

MAHARSHI DAYANAND UNIVERSITY
Rohtak-124001 (Haryana)

TENDER DOCUMENT

**Installation of Ground Based Mast (GBM) in the University Campus by Telecom
Infrastructure provider companies
at
Maharshi Dayanand University, Rohtak**

Tender Processing Charges Rs. 1000

**Last Date of Submission of Bids to Registrar, Maharshi Dayanand University, Rohtak
24.11.2016 up to 3.00 P.M.**

Opening of Bid : 24.11.2016 at 3.30p.m.

MAHARSHI DAYANAND UNIVERSITY, ROHTAK

TENDER NOTICE

Sealed Tender are invited from Telecom Infrastructure provider companies/agencies for quoting the monthly rent for Installation of their Ground Based Mast (GBM) at various locations of M. D. University Rohtak

With following terms and conditions:

1. The telecom Infrastructure provider companies are invited to quote monthly rent per tower for which a space 5mx5m (25SqM) each will be provided by the university for Installation of their Ground Based Mast (GBM)/tower.
2. The university required at least three towers (GBM) of aesthetic look at various locations to provide the 3G & 4G telecom services to its approximate ten thousand students and staff members.
3. The bidder company should possess minimum 3 years experience in direct installation of Ground Based Mast (GBM)/Towers solution.
4. The bidder company should have installed the similar towers in the Central/ State Govt. departments/Universities/PSU etc. (please attach list).
5. The authorized bidder must have a minimum annual turnover of Rs. 5.00 crore.
6. The bidder Company should submit the written consent of minimum three telecom operator companies to radiate their mobile phones network from the proposed sites.
7. The bidder should also quote the additional rate per telecom operator per month in case the proposed site is shared by more than three telephone operators
8. Bidder has to deposit the EMD of Rs. 50000/- (Fifty thousand) in form of the bank draft in favour of the Finance Officer, M.D. University, Rohtak, payable at Rohtak. Bank Draft payable at any other place shall not be accepted.
9. The company will be responsible for all types of clearances including height and radiation from local authorities, TRAI and any other requisite clearances.
10. The Company shall be responsible for any type of loss occurred due to installation of Ground Based Mast (GBM) i.e. loss of life, goods, property etc. to any student, resident, employee of the University and bidder will be liable to pay compensation accordingly.
11. The tender received after due date and time, without tender fee or EMD or incomplete in any other respect shall be liable to be rejected.
12. The quotation must be valid for a period of at least three months from the date of its opening.
13. Earnest Money shall be forfeited if the supplier backs out after the placement of order. The bidder can also be proceeded against for other actions such as blacklisting, recovery of loss etc.
14. The bidders must append the following documents with the bid:
 - a. Copies of PAN / TAN.
 - b. Copy of Service Tax Number
 - c. List of clients along with complete addresses and telephone numbers.

15. During evaluation of the tender, the Committee may, at its discretion, ask the bidder for clarification of bids. The request for clarification and the response shall be in writing, but no change in prices or substance of the tender shall be sought, offered or permitted.
16. Committee constituted for the purpose reserves the right to accept or reject any or all the bids or negotiate on any of the tender conditions/ items and to annul the bidding process and reject all the bids at any time prior to placement of order without assigning any reason thereto and without any obligation to inform the affected bidders.
17. The quotee shall append a certificate with the quotation/tender that the firm has not been debarred / blacklisted for any reason / period by any Central/State Govt. Dept. / University / PSU etc. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the order, but may also warrant legal action.
18. The dispute, if any, shall be subject to the jurisdiction of Courts at Rohtak. Any other jurisdiction mentioned in the bid or invoices or any other document shall have no legal sanctity.
19. In case, any other information / clarification is required, the undersigned may be contacted at Telephone No. ~~9896110720~~ ⁹⁸⁹⁶¹¹⁰⁷²⁰ on any working day (Monday to Friday) during office hours (9 a.m. to 5.00 p.m.).
20. The sealed tender complete in all respects, must reach the Registrar, M. D. University, Rohtak-124001 (Haryana) latest by 24.11.2016 by 3.00 p.m. The tenders will be opened on 24.11.2016 at 3.30 PM in the Office of University Registrar. The quotee or their authorized representative will be allowed at their own costs to be present at the time of opening of the tender.
21. Tender documents can be downloaded from the University website www.mdurohtak.ac.in and submitted along with Demand Draft of Rs. 1000/- as tender processing fee.


Registrar
Key
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Agreement

1. That the space entrusted to the Licensee by the University authorities will be utilized for installation of Telecommunication Tower and it would be kept by the licensee in perfect sanitary conditions and in order. The site shall be handed over back to the University after the expiry/termination of the license period i.e. 15 years in the same condition as already provided by the University.
2. That the Licensee shall deposit security of **Rs. 50,000/- (Rupees Fifty thousand only)** per Ground Based Mast (GBM), which will be refundable to the licensee after three months of expiry of the said license period. This security shall bear no interest in any form.
3. That the Licensee is permitted by the Licensor to install Ground Based Mast (GBM) having a Maximum Height of 30 mts. Including DG Set, allied equipment's and shelter.
4. The Licensor agrees to provide **all necessary support for the installation of the Ground Based Mast (GBM) and allied equipment and further** the Licensor shall permit the Licensee to employ/utilize all necessary equipment/machinery for erection/installation of the Ground Based Mast (GBM).
5. The Licensor further permits the Licensee and its authorized representatives and associates to have 24 hours a day uninterrupted, un-obstructed and un-hindered access to the licensed premises throughout the term of this agreement (including Sundays, National holidays and other holidays) as the services provided by the Licensee are essential and are in public interest.
6. That the Licensee is permitted by the Licensor to install Ground Based Mast (GBM) and allied equipment for Three (3) Telecom Operators upon its Ground Based Mast (GBM) on the said site however the Licensee agrees that it shall not transfer or sublet the premises in full or part thereof for installing it's infrastructure tower to any other Infrastructure provided on the said site. Further Licensee can per permitted by the Licensor upto a maximum of five (5) Telecom Operators.
7. That the Licensee shall not use the premises for any other than the one for which it has been licensed.
8. That the Licensee shall maintain the University property in good condition and shall make good any damage to the University property occupied by the Licensee.

9. That the Licensee shall not stock any empty packing cases, baskets or any materials in the premises or on the open space outside the premises allotted.
10. That the Licensee shall also be responsible for the cleanliness of the premises adjoining the licensed premises.
11. That the Licensee shall be fully responsible for good conduct and character of his employees and shall also keep the servants in neat and clean clothes preferably in clean and washed proper uniform.
12. That the Registrar of the University shall have the right to cancel the license agreement and to have the premises vacated at any time, without any notice for infringement of this agreement in part or whole in the interest of the University. In case of Licensee's failure to comply with such order, the Registrar shall have the authority to impose any amount of penalty, license fee upto the period, the said premises is not vacated. The behaviour towards the students and staff would be apt and courteous. In case the Licensee decides to surrender the premises before the expiry of the term of the license, the Licensee will give three months prior notice to the University and hand over the premises on the expiry of three months notice period in the same condition as already provided by the University.
13. That all points of dispute arising between the Licensee and the Licensor (University) covered by this statement of terms and conditions will be settled by the way of arbitration and in accordance with the Arbitration & conciliation Act by sole arbitrator to be appointed by the University. The jurisdiction of the arbitration will be Rohtak only.
14. That at the time of cancellation of the license, the premises shall be vacated within the stipulated period from the date of issue of notice in writing by the University for adjustment otherwise the premises in ordinary course shall be vacated on the expiry of the date of license agreement, if no intimation regarding extension of license period is communicated by the University by the time and that if any material or fittings belonging to Licensee are not removed within the above noted period these will become the property of the University.
15. That the Licensee agrees to pay license fee for the premises allotted @ Rs. _____ per month per Ground Based Mast (GBM). Electricity charges shall be paid as per actual meter reading of the consumption of the electric current. All these charges shall be paid by the licensee regularly by 10th of every Calendar month failing which University may impose a penalty @ 5% of the amount due from the Licensee. If still no payment is made for a continuous period of Three (3) months, University shall have the right to cancel the license agreement without giving any prior notice.

16. The License Fee mentioned in Clause 15 above shall be increased by 20% at the expiry of every Three years as agreed between the parties.
17. The Licensee shall obtain no objection/permission from the Statutory authorities/Municipal Committee/Environment Department or any other department (if required) before installation of Ground Based Mast (GBM). The licensee shall abide by Govt. Instruction in this regard issued from time to time.
18. That the Licensee shall be liable to pay compensation if and when any claim arises on account of Radiation sickness from any person(s) of locality and also for any loss of property on account of negligent use of Ground Based Mast (GBM) on part of Licensee.
19. That the Licensee shall give undertaking that close proximity of Ground Based Mast (GBM) with sports ground will not affect adversely in safe landing of helicopter of VVIPs on the helipad in sports ground and movement of light aircrafts and gliders etc..
20. The Licensee will be responsible for all types of clearances including height and radiation from local authorities, TRAI and any other requisite clearances.
21. The Licensee shall be responsible for any type of loss occurred due to installation of Ground Based Mast (GBM) i.e. loss of life, goods, property etc.. to any student, resident, employee of the University and Licensee will be liable to pay compensation accordingly.
22. Area=_____ will be provided to the Licensee by the Licensor for erection of one Ground Based Mast (GBM).
23. Monthly rent will be deposited by the Licensee in the University account in advance for a period of six months.

REGISTRAR

Signature

Witness

1. _____

2. _____
