

RAJASTHAN RAJYA VIDYUT PRASRAN NIGAM LTD

Office of Superintending Engineer (MIS)
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**INVITATION FOR SELECTION AS
TELECOM TOWER INFRASTRUCTURE PROVIDER TO UTILISE RVPNL TOWER
INFRASTRUCTURE
NIT No. :-01/2010-11**

Request for Selection (RfS) is invited from interested parties for selection of Telecom Tower Infrastructure Providers (TTIP), as per following details:-

Description of work	Cost of bid document	EMD	Last date of receipt of bid	Date of Pre-bid conference
The TTIPs would utilize feasible RVPNL EHV Transmission Line Towers to deploy telecom Antennas and utilize them commercially	Rs. 25000/- (twenty five thousand)	Rs. 5.00 (Five) Lacs	25/03/2011	04/02/2011

Interested parties may attend the pre-bid conference for finalization of RfS document at 10.30 AM in the Conference Hall of Vidyut Bhawan, Jaipur. Draft RfS including Qualification Requirement can be viewed at our web site <http://www.rvpn.co.in/www.rajenergy.com>.

The sealed bids (in two parts) shall be received upto 1500 hrs. by undersigned on the date as mentioned above and the Techno-Commercial bid shall be opened on the same day at 1530 hrs. (IST) in the presence of bidders who chose to be present.

Superintending Engineer (MIS)

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED
(A Govt. of Rajasthan Undertaking)

INVITATION FOR SELECTION AS
TELECOM TOWER INFRASTRUCTURE PROVIDER TO UTILISE RVPN TOWER
INFRASTRUCTURE

Draft Selection Document – Volume-I

Specification No.: RVPN/SE(MIS)/TELE-01/

1.1 INTRODUCTION

Rajasthan Rajya Vidyut Prasaran Nigam Limited, Jaipur (RVPNL), a Public Sector Enterprise of Government of Rajasthan, which is also the State Transmission Utility (STU), hereby invites applications from all eligible interested Parties for issue of Request for Selection (RfS) Document to Bid in the process of selection of Telecom Tower Infrastructure Providers (TTIP). The main objective of these TTIP would be to utilize feasible RVPNL Transmission Line Towers, Sub-station structures, Microwave towers and other feasible structures to establish and deploy telecom Antennas and related accessories on the towers of the transmission line as mentioned under Appendix – I. (hereinafter referred to as Project) and utilise them commercially as envisaged in the RfS and the draft ISA (Infrastructure Sharing Agreement) as enclosed as Volume-II of this document.

1.2 BACKGROUND & BRIEF SCOPE OF WORK

RVPNL is the State transmission utility of the Government of Rajasthan and carries power generated within the state and share power. RVPNL has a power transmission network comprising nearly 25,000 ckm of the power transmission lines running across the state and about 400 sub-stations. The Power lines are installed on Power Towers of varying height and can serve the dual purpose of carriage of power conductors as well as Telecom infrastructure such as GSM/CDMA/Wimax Antennas. RVPNL owns an estimated 50,000 power towers across the state.

The Opportunity: RVPNL is committed to play a vital role in the economic development of the country/State and shall be relentlessly pursuing the responsibilities bestowed on it.

Keeping in view national/state objective of providing/augmenting telecom connectivity, especially in rural Rajasthan through minimum deployment of fresh infrastructure, RVPNL has decided to offer its POWER infrastructure i.e. Power Line Towers, Substation structures, Microwave towers etc. for

commercial Telecom use, subject however to (a) the priority of the Towers and facilities of RVPNL being for its core electricity transmission and related activities and its telecommunication activities being maintained; and (b) the use of the towers and facilities by TTIP selected will not in any manner cause hindrance or otherwise affect at time any of the activities of RVPNL. Accordingly, RVPNL hereby invites Requests for Selection from Bidders who wish to utilise RVPNL transmission line Towers/sub station structure/Microwave towers, other feasible infrastructure on commercial (as passive infrastructure) basis. RVPNL will consider the RfS received quickly and objectively, as per the criteria laid down. Short listed parties will then be invited to enter into definitive Commercial Agreement to this effect.

The Telecom equipments are proposed to be established by the TTIP under a Infrastructure Sharing Agreement (ISA) to be signed between the TTIP and RVPNL. After commissioning, complete operation & maintenance of the Project shall be the responsibility of the TTIP, under the said Infrastructure Sharing Agreement (ISA). The Committed Annual Rental Charges (CARC) quoted by the Bidders and the applicable Variable Annual Rental Charge (VARC) shall be payable by TTIPs to RVPNL as per ISA.

All statutory clearances and approvals like Way Leave, Environment & Forest clearance, PTCC, Civil Aviation, Railway /Road/ River/ Canal / Power crossing for the Project shall be taken by TTIP.

In accordance with the provisions of the Electricity Act, 2003 RVPNL is subject to the regulatory control of the Rajasthan Electricity Regulatory Commission (RERC) in regard to its activities and even in regard to its business other than those related to electricity. RVPNL is required to give intimation of the commencement of the other businesses and is required to share such part of the revenues as may be determined by the RERC to the account of the revenue requirements of electricity. RVPNL will be taking steps to give such intimation to the RERC. The implementation of the proposed work under the bidding process shall be subject to any decision by the RERC and subject to the sharing of revenue decided by the RERC being acceptable to RVPNL.

1.3 QUALIFICATION REQUIREMENTS

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm or by a Joint Venture of not more than two firms. (Specific requirements for Joint Ventures are given under Para 1.3.3 below).

The owner may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the project within stipulated completion period. This assessment shall inter-alia include (i) document verification;(ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedback etc.

RVPNL reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

1.3.1 Technical Experience

The bidder must meet the following requirements:

- (i) The bidder must possess a valid Telecom License/permission/clearance from the concerned Licensing Authority i.e. Dept of Telecom, Govt. of India for the intended telecom business envisaged by utilizing RVPNL Tower Space;
- (ii) The bidder must have at least 1 (One) year experience in:
 - (a) Providing wireless telecom services
Or
 - (b) Owning & operating of Telecom Towers
Or
 - (c) Installation of Telecom Towers
Or
 - (d) Installation of Telecom Antennas including associated infrastructure for Base Transceiver Station; and
- (iii) The bidder must have Experience in the installation of wireless telecom antennas on a minimum number of 10 (ten) power line transmission towers. For this purpose, the power line shall mean power transmission line of voltage of 132 KV or higher Voltage. Further, at least 5 out of such 10 telecom Antennas deployed on power line towers should be in successful operation for a minimum period of one year as on date of bid opening.
Or
Bidder must be authorized by the firm having the qualifying experience as mentioned in Cl. 1.3.1 (iii) who shall furnish the authorization certificate (in prescribed format) in favour of bidder for providing technical knowhow, supervision and service back up support during the currency of the contract

1.3.2 Financial Position

- (a) Minimum Average Annual Turnover* (MAAT) for best three years i.e. 36 months out of last five financial years of the bidder should be:

Rs. 10 Crore.

*Annual total income as incorporated in the profit and loss account excluding non recurring income, i.e. sale of fixed assets.

- (b) Bidder shall have liquid assets (L.A) or/and evidence of access to or availability of credit facilities of not less than:

Rs. 2 Crore.

In case bidder is a holding company, MAAT & L.A. referred to in clause 1.3.2 (a) & (b) above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, MAAT & L.A. referred to in clause 1.3.2(a) & (b) above shall be of that subsidiary company only (i.e. excluding its holding company).

1.3.3 Joint Venture Bids

- (a) In case a bid is submitted by a Joint Venture (JV) of not more than two firms as partners, joint venture must comply with the following minimum criteria:
- (i) The lead partner of Joint Venture shall must meet at least 1.3.1 (i) of Technical Experience criteria given at Para 1.3.1 and not less than 40% of the Financial Position criteria given at Para 1.3.2 above.
 - (ii) Each of the other partner(s) shall must meet individually at least either 1.3.1 (ii) or 1.3.1 (iii) of the Technical Experience criteria given at Para 1.3.1 above;
- and
- not less than 25% of the Financial position criteria given at Para 1.3.2 above.
- (b) The joint venture must collectively meet the criteria given at para 1.3.1 and 1.3.2 above for which purpose the relevant figure of Technical Experience and Financial Position for each of the partners of the JV shall be added together.
- (c) In case of Joint Venture, the following conditions shall also apply:
- (i) the bid, and in case of successful bid, the specified Form of Agreement shall be signed so as to be legally binding on all partners. (Form enclosed at Annexure 4.6 of RfS Document.)
 - (ii) one of the partners shall be nominated as Lead Partner, and the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the

Contract shall be done with the Lead Partner. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory of all the partners as per Proforma in Annexure 4.5 of RfS Document.

- (iii) all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the Bid Form and in the Contract Form (in case of a successful bid).
 - (iv) Agreement entered into by the Joint Venture partners shall be submitted with the bid.
- (d) In case an authorization is provided by the firm having the qualifying experience as mentioned in Cl. 1.3.1(iii), the authorization should be in form of legally enforceable joint undertaking.

1.3.4 Audited Balance and Income Statements

The Bidder shall submit the audited balance sheet and income statement of its own for the last five (5) years and must demonstrate the soundness of their financial position showing long term profitability. Wherever necessary RVPNL may make enquiries with the Bidder's bankers.

In the event the Bidder (being a company registered / incorporated outside India) is not able to furnish the above information of its own being a subsidiary company and the accounts are being consolidated with their Group / Parent company, the Bidder shall submit the balance sheet, income statement, other information as required, of its own (not of its Group / Parent company) duly certified by their Auditor or by a Certified Public Accountant. Similarly, if the Bidder happens to be a Group / Parent company, the Bidder shall submit the above information of its own exclusive of its Subsidiaries, duly certified by their Auditor or by a Certified Public Accountant.

1.3.5 LITIGATION HISTORY

The Bidder shall provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by it over the last three (3) years. A consistent history of awards involving litigation against the Bidder or any Partner of a joint venture may result in disqualification of the bid.

1.3.6 To be qualified for selection as TTIP, bidder shall provide evidence satisfactory to RVPNL of their capability and adequacy of resources to carry out the Contract effectively. Bids shall include the following information:

- (a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder;
- (b) The qualification and experience of key personnel proposed for carrying out the work;

- (c) Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditor's reports for the past three years and an estimated financial projection for the next five years.
- (d) Evidence of access to lines of credit, and availability of other financial resources;
- (e) Authority to seek reference from the bidder's banks.

1.3.7 PUBLIC SECTOR COMPANIES

Majority publicly - owned enterprises domiciled in India may be eligible to qualify if, in addition to meeting all the above requirements, they are also;

- (a) Commercially oriented legal entities distinct from RVPNL and are not government departments.
- (b) Financially autonomous, as demonstrated by requirements in their constitutions, to provide separate audited accounts and return on capital and powers to raise loans and obtain revenues through the sale of goods or services; and
- (c) Managerially autonomous.

1.3.8 The above stated requirements are a minimum and RVPNL reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of RVPNL, the Qualifying Data is incomplete or the Bidder is found not qualified to satisfactorily perform the works.

1.3.9 Notwithstanding anything stated above, RVPNL reserves the right to review the Bidder's capability and capacity to perform its obligations as TTIP for the Project shall the circumstances warrant such assessment in the overall interest of RVPNL. Further, RVPNL reserves the right to waive minor deviations, if they do not materially affect the capability of the Bidder.

1.4 ISSUE OF RfS DOCUMENT

The detailed terms and conditions for selection of the Bidder, data sheet formats for their Proposals, Agreements etc. are indicated in the RfS Documents. All those interested in getting the RfS Documents may respond to this advertisement by writing to SE (MIS) at the address given below with a non-refundable fee of ₹ 25,000/- (Rupees Twenty Five thousand only) in the form of a demand draft in favour of "Sr. Accounts Officer (EA & Cash), RVPN.", payable at Jaipur, latest by last date of sale of RfS document or the RfS can be downloaded from our website (i.e. www.rvpn.co.in/www.rajenergy.com) and the cost of bid document can

be deposited at the time of submission of bid. The RfS document shall be issued to the Parties on any working day between 1000 hours (IST) to 1600 hours (IST) during the sale period as indicated in the Notice Inviting Tender issued in the Media.

RVPNL shall promptly dispatch the RfS document by Registered Mail, but under no circumstances will it be held responsible for late delivery or loss of documents so mailed.

1.5 EARNEST MONEY DEPOSIT(EMD)

All Bid proposals shall be accompanied by EMD of Rs. 5.00(five) lacs in form of Pay Order or Demand Draft or Banker's Cheque in favour of "Sr. Accounts Officer (EA &Cash), RVPNL, payable at JAIPUR".

1.6 PROPOSAL RECEIPT AND OPENING

Bid Proposals for the projects under Envelope-1 & Envelope-2, duly filled in, one (1) original and two (2) copies must be delivered to the address hereunder on or before 1500 hours (IST) on 25/03/2011, the Bid submission date. Envelope-1 will be opened on the same day at 1530 hours (IST), in the presence of Bidders' representatives who wish to attend. If it is a public holiday on the date of receipt of the Bid Proposals as specified, the Bid Proposals shall be received and opened on the next working day at the same time and venue.

1.7 RVPNL'S RIGHT TO CANCEL SELECTION PROCESS

RVPNL reserves the right to accept or reject any or all Bid Proposals and/or annul the selection process without assigning any reason. RVPNL shall not bear any liability, whatsoever, in this regard. RVPNL further reserves the right to elect to execute the Projects by itself and discontinue the proposal to execute the Projects through the TTIP.

1.8 NODAL PERSON FOR ENQUIRIES AND CLARIFICATIONS

All correspondence, clarification and submission of Bid Proposals in respect of RfS Documents shall be addressed to:

Superintending Engineer (MIS)
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
Vidyut Bhawan, Jan path, Jaipur-302005
Tel.: (91) (141) 2740381/Extn 1538; Dir (91) (141) 2744057
FAX: (91) (141) 2742925

1.8.1 Any clarification shall be valid only if issued in writing by the above mentioned official.

SECTION – 2

INFORMATION FOR BIDDERS

2.1 DEFINITIONS

The following terms are used in the Request for Selection (RfS) documents and will have the meanings defined here. Note that all other capitalized terms used herein have the meanings set forth in the draft Infrastructure Sharing Agreement (ISA):

The “Control” shall mean the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Bidder/member in a consortium, whether through the ownership of voting securities or Board of Directors of such other person, by contract.

“Ancillary Documents” means all the Annexures and Formats for assessing Qualification and Evaluation criteria, as provided in Section 4 of this RfS.

“Bid Date” means the date and time when Proposals of Bidders are due in response to the RfS, which is 1500 Hours, Jaipur, Rajasthan, on the date indicated in Table -1, Clause 2.5, Section -2 or as may separately be intimated by RVPNL.

“Bidder” means either a single entity or a Joint Venture of entities submitting a proposal with the intent to become TTIP for execution of the Project.

“Infrastructure Sharing Agreement” means the Agreement entered into between RVPNL & TTIP to utilise RVPNL Towers for the purpose of the project;

“CEA” means the Central Electricity Authority constituted under Section -70 of The Electricity Act, 2003.

“RERC” means the Rajasthan Electricity Regulatory Commission constituted under Electricity Act 2003 and any successors and assigns which fulfill the same role.

“Ckm” Shall mean circuit kilometers- meaning no. of circuits of the line multiplied by length of the line in kilometers

“Commission” means the act of performing the Commissioning Tests to demonstrate successful completion of the deploying Telecom Antenna on RVPNL Towers and associated ground infrastructure such as shelter, Air conditioning, DG sets, Battery Backup etc.

“Competent Authority” means any agency, authority, department, inspectorate, ministry or board of the GOR/GOI or of any state or local

government or the regulator that has authority under the Laws of India over the Project.

“Consents” means all authorizations, consents, licenses, approvals, registrations, clearances, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any Competent Authority for the execution, delivery and performance of the ISA.

“STU/State Transmission Utility” means the utility notified by the State Government under Electricity Act 2003

“Day” means a 24-hour period that ends at midnight Indian Standard Time. Unless otherwise stated, Day is a calendar day.

“Development Security” means the security of a specified amount furnished to RVPNL by the Bidder in the form of a Bank Guarantee to secure performance and obligation of the TTIP under the ISA.

“DLD” shall mean Indian Domestic Long Distance Telecom carriage

“DoT” shall mean Department of Telecommunications, Ministry of communications, Govt. of India

“Element” means each circuit of Transmission Line under Project.

“Energy Department” means Energy Department of Government of Rajasthan.

“EPC Contract” means the agreement between the TTIP and the EPC Contractor for the engineering, procurement and construction of the Project.

“EPC Contractor” means an entity (including their legal and permitted successors and assigns) with whom the TTIP has executed a contract for engineering, procurement, construction and commissioning of the Project.

“Financial Organization” means Financial Institutions as defined in Section-4A of Companies Act, 1956, scheduled commercial banks as defined by Reserve Bank of India and any Insurance Company registered with IRDA and Foreign internationally recognized sources such as International Banks, Bilateral/ Multilateral Financial Institutions and Foreign Institutional Investors.

“Financial Year” means (i) the period beginning on April 01 of the calendar year and ending on March 31 of the next calendar year

“Forest Clearance” means an approval accorded by the GOI (MOEF) for diversion of forest areas for non-forest purposes under the Forest (Conservation) Act, 1980.

“GoI” means the Government of India.

“GoR” means the Government of Rajasthan

"Grid System" means the transmission and distribution facilities through which energy is transmitted from the generation facilities to the end users of energy.

"Implementation Period" means the time between the effective date of the Infrastructure Share Agreement and the commissioning date of Solution.

"Indian Electricity Grid Code/IEGC/Grid Code" means a document describing the philosophy and the responsibilities for planning and operation of Indian/Rajasthan Power System approved by RERC.

"Infrastructure Sharing Agreement or ISA" - means the agreement to be entered into between RVPNL and the TTIP pursuant to which the Projects shall be established.

"India" means the Republic of India.

"JV" shall mean a Joint Venture between parties for the purpose of bidding against this RfS

"TTIP" means the Bidder(s) that has been selected pursuant to the issuance of Letter of Selection by RVPNL to the successful Bidders, so selected by RVPNL on the basis of Qualification Requirements and evaluation Criteria as provided in the RfS documents and execution by the selected Bidder of various documents forming part of the RfS documents ("the Ancillary Documents")

"KV" means Kilo Volts.

"Live Line" means a condition wherein the Power Transmission line is in a charged or energized state at the specified Voltage Level

"Laws of India" means all laws, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or authority, a statute, rules, regulations, orders and interpretations thereof of India and any State, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the relevant parties in India.

"Laws of Rajasthan" means all laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or authority, a statute, rules, regulations, orders and interpretations thereof of the State of Rajasthan, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the relevant parties in Rajasthan

"Lead Member" means the party who has been nominated as the lead member in a Joint Venture as per the RfS Documents.

"Lenders" means the entities providing the debt financing for construction of the Projects pursuant to the Financing Documents and their successors and assigns.

“Letter of Intent (LoI)” means Letter of Intent to be issued by RVPNL to the selected Bidder pursuant to its compliance of the Qualification Requirements as provided in the RfS documents and execution by the selected Bidder and/or its Parent/Affiliate Companies of various documents forming part of the RfS documents (“the Ancillary Documents”).

“SLDC” shall mean State Load Dispatch Centre of RVPNL

“LDCA” shall mean Long Distance Charge Area as defined by the DoT

“Ministry or MOP” means the Ministry of Power, Government of India.

“MOEF” means the Ministry of the Environment and Forests, Government of India.

“MoU” shall mean the Memorandum of Understanding

“Month” means a calendar month according to the Gregorian calendar.

“Net Worth” means paid up capital plus free reserves less accumulated losses (deficit) and deferred revenue expenditure remaining unamortized.

“NLD” shall mean the National Long Distance Telecom Carriage and can be used interchangeably with DLD

“NLDO” shall mean a National Long Distance Operator licensed by DoT

“NPV” means Net Present Value of a series of future Cash Flows discounted at a certain discount rate

“O&M Contract” means the agreement between the TTIP and the O&M Contractor for the operation and maintenance of the Project to keep it available for use by the customers.

“Project” means development, financing, design, construction, owning, maintaining, operating and repairing the telecom Antenna & its associated infrastructure established by the bidders utilizing RVPNL’s transmission line Towers offered. Project would thus include assets such as telecom Antennas & associated cabling (including earthing) and other accessories mounted on RVPNL lines as well as the related infrastructure on the ground space (not owned by RVPNL) such as Shelter, DG Set, Battery bank, Air conditioning and telecom equipment etc.

“Party or Parties” means RVPNL or TTIP or all of them together.

“Parent Company” means a Company that holds more than 50% in the nominal value of the paid - up and subscribed equity capital of another Company and also has management control of that other Company.

"RVPNL" means the Rajasthan Rajya Vidyut Prasaran Nigam Limited, Jaipur, India (A Govt. of Rajasthan Enterprise) registered under Companies Act, 1956.

"Proposal/Bid" means a Bidder's written offer in response to the RfS.

"Prospective TTIP" means those Bidders whose Proposals have been ranked by RVPNL after evaluation of Envelope-2 proposals to take up discussions & finalization of the draft ISA.

"Proposal Submission Date" means the last date on which Bid Proposals are required to be submitted by Bidders.

"Qualification Requirements" means the qualification requirements as set forth in Section-1, Clause 1.3 and 1.4 of RfS.

"Qualification Statements or QS" means the written response in Formats of Section-4 under Envelope-1 of a Bidder with respect to Qualification Requirements set forth in this RfS.

"RfS" means this Request for Selection documents consisting of Volume-I & II including all attachments hereto and amendments (if any) issued by RVPNL.

"` or Rupees or Rs." means Indian Rupees, the lawful currency of India.

"SCADA" shall mean Supervisory Control and Data Acquisition

"Scheduled Outage" means a planned interruption of the transmission capability of a Line or Sub-station that has been scheduled and allowed by RVPNL/Beneficiary(s).

"Solution" means mounting of telecom antennas on RVPNL Towers so that the same can be deployed for wireless telecom coverage by relaying and/or transmitting radio frequencies of its customers by installation of other required ground infrastructure such as shelters, DG sets, Battery Banks, Air-conditioning etc. for the benefit of TTIP or its customers.

"Sub-contractor" means those organizations with whom the TTIP's Contractor proposes to enter into contractual relationship for the procurement of goods and services for Projects.

"Tower Site" means the lands and other infrastructure utilising which the Project is to be established and other accessories as may be specified in the ISA as forming part of the Tower Site.

"Techno-Commercial Proposal" means the Bidder's proposal in Formats of Section-4(Annexure- 4.2 to 4.14) under Envelope-1 with respect to the

technical and commercial aspects of the Project, that conforms to all the terms, conditions, and specifications set forth in this RfS.

“TRAI” shall mean the Telecom Regulatory Authority of India

“Week” means a period of seven consecutive days starting at midnight Indian Standard Time between Sunday and Monday and ending at the same time at midnight of the following Sunday.

“Year” means a calendar year according to the Gregorian calendar.

2.2 BACKGROUND

- 2.2.1 Rajasthan Rajya Vidyut Prasaran Nigam Ltd., Jaipur, (RVPNL), which is also the State Transmission Utility (STU), is a Public Sector Enterprise of Government of Rajasthan, responsible to undertake transmission of energy through State Transmission System by way of construction, operation and maintenance of EHV AC Transmission Lines, Sub-stations, Load Dispatch Centers and communication facilities. In order to supplement its resources and to augment & accelerate development of telecom infrastructure, it has decided to allow usage of its existing Tower/sub-station structure/Microwave towers assets for deployment of Telecom Infrastructure, subject however to (a) the priority of the Towers and facilities of RVPNL being for its core electricity transmission and related activities and its telecommunication activities being maintained; and (b) the use of the towers and facilities by TTIP selected will not in any manner cause hindrance or otherwise affect at time any of the activities of RVPNL.
- 2.2.2 RVPNL proposes to select Bidder having the requisite technical, financial and managerial capability for creating project specific TTIP. The TTIP shall be responsible for establishment of the “Project” in the state of Rajasthan as per Appendix-I. The TTIP shall be required to commit annual rental (usage) charges and sharing of 10% of gross annual revenue for a period of 10 years and also enter into an Infrastructure Sharing Agreement with RVPNL.
- 2.2.3 Statutory clearances and approvals like SACFA, Spectrum License, Way Leave, Environment and Forest clearance etc. required for setting up the project shall be taken by the TTIP.
- 2.2.4 RVPNL intends to select TTIP who would develop the above mentioned Project whereby the TTIP undertakes to develop, finance, design, construct, own, maintain, operate and repair the telecom infrastructure established by them under the project. This would include assets such as telecom Antennas & associated cabling (including earthing) and other accessories mounted on RVPNL transmission line towers as well as the related infrastructure on the ground space(not owned by RVPNL) such as Shelter, DG Set, Battery bank, Air conditioning and telecom equipment etc.
- 2.2.5 RVPNL hereby invites Bidders to submit qualification data, complete technical details proposed for the Projects, Project schedule etc. apart from

quoting Committed Annual Rental Charges to RVPNL in Indian Rupees for a period of 10 years. Bidders would be required to submit the Qualification Statements and Techno-commercial Proposal in Envelope-I and Committed Annual Rental Charges in Envelope-2 as per formats in the RfS.

- 2.2.6 Envelope-1 of the proposal consisting of an envelop containing EMD amount alongwith the letter in the format as prescribed and Bidders Qualification Statements & Techno-commercial proposals would be opened on the Bid date. RVPNL would subsequently examine Qualification Statements of various bidders. Thereafter, the Techno-commercial proposals of Qualified Bidders would be evaluated and technical & commercial deviations examined.

Envelope-2, comprising of Committed Annual Rental charges of only those bidders whose techno commercial proposal have been found to be responsive would be opened on a date to be intimated to the responsive bidders. Envelope-2 of the bidders found non-responsive along with their EMD would be returned unopened. Envelope -2 would thereafter be evaluated as per the pre-prescribed evaluation criteria and the proposals would be ranked. The party offering highest NPV of Committed Annual rental Charges would be invited for meeting for discussion and finalization of Infrastructure Sharing Agreement.

- 2.2.7 The draft of Infrastructure Sharing Agreement (ISA) being appended with the RfS documents would be agreed to & signed by TTIP with RVPNL. Within thirty (30) days of signing of draft Agreement, the prospective TTIP shall furnish Development Security to RVPNL & execute final ISA. Further, TTIP will take up the Projects as per ISA for a period of 10 years.

2.3 PROJECT DESCRIPTION AND REQUIREMENTS

2.3.1 Project Description

RVPNL owns and operates approximately 25,000 ckt of Power Transmission Lines and 400 nos. of Power Substations across the State. RVPNL Transmission lines criss cross the entire State and present excellent opportunity for interested parties to create Telecom footprints by mounting Telecom Antennas, especially in the rural and remote areas on the feasible towers of these power transmission lines. RVPNL intends to utilize its Power Line Towers and other suitable Substation Structures. Microwave towers for Telecom use by allowing interested parties to use available space on its Towers for Telecom purposes for a consideration amounting to a Committed Annual Rental Charge and a Variable Annual Rental Charge from the gross revenue earned by the interested parties by utilizing offered RVPNL Towers. The required Tower spaces of transmission lines would be allotted to the TTIP for a period of 10 years. The details of the engagement between RVPNL and the TTIP are proposed to be executed through an Infrastructure Sharing Agreement, draft of which forms the Volume -II of this RfS

Document. In addition to the Transmission lines listed (Appendix I). RVPNL may, at a future date offer additional transmission lines to the TTIP against additional consideration of CARC on a proportionate basis.

The TTIPs shall be responsible for carrying out a survey and conduct further due diligence to determine the RVPNL transmission line towers in the project that they are interested in based on a viable business case of utilizing such towers for their intended Telecom business.

Thus the Project comprises of deployment of Tower Sites by the TTIPs utilising the available transmission lines towers space, upon being found feasible after engineering clearance by RVPNL. Deployment by TTIP shall mean installing requisite infrastructure such as Telecom Antennas (GSM, CDMA, and Microwave), Telecom Shelters, Air-conditioning, DG Sets, battery Backup etc. and any other associated hardware and software so that the Tower Site can function as an active Telecom site for propagation of GSM, CDMA, Wireless Internet, WIMAX or other legal telecom applications.

2.3.2 Description of the Transmission Lines: The List of RVPNL Transmission line offered under this RfS are enclosed at Appendix-I to this RfS.

2.3.2.1 Scope of TTIP comprises of the transmission lines as indicated in Clause 1.1.

2.3.3 Implementation of the Project

2.3.3.1 The TTIP will have the sole responsibility for implementing the Project. All approvals, consents, permits and licenses required to construct, own and manage & maintain the Telecom cellular sites shall be obtained by the TTIP.

2.3.3.2 On behalf of RVPNL, Zonal Chief Engineer (T&C-Jaipur), RVPNL hereinafter referred as ZCE (T&C-Jaipur) shall be the nodal officer for the implementation of this project. He will look after the work of the execution of agreements , acceptance of Development security, issue of clearances/approval for installation of required equipments on the selected tower, billing and collection of revenue (CARC/VARC), monitoring and implementation of the overall project.

2.3.4 Financing

2.3.4.1 Arrangement for financing the project shall be the sole responsibility of the Bidders. Neither RVPNL nor the GoR will provide any financing for the Project. It is expected that the Bidders shall finalize all the financing arrangements within three (3) months from the date of execution of the Agreement with RVPNL.

2.4 TIME SCHEDULE

The project duration shall be for 10 years from the date of signing of ISA. TTIP shall indicate in the Annexure 4.14 of this RfS document, year wise roll out plan indicating the quantity of towers (in terms of percentage of total nos of tower available throughout Rajasthan) to be utilized for installation of antennas and other telecom equipment which shall not be less than the minimum percentage of the total towers available to TTIP.

2.5 Anticipated Time Schedule

Anticipated time schedule for various bidding activities are provided in Table-1 as below.

Table – 1

S. No	Milestone Activity	Date
1.	Pre-Bid Conference.	4 th Feb. 2011
2.	Issuance of consolidated written response by RVPNL to all RfS clarifications sought by Bidders.	Within 10 days of pre-Bid Conference
3.	Submission of Qualification Statements, Techno-Commercial & Price Proposals.	25/03/2011
4.	Evaluation of Qualification Statements, Techno-Commercial Proposal of bidders	Within 6 weeks of bid-submission
5.	Opening of the Price Proposal (Envelope-II)	Within 8 weeks of bid submission
5.	Discussion, Finalization and signing of the ISA	within 12 weeks of the bid submission
6.	Furnishing of Development Security to RVPNL by TTIPs	Within 4 weeks of signing the ISA

2.6 SCOPE OF WORK

2.6.1 Scope of TTIP: Complete Scope of work shall be as per the draft ISA in Volume-II of the RfS Document

Generally TTIP Scope of work for the Projects shall comprise, but not necessarily be limited to the following:

- 2.6.1.1 To construct and maintain the Project for a period of Ten (10) years, extendible at mutually agreed terms and conditions thereafter subject to the terms & conditions of the ISA.
- 2.6.1.2 Financing for the Project including Import Duties, other Taxes and Duties, Levies and Cess, Insurances etc. by way of mobilizing necessary equity capital & total debt.
- 2.6.1.3 The TTIP shall ensure timely completion of entire scope of Projects in all respects and its operation to ensure highest level of reliability, availability and maintainability as per prudent utility practices.

2.6.1.4 TTIP shall sign Infrastructure Sharing Agreement with RVPNL for remitting CARC and the VARC to RVPNL for allotted tower space.

2.6.2 Scope of RVPNL

RVPNL's Scope of work is briefly outlined hereunder. The detailed scope of work of TTIP and RVPNL shall be as brought out in the draft ISA to be signed between RVPNL and the TTIPs

2.6.2.1 To allot tower space to successful TTIP as per the ISA.

2.6.2.2 To provide TTIP the available data on the Tower Sites wherever available on as is where is basis.

2.6.2.3 To provide TTIPs with Tower space for installation, commissioning and maintenance of the envisaged Project subject to RVPNL's engineering clearance and applicable laws and rules.

2.6.2.4 To provide TTIPs design approvals required for strengthening of towers, if required.

2.6.2.5 The relevant details (viz. drawings etc.) in respect of the above activities, which may have been undertaken/completed, if any, by RVPNL to expedite the Projects may be given to TTIP for use in the Projects on as is where is basis purely for the purposes of information, without taking any liability upon their correctness or viability or whatsoever.

2.6.2.6 RVPNL shall exercise supervision and control over the Projects during implementation stage and thereafter during maintenance activities.

2.6.3 All costs or expenses incurred or liabilities assumed/approved by the prospective Bidders in relation to the Projects and this bidding process or before that shall not be reimbursed by RVPNL and such costs or expenses shall be exclusively borne by the Bidders.

2.7 Contents of RfS document

The RfS Document consists of the following:

- (a) Selection Document - Volume-I
- (b) Infrastructure Sharing Agreement (ISA) - Volume-II

ISA shall be signed between RVPNL and TTIP. ISA shall contain rights and obligations of the respective parties, in detail. In case of any discrepancies between the provisions of Selection Document and that of ISA, the provisions contained in ISA shall prevail over Selection Document.

SECTION – 3

INSTRUCTIONS FOR BIDDERS

3.1 IMPORTANT NOTICE AND CONDITIONS

- 3.1.1 The RfS Documents are meant for use only by Bidders, who have been issued these RfS Documents by RVPNL or deposited the cost of RfS document alongwith the bid document and submitted an acknowledgement of receipt to RVPNL. The RfS Documents are non transferable and not to be used by any other person.
- 3.1.2 RVPNL reserves the right to reject all or any of the Bids, if it considers it necessary to do so, and/or to withdraw from the selection process or any part of this process or to vary any of its terms at any time without giving any reason thereof and/or to require Bidders to submit revised Bids on such basis as it may determine at that time in its absolute discretion.
- 3.1.3 RVPNL also reserves the right to change the timing and any other aspect of the selection process (including whether to proceed with the selection process at all) at any time without giving any reason thereof. RVPNL further reserves the right to, at its complete discretion, and without assigning any reasons, elect to undertake and/ or execute the Projects by itself and discontinue the Proposal to execute the Projects through the TTIP (s) & nothing contained herein shall be construed as an obligation on RVPNL to execute the Projects only through TTIP.
- 3.1.4 Each Bidder has the responsibility for bearing all costs, expenses and liabilities incurred by it in connection with the selection process, including (without limitation) in connection with the preparation and/or submission of the Bid Proposals.
- 3.1.5 Requesting and/or receiving the Bids will not constitute a commitment by RVPNL to enter into any agreement, undertaking or covenant with a Bidder/Bidding entity.
- 3.1.6 Neither this Selection Document nor any of the other RfS Documents are a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall the RfS Document or any part of them form the basis of, or be relied upon in any way in connection with any contract relating to any shares, debentures or securities.
- 3.1.7 In considering an investment in the Projects, each of the Bidders/Bidding entities should make its own independent assessment and seek its own professional, financial and legal advice.
- 3.1.8 Whilst the information in the RfS Documents has been prepared in good faith, it is not and does not purport to be comprehensive or to have been

independently verified. Neither the RVPNL nor any of its officers or employees, nor any of its advisers, accept any liability or responsibility for the accuracy, reasonableness or, completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to, or make any representation or warranty, express or implied, with respect to, the information contained in the RfS Documents or on which such documents are based or with respect to any written or oral information made or to be made available to any of the Bidding entities or its professional advisers and any liability therefore is hereby expressly disclaimed.

- 3.1.9 By participating in the bid, each of the Bidders and bidding entities shall be taken to have acknowledged and accepted that he has not been induced to enter into such agreement by any representation or warranty, express or implied, or relied upon any such representation or warranty by or on behalf of RVPNL or any person working in the proposed privatization. The Bidders should conduct their own investigation and analysis of the Projects and all matters connected with Projects as well as the information contained in the RfS Documents and any other information provided to or obtained by the Bidders.
- 3.1.10 The information & data contained in the RfS Documents is indicative and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. Neither RVPNL nor any of its advisers undertakes to provide any Bidder with access to any additional information or to update the information in the RfS Documents or to correct any inaccuracies therein which may become apparent. Each Bidder must conduct its own analysis of the information contained in the RfS Documents and is advised to carry out its own investigation in relation to the Telecom business in general, the Telecom Tower Business, the legislative and regulatory regime which applies in India and any and all matters pertinent to the selection process and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the selection process.
- 3.1.11 The RfS Documents may include certain data, statements, estimates, projections, targets and forecasts with respect to the Projects. Such data, statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of RVPNL, which assumptions (and the base information on which they have been made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of, and no reliance should be placed on, any data, statements, estimates, projections, targets or forecasts or the assumptions on which they may be based and nothing in the RfS Documents is, or should be relied on as, a promise, representation or warranty.

3.1.12 The RfS Documents has been prepared by and is issued by RVPNL. Information and references relating to Department of Telecom, Government of India, Telecom Regulatory Authority of India, CEA and RERC are considered to be correct at the time of issue of the RfS Documents but they have not been approved by said authorities for inclusion in the relevant RfS Documents in the form and context in which they appear. Department of Telecom, Government of India, Government of Rajasthan, TRAI, CEA and RERC consequently make no representation as to the accuracy of such information and references and it cannot be inferred from the RfS Document or any part thereof that such authorities accept responsibility for, or agree, with them or any part of them.

3.2 GENERAL INFORMATION

3.2.1 Description of the Solicitation Process

The solicitation process by RVPNL will be as follows:

RVPNL has published the draft Request for Selection (RfS) documents on the website and Draft RfS shall be finalized after the pre-bid conference thereafter RVPNL will inviting prospective Bidders to submit their Bids for the Project. Bidders intending to submit Proposals shall return the Acknowledgement of RfS and intent to Bid in accordance with Section-3, Clause 3.2.2.

Pre Bid Conference will be held on the date indicated in Table 1, Clause 2.5, Section-2 at RVPNL's Corporate Office in Vidyut Bhawan, Jaipur at 1030 Hrs.

Proposals for the Projects would be submitted alongwith the cost of RfS document by the Bidders in two separate Envelopes on the date indicated in Table 1, Clause 2.5, Section-2 at 1500 Hrs. Envelope-1 shall consist of demand draft of Rs. 5.00 (five) lacs towards EMD alongwith letter in the format at Annexure 4.11 and Qualification Statements & Techno-commercial proposal.

Envelope-2 shall contain the price proposal i.e. Committed Annual Rental Charges. Envelope-1 would be opened on Bid date. "Qualification Statements" would be examined and evaluated in accordance with Clause 3.6.4 as per Annexure 4.10 "Format for Assessment of Qualification Requirements". Thereafter, Techno-commercial Proposals of Qualified Bidders would be examined & evaluated in accordance with Clause 3.6.4.

Envelope-2 of only those bidders whose Techno Commercial Proposals are found conforming to the requirements of the RfS documents, would be opened on a date to be intimated to them and taken up for further evaluation. In case of bidders whose Techno-commercial proposals are found to be Non- responsive, they will be so notified and their Envelope-2 will be returned unopened alongwith the EMD.

Based on the evaluation criteria contained in Clause 3.6.5, RVPNL will evaluate Committed Annual Rental proposals. The Bidders submitting Committed annual Rental charges offer that results in the highest Net Present Value (NPV) of the year wise Committed annual rental for the Projects would be invited for discussions, finalization and signing of ISA. Thereafter, Prospective TTIP would discuss & finalize draft ISA. Prospective TTIP would sign Infrastructure sharing Agreement with RVPNL to become TTIP. Further, TTIP will take up the projects for a period of 10 years as per the draft ISA.

3.2.2 Acknowledgement of the RfS

All Bidders must fill in, sign and return the "Acknowledgement of RfS and Notice of Intent to Bid" in the form set forth in Annexure – 4.1, Section-4.

3.2.3 Cost of Preparing Proposal

Bidders shall bear all costs associated with the preparation and submission of their Proposals and the finalization and execution of the Project Agreements. RVPNL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the evaluation process.

3.2.4 Site Visit

3.2.4.1 Bidders are advised to visit transmission line routes and the surrounding areas and obtain or verify all information which they deem fit and necessary for the preparation of their Proposals.

3.2.4.2 RVPNL has provided to each Bidder its available data of various proposed transmission lines for information only and without any legal liability whatsoever. Bidders would have to carryout their own surveys and field investigation and determine/evaluate the Business Prospect for further submission of their proposals.

3.2.4.3 Failure to investigate route of various transmission lines and to examine, inspect Site or other conditions fully shall not be grounds for a Bidder to alter its Proposal after the Bid Date nor shall it relieve a Bidder from any responsibility for appropriately estimating the difficulty or costs of successfully completing the Project and estimated benefits thereon.

3.2.5 Clarifications and Amendments to RfS

3.2.5.1 Clarifications

- a. Clarifications on this RfS may be requested in writing directed to the address below. RVPNL will respond in writing with its reply to clarifications which it receives at least ten (10) days before the date of Pre-Bid conference.

Superintending Engineer (MIS)
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
Shed No. 8/3, Vidyut Bhawan, Jan Path
Jaipur, -302005, Rajasthan,

INDIA.

Tel.: (91) (141) 2744057 FAX: (91) (141) 2742925

- b. Written copies of the requested clarifications and RVPNL'S responses will be issued to all Bidders.

3.2.5.2 Amendments

At any time prior to the Bid Date, RVPNL may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify this RfS by issuance of an addendum. Addenda will be sent in writing to all those Bidders who have purchased the RfS document. The receipt of an addendum by the Bidder shall be acknowledged promptly in writing by facsimile or e-mail and so noted in the Bidder's Proposal. The Bidder's late receipt of any addendum or failure to acknowledge the receipt of any addendum shall not relieve the Bidder of being bound by such addendum.

All addenda shall become part of the terms and conditions of this RfS. No interpretation, revision or communication regarding this RfS is valid unless made in writing and issued to all Bidders. The Bidders are cautioned that no employee of GoR or RVPNL or its consultants is authorized to explain or interpret this RfS, and that any interpretation or explanation, if not given in the manner described in this Clause or the preceding paragraph, should not be relied upon.

In order to afford the Bidders reasonable time in which to take a clarification or amendment into account in preparing their Proposals, RVPNL may, at its discretion, extend the deadline for the submission of Proposals.

3.3 PRE-BID CONFERENCE

- 3.3.1 A Pre-Bid Conference will be held at the time and venue as below:

Date : 4th Feb 2011

Time : 1030 hrs

Venue : Conference Room, First Floor, Vidyut Bhawan, Jan Path, Jaipur

- 3.3.2 Attendance at the Pre-Bid Conference is not mandatory. A maximum of two duly accredited & authorized representatives per Bidder may attend the Pre-Bid Conference. RVPNL may not respond to questions or enquiries from any Bidder, after the Pre-Bid Conference.

- 3.3.3 Bidders must intimate RVPNL at least 7 days prior to the scheduled date of the Pre-Bid Conference, whether or not they intend to attend the same.

- 3.3.4 Any queries/clarifications may be submitted by the Bidders in writing to RVPNL at least 7 days before the date of the Pre-Bid Conference.

3.3.5 All relevant issues raised by the Bidders would be discussed at the Pre-Bid Conference. The queries raised by the Bidders and their clarifications furnished by RVPNL at the Pre-Bid Conference will be documented and issued to all the Bidders subsequently after the Pre-Bid Conference. RVPNL reserves the right to defer answering any such question or to decline to answer any such question, which it considers inappropriate.

3.3.6 RVPNL may issue clarifications /amendments/modifications/ errata and/or revised version of various documents viz., Selection Document (Volume-I) & Infrastructure Sharing Agreement (Vol.-II) after Pre-Bid conference.

3.4 PREPARATION OF PROPOSAL

3.4.1 Language of Proposal

The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided they are accompanied by an appropriate translation of pertinent passages in the English language. Supporting materials that are not translated will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail over the original meaning printed in any language other than English.

3.4.2 Proposal Structure and Content

3.4.2.1 Overview

The Proposal to be prepared by the Bidders shall be submitted in two separate Envelopes. Envelope-1 shall contain a separate envelop of EMD of Rs. 5(five) lacs and the Bidder's Qualification Statements & Techno-Commercial Proposal.

Envelope-2 shall contain the Bidder's Committed Annual Rental Charges Proposal. Qualification Statements & Techno-Commercial Proposals of Bidders will be evaluated as per details given in Clause 3.6.4. RVPNL will evaluate Envelope-2 i.e. the Committed Annual Rental Proposals of only those bidders whose Techno Commercial Proposals are found conforming to the requirements of the RfS documents as per details given in clause 3.6.5. The formats to be used for submission of proposals are provided in Section-4, entitled "Annexures & Formats for Assessment of Qualifying & Evaluation Criteria."

3.4.2.2 Envelope-1, Qualification Statements & Techno-Commercial Proposal

Envelope-1 proposal of the Bidders shall contain the following Annexures which shall have to be provided for the Project:

- (i) Proposal letter (Section 4, Annexure- 4.2)
- (ii) Declaration by the Bidder (Section 4, Annexure 4.3)
- (iii) Format for Evidence of signatory Authority (Section 4, Annexure 4.4)

- (iv) Format for Power of Attorney from Joint Venture Members (Section 4, Annexure-4.5).
- (v) Format for Joint Venture Agreement (Section 4, Annexure-4.6)
- (vii) Format for Project Organization (Section-4, Annexure-4.7)
- (viii) Format for Bidders Financial & Technical Capabilities (Section-4, Annexure-4.8)
- (ix) Format for checklist for Qualification Statement Submission Requirements (Section-4, Annexure-4.9)
- (x) Format for assessment of Qualification Requirements (Section-4, Annexure-4.10)
- (xi) Performa for submission of EMD (Section-4, Annexure 4.11)
- (xii) Other relevant Maintenance data (Section-4, Annexure 4.12)
- (xiii) *Exceptions to RfS documents (Section-4, Annexure-4.13)
- (xiv) Bidders proposed Project Execution Schedule (Section-4, Annexure - 4.14)
- (xv) Performa for Authorization Certificate (Section 4, Annexure-4.17)

***Bidders are required to indicate deviations/exceptions to RFS documents in Annexure-4.13, Section -4 only. Deviations / exceptions to RFS documents shall not be indicated in Envelope -2. Further, RVPNL would not take cognizance to any deviations / exceptions, other than those indicated in the said Annexure - 4.13, Section - 4.**

3.4.2.3 **Envelope-2**, The Committed Annual Rental Charges :Envelope -2 Proposal shall contain the following Annexure which is to be provided separately:

Committed Annual Rental Charges (Section-4, Annexure 4.15)

3.4.2.4 Additional Instructions

- a. Proposal Letter and EMD- the Bidder shall complete the Proposal Letter as required in Section 4, Annexure 4.2. The Bidder shall provide the cost of bid document, EMD in form of Pay Order or Demand Draft or Banker's Cheque.
- c. Exceptions to RfS- The Bidder must prepare the Proposal by filling in all blank spaces and submitting documents required by Section 4. No changes shall be made in phraseology, and items shall not be added, unless specifically requested. Opportunity to present exceptions to the RfS is provided in Section 4, Annexure-4.13.
- d. Bidder's Project Execution Schedule - The Proposal shall contain the Bidder's detailed schedule for the development phase and construction phase upto Commercial Operation of the Project as requested in

Section 4, Annexure-4.14 entitled "Bidders Proposed Project Execution Schedule."

- e. Committed Annual Rental Charges -The Bidder shall submit its price proposal (**Envelope 2**) in accordance with Section-4, Annexure 4.15, entitled "Proposed Committed Annual Rental Charges".

3.4.2.5 Proposal Irregularities

A Proposal that is illegible or that contains omissions, erasures, alterations, additions, items not called for, or irregularities may be rejected, except for those necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Proposal.

3.4.3 Proposal Validity

3.4.3.1 Proposals shall remain valid and open for acceptance by RVPNL for a period of twelve (12) months from the date of submission of Proposals. Any Proposal offering less than the stipulated Proposal validity of twelve (12) months shall be rejected.

3.4.3.2 Prior to expiration of the original Proposal validity period, RVPNL may request one or more of the Bidders for a specified extension in the period of validity. The request and the responses for any extensions to the original validity date shall be made in writing. A Bidder may refuse the request for extending the validity of the proposal. A Bidder agreeing to the request will not be permitted to modify its Proposal. The provisions of Clause 3.4.4 below, regarding release and forfeiture of EMD shall continue to apply during the extended period of Proposal validity.

3.4.4 EMD

3.4.4.1 Each Bidder shall furnish in a separate envelop, alongwith its Envelope-1 Proposal, an EMD of Rs. 5.00(five) lacs in form of Pay Order or Demand Draft or Banker's Cheque in favour of "Sr. Accounts Officer (EA & Cash), RVPNL, payable at JAIPUR".

3.4.4.2 The EMD shall be forfeited without any notice, demand, demur or other legal process upon the occurrence or discovery of any of the following:

- a. a Bidder withdraws its Proposal during the period of Proposal validity; or
- b. any attempt to influence the RfS process in violation of Clause 3.6.2.2; or
- c. a Bidder's proposal contains any false statement or material misrepresentation; or
- d. in the case of a successful Bidder, if it fails within the specified time limits to execute the Infrastructure Sharing Agreement,

3.4.4.3 The EMD shall be returned to the Bidder who has submitted the proposal but withdraws its Proposal before the Bid Date. Further, if any Bidder's Qualification Statement & Techno-Commercial Proposal is determined to be non-responsive to this RfS, the EMD of such Bidders will also be returned. All the Bidders who are qualified & whose Techno-commercial proposals are found responsive, their committed annual Rental Proposals will be evaluated and ranked and the validity of their Proposals will be extended, if necessary, and if the relevant Bidder agrees. Bidders who do not qualify but whose Techno-commercial proposals are found to be non-responsive may not be required, however, to extend validity of their Proposals beyond the validity period. The EMD of all ranked Bidders will remain with RVPNL until the execution of ISA and furnishing of the Development Security. The EMD of all the remaining ranked Bidders will be returned upon the expiration date of their Proposals or the execution of ISA by the successful Bidder and furnishing of the Development Security, whichever is earlier. The EMD of the successful Bidder will be returned only when the entity has executed ISA and has furnished the required Development Security.

3.4.5 Format and Signing of Proposals

3.4.5.1 Bidders shall prepare in English language one (1) original plus two (2) copies of the documents comprising the Proposal. One original of the completed Proposal is to be clearly marked "ORIGINAL OF PROPOSAL," and all other completed copies are to be clearly marked "COPY OF PROPOSAL." In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.

3.4.5.2 If the Proposal consists of more than one volume, the Bidder must clearly indicate number the volumes constituting the Proposal and provide an indexed table of contents individually for each volume.

3.4.5.3 The Proposal shall be typed or written in indelible ink, each page shall be initialed by a person or persons duly authorized to sign for the Bidder and the Proposal Letter shall be signed by a person or persons duly authorized to bind the Bidder to the Proposal.

3.4.5.4 The complete Proposal as outlined in Clause 3.4.2, shall be without alterations, interlineations, or erasures, except inevitable errors made by the Bidder. All such errors after necessary correction shall be initialed by the person or persons already authorized to sign the Proposal.

3.5 SUBMISSION OF PROPOSALS

3.5.1 Sealing and Marking of Proposal

3.5.1.1 Proposals consisting of one (1) original plus two (2) copies alongwith the cost of bid document must be submitted to RVPNL in sealed Envelopes or boxes by 1500 hours on the Bid Date as indicated in Table -1, Clause 2.5, Section-2.

3.5.1.2 The Envelopes or boxes containing the Proposals must be addressed to RVPNL as follows:

Superintending Engineer (MIS)
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
Shed No. 8/3, Vidyut Bhawan, Jan Path
Jaipur, -302005, Rajasthan,
INDIA.
Tel.: (91) (141) 2744057 FAX: (91) (141) 2742925

- a. The Envelope or box must indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is declared as received after the due date and time or otherwise unacceptable.
- b. The inside Envelope or box must bear the same label as on the cover Envelope or box. Each Envelope or box shall be sealed.

3.5.1.3 Below the address given in Clause 3.5.1.2 above, the following must be written in bold letters:

Proposal (Envelop-1 or Envelope-2, as applicable) for selection as TTIP
(SPECIFICATION NO:.....)
DO NOT OPEN UNTIL 1530 HOURS, BID DATE..... 2010.

3.5.1.4 If the cover Envelope or box is not sealed and not marked as instructed above, RVPNL will assume no responsibility for the misplacement or premature opening of the submitted Proposal.

3.5.2 **Deadline for Submission of Proposal**

3.5.2.1 Proposals (Envelope-1 & Envelope-2) must be received at the address set forth in Clause 3.5.1.2 prior to 1500 Hours local time in Jaipur, Rajasthan, India on the Bid Date indicated in Table-1, Clause 2.5, Section-2, the date of Proposals submission and opening. Proposals may be delivered by hand, by registered mail or by express courier. Proposals submitted by facsimile, electronic mail, telex, or telegram will not be accepted.

3.5.2.2 RVPNL may, at its discretion, extend the Bid Date by issuing an addendum in accordance with these Instructions to Bidders, Clause 3.2.5.2.

3.5.3 **Late Proposals**

Any Proposal received after 1500 hours on the Bid Date will be rejected no matter whatever may be the reason of delay and will be returned unopened. It is the sole responsibility of Bidder to comply with Clause 3.5.2.1 above.

3.5.4 **Modifications and Withdrawal of Proposal**

3.5.4.1 A Bidder may modify or withdraw its Proposal after Proposal submission, provided that the modification or notice of withdrawal is received in writing by RVPNL prior to Bid Submission Time on the Bid Date.

3.5.4.2 Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of these Instructions for Bidders, Clause 3.5.4 for the submission of Proposals, with Envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

3.5.4.3 Withdrawal of a Proposal after 1500 hours on the Bid Date will result in the forfeiture of the EMD pursuant to these Instructions for Bidders, Clause 3.4.4.2.

3.5.5 Non - Negotiable Conditions

Prior to commencement of detailed Techno-Commercial evaluation, Bid Proposals would be examined and a proposal may be deemed non-responsive if any of the following NON-NEGOTIABLE CONDITIONS is violated:

(a) Due date & time for submission of proposal.

(b) EMD in line with Cl. 3.4.4.

(c) The provisions of

(i) Scope of Work

(iii) Development Security

(b) The provisions of committed annual Rental Charges contained in ISA to be entered into between TTIP & RVPNL for operation phase of the project.

(c) The non-exclusivity provisions of the ISA

3.6 PROPOSAL OPENING AND EVALUATION

3.6.1 Proposal Opening

3.6.1.1 RVPNL will open Envelope-1 Proposals, in open session at 1530 Hours on the date as indicated in Table -1, Clause 2.5, Section-2. The Bidders' representatives who are present shall sign a register as evidence of their attendance.

3.6.1.2 At the Envelope-1 Proposal opening on the Bid Date, RVPNL will examine Proposals to determine whether the requisite EMD have been furnished and whether the documents have been properly signed.

3.6.1.3 RVPNL will open Envelope-2 i.e. Committed Annual Rental Charges Proposals (of only those bidders who are found to be techno commercially responsive in the evaluation of envelope-1) in open session, the date of opening shall be intimated separately. The Bidders' representatives who are present shall sign a register as evidence of their attendance.

3.6.1.4 Proposals for which a notice of withdrawal has been submitted pursuant to these Instructions for Bidders, Clause 3.5.4, will not be opened.

3.6.2 Confidentiality

- 3.6.2.1 After opening of Proposals, information relating to the examination, clarification, evaluation, and comparison of Proposals and recommendations concerning the award of the Project shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 3.6.2.2 Any effort by a Bidder to influence RVPNL, in the process of examination, clarification, evaluation and comparison of Proposals, and in decisions concerning award of the Project, may result in the rejection of Bidder's Proposal and forfeiture of the EMD.
- 3.6.2.3 Bidders may request RVPNL to treat specific data or information contained in its Proposal as confidential. RVPNL and its representatives will take reasonable precautions to protect the confidentiality of such data or information, provided it is clearly identified as confidential on the page(s) on which it appears. However, any or all data/ information provided as a part of the proposal may be made available to any competent authority as may be required by such authority. RVPNL will, however, try to limit the amount of confidential data /information that it discloses. In any event, neither RVPNL nor any of its representatives will be responsible or liable for any disclosure of data/ information before, during or after the RfS process. RVPNL reserves the right to release any information contained in a Proposal including information of a proprietary or confidential nature to all those who are concerned with the Project.
- 3.6.2.4 Bidders shall not request, nor shall RVPNL grant, access to any privileged, and proprietary data/information supplied by, or pertaining to other Bidders responding to this RfS.
- 3.6.2.5 RVPNL will return neither the original nor the copies of any Proposal submitted by a Bidder once it has been opened.

3.6.3 Clarification of Proposals

During the examination, evaluation, and comparison of Proposals, RVPNL may, at its discretion, ask the Bidders for clarification of their Proposals. RVPNL may verify Bidders' financial data by checking with Bidders' lenders or other financing institutions and parent or affiliate companies. Requests for clarifications and responses shall be in writing. No change in the substance of the Committed Annual Rental Charges shall be sought, offered, or permitted.

3.6.4 Evaluation of Qualification Statements & Techno-Commercial Proposal

- 3.6.4.1 RVPNL will first determine if the Bidders have met the Qualification Statement submission requirements. Format at Section-4, Annexure 4.10 shall be used to check whether each Bidder meets the requirements at Clause 3.4.2.2. If any Bidder does not meet the submission requirements, then his Qualification Statements and Techno-Commercial Proposal are liable to be rejected.

3.6.4.2 RVPNL will then determine whether Bidder meets the Qualification Requirements set forth in clause 1.3 of Section-1 of this RfS. For this purpose, the Pass/Fail criteria based on stipulated Qualification Requirements as per Annexure-4.10 entitled "Format for assessment of Qualification Requirements" shall be used. The two right columns at Annexure-4.10, Section-4 shall be completed by the Bidder and supported by necessary and complete details in order to check Bidders compliance with these requirements. RVPNL would examine the Techno-Commercial Proposals of only those Bidders who meet the Qualification Requirements. Techno-Commercial proposals would be examined in line with the requirements of this RfS based on a detailed review and evaluation of the information provided in accordance with the Attachment-1 to this Section entitled "Detailed Evaluation of Techno-commercial Proposal".

3.6.4.3 A substantially responsive Techno-Commercial Proposal is one which conforms to all the terms, conditions in this RfS document without material deviation or reservation and which meets the requirements set forth in Attachment-1. A material deviation or reservation is one which affects in any substantial way the scope or completion schedule of the Project(s), or which limits in a substantial way, inconsistent with this RfS document, RVPNL's rights, or the Bidder's obligations under ISA, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

3.6.4.4 If a Techno-Commercial Proposal is not substantially responsive to the requirements of this RfS, the Proposal will be rejected and his EMD shall be returned to him. Such determination is solely at RVPNL's discretion.

3.6.5 Evaluation of Committed Annual Rental Charges Proposal

3.6.5.1 RVPNL will evaluate and rank Envelope-2 (i.e. Committed Annual Rental Charges Proposal) of only those Bidders whose Techno-commercial Proposals have been found responsive to the requirements of the RfS in accordance with Clause 3.6.4.

3.6.5.2 Based on the year wise Committed Annual Rental charges for 10 years quoted by Bidders in Section 4, Annexure 4.15 for the Project, the Net Present Value (NPV) shall be calculated by RVPNL in accordance with the Evaluation Criteria detailed in subsequent paras. The evaluation shall be carried out in line with following steps:

- a) The year wise Committed Annual Rental Charges for 10 years for each of Project shall be discounted @ 10 % per annum to determine the Net Present Value (NPV) of the same with CARC payment being assumed to be made at the end of the year for evaluation purpose; and
- b) RVPNL will evaluate the Envelope-2 (i.e. Committed Annual Rental Charges) Proposals as above and rank those from the highest to the lowest and the highest evaluated proposal will be deemed to be the best for the Project. The bidder with the highest NPV of Committed Annual Rental Charges [as computed in a] for the Project (as

applicable), shall be ranked first and called for discussions as per Clause 3.7.

3.7 SELECTION PROCESS FOR TTIPs

3.7.1.1 RVPNL will notify the successful first-ranked Bidder that their Proposals has been accepted and shall invite him for meeting for signing of Infrastructure Sharing Agreement.

3.7.1.2 At the same time, as RVPNL notifies the successful bidder that its bid has been accepted, RVPNL, in consultation with the bidder, will prepare the ISA provided in the RfS Document incorporating all Agreements between the parties.

ISA shall be signed between RVPNL and the successful bidder within thirty (30) days of the notification of the successful first ranked bidder by RVPNL.

After signing of ISA by the successful Bidders, RVPNL will promptly inform the remaining ranked Bidders that their Proposals have been unsuccessful.

After signing of final ISA by the successful bidder, the prospective TTIP shall become TTIP. Thereafter, TTIP shall furnish Development Security to RVPNL in accordance with clause 3.7.2 below to RVPNL and on receipt of Development Security, RVPNL would discharge or return the EMDs of remaining ranked bidders. Further, TTIP will take up the projects for a period of 10 years as per the ISA.

3.7.2 Development Security Requirements

3.7.2.1 Within thirty (30) days after signing of ISA, the TTIP shall furnish to RVPNL the Development Security for an amount of Rs. 2.00(two) Crore in form of Bank Guarantee issued by either :

(a) A Public sector bank located in India; or

(b) A Schedule India Bank having paid up capital (Net of any accumulated losses) of Rs. 1000 million or above. (The latest annual report of the bank should support compliance of Capital Adequacy Ratio requirements)

The Performa for Development Security shall be as per Annexure 4.16

The validity of Development Security shall initially be for a period of 3(three) years and shall have to be maintained during the entire term of the ISA. All costs of obtaining and maintaining the Development Security shall be borne by the TTIP.

3.7.2.2 If RVPNL determines that the successful Bidder has made any false representation, has failed to comply with the requirements of these

'Instructions for Bidders', or has breached the provisions of the ISA, RVPNL shall be entitled to forfeit the Development Security.

3.8 ACTIVITIES AFTER SELECTION OF TTIP:

- 3.8.1 Furnishing of Development Security : Within thirty (30) days of signing of ISA, the selected TTIP shall be required to furnish Development Security to RVPNL.
- 3.8.2 Finalization of Project Plan : Within thirty (30) days of signing of final ISA the TTIP shall finalize detailed plan including PERT network/Bar Chart for timely execution of the Project and share the same with RVPNL.
- 3.8.4 The TTIP shall be expected to commission the Project within the stipulated period. The TTIP shall operate and maintain the Project pursuant to ISA.
- 3.8.5 **Review of the Contract:-** In case the selected TTIP is not able to complete the work as per the completion schedule agreed between RVPNL and TTIP than RVPNL reserves the right to review the contract after two year of award of contract and re-tender the transmission line towers

3.9 PROPOSED TOWER RENTAL CHARGES

- 3.9.1 Evaluation of the Proposed Tower Rental Charges: Evaluation of the Bidder's proposed Committed Annual Rental Charges is discussed in Clause 3.6.5 and explained in detail in Section-4, Annexure 4.15.

3.9.2 Overview of Committed Annual Rental Charge (CARC) Structure

- 3.9.2.1 The CARC is the **minimum** consideration for providing TTIPS with a right to transmission tower space as brought out in the draft ISA for mounting of the Telecom Antennas and associated ancillaries on RVPNL Towers and it's operation & maintenance during 10 year period for various transmission line Towers/sub-station structure/microwave towers covered in the Bid Document. CARC, shall form the basis for bidding & evaluation. By the term "committed" it is meant that the TTIP shall pay this amount to RVPNL as per ISA regardless of the business outcome of his Project as a consideration towards enjoying the right to utilize the deployed tower sites for a period of 10 years as per ISA.

CARC shall be considered as the base component of the total consideration to RVPNL for allowing its Tower spaces to be utilised by TTIP as envisaged in the draft ISA.

Each Bidder shall indicate the CARC for the entire project on an annual Lump sum basis regardless of the number of towers the bidder actually finds useful from his perspective. This annual CARC shall have to be quoted in Indian Rupees.

3.9.2.2 **Variable Component of the Tower Rental -Variable Annual rental Charge (VARC):** The TTIP will also be required to pay to RVPNL 10% of his actual annual gross revenue or the minimum VARC as the case may be from the project in addition to CARC. In other words, each TTIP shall pay to RVPNL committed annual Rental charge **and** 10% of his actual annual gross revenue or the minimum VARC.

VARC is distinct from Committed Annual Rental Charge (CARC) as specified in the draft ISA, which shall be payable by the TTIP to RVPNL over and above the CARC as per the methodology described. The quantum of the revenue share (i.e. 10%) proposed to be offered to RVPNL by the bidder shall not form part of the evaluation for the purpose of selection/short listing of TTIPs.

Calculation of Minimum VARC

In case the tower utilized by selected TTIP in any financial year are less than the towers indicated in the roll out plan (at Annexure-4.14) than the minimum towers for VARC will be the numbers of towers between the minimum towers indicated in the roll out plan by TTIP or the minimum nos of towers mentioned in the bid document by RVPNL which ever is higher, shall form the basis of calculating Minimum VARC payable to RVPNL for arriving at yearly minimum VARC on proportionate basis as per the following methodology:-

Actual VARC realized by TTIP (Rs.) = A
Actual Nos of Tower utilized by TTIP = B
Minimum Nos of tower to be utilized by the TTIP as per the roll out plan (annexure-4.14) or the minimum numbers of tower mentioned in the bid document by RVPNL which ever is higher = C
Then the actual VARC payable to RVPNL (Rs.) = $(A/B)*C$

In case actual nos of towers utilized are more than the towers indicated in the Roll out plan than the actual VARC realized shall be payable to RVPNL.

In case no revenue figures are available for a particular year than the revenue figures of next year shall be utilized for calculating the minimum VARC of that particular year

However, only the Fixed component of the Tower Rental Charges (CARC) during a 10 year period for various Tower Sites covered in the Bid Document shall form the basis for bidding & evaluation. The method for evaluating the Financial Proposals is elaborated further in Annexure 4.15.

Flow of Payment in the Project :

- 9.1** The Customers of the TTIPS's Telecom services shall pay to the TTIP for the use of Telecom Infrastructure to TTIP, based on rates determined by the TTIP. The TTIP shall pay to RVPNL the CARC as quoted by him in his bid along with the VARC, as applicable as per the payment plan stipulated in the Draft ISA.
- 9.2** The TTIP will maintain an Escrow account wherein all the revenues generated as a result of leasing out the antennas and telecom equipments by the TTIP in accordance of the agreements entered between TTIP and the users shall be deposited. RVPNL will have first charge on this account in case TTIP fails to make payment of CARC and VARC as per the invoice raised by RVPNL

SECTION – 4

**ANNEXURES AND FORMATS
FOR
ASSESSING QUALIFYING AND EVALUATION
CRITERIA**

**Annexure 4.1 Proforma for Acknowledgement of Receipt of
Request for Selection (RfS) documents and Notice
of Intent to Bid.**

To,

Superintending Engineer (MIS)
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
Shed No. 8/3, Vidyut Bhawan, Jan Path
Jaipur, -302005, Rajasthan,
INDIA.
Tel.: (91) (141) 2744057 FAX: (91) (141) 2742925

Sub: Proposal for Selection as TTIPs(s) for deployment of Telecom Antennas
 on feasible RVPNL Towers under the Project against Specification No. :

Dear Sir,

The undersigned, in his capacity as the representative of _____,
hereby acknowledges the receipt of Request for Selection (RfS) Documents for the
captioned Project from RVPNL. The undersigned confirms that we are in possession
of the entire RfS Documents. We have reviewed the RfS and intend to submit
Proposal.

Thanking you,

Yours sincerely,

(Authorised Signatory)

Date -----

Place -----

(here enter the name and address of the Bidder)

Annexure 4.2 Format for Proposal Letter

(Bid Proposals not accompanied with the covering letter strictly as per the format mentioned below shall be declared non-responsive. The covering letter should be on Letter Head of the Bidder)

Date: _____

From : _____

Tel.#:

Fax#:

To: Superintending Engineer (MIS)
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
Shed No. 8/3, Vidyut Bhawan, Jan Path
Jaipur, -302005, Rajasthan,
INDIA.
Tel.: (91) (141) 2744057 FAX: (91) (141) 2742925

Sub : Proposal for selection as TTIP for establishing Telecom Antennas and associated infrastructure on RVPNL Towers under the project against Specification No. : _____

Sir,

1. Being duly authorized to present and act on behalf of the Bidder M/s _____(hereinafter called "The Bidder") and having read and examined in detail the Request for Selection (RfS) Documents, the undersigned hereby apply to be selected by RVPNL as TTIP for deploying Telecom Antennas on feasible RVPNL Towers , as stipulated in RfS Documents
2. It is confirmed that our proposal is consistent with all the requirements of submission as stated in the RfS Documents and subsequent communications from RVPNL.
3. The information submitted in our Proposal is complete, strictly as per the requirements stipulated in the RfS Documents and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
4. We confirm that there are no litigation or other disputes against us which materially affect our ability to fulfill our obligations with regard to the Projects as per the terms of RfS Documents.

5. We confirm that all the terms and conditions of the Proposal are valid for acceptance for a period of twelve (12) months from the last date of submission of the Proposal.
6. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated at clause 3.5.5, Section-3 (Non-negotiable) of this selection document, Volume-I.
7. We hereby confirm that we shall adhere to the time frame for completion of the Projects, as specified in our proposal.
8. We have enclosed herewith a Pay Order/Demand Draft/ Banker Cheque/Bank of Rs. 5(five) lacs towards EMD from Nationalised /Scheduled with branch in Jaipur.
9. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Proposal and as required to implement the said Project, in the event that we are finally selected.

Thanking you,

Yours sincerely,

(Authorised Signatory)

Date -----

Place -----

(here enter the name and address of the Bidder with Seal)

Encl.: Bid Proposal

Annexure 4.3 Format for Declaration by the Bidder

Specification No.: _____

Being duly authorized to present and act on behalf of Bidder M/s..... the undersigned agrees that the decision of the RVPNL in the process of selection as TTIP, resulting from our Bid Proposal No.---- -- dated --- shall be full and final and we further agree to abide unreservedly with RVPNL's decision. Furthermore, we warrant that under no circumstances shall we challenge either the RVPNL's decision or right to make this decision at any time in the future.

(Authorised Signatory)

Date -----

Place -----

(here enter the name & address of the Bidder)

Annexure 4.4 Format for Evidence of Signatory’s Authority (Affidavit)

I _____, aged _____ years,
(Name of official) (present age)
S/D/W of _____ and presently
(Name)
resident of _____
(address)
and _____ of _____ after having
(Designation) (Name of firm)
been duly sworn certify the following:

1. That I am the [Insert official capacity and attach as Attachment 1 evidence of Signatory authority as per Bidder’s own format]] of the [Insert name of firm], [Insert type of entity, i.e., corporation, limited liability COMPANY, etc.] duly organized under the laws of _____. (Name of State (if applicable) and State) [If a Joint Venture, insert the following:
2. That [Insert name of firm] is duly authorized as the Lead Member for a Joint Venture that includes the following members: [Insert names of other members of Joint Venture;]

The Power of Attorney executed by the above referred members of the Joint Venture authorized the Lead Member to represent them and act on their behalf are annexed hereto in line with format for Power of Attorney for Joint Venture as per Annexure – 4.5 of this Section-4.

3. That as (Insert official capacity) for and on behalf of the [Insert name of firm] [if a Joint Venture, include the following: “and for and on behalf of the following companies: Insert names of other members of Joint Venture].

I hereby solemnly affirm and certify:

- a. That the information submitted in this Proposal is complete and in accordance with the RfS.
- b. That all statements made in this Proposal and in the required attachments are true and correct;
- c. That this Proposal is made for the express purpose of qualifying _____ (Insert name of firm and if a Joint Venture, the names of all members) under project of RVPNL Towers.
- d. That the Bidder will make available to the RVPNL any information it may find necessary to verify any item in this Proposal or regarding his competence and general reputation;
- e. That the undersigned is duly authorized by the Firm(s)/ individual/Joint

Venture to make these representations and to sign this Proposal.

Authorized Officer

WITNESSES:

1. _____ 2. _____

Subscribed and sworn to before me this _____ day of _____ 2011.
at _____.

Notary Public

Annexure 4.5 Format for Power of Attorney For Joint Venture

(On Non-judicial Stamp Paper of Appropriate value, to be Purchased in the Name of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder have formed a Joint Venture under the laws of(*)/intend to form a Joint Venture(*) [(*) *delete whichever is not applicable*] and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Project the bids for which have been invited by Rajasthan Rajya Vidyut Prasaran Nigam Ltd., having its Registered Office at Vidyut Bhawan, JanPath, Jaipur – _____, Rajasthan, India (hereinafter called the 'RVPNL') to undertake the following acts :

- (3) To submit proposal and participate in the aforesaid Bid Specification of RVPNL on behalf of the "Joint Venture".
- (3) To negotiate with RVPNL the terms and conditions for Selection as TTIP pursuant to the aforesaid Bid and to sign the Contract/Infrastructure Sharing Agreement with the Employer for and on behalf of the "Joint Venture".
- (3) To do any other act or submit any document related to the above.
- (3) To receive, accept and execute the Contract/Infrastructure Sharing Agreement for and on behalf of the "Joint Venture".

It is clearly understood that all the partners of the joint venture shall be liable jointly and severally for the execution of the Contract/Infrastructure Sharing Agreement in accordance with the Contract terms and the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s)/Infrastructure Sharing Agreement and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Tenure of the Contract/Infrastructure Sharing Agreement.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract/Infrastructure Sharing Agreement with RVPNL and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

For and on behalf of the
Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture :

The Common Seal has been affixed there unto in the presence of :

WITNESS

(3) Signature.....

Name

Designation

Occupation

(3) Signature.....

Name

Designation

Occupation

Annexure 4.6 Format for Undertaking By The Joint Venture Partners

(On Non-Judicial Stamp Paper of Appropriate Value, to be Purchased in the Name of Joint Venture)

THIS JOINT DEED OF UNDERTAKING executed on this..... Day of..... Two Thousand andby..... a company incorporated under the laws ofand having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of..... and having its Registered Office at.....(hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of selection)] against the Specification No.....for selection as Telecom Tower Infrastructure Provider (TTIP) associated with the Project of Rajasthan Rajya Vidyut Prasaran Nigam Limited, a Company incorporated under the Companies Act of 1956 having its registered office at Vidyut Bhawan, Jan Path, Jaipur, - _____, Rajasthan, India (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated

AND WHEREAS RVPNL invited bids/request for selection as per the above mentioned Specification for the selection of TTIP in the bidding documents associated with _____.

AND WHEREAS Clause 1.3.3, Section-I forming part of the bidding documents, inter-alia, stipulates that Joint Venture of not more than two qualified partners, meeting the requirements of 'Qualification Requirement of the Bidder', may bid, provided, the Joint Venture fulfills all other requirements under Clause 1.3 Qualification requirements and in such a case, the Letter of Bid (Bid Form) shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to RVPNL vide proposal No.....dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 1.3.3 has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by RVPNL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto RVPNL for the successful performance of the Contract and shall be fully responsible for the planning, design, procurement/manufacture, Supply, installation, commissioning activities of the project and successful performance of the project in accordance with the Contract/Infrastructure Sharing Agreement.
2. In case of any breach or default of the said Contract/Infrastructure Sharing Agreement by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract/Infrastructure Sharing Agreement and to carry out all the obligations and responsibilities under the Contract/Infrastructure Sharing Agreement in accordance with the requirements of the Contract/Infrastructure Sharing Agreement.
3. Further, if RVPNL suffers any loss or damage on account of any breach in the Contract/Infrastructure Sharing Agreement or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract/Infrastructure Sharing Agreement, the Party(s) of these presents undertake to promptly make good such loss or damages caused to RVPNL, on its demand without any demur. It shall not be necessary or obligatory for RVPNL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), RVPNL can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to RVPNL.
4. The financial liability of the Parties of this Deed of Undertaking to RVPNL, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract/Infrastructure Sharing Agreement shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (to be suitably appended by the Parties along with this undertaking in its bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract/Infrastructure Sharing Agreement if awarded and that this Undertaking shall not be deemed to give

rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract/Infrastructure Sharing Agreement.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract/Infrastructure Sharing Agreement.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security/Project Development Security from a bank in favour of RVPNL in the currency/currencies of the Contract/Infrastructure Sharing Agreement.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till RVPNL discharges the same or upon the completion of the Contract /Infrastructure Sharing Agreement in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of For Lead Partner (Party No.-1)
Has been affixed in my/ our For and on behalf of M/s
presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature (Signature of the authorized representative)

WITNESS :

I.....

II.

Common Seal of For Party No.-2
Has been affixed in my/ our For and on behalf of
presence pursuant to Board of M/s.....
Director's Resolution dated

Name (Signature of the authorized representative)

Designation

Signature

WITNESS :

I.....

II.

Annexure 4.7 Format for Project Organisation

4.7.1 Proposed Project Organization

If the Bidder is a single Company please so state in this Section.

If the Bidder is a Joint Venture of firms, please list the Lead Member and each Company /organization that is being proposed to be included in the TTIP proposed by the Bidder for and outline the respective functions and responsibilities of each proposed Company in the TTIP. The signed Joint Venture Agreement in the format as at Annexure- 4.5 & 4.6 of Section-4 must be attached.

Company /Organization Name	Functions and Responsibilities
Lead Member:	
Other Partners / Members	

4.7.2 Corporate Details

Please provide the following information. If the Bidder is a Joint Venture, please provide this information for each member including the Lead Member, that are to be included in the proposed TTIP:

4.7.2.1 Company's Name, Address, and Nationality:

Name: _____

Address: _____

State of Origin: _____

Year Organized: _____

Type of Organization: _____

4.7.2.2 Corporate/Legal Documents: Please provide the following corporate organizational documents:

- (i) Copy of the Memorandum and Articles of Association and certificate of incorporation or other organizational document (as applicable), including their amendments, certified by the Company secretary as Attachment 1 and Original copy of Certificate of Good Standing certified (not more than 30 days prior to the Proposal Submission Date) by the jurisdiction of incorporation/organization as Attachment 2.
- ii) Scope of Company's Business Activities:
- iii) Authority letter in favour of RVPNL from the Bidder/every member of the Joint Venture authorizing RVPNL to seek reference from their respective bankers & others as Attachment 3.

4.7.2.3 Proposed Relationships

If the Bidder proposes relationships with any entity (s), the Bidder should identify the following for each of such entity:

Name, address and contact numbers (Tel./Fax/E-Mail Add.)

Nature of proposed relationship

For and on behalf of Bidder Company
M/s.....
(Signature of Authorised Representative)

Annexure 4.8 Format for Bidders Financial & Technical Capabilities

Name of Bidder

Attachment-1

4.8.1 Financial Capability:

1. Bidders shall attach audited financial statements for the past five (5) years as Attachment 1. Such audited financial statements shall include a consolidated balance sheet and income statement. Such financial statements shall be certified by a chartered accountant (or equivalent) who shall not be an employee of the Bidder, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

2. In addition to providing attached copies of financial statements, please complete the following table in Indian Rupees (for conversion of Indian Rupees use exchange rate based on the bills selling card rate of State Bank of India prevailing on the date of closing of the Accounts for each respective year):

Financial Information	Actual: Previous Five Years				
	1.	2.	3.	4.	5
1. Total assets					
2. Current assets					
3. Total liabilities					
3.1 Current liabilities					
4. Net worth					
5. Turnover					
6. Profits before tax					
7. Profits after tax					

The information in the above table must be certified by a Chartered Accountant and dated not more than 30 days before the Proposal Submission Date.

General Project Development and Technical Capability:

Attachment 2: Detailed list of experience in the Project Development and Technical Capability.

This attachment includes the following:

Details of wireless services being provided :- Details of the wireless services being provided by the bidder may be mentioned alongwith the relevant details like time period, area etc.

A summary table (T-1) as below which includes names, locations, type (GSM/CDMA/WIMAX/MICROWAVE etc.), etc. of similar projects to those envisaged under this RFS involving installation of Telecom Antennas on Telecom Towers which the _____ has executed during last two (2) years which are similar or larger in size and type to the proposed Projects. The table also identify the State in which the project was implemented.

Table T-1

Last two (2) years	Name(s) of Project(s)	Location(s)/region including State(s)	Size (no of Towers)	Type whether Ground Based or Roof Top	Whether Towers owned by the bidder <u>Or</u> installed by the bidder <u>Or</u> Both	Whether Towers operated by the bidder (Operation means O&M of tower and associated infrastructure) to keep the site up & running	Equipment other than Tower & Antenna installed as part of the project

4.8.2 Specific Project Development and Technical Capability:

(A) Technical Data for Power Transmission Lines Towers on which Telecom Antenna Installed by Bidder/Authorized firm (Fill separate sheet for each Tower)

Table-T-2

1.0	Name of bidder & JV Partner claiming experience	
2.0	Date of Installation	
3.0	In successful operation since (date)	

4.0	Name of Telecom user/utility for which installed with full contact details for verification purpose	
5.0	Electrical Data	
5.1	Normal Voltage	_____ kV
5.2	Maximum System Voltage	_____ kV
5.3	Line Configuration	Single Circuit/Double Circuit/Muticircuit
5.4	Conductor Configuration (Single/Twin/Quad)	
5.5	Type of Installation Whether Live Line or under de-energized state	
6.0	Height of the Tower Peak (Meters)	
7.0	No. & Height of Telecom Antennas installed including Microwave Antennas	
8.0	Whether Earthwire carries OPGW (optical ground wire)	
9.0	Statutory Clearances Obtained	_____
10.0	Applicable Standards/Codes	_____

(B) Telecom Antenna on Power Transmission Line - Maintenance Data

- 1.0 Total no. of Telecom Antennas presently operational _____
- 2.0 Attached actual site photographs for at least 5 power line Towers carrying telecom antennas with relevant details/labels
- 3.0 Maintenance: Annual Maintenance Schedule for Telecom Antenna on Power Lines

Duration (number of days) : _____ Time of Year : _____ Number of operating hours : _____ Whether Access (Climbing on Towers) to Tower Required for each maintenance activity : _____

For each project listed in the table T-1, the Bidder shall furnish a narrative description that includes the following information:

- Project model, i.e., BOO, BOOT, BOOM;

- Debt financing and equity raised and provided by Bidder for the project, including names of lenders and investors;
- Size and type of installation;
- Technical data/information on major equipment installed;
- Description of role performed by the Bidder on the project;
- Clearances obtained by the Bidder including Statutory Licenses, SACFA, Right of Way (RoW), Forest Clearance and other statutory / Govt. clearances;
- Cost data (Breakdown of major components);
- Name of EPC and/or other major contractor;
- Construction time for the project;
- Operating reliability since date of commercial operation;
- Operating environmental compliance history;
- Names of Supervisory entities or consultant, if any ;
- Date of Commercial Operation;
- Total duration of operation.

Attachment-3 : For each of above projects, Certificates of Good Operating Performance duly issued by owners or clients alternatively Certificates of Final Acceptance for the project described in Attachment 2 above.

Attachment-4 : If the Bidder has failed to complete a project, please indicate which contract, when and why and give a detailed explanation of all aspects relating to its non-completion.

For and on behalf of Bidder Company

M/s.....

(Signature of Authorised Representative)

Annexure 4.9 Format for Checklist for Qualification Statement Submission Requirements

QS Submission Requirements	Response (Yes/No)
1. Proposal Letter (Format at Annexure-4.2)	
2. Declaration by Bidder (Format at Annexure- 4.3)	
3. Evidence of Signatory Authority (Format at Annexure- 4.4)	
4. Power of Attorney from Joint Venture Members (Format at Annexure- 4.5)	
5. Joint Venture Agreement (Format at Annexure -4.6)	
6. Project Organization (Format at Annexure-4.7)	
7. Bidder's Financial and Technical Capabilities (Format at Annexure-4.8)	
8. Audited Financials (5 years) (Format at Annexure-4.8 Attachment 1)	
9. Bidder's Technical Capability (Format at Annexure-4.8, Attachment 2)	
10. Certificates of Final Acceptance or Good Operating Performance of the Project (Format at Annexure 4.8, Attachment 3)	
11. Statement regarding Project Completion, if applicable (Format at Annexure 4.8, Attachment 4)	
12. Bidder's Compliance with Qualification Requirements (Format at Annexure-4.10)	
13. Bidder's compliance with the Roll out plan as indicated at Cl. 1.2 of Annexure 4.14 Bidders Proposed Project Execution Schedule	
14. Annexure 4.17 Performa for Authorization Certificate	

For and on behalf of Bidder
M/s.....
(Signature of Authorised Representative)

Annexure 4.10 Format for Assessment of Qualification Requirements

Qualification Requirements (Pass/Fail Criteria)

Sl.No.	As specified by RVPNL	Bidder's Proposal	
		Response <u>Yes/No</u>	Documentary Evidence Enclosed (Para No., Page No. etc. of the QS)
1.0	<u>Qualification Requirements</u>		
1.1	<u>Technical experience</u>		
i.	The bidder must possess a valid Telecom License/permission/clearance from the concerned Licensing Authority i.e. Dept of Telecom, Govt. of India for the intended telecom business envisaged by utilizing RVPNL Tower Space;	Yes/No	
ii.	The bidder must have at least 1 (One) year experience in: <ul style="list-style-type: none"> (a) Providing wireless telecom services <li style="text-align: center;">Or (b) Owning & operating of Telecom Towers <li style="text-align: center;">Or (c) Installation of Telecom Towers <li style="text-align: center;">Or (d) Installation of Telecom Antennas including associated infrastructure for Base Transceiver Station; and 	Yes/No	
iii.	The bidder must have Experience in the installation of wireless telecom antennas on a minimum number of 10 (Ten) power line transmission towers. For this purpose, the power line shall mean power transmission line of voltage of 132 KV or higher Voltage. Further, at least 5 out of such 10 telecom Antennas deployed on power line towers should be in successful operation for a minimum period of one year as on date of bid opening.	Yes/No	
	Or		

<p>1.2</p> <p>(a)</p> <p>(b)</p>	<p>Bidder must be authorized by the firm having the qualifying experience as mentioned in Cl. 1.3.1 (iii) alongwith providing service back up during the currency of the contract as per format 4.17</p> <p>Financial Position</p> <p>Minimum Average Annual Turnover* (MAAT) for best three years i.e. 36 months out of last five financial years of the bidder should be:</p> <p>Rs. 10 crore</p> <p>*Annual total income as incorporated in the profit and loss account excluding non recurring income, i.e. sale of fixed assets.</p> <p>Bidder shall have liquid assets (L.A) or/and evidence of access to or availability of credit facilities of not less than:</p> <p>Rs. 2 Crore</p>	<p>Yes/No</p> <p>Yes/No</p>	
OR			
<p>1.3</p> <p>(a)</p> <p>(b)</p> <p>(c)</p>	<p>Bidder is Joint Venture of Firm(s)</p> <p>(i) Includes firm namely.....</p> <p>Number of members in the Joint Venture</p> <p>i) Two members</p> <p>Name of the Lead Member</p> <p>Lead Member meeting qualification requirement of Cl. 1.1 (i) above</p> <p>& the Lead member meeting at least 40% of the financial criteria at 1.2 above</p> <p>Each of the other partner(s) meeting individually at least either 1.1 (ii) or 1.1 (iii) of the Technical Experience criteria given at Para 1.1 above;</p> <p>and</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>	

	not less than 25% of the Financial position criteria given at Para 1.2 above.	Yes/No	
(d)	Joint Ventures partners collectively meeting the criteria at 1.1 and 1.2 above	Yes/No	
	Requirements of Sl. No. 1.2 & 1.3 above met.	Yes/No	
1.4	Validity of Authorization Certificate	Yes/No	
(a)			
(b)	In case an authorization is provided by the firm having the qualifying experience as mentioned in Cl. 1.3.1(iii), the authorization should be in form of legally enforceable joint undertaking.	Yes/No	
(1.5)	Qualification Requirements Met	Yes/No	

For and on behalf of Bidder Company
M/s.....
(Signature of Authorised Representative)

Annexure 4.11 format of letter for submission of EMD

Date

To
Superintending Engineer (MIS)
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
Shed No. 8/3, Vidyut Bhawan, Jan Path
Jaipur, -302005, Rajasthan,
INDIA.
Tel.: (91) (141) 2744057 FAX: (91) (141) 2742925

Dear Sir,

I/We_____ (name of the firm/JV) do hereby enclose Pay Order/Demand Draft/Banker's Cheque of Rs. 5.00(five) lacs in favour of "Sr. Account Officer (EA & Cash), RVPNL., payable at JAIPUR" towards the EMD against the NIT no_____

For and on behalf of Bidder Company
M/s.....
(Signature of Authorised Representative)

Annexure 4.12 other relevant Installation & Maintenance Data and submittals

Installation & Maintenance Staff and Services

Attach the following data clearly labeled. Individual data should be numbered to correspond to the question they are addressing; e.g., data submitted in response to Question 1.0 should be labeled "Annexure 4.12, "Maintenance Data", Clause 1.0".

1. Installation Staff Experience – provide number of years of experience with Power Lines with special reference to any live-line installations
2. Maintenance Staff experience - provide number of years of experience with Power Lines with special reference to any live-line maintenance jobs
3. Provide plan of maintenance staffing including, but not limited to, the number of permanent on-site maintenance personnel and their responsibilities; the personnel available for emergency maintenance and their response times; and the personnel that will be utilized for minor and major scheduled maintenance. If contracted, specify name of contractor, location and experience with these type of transmission lines.
4. Describe briefly procedure that will be followed for yearly maintenance programs.
5. Provide a maintenance schedule.

Annexure 4.13 Exceptions to the RfS Document

The following are the only deviations in our Bid Proposal from RfS Documents (Selection Document & Infrastructure Sharing Agreement) issued by RVPNL, for Selection of TTIP. We confirm that, except the following, we agree to all the terms and conditions of the above RfS Documents & Infrastructure Sharing Agreement.

RfS Documents	Section/Clause No.	Deviations Proposed
Selection Document (Volume-I)		
Infrastructure Sharing Agreement (Volume-II)		

(Authorised Signatory)

Date

Place

(here enter the name & address of the Bidder with Company Seal)

- Note: 1) Even in case of no deviations, please submit this schedule duly filled in.
- 2) **Bidders are required to indicate deviations/exceptions to RFS documents in this Annexure-4.13, Section-4 only. Deviations/exceptions to RFS documents shall not be indicated in Envelope -2. Further, RVPNL would not take cognizance to any deviations/exceptions, other than those indicated in the above table.**
- 3) Bidders may use separate sheet for detailed response.

Annexure 4.14 Bidders Proposed Project Execution Schedule

- 1.0 The Bidder shall provide its detailed Project Schedule for various activities of the Project starting from furnishing of Development Security to RVPNL.
- 1.1 The Bidder's Project Execution Schedule shall bring out clearly the organization format, structure and time plan methodology for executing the Project, time period for financial close, award of major contracts, engineering, procurement, shipping, construction, testing & commissioning necessary to demonstrate a complete and accurate understanding of the Project, as well as his knowledge of procedures and prevailing conditions in India. A detailed bar chart of the Project outlining each activity (taking longer than one month), linkages as well durations shall be attached. The submission shall also include roles and responsibilities envisaged for the Bidder (including all Joint Venture Partners, if applicable).
- 1.2 TTIP shall indicate year wise roll out plan indicating the quantity of towers (in terms of percentage of total nos of tower available throughout Rajasthan) to be utilized for installation of antennas and other telecom equipment which shall not be less than the minimum percentage of the total tower available to TTIP, as indicated below:-

Yearly Rollout Plan

Year	Minimum percentage of total towers of RVPNL to be utilised by TTIP	percentage of towers proposed to be utilised by TTIP
1	1.0 %	
2	2.5 %	
3	3.5 %	
4	4.5 %	
5	5.5 %	
6	6.5 %	
7	7.5 %	
8	8.5 %	
9	9.5 %	
10	10.0 %	

Annexure 4.15 Proposed Committed Annual Rental Charge (CARC)

A. Proposed Committed Annual Rental Charge (CARC)

The proposed value of the CARC to be inserted in the table below.

Each Bidder shall complete the chart below for the the Project by providing the required data. Bidders shall not make any changes to the format of the chart. The Chart shall not contain any inflation/deflation adjustments.

Bidders are free to propose a different value of CARC for each contract year in the charts below. However, the variations (plus or minus) from year-to-year in CARC shall not exceed 20 %.

(All Prices in Indian Rupees Million)

Contract Year	CARC
(A)	(B)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

B. NPV of CARC

B-1 Assumptions for Evaluation

Discount Rate - For purposes of evaluation, the Net Present Value (NPV) of yearwise CARC shall be calculated by using discount rate @ 10 % per annum assuming CARC Payments to be made at the end of each year.

C. Ranking of the Bidders

The NPV of CARC for the Project shall be used for Ranking of Bidders.

The Bidders' will be ranked from the highest to the lowest for the Project and the highest NPV of CARC for 10 years will be deemed the best for the Project. The highest Bidders for the Project shall be called for discussions as per Clause 3.7.

Annexure 4.16 Proforma for Bank Guarantee for Development Security

(On Non-judicial Stamp Paper of Appropriate value,)

REF Bank Guarantee No.....

Date

To
Superintending Engineer (MIS)
Rajasthan Rajya Vidyut Prasaran Nigam Ltd.,
Shed No. 8/3, Vidyut Bhawan, Jan Path
Jaipur, -302005, Rajasthan,
INDIA.

Tel.: (91) (141) _____ FAX: (91) (141) _____

Dear Sir,

In consideration of Messrs² (hereinafter referred to as the "Bidder" which expression shall include their respective successors and assigns) having been selected as the successful bidder by RVPNL against its RfS Document bearing Specification no.-----and required to make a cash deposit, we the..... Bank having our Head Office at (hereinafter called as the "Bank", which expression shall include our successors and assigns) so as to bind ourselves, our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to RVPNL forthwith at Jaipur on first demand in writing by RVPNL without protest or further demand and without any proof or condition the sum of INR 2,00,00,000/- .(Rupees Two Crores only)

We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within three days) the amounts due and payable under this Guarantee without any demur merely on a written demand from RVPNL stating that the amount claimed has become due. Any such demand made on the Bank by RVPNL shall be conclusive as regards the occurrence of the relevant event under the Request for Selection (RfS) Documents and also as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding INR 2,00,00,000/-.(Rupees Two Crores only)

We, the Bank unconditionally undertake to pay to RVPNL any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any of them including in any suit or proceeding pending before any court or tribunal relating thereto or any Instructions or purported instructions by the Bidder or any of them to the Bank not to pay or for any cause to withhold or defer payment to RVPNL under this Guarantee, the Bank's liability under this Guarantee being absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the Bank's liability for payment hereunder and the Bidder(s) shall have no claim against the Bank for making such payment.

This Guarantee shall be irrevocable and shall remain valid upto.....(hereinafter called 'the End Date') If any further extension of this Guarantee is required, the same shall be extended to such required period. Unless a demand or claim under this Guarantee is made on the Bank by RVPNL in writing on or before the End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

We, the Bank further agree with RVPNL that RVPNL shall have the fullest liberty without the Bank's consent and without affecting in any manner the Banks obligations hereunder to vary any of the terms and conditions of the RfS Documents or to extend or postpone the time of performance by the Bidder or any of them from time to time or postpone for any time or from time to time any of the powers exercisable by RVPNL against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RfS Documents and the Bank shall not be relieved from its liability by reason of any such variation or extension being granted to the Bidder or any of them or any forbearance, act or omission on the part of RVPNL or any indulgence given by RVPNL to the Bidder or any of them or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

To give full effect to the obligations herein contained, RVPNL shall be entitled to act against the Bank as primary obligor in respect of all claims arising out of this Guarantee and it shall not be necessary for RVPNL to proceed against the Bidder or any of them before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the Bank as principal obligor.

This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or any of them or any change in the legal constitution of the Bank or RVPNL.

We, the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RVPNL in writing.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed ` 2,00,00,000/-.(Rupees Two Crores only)

This Bank Guarantee shall be initially valid upto(10 years) and subsequently renewed till the expiry of the Contract.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us written claim or demand on or before (date of expiry of Guarantee).

This Bank Guarantee is confirmed for payment of INR 2,00,00,000; and the Bank hereby authorise to make payment and debit the account of the Bank. Any claims under this guarantee may please be addressed to _____ .

In witness whereof the Bank, through its authorised officer, has set it's hand and stamp on this day of at

Witness

Signature

Name

Designation with Bank Stamp

Attorney as per Power of Attorney No. _____

Date

Notes :

1. The Stamp Paper should be in the name of Executing Bank.
2. Name of Bidder alongwith complete address
3. Name and complete mailing address of the Bank to be given.
4. Name and complete mailing address of the Head Office of the Bank to be given.
5. The amount shall be as specified in the RfS Documents Clause 3.7.2, Volume -I for the Project.
6. The Bank Guarantee shall be kept valid by the bidder till the expiry of the Contract (Infrastructure Sharing Agreement between RVPNL and the bidder)

ATTACHMENT -1

DETAILED EVALUATION OF TECHNO-COMMERCIAL PROPOSAL

	Yes	No	Remarks
1. Is the Bidder qualified?	_____	_____	_____
2. EMD			
2.1 submitted	_____	_____	_____
3. Project Proposal			
3.1 Is the scope complete?	_____	_____	_____
3.2 Has Bidder provided an O&M Plan for Tower Sites?	_____	_____	_____
3.3 Has Bidder submitted a complete and acceptable project schedule?	_____	_____	_____
3.4 Has Bidder taken any exceptions to Sections 1, 2 or 3 (Volume-I) which constitute a material modification?	_____	_____	_____
3.5. Has Bidder taken any exceptions to ISA (Volume-II) which constitute a material modification?	_____	_____	_____

Annexure 4.17 Proforma for Authorization Certificate

(to be issued on the Firm's letter Head)

To,

Superintending Engineer (MIS)

RVPN, Jaipur

Dear Sir,

1. I/We hereby confirm to provide complete technical knowhow, supervision of installations, back-up service support and providing of special tools & tackles etc. as required for successful deployment and maintenance of telecom Antennas and related accessories installed on Power Transmission Line Towers, Sub-station structures, Microwave towers or any other feasible structures owned by RVPNL to M/s_____ as quoted by them to RRVPNL against their NIT no._____. We also confirm to be fully responsible for providing technical knowhow and back-up services and support in India for the installed system for at-least 10 years after the signing of Infrastructure Sharing Agreement(ISA) between RVPNL and M/s_____
2. I/We do hereby confirm to provide necessary services to M/s_____ in terms of technical support, spares etc. for successful and trouble free operation of the said system and meeting of any obligations arising out of RFS/ ISA

I (Mr._____(name of Authority) am fully authorized to issue this certificate on behalf of M/s _____

Name of issuing Authority_____

Signature of issuing Authority_____

Address of issuing authority_____

Phone/Fax no. of issuing authority_____

Email of issuing authority_____

Seal of the Firm_____

400 kv Lines

1.	Suratgarh-Ratangarh (Circuit-I)	S/C	143.740	14.12.1997
2.	Suratgarh-Ratangarh (Circuit-II)	S/C	143.240	30.11.1997
3.	Heerapura-Roopangarh-Merta-Nagaur	S/C	170.538	13.07.2004
4.	Heerapura-Roopangarh-Merta-Nagaur	D/C	15.064	13.07.2004
5.	Merta-Jodhpur	S/C	97.225	15.09.2004
6.	Merta-Jodhpur	D/C	19.260	15.09.2004
7.	D/C Section at Heerapura (Charged at 132kV)	D/C	31.116	13.07.2004
8.	DHOLPUR (GTPS)-HEERAPURA	S/C	295.201	03.02.2008
9.	Ratangarh-Merta	S/C	181.243	09.05.2008
10.	Chhabra-Dahra (I Circuit)	D/C	130.500	31.01.2009
11.	Chhabra-Dahra (II Circuit)	D/C	130.500	13.02.2009
12.	400 KV S/C STPS-Bikaner	S/C	161.596	23.09.2009
13.	400 KV LILO portion for 400KV GSS Hindaun from Dholpur side charged on 220KV	D/C	4.430	03.11.2009
14.	400 KV LILO portion for 400KV GSS Hindaun from Heerapura side charged for 400KV	D/C	4.080	25.11.2009
15.	400KV D/C Rajwest-Jodhpur (one ckt. charged on 220KV & other ckt. on 220KV)	D/C	417.450	29.03.2010 & 31.03.2010
Total			1945.182	

220 kV lines

No.	NAME OF THE SECTION	Type of Section	Cost in Lakhs	Year of Completion
1	Hissar-Khetri	S/C	115.000	March,69
2	Khetri-Jaipur	S/C	144.000	July,69
3	RAPP-Debari	S/C	192.000	May,70
4	RAPP-Kota-Jaipur	D/C	468.000	Feb.71
5	Badarpur-Jaipur(Rajasthan Section)	S/C	161.810	22-11-75
6	Kota-Ujjain	D/C	112.000	20.8.77/2.1.88
7	RAPP-Kota(III CIRCUIT)	S/C	42.000	1/9/1977
8	Dadri-Khetri	S/C	70.910	23/12/77
9	Khetri-Jaipur	S/C	138.830	8/9/1979
10	Kota-Bhilwara	D/C	260.000	16/11/80
11	Khetri-Ratangarh	S/C	123.000	26/11/80
12	Bhilwara-Beawar	S/C	93.000	30/9/81
13	Inter Connection between 220 kV GSS Kota & KTPS	D/C	1.500	16/10/81
14	Agra-Bharatpur	S/C	48.000	30/12/82
15	Bhilwara-Sirohi	S/C	199.690	23/3/83
16	Heerapura-Chomu-Reengus	D/C	136.400	30/12/83
17	Jodhpur-Bhilwara	S/C	195.450	7/3/1984
18	KTPS-Sakatpura	S/C	1.500	2/9/1983

19	Dadri-Khetri	S/C	77.180	2/3/1985
20	Bhilwara-Debari	S/C	141.360	26/3/85
21	Kota-Jaipur(IIIcircuit)	D/C	12.720	28/2/86
22	Kota-Jaipur(IIIcircuit)	S/C	183.920	28/2/86
23	Beawar-Ajmer	S/C	59.310	30/4/86
24	Reengus-Sikar-Ratangarh	S/C	138.640	16/2/87
25	Heerapura-Phulera-Ajmer	S/C	123.600	31/3/88
26	Kota-Anta	S/C	7.270	31/12/88
27	Kota-Anta	D/C	117.500	3/1/1990
28	Ratangarh-Suratgarh	S/C	167.900	31/3/90
29	Interconnection between KTPS & 220 kV GSS(III Cir.)	S/C	0.670	23/11/90
30	Kota-Beawar	D/C	380.000	15/3/91
31	Khetri-Reengus	S/C	100.000	1/9/1990
32	Dausa- Alwar	S/C	95.130	31/3/92
33	Beawar-Jodhpur	S/C	139.310	6/11/1991
34	Debari-Banswara	S/C	150.000	18/1/92
35	LILO-Chittorgarh	D/C	2.000	1991-92
36	Barsinghsar-Bikaner	S/C	31.600	20/6/92
37	Dausa TO Bharatpur	S/C	133.306	5/12/92,23/10/92

38	LILO Anta -Jaipur Dausa Circuit I for SawaiMadhopur	D/C	15.688	26/1/93
39	Suratgarh GSS To TPS Suratgarh	S/C	25.130	31/3/93
40	LILO DC Dausa-Anta Line NO.2	D/C	29.650	17.5.93
41	LILO of Kota-Ujjain for (Chandrapura-Morak)	D/C	22.290	16.10.93
42	Morak -Jhalawar	S/C	28.520	18.10.93
43	Alwar- Bhiwadi	D/C	164.480	29.1.94 & 9.2.94
44	Dausa-Hindaun	S/C	85.890	31.3.94
45	LILO Beawar-Jodhpur for Bilara	D/C	6.720	30.7.94
46	Suratgarh Grid Choki-Suratgarh Thermal	S/C	25.000	4.5.94
47	Beawar -Merta	S/C	73.410	16.12.95
48	Jodhpur-Balotra	S/C	110.380	15.6.95
49	IV & Vth I/C between Sakatpura-KTPS	D/C	1.300	29.9.95
50	LILO-Bhilwara-Sirohi I for Bali	D/C	2.880	22.3.96
51	Suratgarh -Hanumangarh	S/C	64.480	31.3.96
52	Merta-Nagaur	S/C	67.660	31.3.97
53	Bikaner-Ratangarh	D/C	255.610	9.11.96
54	LILO-Bhilwara-Sirohi II for Kankroli	D/C	4.840	31.3.97
55	Bhilwara-Kankroli- Sirohi	S/C	81.840	23.11.96
56	Sirohi-Bhinmal	S/C	60.939	31.3.97

57	LILO-Jaipur-Kukas for Alwar	D/C	36.780	31.3.98
58	LILO-JAIPUR- Kota line	D/C	6.060	31.3.98
59	Jodhpur-Tinwari	S/C	43.810	16.10.97
60	Sirohi-Balotra	S/C	131.540	31.3.98
61	Kankroli-Sirohi	S/C	144.530	31.1.98
62	Chittorgarh -Nimbhahera	S/C	42.160	31.3.98
63	Bikaner -Nagaur	S/C	106.270	31.3.98
64	Bikaner -Nagaur	D/C	1.480	97-98
65	Bali-Pindawara	S/C	50.510	11.3.99
66	Alwar- Kotputali	S/C	82.400	10.2.2000
67	LILo 220 KV Kota-Anta Lines For Dahara GSS	D/C	16.020	31.5.99
68	LILo Khetri-Ratangarh for Jhunjhunu	S/C	1.145	19.05.2000
69	LILo Heerapura-Bassi (I)	D/C	2.480	24.09.2000
70	LILo Heerapura-Bassi (II)	D/C	3.338	24.09.2000
71	Sikar - Kuchaman Sec. I	S/C	32.779	30.03.2001
72	Sikar - Kuchaman Sec. II	S/C	29.735	30.03.2001
73	Suratgarh - Udhyog vihar (Sri Ganganager)	S/C	60.425	31.03.2001
74	Ratangarh-Suratgarh	S/C	157.858	15.10.2001
75	Reengus-Sikar Section	D/C	108.336	30.11.2001

76	LILO Ratangarh-Suratgarh lines for STPS	D/C	11.976	20.12.2001
77	Ratangarh-Laxmangarh	D/C	117.878	28.02.2002
78	Sikar-Laxmangarh	D/C	44.372	28.02.2002
79	Bharatpur-Dholpur (Single circuit string)	D/C	74.933	11.09.2002
80	LILO Anta-Dausa Lines for Sawaimadhopur	D/C	13.334	19.10.2002
81	LILO for Alwar-Bhiwadi to 400 kV GSS Bhiwadi	D/C	8.088	15.01.2003
82	Merta-Bhopalgarh	S/C	53.109	03.03.2003
83	Merta-Bhopalgarh	D/C	3.710	03.03.2004
84	LILO Bhilwara-Jodhpur Lines for Pali	D/C	18.774	31.03.2003
85	LILO Ramgarh-Falodi for AMARSAGAR(CHARGED ON 132KV)	D/C	16.070	03.07.2004
86	BASSI-KUKAS	D/C	68.096	31.03.2005
87	LILO JODHPUR-BEAWAR for Bilara	D/C	49.376	19.08.2004
88	LILO Sirohi-Balotra For Jalore	D/C	0.600	28.12.2004
89	RAMGARH-PHALODI(CHARGED ON 132KV)	D/C	214.618	28.06.2004
90	RATANGARH-SUJANGARH	S/C	48.076	23.02.2005
91	BALOTRA-BARMER	S/C	92.285	27.03.2006
92	BALOTRA-BARMER	D/C	15.490	27.03.2006
93	GIRAL-BARMER	S/C	32.235	31.03.2006
94	LILO JODHPUR-TINWARI For 400kV Jodhpur	D/C	43.550	01.06.2005

95	JODHPUR-TINWARI	S/C	29.147	21.02.2006
96	PHALODI-TINWARI	S/C	90.749	28.04.2005
97	PHULERA-MAKARANA	S/C	56.425	08.12.2005
98	PHULERA-MAKARANA	D/C	0.716	08.12.2005
99	RATANGARH-JHUNJHUNU	D/C	151.624	21.05.2005
100	JHUNJHUNU-KHETRI	D/C	97.462	21.05.2005
101	RATANGARH-SUJANGARH	D/C	6.931	JUNE,2005
102	STPS-BIKANER	S/C	161.053	30.06.2005
103	DEBARI-CHITTORGARH	S/C	0.890	16.04.2005
104	BHARATPUR-DHOLPUR	D/C	74.859	24.01.2007
105	LILO-I CKT BHARATPUR-DHOLPUR AT DHOLPUR(GTPS)	D/C	1.264	24.01.2007
106	BARMER-DHORIMANNA	S/C	71.686	27.03.2007
107	MADA-BARMER	D/C	257.600	22.04.2007
108	KHINWSAR-BHOPALGARH	S/C	35.993	30.04.2007
109	LILO OF 220 kV DAUSA-BHARATPUR LINE FOR MANDAWAR	D/C	15.684	29.06.2007
110	LILO OF 220 kV RATANGARH- BIKANER LINE FOR 220 kV GSS SRIDUNGARGARH	D/C	4.616	25.07.2007
111	BARSINGHSAR-NAGOUR	S/C	104.084	30.07.2007
112	REALIGNMENT WORK OF 220 kV D/C LILO TO SANGANER	D/C	1.67	12.12.2007
113	LILO BHILWARA-KANKROLI FOR KANKROLI	D/C	9.48	17.01.2008

114	LILO FOR DHUNI	D/C	3.81	20.01.2008
115	LILO of 220kV Heerapura-Kukas line at 220kV GSS VKIA	D/C	1.974	09.08.2008
116	Bhiwadi-Neemarana	S/C	51.828	21.09.2008
117	LILO of 220kV Alwar-Bhiwadi line at 220kV GSS Khushkhera	D/C	4.716	21.09.2008
118	LILO of 220kV Bhiwadi-Neemrana line at 220kV GSS Khushkhera	D/C	7.616	21.09.2008
119	Opening of one circuit of Heerapura-Bassi line and connecting to 220kV GSS Sanganer & Phulera	S/C	59.398	13.06.2008
120	LILO of 220kV Chhabra-Baran-Dahra line at 220kV GSS Kawai	D/C	2.080	21.06.2008
121	LILO of 220kV Ajmer-Phulera line at 220kV GSS Kishangarh	D/C	0.234	07.06.2008
122	Barsinghsar-Khinvsar	S/C	102.311	27.10.2008
123	LILO of 220kV Giral-Barmer CKT.I for Rajwest	D/C	5.448	09.07.2008
124	Dhorimanna-Bhinmal	S/C	92.483	05.01.2009
125	Rajwest-Barmer	D/C	27.448	CKT.I(16.03.2009) CKT.II(20.03.2009)
126	220kV STPS Suratgarh-Bhadra	S/C	114.163	31.03.2009
127	LILO OF 220 KV Heerapura Reengus line for 220KV GSS Renwal	D/C	49.99	28.05.2009
128	220 kV S/C Kawai-Baran	S/C	49.67	19.05.2009
129	220 kV S/C Chhabra-Kawai	S/C	41.75	30.06.2009
130	220 KV S/C Baran-Dahra	S/C	46.178	30.06.2009

131	220KV D/C Hindaun(400KV GSS)-Hindaun(220KV GSS)	D/C	16.002	09.09.2009
132	220KV LILO of Duni-Heerapura for 220KV GSS Sez	D/C	15.126	25.11.2009
133	220KV S/C Kankaroli(PGCIL)-Debari Line	S/C	63.000	06.07.2009
134	II nd ckt. Stag. of Debari - Banswara line up to Salumber (Charged on 132KV)	S/C	87.151	18.08.2009
135	LILO of 220KV Bhilwara-Bali line for 400KV GSS Bhilwara	D/C	5.592	19.08.2009
136	LILO of 220KV Bhilwara-Pali line for 400KV GSS Bhilwara	D/C	9.650	19.08.2009
137	220KV LILO of debari-Banswara line for 132KV GSS Salumber	D/C	16.508	16.02.2010
138	220 kV S/C Kankaroli(PG)-Kankaroli(RVPN)	S/C	8.280	08.03.2010
139	LILO of 220kv Sikar-Kuchamn line for 220KV GSS Dhod	D/C	5.996	24.03.2010
140	LILO of 220kv KTPS-Beawar line for 220KV GSS Gulabpura	D/C	12.980	18.03.2010
141	220 kV S/C Merta(400KV)-Makrana-Kuchaman line	S/C	108.139	31.03.2010
142	220KV link line at STPS-end for 400KV STPS- Bikaner line	S/C	3.485	23.09.2010
143	220 kV S/C GIRAL-Barmer-(Ckt.-II)	S/C	34.848	01.10.2009
144	220 kV S/C Balotra-Baytoo	S/C	47.504	14.10.2009
145	220 kV S/C GIRAL-Baytoo	S/C	55.723	26.11.2009
146	LILO of 220KV Bikaner-Nagaur line for 400KV GSS Bikaner	D/C	37.244	12.02.2010
147	220 kV D/C portion in aproach span at 400KV	D/C	11.75	31.03.2010

GSS Akal

148	LILO of 220KV Amarsagar- Barmer line for 400KV GSS Akal (only one ckt. charged)	D/C	19.512	31.03.2010
	TOTAL 220 KV LINES		10066.965	

132 kv Lines

No.	LINE DESCRIPTION	NO. OF CIRCUITS	ESTIMATED COST IN LAKHS OF RUPEES	PERIOD
1	Hissar-Rajgarh	S/C	72.000	1959-60
2	Rajgarh-Ratangarh	S/C	98.800	1960-61
3	GandhiSagar-Kota	D/C	149.860	1960-61
4	Sakatpura-Ind.Area Kota	D/C	22.680	July,1962
5	Kota-Lakheri	D/C	140.460	July,1962
6	Lakheri-SwaiMadhopur	D/C	83.680	July,1962
7	SwaiMadhopur-Jaipur via Niwai	S/C	128.740	July,1962
8	Jaipur-Phulera	S/C	56.320	April,1963
9	Phulera-Ajmer	S/C	71.310	April,1963
10	Neemuch-Debari	S/C	117.870	June,1963
11	Ratangarh-Jaipur	S/C	206.500	March,1965
12	Jodhpur-Pali	S/C	60.150	August,1967
13	Jaipur-Alwar	S/C	127.600	February,1968
14	Inter Connection RPS	D/C	38.400	February,1968
15	T-off from Gandhi Sagar-Kota line to RAPP	S/C	3.700	1968-69
16	R.P.S.-Bhilwara	D/C	230.400	March,1969
17	Alwar-Bharatpur	S/C	112.000	March,1969
18	Bhilwara-Pali	S/C	137.600	April,1969

19	Ajmer-Beawar	S/C	50.000	August,1969
20	Bhilwara-Beawar	S/C	96.000	September,1970
21	Sirsa-Hanumangarh	S/C	82.000	December,1970
22	Debari-Zawar mines	S/C	36.000	September,1972
23	Hanumangarh-Rajiasar	S/C	95.000	9/6/1973
24	Kota-Jawahar Sagar	D/C	46.000	17/8/73
25	Ratangarh-Bikaner	S/C	126.000	11.4.73
26	Mathura-Bharatpur	S/C	3.500	18.7.73
27	Debari-Sirohi	S/C	117.000	8.10.74
28	Kota-Sangod	S/C	61.000	21.1.76
29	R.P.S.-Ind.Area Kota	S/C	42.000	12.8.75
30	Alwar-Hindaun	S/C	103.010	20.1.76
31	Beawar-Bilara	S/C	64.500	16.1.76
32	Sirohi-Bhinmal	S/C	61.500	25.3.76
33	Alwar GSS-MIA Alwar	D/C	20.200	May,1976
34	Debari-Kankroli	S/C	53.000	June,1976
35	Churu-Jhunjhunu	S/C	50.000	24.9.76
36	Sirohi-Jalore	S/C	61.000	21.11.76
37	Beawar-Gulabpura	S/C	40.000	22.12.76

38	Zawarmines-Sagwara	S/C	84.650	2.1.77
39	Zawarmines-Sagwara	S/C	6.550	31.7.97
40	Bikaner-Bazzu	S/C	92.000	March,1977
41	Phulera-Makrana	S/C	64.000	March,1977
42	Debari GSS-Zinc Smelter	S/C	1.360	1976-77
43	Jodhpur-Bilara	S/C	73.610	14.10.77
44	Jodhpur-Dechu	S/C	106.500	23/26.1.78
45	Dechu-Pokran	S/C	48.920	26.1.78
46	Kunda ki Dhani-Dausa	S/C	53.250	22.2.78
47	Sagwara-Banswara	S/C	44.300	23.3.78
48	Alwar-KishangarhBas	S/C	35.000	31.3.78
49	Jalore-Balotra	S/C	74.250	October,1978
50	Ratangarh-Deedwana Via Sujangarh GSS	S/C	80.970	30.3.79
51	Alwar-Kotputli	S/C	62.000	31.3.79
52	Nimbahera-Chittorgarh	S/C	37.000	31.3.79
53	V.K.I.A.-M/S PratapSteel	S/C	1.060	1978-79
54	I.A.Kota-J.K.	S/C	0.570	1978-79
55	I.A.Kota-S.F.C.	S/C	0.840	1978-79
56	Beawar-Merta	S/C	70.690	4.11.79

57	Kota-Bundi	S//C	33.670	31.3.80
58	Chittor-Birla Cement Works	S/C	1.500	7.6.80
59	Kota-Modak	S/C	57.700	3.10.80
60	Heerapura-Renwal	S/C	45.000	24.1.81
61	Debari GSS-Udaipur Cement Works	S/C	8.160	14.1.81
62	Suratgarh-Padampur	S/C	48.980	3.2.81
63	Hindaun-Dholpur	S/C	88.400	2.7.81
64	Nimbahera GSS -J.K.Cement Works	S/C	4.000	30.7.81
65	Bhilwara-Chittorgarh	S/C	48.600	30.7.83
66	Ratangarh-Rajiasar	S/C	143.000	30.7.83
67	T-off Rajgarh	S/C	3.000	1.10.81
68	T-off Purana Ghat	D/C	6.800	2.10.81
69	Modak-Jhalawar	S/C	25.120	15.10.81
70	Sangod-Baran	S/C	27.480	28.11.81
71	Palana-Mavli	D/C	19.380	16.11.81
72	Mavli-Dariba	S/C	23.800	23.1.82
73	Nimbahera-Pratapgarh	S/C	68.300	19.12.81
74	Dariba GSS-Hindustan-Zink Ltd.	S/C	3.000	15.1.82
75	Jhunjhunu-Chirawa	S/C	27.400	15.1.82

76	T-off Sanganer	S/C	0.000	28.1.82/Dismantled
77	Sirohi-Pindwara	S/C	24.300	15.2.82
78	Kishangarh Bas-Bhiwadi	S/C	45.600	8.2.82
79	Bilara-Sojat	S/C	35.000	21.2.82
80	Pindwara-Basantgarh	S/C	13.000	1.2.82
81	Heerapura-Sanganer-Purana Ghat	S/C	33.220	5.10.82
82	Kotputli-Shahpura	S/C	38.890	26.2.83
83	Alwar S/S 132 KV-M/S Modi Alkalies	S/C	5.720	9.2.83
84	Alwar S/S 132 KV-M/S Modi Alkalies	D/C	7.660	9.2.83
85	Sawai Madhopur-Tonk	S/C	58.000	26.3.83
86	Bharatpur 220 KV &132 Interconnection	D/C	13.000	30.10.82
87	I.A.Kota-M/S Shri Ram Vinayal & Chemical,KOTA	S/C	0.930	19.3.83
88	Sujangarh-Nagaur	S/C	101.000	25.1.83
89	Sirohi-Sumerpur	S/C	47.210	25.1.83
90	Balotra-Barmer	S/C	84.690	31.3.83
91	Padampur-Sriganganagar	S/C	43.000	15.5.83
92	T-off Nagar	D/C	5.600	30.10.83
93	Kotputli-Behrur	S/C	29.750	14.1.84
94	Sikar-Nawalgarh	S/C	30.660	30.4.83

95	Kotputli-Neem ka Thana	S/C	44.950	29.10.83
96	Bharatpur-Nadbai	D/C	65.000	28.10.83
97	Nadbai-Weir	S/C	27.600	28.10.83
98	Weir-Hindaun	S/C	36.500	28.10.83
99	Bundi-Kekri	S/C	84.300	30.10.83
100	Gotan-Bhopalgarh	S/C	24.500	28.3/84
101	Merta-Gotan	S/C	32.770	28.3.84
102	Hindaun-Gangapurcity	S/C	45.960	23.12.83
103	Nadbai-Alwar	S/C	64.450	22.6.80
104	Makrana-Kuchaman	S/C	17.330	28.8.84
105	Bilara-Borunda	S/C	31.160	19.11.84
106	Hirapura-Bagru	S/C	20.150	31.12.84
107	Dausa-Bandikui	S/C	36.218	21.1.85,31.7.92
108	Bandikui-Mandawar	S/C	29.500	26.1.85
109	Pindwara-Abu Road	S/C	47.600	31.1.85
110	RAPP Link Line	S/C	3.220	23.1.85
111	Beawar-Shree Cemant	S/C	5.800	16.2.85
112	Gotan-JK white cement	S/C	2.120	March,85
113	Mahi Power House I-'132KV GSS Lodha,Banswara	D/C	27.200	Dec.84

114	Modak-Bhawanimandi	S/C	36.180	31.3.86
115	Renwal-Danta	S/C	27.340	10.10.85
116	Sumerpur-Falna	S/C	16.670	11.1.86
117	HindaunGSS-Rly.Traction	D/C	3.000	31.3.86
118	GangapurGSS-Rly.Traction	D/C	4.420	31.3.86
119	Bharatpur-Rly.Traction	D/C	2.800	19.3.86
120	Madri T-Off	D/C	4.400	3.3.86
121	Bhilwara-Gangapur	S/C	40.330	17.10.86
122	LILO Bhinder	D/C	20.400	4.3.87
123	Banswara-Pratapgarh	S/C	67.560	10.2.87
124	P.H.2 - Banswara	S/C	28.180	1986-87
125	Chittorgarh-Chittorgarh Cement Works	S/C	1.790	1986-87
126	Sikar-Dhod	S/C	22.160	29.3.87
127	Gotan-Kharia Khangar(Indian Rayon & Ind.)	S/C	5.930	29.3.87
128	Chirawa-Pilani	S/C	16.600	30.3.88
129	SawaiMaddhopur-SawaiMadhopur Rly.Feeder	D/C	3.180	23.9.87
130	Kishangarh-Malpura	S/C	63.610	31.12.87
131	Kota-Gurla Rly.Station	D/C	24.580	21.8.87
132	Lakheri-Lakheri Rly. Station	D/C	1.960	24.9.87

133	Modak-RamganjMandi	D/C	16.500	21.11.87
134	Jhalawar-Prithvipura(J.K.Feeder)	D/C	17.640	11.3.89
135	Mahi P.H.2 - Banswara	D/C	58.690	20.12.88
136	Ajmer-Bherunda	S/C	37.940	8.11.88
137	V.K.I.A.Jaipur loopline	D/C	8.140	88-89
138	Purana Ghat-JawaharNagar	D/C	7.500	7.11.88
139	Puranaghat-Dausaline TO Bassi Loopline	D/C	2.330	24.9.88
140	Khetri-Chirawa	D/C	54.040	30.9.88
141	Khetri-Neem Ka Thana	S/C	52.460	26.8.89
142	Sagawara-Dungarpur	S/C	46.900	30.9.88
143	SVCI First-Kota Feeder	D/C	1.600	5.9.89
144	Debari-Mavli	S/C	24.150	30.3.90
145	Bhinmal-Raniwara	S/C	26.370	2.5.89
146	Gotan-Nihon Nirman	S/C	1.070	19.11.89
147	Dechu-PS-5	S/C	51.000	2.5.89
148	PS5-PS4	S/C	21.580	2.5.89
149	P.S.-4-P.S.-3(Upto Bhimji Ka Gaon)	S/C	11.770	2.5.89
150	Chittor-Chandaria	S/C	8.420	8/1/1991
151	LILO Sikar-Ratangarh For132K.V. Laxmangarh (SIKAR)	D/C	2.300	11/12/1990

152	Khetri-Gudagorji	S/C	40.900	11/4/1990
153	Rajgarh-Bhadra	S/C	59.190	15/6/90
154	Madri-RSMM	S/C	12.800	19/3/91
155	Gulabpura-Agucha	S/C	11.210	11/1/1991
156	Jodhpur-Baori-Bhopalgarh	S/C	81.000	2/5/1991
157	Sirohi-Reodar	S/C	42.000	25/7/91
158	Sangod-Kawai	S/C	49.480	30/3/92
159	Bhinmal-Sanchore	S/C	59.000	31/10/91
160	LILO Jodhpur-Bhopalgarh For Baori	D/C	5.800	5/12/1991
161	Weir-Bayana	D/C	36.620	29/3/92
162	Suratgarh-Anoopgarh	S/C	72.220	30/3/92
163	LILO-Mangaliyas TO Nasirabad	D/C	50.000	7/9/1991
164	Nasirabad-Kekri	S/C	48.000	17/6/91
165	Interconnection 132 GSS Jodhpur-220 K.V.GSS Jodhpur	D/C	9.060	91-92
166	Chirawa TO Sultana	S/C	14.830	19/11/92
167	Pokaran -Jaisalmer	S/C	105.315	27/8/92
168	LILO Heerapura-Chambal at NPH Jaipur	D/C	13.040	94-95'97-98
169	Khetri -Bhuwana	S/C	15.150	29/9/92
170	Merta -Kuchera	S/C	35.494	31/12/92

171	LILO Nagaur-Merta For Kuchera	D/C	5.322	30/3/93s
172	Dausa-Lalsot	S/C	34.904	25.12.92
173	LILO Debari Sirohi At Sukher	D/C	9.176	8.1.93
174	LILO Suratgarh-Hanumangarh For Pilibanga	D/C	2.200	25.1.93
175	LILO Heerapura -Renwal At Hingonia	D/C	9.732	23.1.93
176	LILO Bhilwara Pali At Kharchi	D/C	3.764	23.1.93
177	Sangod-Jhalawar	S/C	43.980	31.3.93
178	Jaisalmer - Ramgarh	D/C	3.492	31.3.93
179	Jaisalmer - Ramgarh	S/C	62.626	31.3.93
180	Pali- Falna	S/C	72.571	31.3.93
181	Nalla Power House GSS -Chambal GSS	S/C	0.000	29.8.92 Realignment
182	PS 5 - PS 6	S/C	17.702	13/6/92
183	PS 7 - Tinwari	S/C	13.469	1992-93
184	PS 8 - Jodhpur	S/C	23.178	1992-93
185	Sumerpur-Umaidpur	S/C	23.537	28.2.93
186	LILO Beawar Bilara For S/S at Jaitaran	D/C	11.300	10/11/1993
187	Nagaur -Kuchera	S/C	35.320	15/2/94
188	Anoopgarh-Gharsana	S/C	23.730	31.3.94
189	LILO Heerapura-Bagru For S/S At Bhankrota	D/C	3.740	31.3.94

190	Sikar-Udaipurwati	S/C	36.060	19.3.94
191	Bharatpur-Deeg-Kama	S/C	53.080	30.3.94
192	Bilara-Peepalia Kalan	S/C	26.410	31.3.94
193	Jhalawar -Eklera	S/C	51.040	31.3.94
194	Reengus -SriMadhopur Bhim ji ka Gaon	S/C	7.912	31.12.93
195	PS 2 - PS 3	S/C	12.900	12.6.93
196	PS 1 - PS 2	S/C	9.740	12.6.93
197	PS 9 - PS 1	S/C	9.930	12.6.93
198	Behror-Shahjhanpur	S/C	19.786	1.6.94
199	Behror-Shahjhanpur	D/C	3.280	1.6.94
200	LILO Ajmer-Nasirabad For Saradhna	D/C	1.960	29.3.95
201	LILO Jodhpur-Tinwari For Banar	S/C	3.500	31.3.95
202	LILO-Pindwara-Sirohi-Debari Line For Laxmi Cement Works	D/C	11.060	29.10.94
203	Jaisalmer-Ramgarh II	S/C	64.510	13.3.95
204	Sangod-Anta	S/C	25.060	28.3.95
205	LILO GS-RPS for Baroli	S/C	1.010	30.3.95
206	Bazzu -PS I	S/C	57.940	30.3.95
207	Bazzu -PS I	S/C	0.395	95-96
208	LILO Hanumangarh-Sirsa For Amarapuratheri	S/C	4.830	31.3.95

209	LILO Alwar-Kotputli For Bansur Sub Station	D/C	0.600	30.3.95
210	Chittorgarh-Grasim Cement	S/C	20.250	94-95
211	Hindaun-Karauli	S/C	31.500	17.6.93
212	LILO-220 kv GSS 'Merta to 132 kv Kuchera Nagaur line	D/C	1.440	16.12.95
213	LILO Jodhpur-Tinwari for Banar	D/C	4.800	31.3.96
214	LILO Jodhpur-Tinwari for CHB -Jodhpur	D/C	0.380	30.3.96
215	PS 8 - PS 1	S/C	7.260	30.4.95
216	Jaisalmer -Barmer	D/C	8.780	31.3.96
217	Jaisalmer -Barmer	S/C	150.250	31.3.96
218	DLF Cement works(Jaitaran -Village RAS)	S/C	19.610	10.6.95
219	Sakatpura -Gopal mill	S/C	14.540	30.3.96/31.3.97
220	Reengus to Danta Ramgarh	S/C	40.060	25.11.95
221	LILO- Heerapura-Chambal For 132 KV GSS Mansarowar	D/C	0.000	31.3.96-Realignment
222	Weir-Bayana	S/C	18.000	29.3.96
223	Hindaun-SriMahaveerji	S/C	13.290	10.11.95
224	Hindaun-SriMahaveerji	D/C	1.540	10.11.95
225	LILO Bhilwara-Chittorgarh For Hamirgarh	D/C	14.000	10.11.95
226	LILO -Banswara-Debari For Salumber	D/C	20.000	5.1.96
227	Bali-Falna	D/C	20.100	31.3.96

228	LILO -Ratangarh-Suratgarh For Sardarsahar	D/C	0.960	2/1/1996
229	LILO Ratangarh-Bikaner for Dungargarh	D/C	0.320	30.3.96
230	Sriganganagar-Lalgarh	S/C	13.480	9/1995
231	LILO Sirsa-Hanumangarh for Amrapura Theri	D/C	4.840	30.6.95 2nd Ckt.Com.
232	LILO-VKIA-Chomu For 132 KV GSS (Rampura dabri)	D/C	0.950	31.3.97
233	Nagaur-Khinvsar	S/C	40.410	16.12.96
234	Jodhpur -Tinwari	S/C	60.050	9.11.96
235	220 KV GSS Jodhpur-M/S Murless steel	S/C	4.730	20.11.96
236	Pindwara-Binani cement	S/C	7.230	9.2.97
237	LILO -Bikaner-Gajner For PUGAL ROAD-Bikaner	D/C	12.830	18.1.97s
238	Bikaner-Gajner	D/C	5.280	24.8.97
239	Bikaner-Gajner	S/C	46.220	24.8.97
240	Bikaner-Gajner	S/C	-6.856	2000-2001
241	Suratgarh-Nokhasar	S/C	68.810	31.3.97
242	Sri Ganganagar RICCO VIHAR	S/C	4.300	30.3.97
243	LILO-Chittorgarh-Nimbahera For Sawa (Chittorgarg J.K.)	D/C	7.000	31.3.97
244	LILO- Phulera- Makarana For Nawa	D/C	4.300	31.3.97
245	Bhinmal -Dhorimanna	S/C	94.275	31.3.97
246	Bhinmal- Sayla	S/C	45.590	31.3.97

247	LILO-132 KV Heerapura Phulera line for 132KV GSS Sirsi	D/C	5.200	17.5.96
248	Bhiwadi-Kushkhera	S/C	10.800	30.3.98
249	Tinwari-Denchu	S/C	62.520	31.3.98
250	Lakheri-A.C.C.	S/C	1.080	28.2.98
251	Gopal Mill IA,Kota	S/C	14.380	30.6.97
252	Bhawani Mandi-Dug	S/C	58.490	26.3.98
253	Bali-Rani	S/C	23.380	31.3.98
254	Kankroli-Amet	S/C	30.980	31.3.98
255	LILO-Bhilwara-Asind For Rayla	D/C	29.220	31.3.98
256	Nimbahera-Sawa	S/C	19.020	31.1.98
257	Dungarpur-Rishabhdev	S/C	28.250	31.3.98
258	Hanumangarh-Sangariya	S/C	16.470	31.3.98
259	Hanumangarh-Sangariya	D/C	10.340	31.3.98
260	Suratgarh-Jokhasar	D/C	44.060	14.12.97
261	Bikaner-Nokha	S/C	57.410	31.3.98
262	LILO Newai -Sanganer For 132 KV GSS Chaksu	D/C	3.640	30.3.99
263	LILO Ajmer -Bherunda Line For MDSU	D/C	0.100	11.10.98
264	LILO Jodhpur -Tinwari Line For 132 KV GSS Mathania	D/C	1.300	30.3.99
265	Barmer-Gadara	S/C	81.100	24.2.99

266	Barmer-Gadara	D/C	8.800	24.2.99
267	Abu Road-Reodar	S/C	44.880	27.3.99
268	Madri -Sukher	S/C	12.270	11.11.98
269	Rayla -Shahpura	S/C	31.630	31.1.99
270	Banswara -R.S.M.Ltd.	S/C	0.600	Exiting
271	Bharatpur-Deeg-Kanma	S/C	0.840	98-99
272	Sanganer -Mansarover	D/C	8.780	II circuit 15.9.99
273	Chirawa - Surajgarh	S/C	9.000	31.5.99
274	Chirawa - Surajgarh	D/C	0.820	31.5.99
275	LILO Sirohi-Jalore FOR Bagra GSS	D/C	3.560	29.3.2000
276	Danta- Chitava	S/C	20.920	10.1.2000
277	Kuchaman-CHITAVA	S/C	18.330	17.3.2000
278	LILO FOR MANDORE GSS	D/C	0.200	30.3.2000
279	JODHPUR-TINWARI LINE FOR SURSAGAR GSS	D/C	5.480	18.6.99
280	LILO JALORE-BALOTRA LINE For SIWANA GSS	D/C	7.640	31.10.99
281	LILO-Sukher-Gogunda For SISARMA	D/C	23.920	8.3.2000
282	BIKANER- NAPASAR	S/C	20.050	27.5.99
283	SUJANGARH-BIDASAR	S/C	25.060	30.8.99
284	MORAK GSS TO MANGALAM CEMENT	S/C	0.400	99-2000

285	V.K.I.A- KUKAS	S/C	16.860	99-2000
286	KUKAS-KUNDA KI DHANI (I CIRCUIT)	S/C	3.610	99-2000
287	KUKAS-KUNDA KI DHANI (II CIRCUIT)	S/C	3.750	99-2000
288	KUKAS-JAMUA RAMGARH	S/C	14.170	99-2000
289	Dahra - Chambal Fertilizers	S/C	16.168	13.05.2000
290	LILO Debari-Kankroli For Nathdwara	D/C	16.236	03.06.2000
291	I/C 220 kv Dahra - Goapl Mill I/A	D/C	24.130	30.06.2000
292	Diversion Work of HZL line	S/C	2.797	30.08.2000
293	I/C 220 kV & 132 kV GSS Jhunjhunu	D/C	21.660	28.09.2000
294	Bikaner-Loonkaransar	S/C	58.234	31.10.2000
295	Bikaner-Loonkaransar	D/C	13.712	31.10.2000
296	Kuchaman - Molasar	S/C	22.299	30.11.2000
297	K. G. Bas - Mundawar Via Kherthal	S/C	20.065	30.11.2000
298	Mandalgarh - Began	S/C	22.485	07.12.2000
299	LILO Reengus-Sikar For Ranoli	D/C	3.366	19.01.2001
300	LILO Bhilwara-Mandalgarh For Suwana	D/C	2.972	19.01.2001
301	Mansarowar - SMS Stadium	D/C	11.492	13.02.2001
302	Baran - Kelwara	S/C	46.548	28.02.2001
303	LILO Heerapura-VKIA for Vaishali Nagar	D/C	2.952	30.03.2001

304	Rayala -Gulabpura	S/C	33.291	30.03.2001
305	LILO Sanganer-Purana Ghat For SITAPURA	D/C	0.072	21.04.2001
306	I/C 220 KV TO 132 KV GSS BHIWADI	S/C	4.960	30.04.2001
307	LILO -Nagaur-Sujangarh For LADNOO	D/C	7.096	15.06.2001
308	CHOMU-MARKHI	S/C	25.624	16.06.2001
309	BHADRA-NOHAR	S/C	42.450	05.07.2001
310	PILANI-CHANGOTHI	S/C	9.176	21.07.2001
311	LAKHERI-ITAWA	S/C	23.300	05.11.2001
312	BANSUR-THANAGAZI	S/C	34.890	30.01.2002
313	JHUNJHUNU-KUMAWAS	S/C	15.887	27.03.3002
314	TPS TO 220KV TINWARI	S/C	12.489	31.07.2001
315	KHINVSAR-SOILA	S/C	20.122	31.07.2001
316	CHHOTI SADRI-BARI SADRI	S/C	22.769	15.08.2001
317	BILARA-PIPARCITY	S/C	32.234	28.11.2001
318	LILO -Banswara-Mahi II FOR BAGIDORA	D/C	3.000	30.11.2001
319	DHORIMANNA-SAWA	S/C	30.834	13.03.2002
320	LILO -Deogarh-Kharchi FOR JOJHAWAR	D/C	25.768	26.03.2002
321	LILO -Barmer-jaisalmer FOR SHEO	D/C	5.740	24.04.2002
322	I/C OF 132 KV SRSI/BAGRU LINE	S/C	1.694	14.08.2002

323	LILO- Makrana-Bagot For Bidiyad	S/C	32.680	31.08.2002
324	MOLASAR/DEEDWANA	S/C	21.787	31.10.2002
325	NAPASAR/BADNU	S/C	25.491	27.11.2002
326	SAWAIMADHOPUR/UNIARA/NAINWA	S/C	55.592	28.11.2002
327	SIRSI-BHANKROTA- BAGRU	D/C	3.234	31.12.2002
328	UDHYOG VIHAR/SADULSHAR	S/C	22.494	17.01.2003
329	DHOD/KHOOD	S/C	11.356	20.01.2003
330	RAJGARH/TARANAGAR	S/C	32.000	21.01.2003
331	PHULERA/JOBNER	S/C	19.213	28.01.2003
332	JHUNJHUNU/MANDAWA	S/C	21.119	29.01.2003
333	LILO -Pindwara-Sukher for GOGUNDA	D/C	1.364	31.01.2003
334	KUCHERA/SANJOO	S/C	22.969	13.02.2003
335	SAWA/KAPASAN	S/C	33.820	14.02.2003
336	LILO -Bikaner-Nokhar For DESNOKH	D/C	9.210	17.03.2003
337	LILO -Bikaner-Bajju FOR KOLAYAT	D/C	4.590	24.03.2003
338	MARKHI - AJEETGARH	S/C	10.062	30.03.2003
339	LILO -Laxmangarh-Nadbai FOR KHERLI	D/C	10.730	31.03.2003
340	BIDASAR - BAMBOO	S/C	24.477	31.03.2003
341	BAMBOO - TEHENDESAR	S/C	12.010	31.03.2003

342	LILO -Debari-Bhinder FOR BHATEWAR	D/C	3.322	31.03.2003
343	LILO Tinwari-Dechu FOR BALESAR	D/C	52.836	08.05.2003
344	BALOTRA-SAMDARI	S/C	35.505	29.03.2004
345	BALOTRA-SINDHARI	S/C	42.533	23.02.2004
346	BHAWANI MANDI-HEMDA	S/C	24.170	21.02.2004
347	BHINMAL-POONASA	S/C	22.576	11.02.2004
348	I/C BHOPALGARH	D/C	10.670	20.11.2003
349	LILO Jhunjhunu-Churu FOR BISSAU	D/C	3.600	30.07.2003
350	DAHRA-ANTA-BARAN	S/C	50.021	24.07.2003
351	LILO Bhinmal- Sayla FOR DASPAN	D/C	11.054	19.12.2003
352	DHOLPUR-RAJAKHERA	S/C	38.860	28.11.2003
353	JHUNJHUNU-MANDRELLA	S/C	24.094	22.05.2003
354	KISHANGARHBAS-TIZARA	S/C	17.448	24.01.2004
355	LILO Kankroli-Amet FOR MOKHAMPURA	D/C	0.902	09.04.2003
356	PADAMPUR-SRIKARANPUR	S/C	22.242	17.07.2003
357	I/C PALI	D/C	6.224	02.04.2003
358	LILO -Dechu-P.S.V FOR PHALODI	D/C	1.780	22.01.2004
359	LILO Madri-Sukher FOR PRATAPNAGAR	D/C	1.800	31.03.2004
360	LILO Chittorgarh-Nimbahera FOR SENTHI	D/C	1.962	27.03.2004

361	TONK-TODARAISINGH	S/C	34.666	31.03.2004
362	LILO -Hindaun-Mandawar FOR TODABHIM	D/C	15.624	27.05.2003
363	WEIR-BHUSAWAR	S/C	11.445	25.08.2003
364	LILO -Jaisalmer-Pokran FOR CHANDAN	D/C	3.394	01.06.2004
365	DAUSA-TOONGA	S/C	24.046	10.12.2004
366	LILO Bhilwara-Kharchi FOR DEOGARH	S/C	5.031	29.03.2005
367	LILO FOR GUDAMALANI	D/C	5.892	06.12.2004
368	LILO Alwar-Rajgarh FOR MALAKHERA	D/C	1.340	08.07.2004
369	TINWARI-OSIAN	S/C	22.298	22.12.2004
370	LILO FOR BHADRONA	D/C	20.950	24.03.2005
371	I/C SUJANGARH	D/C	1.025	21.06.2004
372	BALOTRA-SAMDARI(D/C PORTION)	D/C	2.324	16.04.2004
373	HEERAPURA-VKIA (EXITING LINE)	S/C	0.913	2002-03
374	LILO -Sirohi-Jalore For BAGRA	D/C	6.920	31.08.2005
375	LILO BIDIYAD OFF	D/C	1.248	31.08.2002
376	LILO -Bikaner-Kolayat For BHINASAR	S/C	2.320	31.03.2006
377	CHITAWA-LOSAL	S/C	20.507	26.11.2005
378	LILO Bhilwara-Kharchi FOR DEOGARH	D/C	5.031	21.05.2005
379	GOGUNDA-MANASIWAKAL	S/C	31.112	20.05.2005

380	KAWAI-CHHIPABARODA	S/C	20.565	26.10.2005
381	LILO Jhalawar-Sangod FOR KHANPUR	D/C	27.570	31.03.2006
382	KHINVSAR-BHOMIYAJI KA MOD(HESABA)	S/C	21.707	30.12.2005
383	KHINVSAR-BHOMIYAJI KA MOD(HESABA)	D/C	0.560	30.12.2005
384	PADAMPUR-RAISINGHNAGAR	S/C	26.234	24.10.2005
385	RANIWARA-SANKAD	S/C	22.140	10.03.2006
386	RATANGARH-MOMASAR	S/C	33.865	31.03.2006
387	SALASAR-KACHHAWA	S/C	19.270	06.03.2006
388	SHAHPURA-MANOHARPUR	S/C	12.951	10.09.2005
389	SUJANGARH-SALASAR	D/C	44.550	27.02.2006
390	TODABHIM-SIKANDRA	S/C	27.879	31.03.2006
391	LILO -Reengus-Danta FOR KHATUSHYAMJI	D/C	1.214	25.01.2007
392	JHALAWAR-BAKANI	S/C	25.153	29.05.2006
393	LILO -Dausa-Puranaghat FOR BASSI	D/C	5.410	03.06.2006
394	SANGANER-BALAWALA (DEPOSIT WORK OF PHED)	S/C	4.431	03.06.2006
395	LILO BARMER-SHEO FOR 220KV GSS BARMER	D/C	20.226	01.11.2006
396	SAYLA-JEEWANA	S/C	20.064	16.11.2006
397	JALORE-SAYLA	D/C	76.964	22.01.2007
398	LILO Sirohi-Bhinmal FOR RAMSEEN	D/C	2.200	25.02.2007

399	LILO Tinwari-Dechu FOR Chamu	D/C	2.714	27.02.2007
400	BARMER-MEHLOO	S/C	37.705	28.02.2007
401	RAYLA-SHAHPUR(BALANCE WORK)	S/C	0.260	26.03.2007
402	MERTAROAD-MERTACITY	D/C	33.530	28.03.2007
403	MERTAROAD-ROON	S/C	20.609	28.03.2007
404	DEPOSIT WORK OF M/S AMTEK AT 220KV GSS BHIWADI	S/C	1.000	31.03.2007
405	MANSIWAKAL-JHADOL	D/C	13.660	30.03.2007
406	SAYLA-PADROO	S/C	25.138	31.03.2007
407	SHIFTING OF BEAWAR-GULABPURA LINE FOR M/s SHREE CEMENT (DEPOSIT WORK)	S/C	0.961	22.04.2007
408	MODIFICATION OF SHUKHER-PINDWARA LINE FOR M/s BINANI CEMENT (DEPOSIT WORK)	S/C	1.000	24.04.2007
409	LILO SIWANA-JALORE FOR 220KVGSS JALORE	D/C	18.628	25.05.2007
410	KHUSHKHERA-M/s SHREE CEMENT (DEPOSIT WORK)	S/C	2.635	19.06.2007
411	LODHA-MORDI LINE (DEPOSIT WORK OF M/s RSWML, BANSWARA)	S/C	12.741	02.07.2007
412	LILO OF RATANGARH-BIKANER LINE FOR 220 kV GSS SRIDUNGARGARH	D/C	1.846	11.07.2007
413	RISHABDEO-RSWM RISHABDEO	S/C	0.478	27.07.2007
414	REENGUS-RSWM REENGUS (DEPOSIT WORK)	S/C	2.222	18.08.2007
415	LILO FOR KUNDAN	D/C	3.844	27.08.2007
416	LILO FOR MANDWA	D/C	7.4	27.08.2007
417	LILO FOR AJOLIYA KA KHERA	D/C	17.876	19.09.2007

418	SHAHJAHANPUR-MANDAN	S/C	14.121	29.10.2007
419	GULABPURA-RSWM GULABPURA (DEPOSIT WORK)	S/C	1.6	19.11.2007
420	HAMEERGARH-RSWM HAMEERGARH (DEPOSIT WORK)	S/C	1.05	30.11.2007
421	THADOLI-TODARAISINGH	D/C	18.104	29.12.2007
422	BHAWANIMANDI-KANWARI	S/C	19.257	21.01.2008
423	DUNI-THADOLI (LINE-I)	S/C	30.992	19.02.2008
424	LILO FOR RAMGARH	D/C	16.494	19.03.2008
425	Jalore-Sayla	D/C	76.964	22.01.2008
426	Kotputli-M/S Grasim Industries	S/C	5.084	22.04.2008
427	Khushkhera -Honda Seil	D/C	1.612	09.09.2008
428	Govindgarh -Kaladera	S/C	10.108	04.07.2008
429	LILO of 132kV Sawaimadhopur-Sheopur line for Khandar	D/C	25.934	05.07.2008
430	Duni-Thadoli(Circuit II)	S/C	30.357	10.07.2008
431	LILO for Deoli-Manjhi	D/C	3.568	30.07.2008
432	Aklara-Manoharthana	S/C	37.890	24.12.2008
433	132kV GSS Khushkhera-M/S Nahar Ind.	D/C	5.756	16.06.2008
434	LILO of 132kV Behror-Shahjahnpur line for Neemrana	D/C	2.552	03.10.2008
435	Karauli-Sapotra	S/C	35.458	02.03.2009
436	LILO of 132kV Modak-Jhalawar line for 132kV GSS Maylaramganjmandi	D/C	8.990	10.03.2009

437	Madri-Reliance Chemotex	S/C	2.250	16.05.2008
438	LILO of 132kV Ajmer-Kishangarh for 220kV Kishangarh	D/C	10.122	28.11.2008
439	LILO of RPS-Mandalgarh line for Beegod	D/C	1.680	26.01.2009
440	LILO of 132kV Kishangarh-Malpura line for 132kV GSS Silora	D/C	13.152	24.03.2009
441	Pali-Sojat city	S/C	31.945	10.06.2008
442	Phalodi-Aau	S/C	51.573	14.07.2008
443	Phalodi-Lohawat	S/C	26.900	19.07.2008
444	D/C portion, common to both Phalodi-Aau & Phalodi-Lohawat Lone	D/C	13.794	14.07.2008/ 19.07.2008
445	Dechu-Kalau	S/C	26.912	23.10.2008
446	Lohawat-Matora	S/C	27.895	24.11.2008
447	Sheo-Undoo	S/C	47.980	01.12.2008
448	Gharsana-Khajuwala	S/C	61.854	26.09.2008
449	Sujangarh-Parewara	S/C	37.210	14.02.2009
450	LILO of 132kV Bhadra-Sadulpur line for 220kV GSS Bhadra	D/C	4.200	30.03.2009
451	LILO of 132KV Alwar-Bharatpur line for 132KV GSS Kumher	D/C	6.484	26.07.2009
452	LILO 132KV Anta-Baran line for 220KV GSS Barna	D/C	1.756	10.07.2009
453	132KV S/C Jhalawar-Kanwari	S/C	20.52	26.07.2009
454	132KV line from Baran GSS to traction substation at Baran Railway Station (Deposit work)	S/C	2.868	03.08.2009
455	132KV Interconnecting line from 220KV GSS VKIA to 132KV GSS VKIA	S/C	0.296	30.11.2009

456	132KV Interconnecting line from 220KV GSS VKIA to existing 132KV VKIA-Kukas line	S/C	0.682	04.12.2009
457	132KV LILO of Sangod-Baran line for 220KV GSS Baran	D/C	7.104	07.12.2009
458	132 kV LILO of Kotputli-Shahpura line for 132KV GSS Paota	D/C	0.96	07.02.2010
459	132KV S/C Balawala-Phagi Line	S/C	21.687	15.03.2010
460	132KV S/C Sawamadhapur-Bhadoti line	S/C	29.968	24.03.2010
461	LILO of 132KV Bundi-Deoli line for 132KV GSS Hindoli	D/C	7.94	30.03.2010
462	132KV LILO of K.G.Bas-Bhiwadi line for 220KV GSS Khushkhera	D/C	4.88	31.03.2010
463	LILO of 132KV Kotputli-Neem ka thana line for 132KV GSS Patan	D/C	4.156	22.04.2009
464	LILO of 132KV Pratapnagar-Banswara line for 132KV GSS Dalot	D/C	47.000	25.04.2009
465	LILO of 132KV Sikar-Udaipurwati line for 132KV GSS Piprali	D/C	6.78	24.05.2009
466	LILO of 132KV Kishangarh-Phulera line for 220 KV GSS Kishanghar	D/C	24.2	27.06.2009
467	132KV S/C Nagaur-Jayal	S/C	47.156	03.02.2010
468	LILO of 132KV RPS-Beegod(ckt.-I) for 132KV GSS Bijoliya	D/C	28.668	31.03.2010
469	132KV S/C Banswara-Paloda line	S/C	35.458	31.03.2010
470	LILO of 132KV Bikaner-Sridungargarh line for 132KV GSS Dulhasar	D/C	18.944	22.05.2009
471	132KV Sridungargarh-Badnu	S/C	27.701	27.06.2009
472	LILO for 132KV Jalore-Siwana line for 132KV GSS Mandalwala	D/C	3.222	31.08.2009
473	LILO for 132KV Barmer-Gadra Road Line for 220 KV GSS Barmer	D/C	15.498	29.11.2009
474	LILO for 132KV Bhinmal-Gudamafani line for 132KV GSS Bagora	D/C	12.986	06.12.2009

475	132KV Rajiasar-Shree Cement (Deposit work)	D/C	11.09	22.01.2010
476	132KV S/C Badnu-Jasrasar	D/C	29.699	27.02.2010



Draft Infrastructure Sharing Agreement

Volume-II

Specification No.: RVPN/SE(MIS)/TELE-01/

**Utilization of feasible Power Line Towers & other RVPNL structures for
mounting of Telecom Antennas**

Between

and

Rajasthan Rajya Vidyut Prasaran Nigam Ltd.

Agreement for Infrastructure Sharing

This Agreement for Infrastructure Sharing (the “**Agreement**”) is made at Jaipur on this _____ day of _____, 2010

By and Between

_____, a company incorporated under the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as “TTIP” which expression shall unless repugnant to context or meaning thereof to mean and include its successors in interest and permitted assigns) of the **First Part**;

And

Rajasthan Rajya Vidyut Prasaran Nigam Ltd., a Government of Rajasthan Enterprise, registered under the Companies Act, 1956, having its registered office at Vidyut Bhawan, Janpath, Jaipur (hereinafter referred to as “**RVPNL**” which expression shall unless repugnant to context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the **Other Part**.

TTIP and RVPNL are hereinafter also referred to as “**Parties**” collectively and “**Party**” individually

Whereas:-

- a) RVPNL is inter-alia engaged in transmission of bulk power through its transmission lines and augmentation of unified load dispatch and communication facilities, having a vast network of transmission lines across the Rajasthan and currently owns and/or possesses the Tower Sites across Rajasthan.
- b) As part of its Power Transmission Network, RVPNL owns/operates approximately 25,000 circuit kms of Power Transmission Lines and Associated Power Line Towers across the state of Rajasthan.
- d) With a view towards possible deployment of its tower infrastructure with telecom operators for the purpose of augmenting telecom growth in the Rajasthan, more particularly in the rural and unserved areas, RVPNL proposes to use of its transmission line towers for installation of base station and antenna and other passive and active equipment for mobile communications and wireless applications.
- g) RVPNL has floated a Request for Selection (RfS) vide Tender Specification No.....for seeking proposals from bidders for use of its feasible towers for deployment of wireless Antennas and associated ancillaries by eligible interested parties on a commercial basis, but without in any manner

whatsoever interfering or causing hindrance to the functions and activities of RVPNL in the transmission of electricity and related activities.

h) Based on the outcome of above RfS, TTIP has been selected as the party for deploying Wireless antennas and associated ancillaries on the feasible RVPNL Towers in Project of power transmission lines as enclosed as Appendix-I (hereinafter referred to as “**Tower Pool**”).

c) TTIP is _____ engaged in

_____.

_____ holds License no. _____ dated _____. A copy of same is enclosed as Annexure-II to the Agreement.

i) By participation in the aforementioned RfS of RVPNL, TTIP has requested RVPNL to allow utilization of feasible towers from the Tower pool for installation of its equipment / infrastructure and RVPNL has agreed to allow the usage of feasible Towers from the Tower Pool subject to technical clearance of individual towers by RVPNL whereby TTIP may grant similar rights to its Customers after value addition as envisaged in this Agreement for setting up their equipment on the feasible Tower Sites upon payment of a certain sum of monies as envisaged in this Agreement.

j) Based on the above TTIP and RVPNL have agreed to enter into this Agreement on the terms and conditions more particularly specified hereinafter and subject to all necessary clearances/approvals to be obtained by RVPNL and _____ TTIP respectively.

NOW THEREFORE this Agreement witnesses as follows:

1. SCOPE OF WORK

1.1 On execution of these presents TTIP shall be permitted to use feasible Tower spaces from the Tower Pool for mounting of Telecom Antenna so that the same can be deployed for wireless telecom coverage by relaying and/or transmitting radio frequencies of TTIP or its Customers by installation of other required ground infrastructure such as Shelters, DG Sets, Battery banks, Air-conditioning etc. for the benefit of TTIP/its Customers and eventually their end users (the “**Solution**”).

1.2 RVPNL has agreed to provide feasible Towers for use of TTIP as per 1.1 above from the Tower Pool for the **Term of 10 years** reckoned from the date of execution of this Agreement **Upon expiry of the initial term of 10 years, RVPNL would provide to TTIP the First Right of Refusal (FROR) to utilise the towers from the Tower pool for a further period (to be decided by RVPNL) on the rates, terms and conditions stipulated by RVPNL at that time..**

- 1.3 The Solutions shall be implemented by TTIP/its customers at its/their own initiative and by installing at their own cost additional equipment such as telecom shelter, telecom air conditioners, power interface units and telecom antenna including cables and related accessories.
- 1.4 RVPNL does not own any land at its tower sites and accordingly RVPNL shall not be responsible for ensuring/providing the requisite land (for deployment of additional equipment such as telecom shelters, air conditioners, diesel generator sets, power interface units including cables and related accessories) on lease/license etc. which shall entirely remain the responsibility of _____TTIP. Further, all financial implications on this account shall have to be borne by _____ TTIP.
- 1.5 RVPNL may on a best endeavor basis and without incurring any legal obligation or responsibility facilitate access to the towers in the tower pool and provide cooperation/assistance for various activities under the project.
- 1.6 The installation of any equipment on the feasible Towers from the tower pool shall be carried out by TTIP at its own cost through skilled manpower (either directly or through contractors) under the direct supervision of TTIP and RVPNL representatives.
- 1.7 RVPNL shall provide the available information for tower pool to TTIP for feasibility analysis. However, such information disclosed by RVPNL shall be used by TTIP in terms of the non-disclosure agreement, if any, executed between the Parties in future and with express intent for use in the proposed business venture as stipulated under this Agreement. TTIP agrees that it shall not claim any proprietary rights on such disclosed information or share the same with any third party without the prior written approval of RVPNL. For avoidance of doubt, it is clarified that TTIP may use and disclose this information in parts to its authorized representatives as may be required for facilitation of provision of the Solution. RVPNL shall be required to provide only such of the Towers which structurally, are found to be sound towers to install the antenna and associated cabling of TTIP. RVPNL structural engineers shall provide the loading etc. for structural analysis of towers, recommend modifications to be carried out by TTIP as required on basis of structural analysis.
- 1.8 It is agreed between the Parties that post the execution of this Agreement, TTIP will be empowered to enter into independent agreements with its Customers to provide the solutions, which may include but shall not be limited to private enterprises and Government/Public Sector Undertakings depending on the business dynamics. TTIP shall within 10 days of signing the Agreement, share such Agreements with RVPNL to examine technical feasibility and also to enable RVPNL to raise invoices on TTIP in accordance with the provisions of clause 5.0. RVPNL may utilize such Agreements only for the purpose raising invoices and such sharing of Agreements shall be subject to the confidentiality clause no. 25.0.
- 1.9 It is expressly agreed between the Parties that the space on feasible towers from the tower pool shall be allotted by RVPNL to TTIP on specific request for

a period of 10 (Ten) years from the date of execution of this ISA. Further, RVPNL shall not offer the tower space from the tower pool to any other party for a period of 10 (ten) years from the date of execution of this Agreement. The allotted tower space bearing Telecom antennas of the TTIP along with the associated complete telecom infrastructure of Shelter, A/C, DG Sets, Battery, UPS and Power/RF/OFC cabling etc. shall hereafter be referred to as "Tower Sites" excluding RVPNL Towers.

- 1.10 Each Party shall inform the other of its designated team, contact persons, and escalation matrix for smooth operation, monitoring and implementation of the activities envisaged under the Agreement.
- 1.11 TTIP shall be solely responsible for obtaining all approvals/clearances /permissions from the local municipal authorities and such statutory bodies/ministries required for the setting up, installing and commissioning of its equipment at its sole cost and expense. In the event that by allotting a feasible tower space from the tower pool to TTIP and subsequent development of the Solutions by TTIP on the allotted Tower Site, if at any stage RVPNL experiences difficulties/hindrances in pursuing its core power transmission business, TTIP shall take immediate steps within its direct control to ensure that RVPNL's core transmission business is not affected in any manner.
- 1.12 TTIP agrees and acknowledges that it shall neither have, nor be entitled to claim, by reason of execution of the Agreement, any title or ownership in the transmission towers contained in the tower pool or tower space allotted to it from the tower pool falling under the purview of the Agreement. The Parties further agree that with respect to the tower pool, the right, title and interest in all the tower structure, equipment etc. installed, kept or placed at the Towers by RVPNL, shall always vest with RVPNL. The Parties also agree that the right, title, and interest in the Equipment and all other infrastructure equipment installed, kept or placed at the allotted Tower Sites by TTIP, shall vest with TTIP.
- 1.13 TTIP shall provide operations and maintenance of the equipment it installs for itself and for its Customers (if contracted to do so by its Customers) at the tower sites on a 24x7 basis which shall *inter alia* include services such as payment of rental of the requisite land nearby allotted tower site so acquired (whether by way of lease or license, as the case may be), filling of diesel in the generator, payment of electricity bill, security services at the allotted tower sites, maintenance of regular power supply with necessary battery backup, maintenance of 24 hours of generator back up and other services as may be necessary for successful operation of the Allotted Tower Sites. However, TTIP shall not interfere with the operations and maintenance of the RVPNL assets at the Tower Sites. Provided further that RVPNL shall be entitled to direct TTIP to carry out any of its activities of operation or maintenance under the direct supervision of the designated representative of RVPNL so that the operation and maintenance and other activities carried out by TTIP or any of its Customers/end user/client etc. will not in any manner interfere with the functions or activities of RVPNL in the core transmission of electricity.

- 1.14 Both parties shall ensure that their respective employees, officers and agents do not violate the terms of this Agreement.
- 1.15 All the provisions of this Agreement shall be applicable to each allotted tower site under this Agreement unless repugnant to the context thereof.
- 1.16 The terms and conditions of this Agreement shall supersede those of all previous Agreements, if any, understandings and arrangements whether written or oral between the Parties and shall not be varied otherwise than by an instrument in writing duly signed by all the Parties.

2. ALLOTMENT OF Tower Space from the Tower Pool:

- 2.1 TTIP shall identify the RVPNL Tower spaces in the tower pool that it needs from RVPNL and shall intimate RVPNL for such identified tower spaces along with the complete technical details of the equipment/antenna to be mounted on towers.
- 2.2 RVPNL shall, upon receipt of each such intimation letter, check the technical feasibility and confirm the allotment of such tower spaces (if feasible) as mentioned in the intimation letter to TTIP within 30 days of receipt of such intimation letter.
- 2.3 In the event RVPNL is unable to allot to TTIP the requested Tower space as mentioned in such intimation letter for any technical reason, then RVPNL will request the TTIP to identify any other alternative feasible Tower space in the tower pool. While RVPNL shall make its best efforts to allot the requested tower space to the TTIP, at times technical considerations may render allotment not possible for specific tower spaces while in a few cases, incremental tower strengthening may be required which shall have to be carried out by the TTIP at its own cost.
- 2.4 The Tower space/alternative Tower spaces allotted by RVPNL in accordance with the abovementioned procedure shall constitute the allotted towers (the "**Allotted Towers**") for the purpose of this Agreement.

3. **Allotment of Additional Tower Space in future outside the Tower Pool in the same State:** RVPNL may also provide additional Transmission line tower data to the TTIP beyond the towers in the tower pool upon the availability of such data in future. Further, RVPNL, during normal course of its business, may also add new transmission lines & substations in the state resulting into additional towers. For any such additional tower spaces, RVPNL would offer TTIP First Right of Refusal for utilizing the additional tower spaces under this Agreement. In consideration for such additional tower spaces, TTIP shall increase his CARC on a proportionate basis from the date of acceptance of such additional tower spaces by the TTIP. Upon acceptance, the additional towers shall form part of the tower pool and the Committed Annual Rental Charge payable by the TTIP against the Project to RVPNL shall be enhanced proportionately.

4. ROLES AND RESPONSIBILITIES

Roles and responsibilities of the respective Parties for the activities to be undertaken under this Agreement shall broadly cover the following.

4.1 RVPNL's RESPONSIBILITY:

- i. To provide TTIP the data on the Tower pool available with RVPNL on where it is as it is basis.
- ii. To provide TTIP the limited use of the allotted Tower spaces subject to clause 2.0 above for installation, commissioning and maintenance of the solution to allow its Customers the use of the equipment installed at the allotted tower Sites subject to RVPNL's engineering clearance and applicable laws and rules.
- iii. To provide TTIP design approvals required for strengthening of towers, if any, without in any way interfering or hindering the core transmission and other activities of RVPNL.
- iv. To co-ordinate and provide assistance to TTIP for installation and maintenance of Equipment on the allotted Towers Sites, which shall be under the supervision and control of RVPNL as mentioned above.
- v. To abide by the terms & conditions of this Agreement
- vi. On behalf of RVPNL, Zonal Chief Engineer (T&C-Jaipur), RVPNL hereinafter referred as ZCE (T&C-Jaipur) shall be the nodal officer for the implementation of this project. He will look after the work of the execution of agreements, acceptance of Development security, issue of clearances/approval for installation of required equipments on the selected tower, billing and collection of revenue (CARC/VARC), monitoring and implementation of the overall project.

4.2 TTIP's RESPONSIBILITY

- i. To co-ordinate with RVPNL's circle offices for various site activities envisaged under this Agreement.
- ii. To submit to RVPNL application for allotment of required Tower spaces from the tower pool.
- iii. To carry out detailed survey etc. of the offered transmission line towers required for selection of tower site and to prepare site-wise development requirement for equipment.
- iv. To invest in setting up the remaining infrastructure i.e. Shelter, Air-conditioning, DG sets, Battery Backup, RF Antenna and associated cabling etc. (Value addition)
- v. To explore business opportunity with potential customers/telecom operators and market the tower sites.

- vi. To obtain engineering clearance from RVPNL for utilizing the allotted tower Sites in a manner envisaged under this Agreement.
- vii. To make payments of compensation/rentals, if any, for land taken on lease/license from various owners.
- viii. To make arrangements for the requisite power requirements at the allotted Tower Sites.
- ix. To furnish details of the equipment proposed to be deployed by TTIP/its customers at the allotted tower sites such as Antennas and BTS., Shelter and other related equipment.
- x. To install Equipment under the supervision and control of RVPNL authorized representative.
- xi. To comply with all applicable laws of the land including Labour Laws as specified herein and as amended from time to time.
- xii. To be responsible to RVPNL for all acts of omission and commission on the part of its officers, employees, agents, representatives, Customers or any other person dealing with or under TTIP.
- xiii. To observe all prescribed and statutory safety precautions and safety regulations as specified herein and as amended from time to time.
- xiv. To provide necessary watch and ward facility at the allotted tower sites.
- xv. To monitor and maintain equipment installed by TTIP at allotted Tower Sites.
- xvi. To observe the prescribed do's and dont's that may be issued by RVPNL for working on allotted Tower Spaces.
- xvii. To raise independent invoices on its Customers directly.
- xviii. To make Payments of Committed annual Rental Charge (CARC) & Variable Annual Rental Charge (VARC) to RVPNL payable under this Agreement.
- xix. To make all eligible payments towards the insurance amounts for its equipment as well as manpower used by TTIP.
- xx. To abide by the terms & conditions of this Agreement

Notwithstanding anything contained elsewhere in this Agreement to the contrary and without in any way affecting the basic responsibility of TTIP to carry out the requisite work on the Tower in regard to the installations which TTIP or its Customers, the Parties specifically agree on the following aspects:

- a. RVPNL shall at all times have the authority to supervise and control the placing of the equipment and installations on the tower, its operation and maintenance and TTIP and its Customers and agents shall be entitled to carry out any work only subject to due compliance of the directions, supervision and control of RVPNL.
- b. RVPNL may at its discretion but not being having any legal obligation to, direct that any equipment shall be installed by TTIP or its Customers or agent or otherwise operated and maintained through RVPNL's representative only, and if so directed TTIP shall assist RVPNL in such installation by RVPNL's representative, provided however, RVPNL shall not incur any liability on such installation for TTIP or its Customers or agents.
- c. RVPNL's representative shall be entitled to direct TTIP and its customers and agents to alter the installation of any equipment or facilities under the supervision and control of RVPNL representatives.
- d. The officers of RVPNL designated for the purpose shall at all times have the authority to monitor the activities carried on by TTIP and its Customers and agents and it shall be the obligation of TTIP, its Customers and agents to disclose all details to RVPNL's representative concerning the installation, operation and maintenance of equipments.

The parties agree that the above stipulations are reasonable in the context of RVPNL having agreed to allow the transmission towers to be used for placing installation of equipment and facilities by TTIP, its Customers and agents on the specific condition that the same shall not in any manner affect the activities of RVPNL, the present and future in relation to its core business of transmission of electricity and related activities under the Electricity Act, 2003

5. CONSIDERATION TO RVPNL

- 5.1 **Committed Annual Rental Charge (CARC):** In consideration for providing the usage rights of RVPNL Towers for tower pool as envisaged herein,, TTIP shall pay to RVPNL a Committed Annual Rental Charge (CARC) as under:

(Provide details of TTIP's CARC here)

CARC shall be payable by the bidder in 4 equal annual installments at the beginning of each quarter i.e. April 1st, July 1st, October 1st & January 1st from the effective date of this Agreement regardless of the actual rollout of tower sites by the TTIP and the business thereon. In case the effective date of this Agreement does not coincide with the beginning of the quarter, pro-rata payment of CARC shall be made for the period effective date to the beginning of the next quarter. Rollout for this purpose shall mean the deployment of Telecom Antennas and related accessories on Towers allotted under this Agreement.

- 5.2 **Variable Annual Rental Charge (VARC):** In addition to the above CARC, RVPNL shall also be entitled to a variable annual rental charge equal to 10% of the actual annual gross revenue of the TTIP from the project for the corresponding year. For this purpose, gross revenue of the TTIP shall mean TTIP's Gross Revenue, excluding taxes (the "GR") generated from the

services provided by TTIP to its Customers by utilizing allotted Towers. GR Shall include the rent charged by the TTIP to its customers and also any service, consultation, retainer ship and other such charges payable by the Customer to TTIP. GR shall however exclude re-imbursable expenses billed by TTIP to its customers i.e. Power & Fuel charges. TTIP shall progressively keep providing to RVPNL the documentary evidence of start of commercial utilization of each site on a quarterly basis within 15 days of the close of every quarter along with details of the actual Gross Revenue with the names of the Customers duly certified by its Auditors. For this purpose, the TTIP shall share agreements entered by it with its customers with RVPNL. RVPNL shall always be entitled to appoint its officer or any independent person to inspect the books of accounts and other records of TTIP and ascertain the actual amount of GR based on which the VARC is payable.

Calculation of Minimum VARC

In case the tower utilized by selected TTIP in any financial year are less than the towers indicated in the roll out plan as indicated below than the minimum towers for VARC will be the numbers of towers between the minimum towers indicated in the roll out plan by TTIP or the minimum nos of towers mentioned in the bid document by RVPNL which ever is higher, shall form the basis of calculating Minimum VARC payable to RVPNL for arriving at yearly minimum VARC on proportionate basis as per the following methodology:-

Actual VARC realized by TTIP (Rs.) = A
Actual Nos of Tower utilized by TTIP = B
Minimum Nos of tower to be utilized by the TTIP as per the roll out plan (as indicated below) or the minimum numbers of tower mentioned in the bid document by RVPNL which ever is higher = C
Then the actual VARC payable to RVPNL (Rs.) = (A/B)*C

In case actual nos of towers utilized are more than the towers indicated in the Roll out plan than the actual VARC realized shall be payable to RVPNL.

In case no revenue figures are available for a particular year than the revenue figures of next year shall be utilized for calculating the minimum VARC of that particular year

Yearly Rollout Plan

Year	Minimum percentage of total towers of	percentage of towers proposed to
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	RVPNL to be utilised by TTIP	to be utilised by TTIP
1	1.0 %	
2	2.5 %	
3	3.5 %	
4	4.5 %	
5	5.5 %	
6	6.5 %	
7	7.5 %	
8	8.5 %	
9	9.5 %	
10	10.0 %	

5.3 **Project Development Security:** Towards ensuring and securing its performance under this Agreement, TTIP shall, within 30 days of this Agreement, furnish unconditional and irrevocable Bank Guarantee for a sum of Rs. 2.0 (two) Crores only in favour of RVPNL (The “Bank Guarantee”). The Bank Guarantee shall be kept in force by TTIP during the operation of the Agreement. However, the bank guarantee is not be construed as limiting the damages under the Agreement and shall be without prejudice to all other rights and claims of RVPNL.

5.4 At present no license fee is applicable on the Consideration. However, it is agreed between the Parties that if any license fee is imposed by the Government on the Infrastructure Provider at a later date, the same shall be paid additionally to RVPNL by TTIP as per actuals.

6. TAXES AND DUTIES

6.1 TTIP shall be responsible for the payment of all applicable statutory taxes and duties to RVPNL as indicated in its invoice/s including the payment of service tax as applicable from time to time.

7. IMPLEMENTATION PERIOD

7.1 It is agreed between the Parties that the time schedule for the commissioning of solution at any allotted Tower Space by TTIP shall be within 12 weeks from the date of allotment of such Tower space to TTIP by RVPNL which shall be extendable for such period as may be mutually agreed between the Parties. However, such time period shall be subject to receipt of the requisite statutory and other approvals/clearances/permissions required to be obtained by TTIP from the relevant statutory and/or other authorities provided that the time period for requisite statutory approvals required by the customers of TTIP shall not be included in such extension.

8. TERM, MID TERM REVIEW AND RENEWAL

8.1 The terms and conditions of this Agreement shall come into effect from the date of execution of the Agreement and will remain valid for a period of 10

years. Thus all rights & obligations therein as granted under the Agreement shall vest with TTIP for a period of 10 years from the date of execution of this Agreement.

- 8.2 Notwithstanding above, in case TTIP is unable to generate revenue from its envisaged business at any of the allotted Tower site within a period of 2 (Two years) from the date of allotment, RVPNL shall reserves the right to cancel allotment of such site and reclaim the tower site.
- 8.3 In case TTIP is unable to generate any revenue at all from its envisaged business using the tower pool for a continuous period of 2 (two years) from the date of signing this Agreement, RVPNL shall reserves the right to cancel entire allotment and reclaim all the allotted tower spaces.

For this purpose of provisions of Clause 8.2 & 8.3, revenue generation shall mean the commercial deployment of the solution at such allotted tower site by the TTIP resulting into flow of revenue to TTIP.

- 8.4 In the event any particular allotted Tower Site is to be vacated by TTIP under the following circumstances:
- a. the order of any Government (Central/State) or any statutory body;
 - b. On the request of RVPNL
 - c. Rejection of SACFA approval;
 - d. on the occurrence of a material breach of terms and conditions of the Agreement by TTIP or RVPNL or the circumstances of termination as envisaged in termination clause at clause 27 herein;
 - e. Force Majeure event; or
 - f. Either party ceases to be in operation/existence or becomes bankrupt or insolvent.

then, as long as the above circumstances are not due to any reason wholly or partly attributable to TTIP, TTIP shall not be liable to pay VARC in respect of such allotted tower site with effect from the vacation date (from the date of taking over of such site back by RVPNL).

- 8.5 It is understood and agreed by and between the Parties that TTIP shall not terminate this Agreement except as provided for in this Agreement.

9. BILLING PROCEDURE AND PAYMENT TERMS

- 9.1 RVPNL shall invoice the TTIP for the CARC on a quarterly basis in advance with in 15 days of the beginning of the quarter. For the VARC, RVPNL shall invoice the TTIP on a post paid basis upon receipt of actual gross quarterly revenue figures from the TTIP within 15 days of end of the relevant quarter.
- 9.2 The TTIP will maintain an Escrow account wherein all the revenues generated as a result of leasing out the antennas and telecom equipments by the TTIP in accordance of the agreements entered between TTIP and the users shall be deposited. RVPNL will have first charge on this account in case TTIP fails to make payment of CARC and VARC as per the invoice raised by RVPNL
- 9.3 TTIP shall share copies of agreements entered into with its various Customers with in 10 days of entering into such Agreements.

- 9.4 CARC shall be paid by TTIP by the last day of the first calendar month of each quarter as per the invoice raised by RVPNL on a quarterly advance basis. VARC for the corresponding period shall be paid by the TTIP within 15 days of the invoice raised by RVPNL.
- 9.5 RVPNL shall levy 12 % interest per annum for delayed payment.
- 9.6 If TDS (Tax Deduction at Source) is effected by TTIP from the payments made to RVPNL, the necessary TDS certificates shall be issued by TTIP.
- 9.7 TTIP shall alone raise invoices on its Customers independently in terms of its respective agreements with them and RVPNL shall have no right to receive or raise any invoice on TTIP's customers in relation to any allotted Tower Sites.
- 9.8 All invoices shall be raised in Indian Rupees and all payments shall be made by TTIP to RVPNL through demand draft or pay order drawn on any scheduled bank in favour of "Sr. Accounts Officer(EA &Cash), RVPN" payable at Jaipur.
- 9.9 Subject to the terms mentioned above, each Party shall be liable to make all statutory payments/License fee etc for their part of activities undertaken under the Agreement.
- 9.10 In case TTIP fails to pay RVPNL in time as per the provisions of the ISA then RVPNL will have right to discontinue the services being provided by TTIP by way of terminating the connection between the antennas/other related equipments and the telecom equipments installed at the base of tower.

10.0 USAGE OF ALLOTTED TOWER SITES

- 10.1 TTIP (including its Customers) shall ensure that they use the allotted Tower Sites subject to the applicable laws for carrying all types of wireless telecom applications including voice, data, video, IP and all other applications.
- 10.2 TTIP shall not lease or rent out the allotted tower spaces to third parties on back to back basis.
- 10.3 TTIP shall neither use the allotted Tower Sites, nor permit third parties to use the allotted Tower Sites, in a manner which:

- i. Interferes in any manner with the core transmission functions or other functions or businesses of RVPNL, which shall have the priority over the business and activities of TTIP and its Customers
- ii. violates any applicable law, regulation, security measures, treaty or tariff
- iii. violates any applicable power transmission/distribution regulation
- iv. violates the acceptable usages of any networks, equipment or services which are accessed through the network;
- v. infringes on the intellectual property rights of others;
- vi. is fraudulent, deceptive, or misleading; and/or
- vii. involves illegal or unauthorized access, exploitation, interruptions or monitoring.

11.0 INSTALLATION

11.1 *Setting Out/Supervision/Labour*

- a) All installations of Telecom Antennas and associated accessories by the TTIP shall have to undertaken under “live line” conditions i.e. with Power Line under charged condition and no shut down of the power line/system shall be permitted/allowed by RVPNL either for the installation or for the maintenance jobs of the TTIP.
- b) In case shut down is required by TTIP than TTIP shall be liable to pay “Blockage Charges” as stipulated by RVPNL
- c) TTIP shall be responsible for the true and proper setting-out of the Equipment in relation to bench marks, reference marks and lines under the supervision of RVPNL representatives.
- d) If, at any time during the progress of installation of the Equipment, any error shall appear in the position, level or alignment of RVPNL assets, TTIP shall forthwith notify RVPNL of such error and, shall at its own expense, immediately rectify such error to the satisfaction of RVPNL.
- e) TTIP agrees to engage only technical personnel/labour who are appropriately skilled and experienced in their respective area keeping in view Live Line installations and supervisory staff who are competent to adequately supervise the work at hand. Requisite skill and competence of the deployed personnel for this job shall have to demonstrated by the TTIP to RVPNL's satisfaction.
- f) RVPNL may give or provide, without having any legal obligation to TTIP, superintendence during the installation of Equipment, and its designated engineer-in-charge or its authorized personnel may supervise, control and give direction at every stage of installation as RVPNL may consider appropriate.

12.0 ACCESS INSPECTION AND OPERATION

- 12.1 The authorized representatives of TTIP shall access each allotted Tower spaces in order to erect, maintain, replace and operate on the equipment installed at such Tower Site only as per the supervision, control and

direction of RVPNL and with due prior Permission to Work (PTW) from concerned RVPNL official in-charge of the site. If any requirement arises for climbing on RVPNL's Tower, same shall be done only under supervision of RVPNL's authorized representative and stipulated safety measures shall be ensured during such operation with payment of Blockage charges if applicable.

- 12.2 TTIP agrees that all work shall be performed in a manner, which shall not adversely affect the structural integrity, maintenance or marketability of the allotted Towers or any structure on such Towers .

13.0 MAINTENANCE

- 13.1 TTIP shall be solely responsible for the maintenance of its equipment installed at the allotted Tower Sites. In case any damage is caused to RVPNL assets at such Towers, which can be attributable to TTIP or its representatives, then TTIP shall be liable to pay for such damages as per the RVPNL norms.
- 13.2 TTIP shall reserve the right to sub-contract any engineering, procurement, installation, commissioning, operation and maintenance activity of equipment installed by it at the allotted Tower Sites and RVPNL shall not object to the same provided that the sub-contractor shall be deemed to be TTIP's authorised representative and shall abide by the terms and conditions of this Agreement. Further, in such a case, the sub-contractor or its representative shall carry identity cards duly issued by TTIP. However, this shall not absolve TTIP of any of its obligations under this Agreement.
- 13.3 TTIP shall be fully and solely responsible for the security, maintenance and operations of its equipment on allotted Tower Sites. RVPNL shall not be responsible for any damage and not liable for any claim or compensation to TTIP in regard to any damage caused to TTIP's equipment at allotted tower sites by disturbance caused by events such as Power System fluctuations and lightning strikes etc. which have the potential to induce high voltages on allotted Towers. TTIP shall take necessary precautions in this regard during the design, installation and operation of its equipment at allotted Tower Sites.

14.0 MISCELLANEOUS

- 14.1 TELECOM SITE UPGRADATION: Any up-gradation/strengthening or infrastructure support required inside/outside the Allotted Tower Spaces or pertaining to the Allotted Tower Spaces shall be carried out by TTIP at its own costs.
- 14.2 PROJECT COORDINATOR: TTIP shall appoint project coordinators for coordination and commissioning of the equipment at the allotted Tower Sites.

Any instruction from/to such project coordinators shall be deemed to be instructions from/to TTIP.

14.3 NO NUISANCE ETC. TO THE PUBLIC AT LARGE: TTIP would be responsible to ensure that the operations undertaken by it at the allotted tower sites including the towers would not cause any harm/hindrance/nuisance to the public at large. It shall ensure that the allotted tower sites including the tower are only used for lawful purposes, and does not violate any rules, regulations and statutes.

14.4 GENERAL HYGIENE: TTIP shall keep the Allotted Tower Sites free from accumulation of waste materials or rubbish caused by its operations under this Agreement. TTIP shall make reasonable endeavors to remove from and about the Allotted Tower Sites waste material, rubbish, tools, construction equipment, machinery, surplus materials etc, during the course of its operations and shall be responsible for keeping the Allotted Tower Sites clean at all times.

15.0 INFRASTRUCTURE AND NETWORKS

15.1 Responsibility for Infrastructure and Networks

- (i) TTIP shall take all necessary precautions within its direct control in locating, constructing, operating and maintaining its infrastructure and network so as to prevent any hazards, troubles, interference with, or interruption to the network or services of RVPNL.
- (ii) TTIP, to the extent it can exercise its direct control shall ensure that the characteristics and methods of operation of any infrastructure or network of any other service provider sharing the same infrastructure must not:
 - a) interfere with, impair or create an unreasonable risk of interference with or impairment of the operation of RVPNL's Power or telecom network or equipment or services; or
 - b) cause or damage an unreasonable risk of damage, to RVPNL's Power/Telecom network or equipment ; or
 - c) create a hazard to the health or safety of any person ; or
 - d) impair, or create an unreasonable risk of impairment of, the privacy of any communications carried over RVPNL's network; or
 - e) interfere with the obligations of RVPNL under its License or the Law.

16.0 NOTICE OF TECHNICAL UPGRADES AND CHANGES

16.1 TTIP shall provide RVPNL prior written notice of any technical changes to its infrastructure that could affect RVPNL's assets or impact its normal power system operations. RVPNL may refuse to accept the technical changes to be

carried out in case the same will affect the activities/services of RVPNL. If it appears to RVPNL that the technical changes may be allowed with precautionary measures, the Parties shall then use their best efforts to cooperate in order to minimize any disruption to RVPNL's services.

- 16.2 In the event TTIP fails to conform to the standard technical specifications while effecting any changes/modifications in infrastructure TTIP shall be responsible for paying all of the RVPNL's reasonable costs of accommodating the such technical change. All such upgrades and planned activities shall be carried out preferably during day time between a time window of 06.00 hrs to 18:00 hrs.

17.0 ENGAGEMENT OF LABOUR AT THE ALLOTTED TOWER SITES

- 17.1 TTIP shall provide for and engage on the Allotted Tower Sites including the towers, for the purposes of installation of the equipment, such skilled, semi-skilled and unskilled labour as may be necessary for the proper and timely installation and commissioning of such Equipment keeping in view the live-line conditions. TTIP shall be at liberty to employ and engage such local labour that in its sole opinion has the necessary skills as required from time to time. TTIP shall be solely responsible for any obligations/liability arising out of such engagement of labour.
- 17.2 Unless otherwise provided in the Agreement, TTIP shall at its own expense be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the installation and commissioning of the Equipment at the Allotted Tower Sites including towers and for all payments in connection therewith required to be made to such labour.
- 17.3 TTIP shall at all times during the operation of the Agreement use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its sub contractors or other agencies deployed by them.
- 17.4 RVPNL shall have the absolute discretion to refuse access to any labour if the opinion of RVPNL the same would cause any disturbance to RVPNL activities.

18.0 TTIP's EQUIPMENT

- 18.1 Any or all of TTIP's Equipment brought by TTIP onto the Allotted Tower Sites including towers shall be deemed to be intended to be used exclusively for the performance of the Agreement. TTIP shall not remove such Equipment from the Allotted Tower Sites without RVPNL's prior written consent if in TTIP's opinion the Equipment are no longer required for the performance of the Agreement.
- 18.2 Upon the expiration or earlier termination of this Agreement, TTIP shall be entitled to remove its Equipment without causing any damage to any other equipment/structure on towers. However, TTIP shall not remove

any structural augmentation of towers carried out under the project which has the potential to endanger the tower structure integrity/safety.

19.0 SITE REGULATIONS AND SAFETY

- 19.1 TTIP shall draft and prepare Tower Regulations (the “**Tower Regulations**”) setting out the rules and regulations to be observed during the installation and commissioning of the Equipment by TTIP at the Allotted Tower Sites. RVPNL shall provide assistance, on best endeavor basis, to TTIP in the areas of its pre-established procedures, protocols, rules, best practices etc in drafting and preparing the Tower Site Regulations. The Tower Regulations shall be submitted to RVPNL for its review & reference. However, submission of such regulations by TTIP shall not absolve TTIP of any of its liabilities arising out of safety and other issues as envisaged in this Agreement.
- 19.2 The Tower regulations shall include, but shall not be limited to, rules and regulations in respect of security and safety of manpower and equipment, gate control, sanitation, medical care, and fire prevention etc.

20.0 COMPLIANCE WITH LAWS

- 20.1 During the operation of the Agreement, TTIP shall comply with all applicable laws including labour laws as may be applicable to its employees including the following as amended from time to time:
- a) Workmen Compensation Act, 1923
 - b) Payment of Gratuity Act, 1972
 - c) Employee P.F. and Miscellaneous Provision Act, 1952
 - d) Maternity Benefit Act, 1961
 - e) Contract Labour (Regulation & Abolition) Act, 1970
 - f) Minimum Wages Act, 1948
 - g) Payment of Wages Act, 1936
 - h) Equal Remuneration Act, 1979
 - i) Payment of Bonus Act, 1965
 - j) Industrial Disputes Act, 1947
 - k) Industrial Employment (Standing Orders) Act, 1946
 - l) Trade Unions Act, 1926
 - m) Child Labour (Prohibition & Regulation) Act, 1986
 - n) Inter-State Migrant workmen’s (Regulation of Employment & Conditions of Service Act, 1979
 - o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act, 1996; and
 - p) Factories Act, 1948

and the employees of TTIP and its sub-contractors shall in no case be treated as the employees of RVPNL at any point of time.

- 20.2 TTIP shall, upon request, furnish to RVPNL the details/documents evidencing TTIP’s compliance to the laws applicable to establishments engaged in building and other construction works, as may be applicable.

21.0 PROTECTION OF ENVIRONMENT

- 21.1 TTIP shall take all reasonable steps within its direct control to protect the environment on and off the Allotted Tower Sites and to avoid any damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of its methods of operation.
- 21.2 TTIP shall at all times act in accordance with all applicable environmental laws, best industry practices applicable to its business, processes and activities in relation to all matters and practices affecting or potentially affecting the environment.

22.0 SAFETY PRECAUTIONS

- 22.1 TTIP shall observe all applicable regulations regarding safety on the Allotted Tower Sites including towers.
- 22.2 TTIP shall locate its ground infrastructure especially the DG Set at least 50 meters away from the nearest Tower base member and also not directly under the Power line conductors.
- 22.3 Unless otherwise agreed, TTIP shall, from the commencement of work on the Allotted Tower Sites until the commissioning of each of the Allotted Tower Sites, provide:
 - a) fencing, lighting, guarding and watching of the works, and
 - b) temporary roadways, footways, guards and fences which may be necessary for protection of RVPNL and TTIP's representatives and occupiers of adjacent property, the public and others.
- 22.4 TTIP shall ensure proper safety of all workmen, materials, plant and Equipment belonging to it at the Allotted Tower Sites, TTIP shall also be responsible for the provision of all safety notices and safety equipment required both by the relevant legislations and RVPNL, as may be deemed necessary from time to time.
- 22.5 TTIP shall notify RVPNL in advance of its intention to bring at the Allotted Tower Sites including towers, any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazardous substances. In addition to the requirements of the applicable laws, RVPNL shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works by TTIP at the Allotted Tower Sites and TTIP shall strictly adhere to and comply with such conditions. RVPNL shall have the right at its sole discretion to inspect any such container or such construction plant/equipment for which such material in the container is required to be used and if in its opinion, its use is not safe, RVPNL shall have the right to issue instructions for restricting or prohibiting its use, as the case may be. No claim due to such prohibition or restriction shall be

entertained by RVPNL and RVPNL shall not entertain any claim of TTIP towards additional safety provisions/conditions to be provided for/constructed as per RVPNL's instructions.

- 22.6 Any such decision of RVPNL of restricting or prohibiting the use of the abovementioned materials shall not, in any way, absolve TTIP of its responsibilities and, TTIP shall be at liberty to use any alternative methods with the approval of RVPNL without any cost implication to RVPNL.
- 22.7 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, TTIP shall be responsible for carrying-out such provision and/or storage in accordance with the Applicable laws including those under the Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual (as amended from time to time) published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of RVPNL. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, TTIP shall be responsible for obtaining the same.
- 22.8 All equipment used in construction and erection by TTIP shall meet Indian/International Standards and where such standards do not exist, TTIP shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by TTIP in accordance with manufacturer's Operation Manual and safety instructions and as per guidelines/rules of RVPNL in this regard.
- 22.9 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by TTIP and will be promptly produced as and when desired by RVPNL or by the person authorised by it.
- 22.10 TTIP shall be fully responsible for the safe storage of its and its sub-contractor's/Customer's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by TTIP.
- 22.11 TTIP shall provide suitable safety equipment of prescribed standard to all its employees and workmen engaged on activities at the Allotted Tower Sites including towers and RVPNL shall have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 22.12 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules

framed under Indian Explosives Act pertaining to handling, storage and use of explosives.

- 22.13 TTIP shall provide safe working conditions to all workmen and employees at the Allotted Tower Sites including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by TTIP.
- 22.14 TTIP shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to RVPNL or other agencies under any circumstances, whatsoever, unless expressly permitted in writing by RVPNL to handle such fuses, wiring or electrical equipment
- 22.15 Before TTIP connects any electrical appliances to any plug or socket belonging to the other agencies or RVPNL, TTIP shall:
- a. have to obtain separate electrical connection from the concerned Discom
 - b. ensure appliance is in good working condition;
 - c. inform RVPNL of the maximum current rating, voltage and phases of the appliances;
 - d. obtain permission of RVPNL detailing the sockets to which the appliances may be connected.
- RVPNL shall have the right to not grant permission to connect until it is ensured that;
- a. The appliance is in good condition and is fitted with suitable plug;
 - b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 22.16 No electric cable in use by RVPNL shall be disturbed or interfered with without the prior permission of RVPNL. No weight of any description will be imposed on any cable and no ladder or similar equipment by TTIP which will rest against or attached to it.
- 22.17 No repair / installation work shall be carried out on any live equipment on the ground. The equipment must be declared safe by RVPNL and a permit to work shall be issued by RVPNL before any repair/installation work is carried out by TTIP. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by TTIP to electricians/workmen/officers.
- 22.18 TTIP shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain its Equipment installed at the Allotted Tower Sites.
- 22.19 TTIP, if employing more than 250 workmen, whether temporary, casual, probationer, regular or permanent or on agreement, shall employ at least one full time officer exclusively as safety officer to supervise safety

aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through sub-contractors/its Customers, the sub-contractor's/Customer's workmen /employees will also be considered as TTIP's employees/workmen for the above purpose.

- 22.20 The name and address of such Safety Officers of TTIP will be promptly informed in writing to RVPNL with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Agreement.
- 22.21 In case any accident occurs during the construction/erection/ installation of antenna or any equipment or other associated activities undertaken by TTIP thereby causing any minor or major or fatal injury to its employees due to any reason, whatsoever, it shall be the responsibility of TTIP to promptly inform the same to RVPNL and also to all authorities envisaged under the law.
- 22.22 RVPNL shall have the right at its sole discretion to stop the work, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, TTIP shall be informed in writing about the nature of hazards and possible injury/accident and it shall comply to remove shortcomings promptly. TTIP after stopping the specific work shall have the right to appeal against the order of stoppage of work to RVPNL within 3 days of such stoppage of work and decision of RVPNL in this respect shall be conclusive and binding on TTIP.
- 22.23 TTIP shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided above.
- 22.24 It is mandatory for TTIP to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

Safety Rules

- a) Each employee shall be provided with initial indoctrination regarding safety by TTIP, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.

- e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
 - f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - g) The staircases and passageways shall be adequately lighted.
 - h) While working on heights especially on Power Towers, each personnel deployed by the TTIP or his subcontractor must necessarily wear safety gear such as Safety Belts and safety helmets etc. Similarly, TTIP's/his subcontractor's personnel when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
 - i) TTIP or his subcontractor's personnel must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
 - j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gumboots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
 - k) In case of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.
- 22.25 TTIP shall follow and comply with all RVPNL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and RVPNL Safety Rules referred above, the latter shall be binding on TTIP unless the statutory provisions are more stringent.
- 22.26 If TTIP fails in providing safe working environment as per RVPNL Safety Rules or continues the work even after being instructed to stop work by RVPNL as provided above, TTIP shall promptly pay to RVPNL, on demand by RVPNL, compensation at the rate of Rs. 2,500/- per day of part thereof till the instructions are complied with and so certified by RVPNL, without prejudice to the other rights of RVPNL. However, in case of accident taking place causing injury to any individual, the provisions contained in following clauses shall also apply in addition to compensation mentioned in this clause.
- 22.27 If TTIP does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by RVPNL or under the applicable law for the safety of the equipment and plant or for the safety of personnel or TTIP does not prevent hazardous conditions which cause

injury to his own employees or RVPNL's employees or any other person who are at Site or adjacent thereto, then TTIP shall be responsible for payment of a sum as indicated below to be deposited with RVPNL, which will be passed on by RVPNL to such person or next to kith and kin of the deceased, without prejudice to either RVPNL or such other person's additional claim:

a.	Fatal injury or accident causing death	Rs. 1,000,000/- per person
b.	Major injuries or accident causing 25% or more permanent disablement	Rs. 100,000/- per person

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The amount to be deposited with RVPNL and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case TTIP does not deposit the above mentioned amount with RVPNL, such amount shall be recovered by RVPNL from any monies due or becoming due to TTIP under the Agreement or any other on-going Agreement.

23.0 REPRESENTATION & WARRANTIES

23.1 The representations and warranties of the Parties set out in this clause shall survive the execution of this Agreement and its related documents and both Parties acknowledge that they have entered into this Agreement and other related documents in full reliance upon the representations and warranties as mentioned below:

- a) The respective infrastructure provided by TTIP pursuant to this Agreement shall be of good quality and consistent with best industry practices.
- b) TTIP is a company duly formed and validly existing under the laws of India and have all the requisite corporate power, authority and necessary Licenses and other related documents to execute and perform this Agreement.
- c) TTIP has the power to enter into and perform transactions contemplated by this Agreement and its other related documents and have taken all necessary corporate action and approvals to authorize the execution and delivery of this Agreement and other related documents to which it is or will become a party. Additionally, the obligations of TTIP there under constitute legal, valid and binding obligations, enforceable in accordance with its terms.
- d) The entry into and performance of this Agreement shall not violate any judgment, law or any other related document applicable to this Agreement.

- e) Neither this Agreement nor any other related document shall contain any untrue statement of a material fact or omit to state a material fact.
- f) TTIP has not occurred and nor is continuing or will occur any event of default as a result of the execution or performance of this Agreement or any other related document to which it is a party.
- g) TTIP is not party to any agreement, instrument, charter or other corporate restriction which individually or in aggregate might have a material adverse effect on this Agreement.
- h) TTIP is solely responsible and liable for payment of all and any costs and liabilities associated with employment of its employees and, or its sub-contractors, who are deployed for undertaking the activities by TTIP at the Allotted Tower Sites, including but not limited to salary, income tax, Central Provident Fund contributions, insurance, workmen's compensation, the Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act, 1936, Indian Stamp Act, 1899, traffic and other infringements. TTIP shall also ensure compliance with the requirement of the Contract Labour (Regulation and Abolition) Act, and shall bear the responsibility to submit details of all compliances and all forms to RVPNL as and when required. RVPNL shall not be liable in any manner whatsoever for any non compliance on part of TTIP of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by TTIP.
- i) Any change of management or ownership of TTIP or change in the exercise, control or holding, whether directly or indirectly such as a merger, acquisition etc, of TTIP shall have no effect on the performance of this Agreement. In the event of any such change TTIP shall ensure that rights of RVPNL are not impaired in any manner whatsoever.
- j) TTIP shall install the Equipment as per standard safety norms, International aviation requirements and government regulations. All the Allotted Tower Sites shall be designed/operated as per the RERC /TEC/IIT/C-DOT or approved by any appropriate authority and copy of the approval has to be mandatorily made available to RVPNL in respect of each such Allotted Tower Site.
- k) The Parties shall, at their expense, comply with all laws, orders ordinances, regulations and directives of applicable central, state and municipal authorities and regulatory agencies, including without limitation, the DOT and Telecom Regulatory Authority of India for respective equipments owned and activities undertaken under this Agreement.
- l) TTIP shall provide compensation only for the actual losses incurred to the equipment of RVPNL at the Allotted Tower Sites, if the same is caused due to reasons directly attributable to TTIP or its customers.

24.0 CONFIDENTIALITY

- 24.1 Either Party shall keep confidential any information shared under this Agreement and all information not at present in the public domain used in or otherwise relating to the business, customers or financial or other affairs of the other Party (the “**Confidential Information**”) and shall not divulge the same to any third party without the prior written consent of the other Party, unless such Confidential Information:
- i) is in the public domain at the time of disclosure;
 - ii) comes into public domain other than as a result of wrongful act or omission on part of either Party;
 - iii) is disclosed to either Party by a third party in circumstances which do not involve a breach of any obligation of confidentiality owed to the other Party;
 - iv) is required to be disclosed by any government authorities or a court of law.
 - v) is considered necessary by either Party to be disclosed to its professional advisers, auditors, Customers and bankers provided that it does so on a confidential basis.
- 24.2 Either Party shall not disclose the Confidential Information including the Tower Details collected and provided by TTIP such as Latitude/Longitude etc. to any third parties, even after the termination/expiry of the Agreement without the prior written consent of the other Party.
- 24.3 TTIP acknowledges that all information relating to RVPNL, whether recorded in RVPNL’s database or otherwise, is confidential to RVPNL and that any ownership in respect of such information vests with RVPNL.
- 24.4 TTIP shall ensure that all of its employees associated with TTIP’s activities on the Allotted Tower Sites under this Agreement shall comply with the terms of the non-disclosure agreement, if any, between the Parties.
- 24.5 TTIP shall, on request from RVPNL and, in any event, on the expiry or termination of this Agreement, return to RVPNL all documents, notes and other materials obtained directly or indirectly from RVPNL or any of RVPNL’s related corporations, or prepared by or for or on behalf of ,RVPNL which contain any trade secret and confidential information belonging to RVPNL or any of RVPNL’s related corporations, including all copies of such documents, notes and other materials.

25.0 Force Majeure

- 25.1 If at any time, during the operation of this Agreement, the performance in whole or in part, by either Party, of any obligation under this Agreement is prevented or delayed, by reason beyond the control of the Parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, security agencies, explosion, epidemic, quarantine restriction, strikes and lockouts and tower failure (as are not limited to the establishments and facilities of the parties), fire, floods,

earthquakes, natural calamities or any act of god (as the “**Event**”), provided notice of happenings of any such Event is given by the affected Party to the other, within twenty one (21) days from the date of occurrence thereof, neither Party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance of such obligation under the Agreement. Provided that the respective activities under this Agreement shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist.

In the event of a Force Majeure, the affected Party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected Party after notifying the other Party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the Party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither Party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

26. GOVERNING LAW

- 26.1 This Agreement shall be governed by the laws in India and courts in Jaipur (Rajasthan) only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

27. Dispute Resolution

- 27.1 Any and all disputes or differences between the Parties hereto arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation in good faith. If the negotiations do not resolve the dispute/s to the reasonable satisfaction of Parties, then each Party shall nominate one senior officer as its representative. These representatives shall, within 15 (fifteen) days of a written request by either Party to call such a meeting at Circle/Zonal office of RVPNL, meet in person and shall attempt in good faith to resolve the dispute.
- 27.2 If the disputes cannot be resolved by such senior officers in such meetings, such disputes or differences shall be submitted to the CMD, RVPNL at the request of either of the Parties upon written notice to that effect to the other.
- 27.3 Even than the dispute is not resolved than the either party is free to move to Courts situated in Jaipur (Rajasthan)

28. TERMINATION

- 28.1 Either Party shall have the option of terminating this Agreement by serving sixty (60) days notice to the other Party, in writing if the other Party:

- (a) commits a material breach of this Agreement capable of being remedied, and fails to remedy such breach within 30 days of a written notice communicating such breach; or
- (b) commits a material breach of this Agreement which cannot be remedied; or
- (c) is repeatedly in breach of this Agreement; or
- (d) is no longer allowed to provide the requisite services/undertake activities under the respective licenses/approvals/permissions issued by the Department of Telecommunications (DoT)/ RERC or any Government Regulations or decree or the same is cancelled, terminated or withdrawn during the operation of the Agreement; or
- (e) is declared bankrupt or goes into liquidation/ insolvency during the operation of the Agreement.
- (f) is unable to pay CARC/VARC or other payments to RVPNL as agreed between the TTIP and RVPNL for a continuous period of 3 months
- (g) In case TTIP is unable to generate any revenue at all from its envisaged business using the tower pool for a continuous period of 2 (two years) from the date of signing this Agreement, RVPNL shall reserves the right to cancel entire allotment and reclaim all the allotted tower spaces

29. EFFECT OF TERMINATION

- 29.1 The termination of this Agreement for any cause shall not release either Party hereto from any liability, which at the time of termination has already occurred to the other Party or which hereafter may occur in respect of any act or omission prior to termination. Further, RVPNL shall not be liable for any unexpired /running contracts of TTIP with third parties (i.e. Customers etc.) in such a case.
- 29.2 Ownership of all equipment and accessories installed and commissioned under this Agreement shall always remain with the respective Parties.
- 29.3 Notwithstanding anything contained herein, in the event of termination of Agreement, the Allotted Tower Spaces shall be vacated by TTIP by removing the equipment installed by him and handing the tower space back to RVPNL within a period of Three (3) months from the date of termination of the Agreement. However, any tower structural augmentation installed by the TTIP shall not be allowed to be removed.
- 29.4 Notwithstanding anything contained herein, the termination or expiration of this Agreement shall not relieve or release TTIP from making undisputed payments which it might owe to RVPNL under the terms of the Agreement.

30. NO PUBLICITY

30.1 Neither Party shall use the name, logos, trademarks, service marks, or other proprietary identifying symbols of the other Party in any press release, public statement, advertising, signage, marketing materials, brochures, or other materials in any medium without the other Party's prior written consent from an authorized representative of such Party. Any such permitted use shall comply with the guidelines or instructions provided by the other Party. A Party may revoke such consent at any time for any reason upon written notice to the other Party.

31. INTELLECTUAL PROPERTY RIGHTS AND USE

31.1 Nothing contained in this Agreement shall be deemed to confer on either Party any rights or license in the intellectual property/IPR of the other Party.

32. RELATIONSHIP

32.1 This Agreement is on a principal to principal basis and does not create any employer-employee relationship between the Parties. TTIP, its employees, agents and representatives shall undertake its activities at the Allotted Tower Sites as an independent entity and nothing contained herein shall be deemed to create any partnership or relationship of principal and agent between Parties and/or its representative's employees and agents.

32.2 At no time shall TTIP represent to any third party that the scope of its association with RVPNL extends beyond the scope of this Agreement. Persons employed by TTIP shall be under the sole and exclusive direction and control of TTIP and shall not be considered employees of RVPNL for any purpose.

32.3 Each Party shall employ and issue its own identity cards to its employees, sub contractors and representatives for carrying out its obligations under the Agreement. Persons so employed shall have no claim either for employment or for all contractual and statutory payments, including wages and salaries to its own employees. Each Party shall be solely responsible for all claims of own its employees, subcontractors and representatives.

33. NO CHARGE OR LIEN

33.1 This Agreement shall not create any charge, lien or right in favour of RVPNL over any equipment installed and placed by TTIP upon any of the Allotted Tower Sites pursuant to this Agreement and shall remain the property of TTIP. This Agreement shall not create any charge, lien or right in favour of TTIP over any of equipment installed at the Allotted Tower Site including passive infrastructure including the towers of RVPNL and all equipments placed by RVPNL upon any of the Allotted Tower Sites pursuant to this Agreement shall remain the property of RVPNL.

34. ASSIGNMENT

- 34.1 TTIP shall not assign this Agreement including any rights or obligations hereunder to a third party without the prior written consent of RVPNL.
- 34.2 Should any loan / financial agreement(s) require TTIP to assign this Agreement including rights and obligations hereunder to a bank / credit agency, or if any partial assignment is necessary to be made to any insurer in terms of Insurance Policy, RVPNL shall give its consent in such cases.

35. INSURANCE

- 35.1 TTIP shall procure and maintain during the operation of this Agreement insurance for all its Equipment installed, commissioned and maintained at the Allotted Tower Sites. Sufficient third party liability insurance shall be taken up by TTIP and the insurance coverage value shall be increased by TTIP with the increase in the number of Allotted Tower Sites as and when required to cover any mishap at/due to the Allotted Tower Site/Equipment.
- 35.2 A copy of the certificates of insurance or certificate of policy shall be provided by TTIP to RVPNL .
- 35.3 Insurance for equipment (deployed on the Allotted Tower Sites) that is owned by TTIP's Customers will be procured and maintained by the Customers.

36 APPROVALS

- 36.1 TTIP shall obtain prior engineering clearance from RVPNL for every requested Tower Site in the tower pool before deploying the solution. Such clearance shall not be unreasonably withheld by RVPNL.
- 36.2 Both Parties shall be responsible to obtain their respective permissions and regulatory approvals for the use of or in respect of Allotted Tower Sites
- 36.3 TTIP shall be responsible for obtaining Standing Advisory Committee for Frequency Allocation (SACFA), Wireless Planning Commission (WPC) clearance and such other clearance as may be required to be obtained individually for providing services to its Customers.
- 36.4 Notwithstanding the foregoing, in the event that any central, state or local governmental body, require the Parties to modify the plans and specifications to obtain a governmental approval, the Parties may modify such plan and specifications with prior intimation to other party.

37 NON-EXCLUSIVITY AND PRE-EMPTIVE RIGHTS

- 37.1 The right granted to TTIP under the Agreement shall be non exclusive, that is, RVPNL shall have the right to grant similar rights to any other party after a period of 10 (ten) years from the date of execution of this Agreement subject to clause 1.2.

- 37.2 TTIP shall provide services on an exclusive and/or non-exclusive basis to its Customers. TTIP may provide services at the allotted tower sites to any its customers without causing any disturbance to the services of RVPNL/existing tenants/telecom service providers.

38 STATUTORY COMPLIANCES

- 38.1 TTIP shall be entirely responsible for the deployment of necessary resources, Equipments and facilities etc. and ensure that its obligations under this Agreement are rendered/delivered, through its permanent employees and other authorized representatives, consultants, sub contractors, agents etc. RVPNL shall not be liable in any manner whatsoever for any non-compliance on part of TTIP of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by TTIP if such non-compliance is attributable to TTIP.
- 38.2 TTIP shall maintain requisite records, registers and books of accounts etc. which are obligatory under applicable law to the Allotted Tower Sites and business of TTIP and shall provide such information as may be required under any law to any authority and to RVPNL if it is so required.

39 NO WAIVER BY BOTH PARTIES

- 39.1 The forbearance of either party to exercise any remedies available under this Agreement shall not constitute a waiver of the ability to exercise those remedies for the same or subsequent defaults. No provision in this Agreement or any related document will be deemed to have been waived by either party unless the Waiver is in writing and signed by the Party against whom enforcement is attempted.
- 39.2 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement of such right or remedy.

40 ACKNOWLEDGMENTS

- 40.1 TTIP and RVPNL acknowledge that:
- a. Neither is the legal representative, agent , joint venture or partner of the other for any purposes; and
 - b. neither of them has any right or authority to assume or create any obligations of any kind or to make representation or warranties whether express or implied, on behalf of the other or to bind the other in any respect.
- 40.2 TTIP further acknowledges that neither it nor its employees, agents or representative shall be entitled to make representations or give or purport to

give warranties to a third party either on their own behalf or on behalf of RVPNL other than as authorized by RVPNL in writing.

41 NOTICES/COMMUNICATIONS

- 41.1 All notices or other communication referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by fax or courier to that Party at its address set out below:

In case of TTIP

To: Chief Executive officer
TTIP

Or to such other address as TTIP may, from time to time, direct in writing.

In case of RVPNL:

To: **Superintending Engineer (MIS)**
Rajasthan Vidyut Prasaran Nigam Ltd.
Shade no 8/2, Vidyut Bhawan, Janpath
Jaipur

Or to such other at such address as RVPNL may, from time to time, direct in writing.

42 Entire Agreement

- 42.1 This Agreement along with the Annexures constitutes the entire Agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or Agreements between the parties.

43 Amendment

- 43.1 This Agreement may be amended or modified only with the mutual written consent of the Parties.

44 GENERAL LIMITATION OF LIABILITY

- 44.1 Except as expressly provided in the Agreement, neither Party shall in any event be liable to the other Party under this Agreement for loss of business or profit or any other indirect, incidental or consequential damages.

45 SEVERABILITY

- 45.1 If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any court of law or any administrative authority of competent jurisdiction, the remaining provisions of this Agreement to the extent permitted by law shall remain in full force and effect.

46 HEADINGS

46.1 The headings in the Agreement are included for ease of reference only, and shall neither constitute a part of the Agreement nor affect its interpretation.

47 COUNTERPARTS

47.1 This Agreement shall be executed in two (2) original copies in English, each of which when executed shall constitute an original of this Agreement but both original counterparts shall together constitute the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above mentioned.

For TTIP

For RVPNL

WITNESSES:

1

WITNESSES:

1

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