

# STARTUP ODISHA



REQUEST FOR EXPRESSION OF  
INTEREST (REOI)  
FOR  
INSTALLATION OF MULTI-SERVICE NETWORK  
ENHANCERS FOR MOBILE AND  
TELECOMMUNICATIONS  
IN  
O-HUB CAMPUS, BHUBANESWAR

**REF. NO.:** SO/IV/2023-24/235/2560

**DATE:** 16/11/2023

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**REQUEST FOR EXPRESSION OF INTEREST FOR INSTALLATION OF NETWORK**  
**ENHANCER FOR MOBILE & TELECOMMUNICATION AT O-HUB**

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**DATASHEET AND IMPORTANT DATES**

<b>REOI No.</b>	SO/IV/2023-24/235/2560
<b>Name of Work</b>	Installation of Mobile / Telecom Tower
<b>Location</b>	O-Hub Campus at SEZ Road, Chandaka Industrial Estate, near Infocity, Patia, Bhubaneswar 751024
<b>Monthly base rate of license fee</b>	Rs. 100/- (Rupees Hundred Only) per sq. m.
<b>EMD Amount</b>	Rs. 10,000/- per Tower
<b>Place of Submission of Tender</b>	Startup Odisha, 2 <sup>nd</sup> Floor, O-Hub (Odisha Startup Incubation Centre). SEZ Road, Chandaka Industrial Estate, near Infocity, Patia, Bhubaneswar 751024
<b>IMPORTANT DATES</b>	
<b>REOI issue Date</b>	16/11/2023
<b>Last Date and Time for submission of Pre-Bid Queries in Prescribed Format</b>	21/11/2023; 5:30 PM
<b>Pre-Bid Meeting</b>	[22/11/2023; 12:00 PM] At: Startup Odisha, 2 <sup>nd</sup> Floor, Tower 'A', O-Hub, Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, near Infocity, Bhubaneswar 751024
<b>Last date of Issue of Clarifications/Corrigendum</b>	25/11/2023
<b>Last Date for Bid Submission &amp; Time</b>	12/12/2023 by 5:30 PM
<b>Pre-Qualification &amp; Technical Bid Opening</b>	13/12/2023 at 11:30 AM
<b>Financial Bid Opening</b>	13/12/2023 at 5:00 PM
<b>Results</b>	will be intimated later on

\_\_\_\_\_ (Signature of the Authorized Representative of the Bidder)

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**NOTICE INVITING EXPRESSION OF INTEREST**

Startup Odisha was established with the extant purpose of nurturing and promoting the startup and innovation ecosystem of the state, by the MSME Department and was imparted controlled independence through incorporation under Section 8 of the Companies' Act, 2013.

To provide a better and unfaltering mobile telecom network to the Startup, Enabler and Tenant community of O-Hub, Startup Odisha intends to allow the installation of network enhancer at O-Hub. Accordingly, sealed Expressions of Interest (hereinafter referred to as the EOI) are invited on behalf of Startup Odisha from interested parties for installing such network enhancers at O-Hub Campus.

- A. The REOI document is available on Startup Odisha's website at [www.startupodisha.gov.in](http://www.startupodisha.gov.in) from where it can be downloaded.
- B. The duly filled EOI form, as prescribed, should be delivered, duly sealed, to Startup Odisha by 5:30 PM on 12/12/2023.
- C. The EOIs will be opened on the date, time and venue as mentioned on Page-4 of this document in the presence of the designated Committee of Startup Odisha and the authorized representative(s), if any, of the parties submitting the EOI. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
- D. The REOI document consists of the guidelines for submitting the EOI and draft agreement including the General Terms & Conditions
- E. Startup Odisha reserves the right to accept/reject any or all EOIs without assigning any reasons, whatsoever.

Sd/-

Chief Administrative Officer

Copy To:

1. PS to Executive Chairman
2. Chief Financial Officer
3. Senior Mission Associate (A&O)
4. Startup Odisha Website

\_\_\_\_\_ (Signature of the Authorized Representative of the Bidder)

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**APPENDIX A. GUIDELINES, INSTRUCTIONS AND INFORMATION**  
**FOR SUBMISSION OF EOI**

**1.1 Introduction**

1. The REOI is for installation of network enhancer at O-Hub for which, the area/place would be earmarked and wherein, the firm whose EOI is finally accepted, shall install and arrange for smooth and uninterrupted availability of Mobile Telephony Network. The location of each individual site, its exact measurement etc. would be described in a separate annexure at the time of signing of the contract agreement.
2. The network enhancers are proposed to be setup/installed at the rooftop and the firm whose EOI has been finally accepted, shall be liable to provide and arrange for round the clock maintenance and uninterrupted operation of the pole(s). The number of proposed network enhancers to be installed is only tentative and may subsequently be changed as per requirement. If such is the case and Startup Odisha wishes installation of any less or more number of network enhancer, the party to whom the contract for installation of RTPs, shall be bound to install such number of towers on the same terms and conditions as are stipulated in this REOI document.
3. The parties intending to submit the EOI are advised to go through the entire document thoroughly before submitting the EOI. The detailed terms and conditions of the contract to be entered into and signed by the respective parties after acceptance of the EOI of the successful party are stipulated in Appendix-B of this REOI document.
4. The EOI must be submitted in the duly downloaded form of document only. The EOI submitted in any other format and/or with any alteration or modification would be summarily rejected.
5. Each and every page of the EOI must be signed by the competent person duly authorized by the firm. The firm submitting the EOI shall invariably attach the said authorization/ Board resolution in case of the company, in favour of the person signing the EOI on behalf of the firm.
6. Any EOI not signed on each page and without authorization may be liable for being rejected.

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7. Any overwriting or cutting in the EOI document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reasons, the same must be duly attested by the person signing the EOI document.
8. Conditional EOIs shall not be accepted.
9. The person submitting the EOI should also give his/her full permanent as well as temporary address in Annexure 1 and should also furnish/attach proof thereof.
10. The Firm whose EOI is accepted, shall be liable to submit a Rs.100/- non-judicial stamp paper at its own cost to the Dean of Digital Infrastructure and Automation for preparing the contract agreement to be signed by the both the parties.
11. Any term or condition of the REOI document may be changed by notifying the same on STARTUP ODISHA's website before the closing date for submission of EOIs. However, in case of any such change being affected, the date/time for submission of EOIs would be adequately enhanced to enable the interested parties taking into account the necessary changes, if deemed necessary. As such, all the parties interested in submitting the EOIs should keep watching the website in this regard.

**1.2 Eligibility Criteria**

1. The firm submitting the EOI must be a reputed company/firm/agency and must be having 03 years' experience in the similar business.
2. The firm should have valid RTP/RTT/GBT license issued by Government of Odisha under Odisha Telecommunications Policy, 2017.
3. The firm submitting the EOI must have installed at least **05 (five)** network enhancers in Odisha circle.
4. Firm must possess valid GSTIN registration in the State of Odisha.
5. The firm submitting the EOI should have no litigation, whatsoever, pending with any establishment/Govt. regarding its business. However, in case of any litigation existing as such, the details thereof must be submitted along with the EOI document.

**1.3 Earnest Money Deposit (EMD) and Tender**

1. Every EOI must be attached with an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten thousand) per tower in the form of Demand Draft of

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any scheduled bank, in favour of "Startup Odisha, payable at Bhubaneswar".

Any EOI not accompanied by the EMD, shall be summarily rejected.

2. The EMD must be valid for three months from the date of submission of EOI.
3. The earnest money of the successful firm will be liable to be forfeited as liquidated damages in the event of any evasion, refusal, or delay on its part in signing the agreement after the acceptance of its EOI.
4. The earnest money of the firm who withdraws its EOI in breach of conditions mentioned in EOI document will also be liable to forfeiture.
5. The EMD of unsuccessful firms shall be refundable to them after completion of the EOI acceptance process. However, the same may be refunded after 30 days from the last date of submission of EOI, subject to the written request made in this behalf by the respective firm having submitted the EOI.
6. The EMD of the firm whose EOI is finally accepted, may be returned after the deposit of the due security money as stipulated in the Terms & Conditions in Appendix B.

**1.4 EoI Processing Fees**

The participating firms are required to pay a non-refundable Rs.1,000/- [Rupees One thousand only] towards Bid Processing Fees in the form of Demand Draft drawn in favor of "Startup Odisha, Bhubaneswar". In case of non-submission of said processing fee, the EoI will be rejected.

**1.5 Documents to be attached with the EOI**

1. Income Tax Registration Certificate/PAN No.
2. Copy of Partnership Deed besides the Power of Attorney (in case of a Partnership firm) or copy of memorandum and articles of association along with the resolution of the Board (in case of a Company).
3. Firm/Company Registration Certificate.
4. GSTN Certificate
5. Proof of Experience in form of Work Order/Completion Certificate
6. Copy of license issued by Govt. of Odisha under Odisha Telecommunications Policy, 2017
7. Turn-over Certificate for last three years (10 times of estimated contract value) from a Chartered Accountant

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8. Gross Financial Turn over for the last three year (should be at least 10 times of estimated contract value) along with Audited balance sheet and profit and loss accounts
9. Proof of satisfactory performance of already installed network enhancers in any Pvt./Govt./PSU.
10. Details / particulars of the firm submitting the EOI in Annexure- 1&2
11. Undertaking & offer of License Fee in Annexure-2
12. Total no. of network enhancers already installed and functioning overall and in Odisha Circle.
13. DD Towards EMD.

The firm submitting the EOI must attach the EMD and copies/self-attested copies of the aforementioned documents along with the EOI. Any EOI not accompanied by any of such documents would be liable for rejection. All the documents should be attached mentioning the details thereof in a separate sheet.

**1.6 Submission of EOI**

1. The EOI shall be submitted in two parts i.e. (i) Technical bid (ii) Financial bid in the following manner:
  - a. **Technical Bid:** Technical bid shall consist of entire EOI document i.e. Appendix-A, Appendix-B and Annexure-1 along with all supporting documents be attached. The technical bid shall be submitted in a sealed envelope, superscripted "TECHNICAL BID". Also mention the name of the work / service for the EOI submitted.
  - b. **Financial Bid:** Financial bid shall be submitted in Annexure-2. It must be submitted in a sealed envelope, superscripted "FINANCIAL BID". The base rate of monthly License fee for bidding is Rs.100 per sq.m. as on the date of submission of bid. As such, the bidders must quote their financial bid over and above the said base rate. The bid submitted below the base rate shall not be entertained and be summarily rejected.
2. Both the sealed envelopes (Technical bid & financial bid) should be kept in a third sealed envelope superscribed "EOI FOR INSTALLATION OF NETWORK ENHANCER AT O-HUB CAMPUS".
3. The EOI must be submitted in sealed envelopes by 5:30 PM on 12/12/2023 at the latest. Any EOI received after the aforesaid date and time shall be



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summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect that delay in submission has been caused due to postal lapse etc., shall be entertained.

4. The EOI shall remain valid for six months from the date of its submission. After submission of the EOI, it shall be deemed that the firm has undertaken to keep its EOI open for acceptance for the entire period of 180 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the Licensee at a later date, the firm concerned shall not be competent to refuse.

**1.7 Opening of EOIs**

1. Technical bid will be opened on the date, time and venue as mentioned on Page-3 of the document in the presence of a designated committee of Startup Odisha and authorized representative(s), if any, of the respective parties. The parties will be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
2. Financial bid will be opened on the date, time and venue as mentioned on Page-3 of the document. The financial bids of only those parties who qualify in technical bid evaluation by the committee shall be opened.

**1.8 Acceptance/Non-Acceptance of EOIs**

1. The EOIs that do not fulfil any of the above conditions or are incomplete in any respect would be liable to be rejected.
2. STARTUP ODISHA reserves the right to accept or reject any or all EOIs without assigning any reasons thereof and the party submitting EOI shall have no right, whatsoever, to challenge the same.

**1.9 Award and Signing of Contract**

1. STARTUP ODISHA would provide space for installation of the network enhancer, however, the same would be provided on License for which the party to whom contract is awarded, shall be liable to pay to STARTUP ODISHA the License Fee as may be determined from time to time at its sole discretion by STARTUP ODISHA or at the higher rate offered by the party. The present monthly base rate of License Fee for installation of network enhancer is Rs.

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100/- per sq. mtr. in O-Hub campus. The evaluation committee shall be considering the experience, goodwill, existing number of installed towers and every other information provided in technical bids, to decide the technical qualification of the bids.

2. However, every party is required to quote the License Fee in the given format i.e. Annexure-2 either at the present monthly base rate of license fee i.e. Rs. 100/- per sq.m. or at any higher rate than the rate prevailing presently, for such pieces of open land for installation of the towers. Such higher rate of license fee, if any, duly quoted by the technically qualified parties would be taken into consideration to decide the award of contract.
3. The party, whose EOI is finally accepted, shall be bound to sign a contract agreement within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its EOI may be annulled at the discretion of STARTUP ODISHA.
4. If the party to whom the contract is finally awarded, fails to sign the Contract Agreement and/or fails to implement the same after signing the Agreement, STARTUP ODISHA would be at liberty to award the contract to next party as it may deem appropriate.

Signature on behalf of the Firm\_\_\_\_\_

Full Name of the Signatory\_\_\_\_\_

Full Address & Telephone/Mobile No.\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seal\_\_\_\_\_

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**APPENDIX B. DRAFT AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Between**

**Startup Odisha**, an entity registered by Department of MSME, Govt. of Odisha as a Section 8 Company under the Companies Act, 2013 for implementation of Odisha Startup and Innovation policy, as well as for consolidating the state's Startup and Innovation Ecosystem, having its CIN: U91990OR2021NPL036045 and corporate Registered Office at 2nd Floor, Tower A, Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, Bhubaneswar 751024 represented by its Authorized Signatory, \_\_\_\_\_ (hereinafter referred to as "**Startup Odisha**" or "**Licensor**" which expression shall, unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors) of the **FIRST PART**.

**And**

\_\_\_\_\_, a Company incorporated under the provisions of Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and corporate office at \_\_\_\_\_, acting through its Authorized Signatory Shri \_\_\_\_\_ vide Board resolution dated \_\_\_\_\_ (hereinafter referred to as the "Licensee or contractor"), which expression unless repugnant to the context and/or meaning thereof, includes its successors and permitted assigns, of the Second Part.

**Whereas**, the Licensor is a custodian of the O-Hub Campus, from where it operates, and where it accommodates Startups and Enablers of the Ecosystem.

**Whereas** the Licensor installed one or more number of network enhancer(s) to enable seamless voice and data mobile telephony network within its campus at designated land areas to be given on license through competent mobile tower companies.

\_\_\_\_\_ (Signature of the Authorized Representative of the Bidder)

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**And whereas,** the Licensor has complete authority through designation for carrying out such permanent fixtures/installations/construction which do not alter the concept of the design of the built-up structure and are in the interest of the occupants of the structure and the campus.

**And whereas,** the Licensor had accordingly invited Expressions of Interest (hereafter referred to as the EOI) from the interested parties having the technical capability, competence and know how along with the related infrastructure.

**And whereas,** out of the Expressions of the Interest received from the interested parties, the EOI of M/s ..... has been found to be the most suitable.

**And whereas,** after considering all the aspects of the matter, both the parties have read, understood, and consented/agreed to the terms, conditions and stipulations provided in the EOI document and to enter into a contract agreement to establish the said network enhancers on the premises of O-Hub.

**Now therefore,** this deed of agreement witnesses, and the parties hereto agree to the terms and conditions set forth as hereunder:

**Terms and Conditions of the Contract**

**1.1 Scope of Contract**

1. The scope of contract comprises installation of network enhancer and operating them to enable round the clock availability of uninterrupted mobile telephony network besides other facilities as may be incidental to.
2. The scope of contract also includes the necessary manning of the sites by the contractor with full costs to be borne by the contractor itself.
3. It is a term of the contract that the RTPs shall be shared poles and the contractor shall in variably include, but not limited to the Airtel, Vodafone-Idea, Jio besides others, if any, to facilitate all the Mobile Telecom operators and to enable them in providing smooth mobile telephone services/network on the campus.

**1.2 Definitions**

1. In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise:
  - a. "Client" means Startup Odisha through its Executive Chairman or Representative.
  - b. "Executive Chairman" means the Executive Chairman of Startup Odisha.
  - c. "AO" means the Office of Administration and Operations of Startup Odisha.
  - d. "Contractor" means the person or persons, firm or company whose EOI has been accepted by the Client and contract has been awarded and

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includes the contractor's authorized representatives, successors and permitted assigns.

**1.3 Documents Forming the Contract**

Appendix A, i.e., the Guidelines for submission of EOIs, Appendix B, i.e., terms and conditions of the contract including Annexure-1&2, the letter containing offer of award of contract issued by the Client to the successful firm and the acceptance letter submitted by the successful party in this regard, shall be integral parts of this contract.

**1.4 Duration of the Contract**

The duration of contract will be for FIVE YEARS from the date of signing of the contract.

**1.5 License Fee, Electricity Charges and Other Provisions for Licensed Premises**

1. The contractor shall be liable to pay the license fee regularly by 7th of each successive month on total measured square meter basis for all the licensed premises. The total area allotted / licensed to the contractor shall be duly measured by the Client and communicated in writing by the Client. The License Fee would be at the rate determined by the Client or at the rate offered by the contractor in its EOI and which shall be subject to change from time to time at the discretion of the Client. GST and other applicable taxes shall be paid extra by the licensee. Cleaning charges amounting Rs.500/- per month also be paid extra.
2. The quoted license fee shall be applicable for one telecom service providing company (i.e. the first telecom operator) only. The installed network enhancer shall be a shared tower with multiple telecom operators. As such, for each of the other telecom operators whose network facilitation systems for the Client campus would be installed besides that one of the first telecom operator, the contractor shall be bound to pay an additional license fee @ 50% of the normal/basic license fee agreed upon under this contract, duly rounded off to the multiple of next hundred. The normal/basic license fee is presently **Rs. 100/- per sq. m.** per month which, however, would be subject to revision from time to time. The Client shall provide access to the contractor round the clock on all days to the allotted location without any hindrance.
3. The contractor shall be bound to invariably intimate the Client of every Telecom company/operator other than the first one for whom the initial basic/normal license fee is to be applicable and who is provided access of Tower facility in addition to the first telecom operator, and which include the Airtel, JIO and Vodafone-Idea telecom companies besides other ones.

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4. Non-intimation of the telecom operators, as aforesaid, to the Client shall be deemed to be a serious breach of contract leading to imposition of adequate penalty (at the sole discretion) by the Client including termination of the contract itself.
5. In case of failure to pay the License fee and the cleaning charges within the stipulated time as aforesaid, the contractor shall be liable to pay a sum of up to Rs. 5000/- p.m. over and above the License Fee on cumulative basis towards delay charges. Further, Client may impose a penalty @ 5% per month of actual dues (to be rounded off to the multiple of next hundred) over and above the same.
6. Client would provide power connection to the contractor for its tower business. However, the contractor shall be liable to pay the electricity charges for all the licensed premises on actual consumption basis to the Client at the then prevailing rates (for commercial establishments) along with the payment of monthly License fee. For the purpose, there shall be a meter duly installed at every individual premises. The electricity charges shall, however, be subject to revision/change from time to time which shall be payable by the contractor as aforesaid, at the then prevailing rates. Client for the purpose would either raise the bills or otherwise inform the contractor regarding the payable dues.
7. If the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, on this behalf. The connection would be restored on payment of Rs. 5000/- after the standing dues have been duly paid in full.
8. The contractor shall also be liable to pay the cleaning charges for all the sites combined to the Client every month along with the payment of license fee. The cleaning charges would be subject to change from time to time at the discretion of the Client. The cleaning charges per site would be determined keeping in view the square meter area of each site and the frequency of cleaning/quantum of work/deployment of workforce and the time likely to be consumed in carrying out the cleaning work. The cleaning would be managed by the Facilities Section of the Client.
9. Non-payment of License fee, the electricity charges and cleaning charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Client and which shall not be subject to challenge by the licensee under any circumstances whatsoever.
10. The contractor shall use the premises ONLY for which it has been given by the Client under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.

\_\_\_\_\_ (Signature of the Authorized Representative of the Bidder)

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11. The contractor shall in writing, intimate to the Client the name, designation and address besides the contact no. of the competent person to whom, routine correspondence would be addressed by the Client.
12. Description and boundaries and total area in square meter of the respective premises hereby granted shall be communicated to the contractor in due course and the communication regarding this measurement of the land areas shall also be deemed to be an integral part of this agreement.
13. The contractor shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Client. The contractor shall always use the premises in a prudent and careful manner as if it were his own.

**1.6 Assignment & Subletting**

1. The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Client. The whole of the charge included in the contract shall be executed by the Contractor or his authorized competent representative(s). The contractor shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the contractor itself.
2. The Client shall not permit the said allotted location or any part thereof being used for any other purpose except for installation of network enhancer to provide telephone service network and in default thereof, shall be liable for cancellation/termination of allotment. Sharing of infrastructure with second and more telecom operators without prior permission of the Client will be considered as a breach of contract. If found so, the Client shall at its discretion, have the right to cancel the allotment of site and all amounts against the site will be forfeited or otherwise impose penalty up to an equal amount of the Security Deposit.
3. If at any time, it is detected that the License premises or any part thereof has been sublet or assigned to any other entity by the contractor, the Client would be at liberty to terminate the contract forthwith without giving any time to the contractor and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion. In case of subletting is proven, the rates of damages will be calculated as two times of damages (as provided in Clause-1.14-3) for 1st month; two times of damages + 10% two times of damages for 2nd month; two time of damages + 20% two time of damages for 3rd month; two times of damages + 40% two times of damages for 4th month and so on, liming to the maximum 5 times of damages charges in such cases.
4. The entire business of the licensed premises shall be carried out in the name and at the behest of the contractor.

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5. The contractor or his authorized/competent representative, whose intimation would be provided in writing in advance to the Licensor, shall always be available whenever it is so necessitated.

**1.7 Liability of GST and other Taxes**

1. The contractor shall be absolutely liable for payment of GST to the Client on the License Fee and any other charges as may be applicable from time to time.
2. The contractor shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

**1.8 General Terms relating to installation of Towers**

1. The selected agency shall install the RTPs in such a way that the radiation caused by the Pole is minimal and is not detrimental to the health of people in the surroundings.
2. The telecom company shall be liable to follow all the standard rules and regulations regarding radiation from RTPs as specified by the Govt. of India, Dept of Telecommunication from time to time & shall produce all the necessary documents, as required by laws. The party/contractor shall invariably comply with the provisions of the policy of Jurisdictional Municipal Corporation, or any other local/state/Central Govt. authority related to the installation of mobile tower.
3. The Client will only provide the space on "As is where is basis" while the entire construction/erection work comprising civil, electrical, broadband connection etc. shall have to be arranged by the contractor as per its own and at its own cost. However, should any NOC be required from the Client, the same will be provided protecting the interests of the Client.
4. No alteration, modification or structural changes in the area/demised premises shall be undertaken by the bidder without written prior permission of the Client. However, the contractor may undertake whitewash / colour wash / floor painting and install their furniture, fixtures etc. at its own cost. The contractor shall also not tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.
5. The RTPs would be shared towers and regarding the deliverables, the contractor shall install its GBM, BTS, PIU and other equipment's etc., electrical



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or otherwise, as also optical fibre cable, as may be necessary, to enable cover all communications falling under the categories of 2G, 3G, 4G or any higher capacity networks to enable seamless voice and data, both.

6. The erection and construction required for installing the RTPs must be compliant to the norms prescribed in this regard.
7. The contractor shall be bound to adhere to and comply with all regulations in force from time to time of any/all competent authorities particularly regarding the following:
  - a. **EMF Radiation Norms.** For payment of all penalties for non-compliance of such norms shall entirely be the responsibly of the contractor only.
  - b. The required self-certification or other like compliances and submission thereof to the authorities concerned shall be the responsibility of the contractor.
  - c. Prompt communication of any changes in the Government norms. The contractor shall immediately communicate the same to the Client in writing and implement the changes within the stipulated time frame.
8. The Client will review the functioning/performance of the Contractor periodically and may intimate the contractor based on non-performance and non-fulfilment/breach of obligations contained in the contract after providing a fair opportunity to be heard. In case, the Client is not satisfied with the reply of the contractor and/or the contractor does not rectify any breach within the time given by the Client, the Client may terminate the contract.
9. In the case of dispute regarding unsatisfactory services by the contractor, decision of the Client will be final and binding.
10. The licensee shall arrange/obtain all necessary clearances/formalities form all other statutory authorities concerned to establish and operate the RTP(s).
11. All the civil & electrical work etc. will be done by the licensee. The plan of the structure shall also be subject to the approval of the competent officer of the Client and no construction shall be started without such approval in writing. Any building or structure erected by the licensee shall be treated as temporary structure.
12. The Client also reserves the right to determinate the contract forthwith in the event of unsatisfactory performance of the licensee.
13. The licensee shall be governed by the rules and regulations as set under the Odisha State Telecommunication Policy, 2017, the acts, rules and regulations as enacted by the Department of Telecommunications, Govt. of India and instructions of the Client which are in force or which may hereafter come in force governing the use of the said land.

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14. The contractor will have to submit a structural stability certificate of all the buildings (if offered to them for installation of Mobile/Telecom Tower on them) from any IIT/CPWD or PWD Empanelled Structural Engineer before starting the cast work/installation of RTP at the allotted location. RTP will be installed only on those buildings whose stability is found suitable for the purpose. Work order will be issued accordingly only thereafter.

**1.9 Cleanliness**

1. It shall be the liability of the contractor to keep and maintain the licensed premises neat and clean at all hours.
2. Garbage and waste disposal should be done as per the Client norms.

**1.10 Deployment of Workmen**

1. The contractor shall be responsible to deploy any number of workmen as may be deemed appropriate for carrying out its business smoothly and meet the onus in all respects regarding them under any law/enactment/rules/statutes etc. as may be applicable from time to time. The Client shall be wholly immune in this regard.
2. The workers, if any, shall invariably carry their ID Cards (to be provided by the contractor at its own costs) and shall be produced to the security personnel and other Client authorities, whenever asked for.
3. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
4. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Client premises whom the Client does not deem appropriate to continue within the Client premises for administrative or any other reasons.
5. The contractor shall have absolute authority regarding the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The contractor shall be responsible of master and servant relationship with its workmen and the Client shall have no concern, whatsoever, with all the above-mentioned matters.
6. The contractor shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court

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including all liabilities as are thrust upon by virtue of the provisions of any labour law being in force at the time besides other statutory liabilities.

7. The contractor shall further be liable to make good the loss to the property of the Client, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
8. The Contractor shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Client's premises.
9. Licensee will be liable for damages up to Rs.5,000/- per default on the following:
  - a. Any staff of licensee found in drunken condition / indulging in bad conduct.
  - b. Any staff of the licensee found creating nuisance on duty.

**1.11 Compliance of Statutory Obligations and other Provisions**

1. It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letter and spirit and in particular to the laws relating to minimum wages to workers, employee's compensation and Goods and Service Tax etc.
2. The contractor shall be liable to ensure compliance of all enactments, rules, regulations and of other authorities besides the instructions of the Client that may be in force from time to time including all the labour laws, employees' compensation and the minimum wages.
3. The Contractor shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Client due to the contractor's failure, as well as the Client's license fee, electricity charges and other dues etc. The contractor shall pay all such dues to the Client within fifteen days from the receipt of letter issued by the Client in this regard failing which the same would be recovered/realized from the contractor's security deposit.
4. The Client shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities / municipal corporation / courts / forum etc. as well as the provisions of this contract agreement. In case, the Client is put to bear any liability for lapses on the part of the contractor or for its illegal actions, the Client would have the right to realize from the contractor all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

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5. The contractor would comply with all guidelines / instructions issued by the Client, Orders / instructions of security authorities concerning the security/safety issues and Client-enforced disciplinary practices.
6. The contractor shall not tamper with the Solar Panels, Terrace Railings or any other establishments around the License premises, unless the necessity for the same is properly justified, a written approval is received by the Contractor from the Client.
7. The licensee shall allow the Client officials free access at all time, to the said premises and shall whenever so requested by the Client, forthwith pull down or replace any structure which the Client considers to be improperly situated.
8. The Licensee must provide its own security and the Client shall not be liable for any loss or damage, whatsoever, caused to the property belonging to the licensee stacked on the land hereby licensed.
9. It will be obligation on the part of the licensee to keep adequate firefighting arrangements such as fire buckets filled, with water or fire sand in the site etc. at its own expense.

**1.12 Secrecy of Data**

The contractor shall be bound to keep the data, if any, absolutely secret and unto itself and the same shall under no circumstances whatsoever, relay, divulge, transfer or leak to any person/party for any purpose except with written permission from the Client. The breach of this term would be deemed to be a serious breach of the contract, rendering the contract liable for outright termination without giving any notice or explanation. The total security deposit would also be liable to forfeiture and no explanation shall be entertained that the breach has been caused because of lapse on the part of the contractor's employee (s)/system.

**1.13 Security Deposit**

1. The contractor shall have to deposit a security of Rs. 50,000/- (Rupees fifty thousand only) per tower through Demand Draft drawn in favour of "Startup Odisha" payable at Bhubaneswar, of any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.
2. The security deposit as aforesaid shall be deposited within 15 days of the award of the contract.
3. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the contractor shall be liable to make good such short fall within fifteen days either on its own

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or on the receipt of notice in this behalf, through another Demand Draft, as aforesaid.

4. In case of, in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of its Security Deposit, the Executive Chairman shall have the power to adopt the course as may be deemed by him best suited to the Client including to rescind the contract (of which decision, notice in writing to the contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Client. Besides, for the recovery of any amount more than the security money, the Client shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
5. If the contractor breaches any terms and conditions of the agreement which is deemed to be serious by the Client, its security deposit may be forfeited either in part or in full as the Client may deem appropriate.
6. The security would be refundable without any interest six months after the expiry/determination of the contract, on written request being made by the contractor in this regard. The same will further be subject to any deductions as may be necessitated regarding the performance of the contract.

**1.14 Termination of Contract**

1. Either party may terminate the contract by giving 90 days' notice to the other party without assigning any reasons, whatsoever.
2. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
3. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contractor to pay the penal damages to the Client @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1st month which shall increase in telescopic method from 2nd month onwards i.e., for 2nd month – damages + 10% of rate of damages; for 3rd month – damages + 20 % of rate of damages. For 4th month – damages + 40% of rate of damages and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the Client at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract. Besides, the licensee shall also be liable to pay interest @ 18% per annum on the actual dues/arrears towards the license fee/ penal damages.

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4. The Client shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the contractor and the same shall not be subject to challenge. All the goods belonging to the contractor in such circumstances shall be deemed forfeited therefrom and may be sold or put to auction at the discretion of the Client. The Client may, if it so desires, proceed against the contractor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act, in case of non-handing over its possession to the Client, as aforesaid.
5. The contractor shall be entitled to remove its goods, fittings, fixture etc., at its own cost and hand over the space to the Client after restoring it in the same condition in which it existed at the time of commencement of the agreement. In case of failure in this regard, the Client shall have absolute right to dispose of the remains at its disposal, the way it deems appropriate, and the cost incurred thereof would be recovered through such disposal or any other lawful manner.
6. The contract will be terminated immediately, if the Licensee is found to be associated with any misdeeds, anti-social, anti-national or undesirable activity inside & nearby the allotted site.
7. The Client reserves the right to terminate the contract at any time by giving 90 days' notice in writing of its intention to do so and the licensee shall on expiry of the period of notice to vacate the land, remove all material and structure, if any, belonging to the licensee in the manner, as aforesaid.
8. Any notice to be served on the licensee shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the licensee at its last known place. Any notice to be served by the licensee on the Client shall be deemed to be sufficiently served if delivered at the address given in the EOI document or sent by the registered post.

**1.15 Contract Documents and their Interpretation**

1. The original agreement shall remain with the Client while a photocopy thereof may be had by the contractor, if it so wishes.
2. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Client through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question.

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**1.16 Force Majeure**

1. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of God, war, revolt, riot, fire, flood and acts and regulation of the Government of India and Government of Odisha or any of their authorized agencies.
2. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
3. The time for performance of relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Client without any penalty.
4. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Client shall have the option of cancelling the Agreement in whole or in part thereof at its sole discretion. Any situation of force majeure shall not be payable by the Client under any circumstances. For the period of force majeure, no amount shall be payable to the Licensor excepting the license fee and the electricity dues.

**1.17 Dispute/Arbitration**

1. Except as otherwise provided anywhere in this Agreement, if any dispute, difference, question of disagreement or matter, whatsoever, before or after completion or abandonment of work, hereafter arises between the parties, as to the meaning, operation or effect of the Agreement or out of or relating to the Agreement or breach thereof, the same shall be referred to a Sole Arbitrator to be appointed by the AO of the Client at the time of dispute.
2. If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns for any reason from the position of arbitration, it shall be lawful for the AO of the Client to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by its predecessor, provided both the parties consent to this effect, failing which, the arbitrator shall be entitled to proceed de-novo.
3. It is a term of the contract that the party invoking the arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
4. It is a term of the Agreement that the cost of arbitration shall be borne by the parties themselves.

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5. The venue of the arbitration shall be the Civil Court of Bhubaneswar and High Court of Cuttack.
6. Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there-under and for the time being in force, shall apply to the arbitration proceedings under this clause.

**1.18 Jurisdiction**

The Agreement shall be governed by and construed according to the laws in force in India. The Parties shall hereby submit to the jurisdiction of the courts situated at Bhubaneswar and Cuttack for the purpose of actions and proceedings arising out of the Agreement and the Civil Court of Bhubaneswar and High Court of Cuttack only, shall have the sole jurisdiction to hear and decide such actions and proceedings.

**In witness the Parties hereto have set their hands on the day, month and year mentioned herein above**

On behalf of

M/s .....

**Authorized Signatory**

Full Name; .....

Designation: .....

Seal:

**Witnesses**

1. Signature: .....

Name: .....

Address:.....  
.....

2. Signature: .....

On behalf of

STARTUP ODISHA

**Signature of Competent Authority**

Full Name; .....

Designation: .....

Seal:

**Witnesses**

1. Signature: .....

Name: .....

Address:.....  
.....

2. Signature: .....



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Name: .....

Name: .....

Address:.....

Address:.....

.....

.....

**ANNEXURE 1. APPLICATION FORM**

(ON THE LETTERHEAD OF THE BIDDER)

**Name of the Firm/Company:** \_\_\_\_\_

**Registered Address of the Firm/Company:** \_\_\_\_\_

**Address of Office in Odisha:** \_\_\_\_\_

**Name of the Applicant:** \_\_\_\_\_

*Note: A Notarized Authorization/Power of Attorney Shall have to be provided alongside the Technical Bid and shall be included in the Technical Bid envelope for proving the authorization of the person applying for the EOI, without which the Bid shall be declared incomplete.*

**Contact Details of the Applicant (Email and Phone Number):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact Details of the Firm/Company (Email and Website):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Details of EMD**

Amount	Demand Draft No.	Dated	Bank and Branch

\_\_\_\_\_ (Signature of the Authorized Representative of the Bidder)

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**Details of EOI Processing Fees**

Amount	Demand Draft No.	Dated	Bank and Branch

**Basic Details**

PAN	GSTIN	Experience (in Years)
Existing no. of Mobile Towers in Odisha Circle and Total	Average Turnover during 2020 – 21, 2021 – 22 and 2022 – 23	

**Total No. of Documents Attached** \_\_\_\_\_

*Note: Attach the list with Details*

**Declaration**

I hereby undertake that I bind myself to the terms and conditions of this EOI document.

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

**AUTHORIZED SIGNATORY**  
**Full Name of the Signatory** \_\_\_\_\_  
**Name and Address of the Firm** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEAL:**

**ANNEXURE 2. FINANCIAL BID**

(ON THE LETTERHEAD OF THE BIDDER)

1. The undersigned, hereby, offers to pay the Monthly License Fee @ Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) to Startup Odisha per Square Meter for the premises in question, as detailed in the EOI document for Rooftop Pole Installation.
2. I further agree that the Licensor (Startup Odisha) shall be entitled to round off the License fee to be computed according to the total area of the premises to the next upper multiple of hundred rupees.
3. I also agree that the Licensor shall be entitled to enhancement @ 8% per annum in the total License fee (as computed in '2' above) duly rounded off as aforesaid every year.
4. I also agree to abide by all the terms and conditions stipulated in the entire EOI document.

\_\_\_\_\_ (Signature of the Authorized Representative of the Bidder)

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

**AUTHORIZED SIGNATORY**

**Full Name of the Signatory** \_\_\_\_\_

**Name and Address of the Firm** \_\_\_\_\_

\_\_\_\_\_

**SEAL:**

\_\_\_\_\_ (Signature of the Authorized Representative of the Bidder)