	



11.	Technical Requirement after Award of Contract :-	Compliance Yes/No
(a)	In case the communication Tower of facilities so installed by service provider causes any interference/obstruction to the Army/Nave/Air Force/Coast Guards/Other Security Forces Communications, the service provider may be asked to discontinue his services, for which no compensation will be due to the Service Provider.	Yes/No
(b)	Proper earthing of installation will be ensured by service Providers to avoid any stray voltage arising out of premises.	Yes/No
(c)	Proper lighting protection and firefighting devices will be installed by The Service Provider.	Yes/No
(d)	Standards for exposure limits of radio frequency and technical Requirements as prescribed by DoT from time to time.	Yes/No
(e)	IP/ISP will bear cost of Electrical connections incurred by the Institute as per prescribed rate of University of Jammu. Institute will provide Electric Connection with Mains Power supply only. The provider has to provide UPS & DG supply to the site as per load/need.	Yes/No
(f)	The bidder shall give an undertaking that they will abide by the J&K Communication and Connection Infrastructure policy (JKCCIP) vide order no 48-JK(ITD) of 2020 dated 1/12/2020 and any amendments thereof.	

**12. DECLARATION TO BE GIVEN BY BIDDER**

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

- (a) **Site Survey, the detailed survey report along with proposal is required to be submitted by Bidder along with Technical Bids for Tech evaluation.**
- (b) During Technical Evaluation, the decision of Technical Evaluation Committee (TEC) on compliance with regard to technical specification shall be final. Institute reserves the right of rejecting any offer. Incomplete offer may be rejected.
- (c) **Requirement of Installation/Commissioning**- Installation and commissioning should be completed within **(Three months)** from placement of license. Any

delay in installation and commissioning would invite cancellation of license.

- (d) **Two Bid system:** In respect of two-Bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement along with Technical Bids.

**FINANCIAL BID**

**13** Provision of University of Jammu land on lease and license basis for installation of Telecom Tower to support services of multiple Telecom operators inside different parts of the campus.

<b>Particular/Details</b>	<b>Rate in INR</b>
Lease Amount	
Other components, if any	
<b>Total Price in INR.</b>	

**Note**

- (a) All details must be provided as per prescribed format only.
- (b) The Service Provider who quotes highest leased amount in Financial Bid will be considered as H1Bidder.**
- (c) All rates must be quoted in Indian Rupees.
- (d) GST extra as applicable.

**Date**

Signature \_\_\_\_\_

**Place :**

Name\_\_\_\_\_

Designation\_\_\_\_\_

Company Stamp/Seal

**LIST OF CLIENTS (GOVT ORG/ DEPTS)**

14.

List of Government Organizations for whom the Tenderer has undertaken such work during last three years (must be supported with work orders)			
Name of the organization & E mail ID	Nature of work	Name of Contact Person	Contact No

Name of application specialist / Service Engineer who has the Technical Competency to handle and support the quoted product during the warranty period.		
Name of the organization	Name of Contact Person with Designation	Contact No

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Company Seal

**Signature of Tenderer**  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Organization Name: \_\_\_\_\_  
Contact No.: \_\_\_\_\_

# **Bid Security Declaration Form**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signature of Tenderer**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_

**Contact No.:** \_\_\_\_\_

**16. MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGSTRANSFER**

Date: / /

**The Registrar**

**University of Jammu, Jammu**

Sub: Authorization for release of payment / dues from Indian Institute of Technology Jammu through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

City \_\_\_\_\_

Pin Code \_\_\_\_\_

E-MailID \_\_\_\_\_

Mob No: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of bank name , branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

**DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Indian Institute of Technology Jammu responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature & Seal of the Authorized Signatory of the Party**

\_\_\_\_\_

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: \_\_\_\_\_

**Signature of the Authorized Official from the Bank**

**N.B: Please fill in information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.**

**Appendix – F**

## **17. DECLARATION REGARDING NON BLACKING /DEBARRING**

**(To be executed on Rs. 100 Non Judicial Stamp Paper to be attested by Public Notary / Executive Magistrate)** We, \_\_\_\_\_ hereby certify that all the information and data furnished by our

organization with regard to these Tender Specification are true and complete to the best of our knowledge .I have gone through the specifications, in details and agree to comply with requirements and intent of specification.

This is certificate that our organization has been authorized (Copy attached to participate intender ).We further certify that our organization meets all the conditions of eligibility criteria laid down in this Tender document.

We, further specifically certify that our organization has not been Black Listed / De Listed /de barred by any Institutional Agency /Govt. Department/Public Sector Undertaking in the last three years.

I/We certify that all Information furnished by our firm is true & correct. In the event of any information being found to be incorrect/ untrue of found violated, then your department/ origination shall without giving any notice or reason therefore or summarily reject the bid or Terminate the Contract.

Name & Address of ISP/Vendor / Manufacturer /Agent	
Phone	
GST Number	
E mail	
Contact Person Name	
Mobile Number	
Tin Number	
PAN Number	

**Date:**

**Place:**

**Seal of the Company**

**(Signature of the Tenderer)**

**Name**

**Designation**