



भारत हैवी इलेक्ट्रिकल्स लिमिटेड / **Bharat Heavy Electricals Limited**  
रामचंद्रपुरम, हैदराबाद / Ramachandrapuram, Hyderabad-502032  
टाउनशिप प्रशासन / Township Administration

**INVITATION OF TENDER FOR ALLOTMENT OF SPACE ON LICENSE AGREEMENT BASIS FOR INSTALLATION OF SHARABLE TELECOM INFRASTRUCTURE (MOBILE TOWERS–GROUND BASE OR CELL ON WHEEL) AT BIDDERS COST ON GROUND LEVEL FOR ENHANCEMENT OF TELE-COMMUNICATION SERVICE INSIDE BHEL RC PURAM TOWNSHIP AT 10 LOCATIONS.**

TENDER NO– BHEL/ HY/ TA-EST/ Mobile Tower/ 2023/ 01 Date 30.01.2023



## **SCHEDULE OF BID PROCESS**

Sealed tenders in two parts i.e., Part-A (technical cum commercial bid) and Part-B (price bid) are invited by the township administrator for installation of 10 (Ten) nos of sharable telecom infrastructure (mobile towers–ground base towers (GBT) or cell on wheel (COW)) at bidders cost for enhancement of tele-communication service inside township area in RC Puram unit, Hyderabad at specified locations in BHEL RC Puram township, hyderabad-502032, for a period of five (5) years. Every location will be designated as “shop”.

SL NO	DESCRIPTION	DETAILS
1.	EMD AMOUNT (EMD)	<b>Rs. 50,000/- for Each Shop/location</b>
2.	SECURITY DEPOSIT(SD)	Successful bidder has to pay SD as 12 months of quoted license fee, within 15 days on receipt of allotment letter. If the agency fails to pay SD within the given time, Township administrator can terminate the allotment without prejudice.
3.	COST OF TENDER DOCUMENTS	Nil (Free Downloads) Chargeable of Rs. 1,000/- per set of NIT , if taken print outs from TA Office.
4.	TENDER PUBLICATION DATE ON WEBSITE	31-01-2023
5.	LAST DATE AND TIME FOR BID SUBMISSION	<b>21-02-2023 at 11 : 00 Hrs</b>
6.	DATE AND TIME OF OPENING TENDER – <b>PART –A –TECHNICAL CUM COMMERCIAL BID</b>	<b>21-02-2023 at 14 : 00 Hrs</b>
7.	DATE AND TIME OF OPENING TENDER – <b>PART –B –PRICE BID</b>	Shall be intimated to the bidder who will be qualified after evaluation of Part A.
8.	PLACE FOR SUBMISSION OF TENDER	<b>Vendor complex</b> near Admin. Building, BHEL, RC Puram, Hyderabad -502032

Further, following instructions should be noted by bidders

1. The Tender details can be downloaded from BHEL website <http://www.bhel.com> under tabs of Home>>Notice Board>>Tender
2. Interested bidders who wish to participate should visit the above website, which is the ONLY website for obtaining NIT details.
3. The bidder must ensure that the tender document submission before the closing time as the tender submission shall stop accepting the offer at prescribed date and time.
4. The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
5. Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true.
6. The bidder shall submit one bid for bidding in **one or multiple nos. of location**. If, a bidder wish to bid for Multiple locations as per Table -I, he has to submit separate price bids (Part B) in respect



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to the name of each location. In this regard the tenderer has to submit the amount of cumulative sum of EMD (EMD for One location x nos ) in the form DD or payment receipt, which must be enclosed with the PART A - Annexure V (Tender Details) with full particulars.

#### Help desk

1. For any difficulty in downloading & submission of tender document at website <http://www.bhel.com>, please contact at Estate Office, Engineer-Estate (040-23182956) or email: [sekhar.das@bhel.in](mailto:sekhar.das@bhel.in), Manager –Estate (040-23184479) or email: [mayabramha@bhel.in](mailto:mayabramha@bhel.in).

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## CHECK LIST OF DOCUMENTS

SI no	Description	Tick (√) the document as furnished
1.	The copy of documents pertaining to the Infrastructure Providers (IP-1 category) registered by Department of Telecom, Govt of India	
2.	Part –A Technical bid – duly signed by the bidder	
3.	Payment receipt/DD for EMD	
4.	Affidavit on antecedents of the Bidder (Format given in Annexure II)	
5.	Indemnity Bond –Annexure III	
6.	Certificate of acceptance-Annexure IV	
7.	Tender Details –Annexure V	
8.	The Copy of ID and Address proof of the Authorized person of the Bidder	
9.	Part B – signed and filled Price Bid (in separate envelope)	

**Write "NA" in case of not applicable.**



**PART-A (TECHNICAL CUM COMMERCIAL BID)**  
**SECTION- I-TERMS & CONDITION OF NIT**

<b>1</b>	<b>Place:</b>		
	BHEL is inviting tender for allotment of space on license basis for Installation of Sharable Telecom Infrastructure (Mobile Towers–Ground Base Towers (GBT) or Cell on Wheel (COW)) at Bidders Cost for enhancement of tele-communication service inside Township Area at <u>10 (Ten)</u> locations. The tentative locations are earmarked in below table.		
<b>TABLE -I</b>			
<b>SN</b>	<b>Shop ID</b>	<b>Location</b>	<b>Area Details</b>
1	MT001	NH-I	Near Rock Garden
2	MT002	NH-I	Near Keerthi Mahal Water works
3	MT003	NH-V	Near NH-V quarters (SBI qtrs.)
4	MT004	NH-IV	Near NH-IV Shopping Complex
5	MT005	TC	Near Civil Store /TA Office
6	MT006	NH-V	Near NH-V type V quarter location
7	MT007	NH-V	Near Union office (Area between Nehru Udyan & Union office)
8	MT008	NH-II	Near temple Complex
9	MT009	NH-II	Near to NH-II shopping complex
10	MT010	NH-III	Near Old GVSS shed
<b>1.1</b>		Tentative locations have been provided as above, where space as barren ground shall be provided for installation of GBT or COW for Telecommunication Business. Every location will be designated as “shop”. All the spaces/shop locations as mentioned in the tender document are not exhaustive and are subject to change for the interest of BHEL for which the bidder will not seek any adjustment in its quoted price Bid.	
<b>2</b>	<b>Type and scope of business:</b>		
<b>2.1</b>		In order to ensure requisite provisioning of cellular mobile services to improve telecom coverage at acceptable standards in BHEL Township in Ramachandrapuram, BHEL invites the tender for allotment of space for installation of sharable basis communication mobile service.	
<b>2.2</b>		BHEL will provide bare ground spaces to the bidder on License agreement basis for placement and operation of required telecommunication equipment's, on sharing basis with other Telecom Service Providers, in accordance with the provisions of licensing guidelines of Department of Telecommunications, and other relevant government bodies.	
<b>2.3</b>		<b>The minimum area</b> for setting up the Cellular tower shall be <b>1000 Square feet</b> (including the spaces for DG sets, base stations, Tower etc all complete). <b>If bidder requires more area than 1000 Square feet area, then MLF charges shall be applicable as per the actual occupied area.</b>	
<b>2.4</b>		Bidder in his own cost shall install Cell Tower along with all equipment's as per the guidelines of Department of Telecommunication (DoT), including the provision of fencing.	



		The entire area within the fencing limit shall be considered for the shop/location area to derive actual Monthly License fee.
2.5		The licensed premises/space shall be used <u>exclusively</u> for installation of Cellular Tower and business of Telecommunication service only to enhance the mobile signals inside the township and the BHEL reserves the right to ensure that there is no violation of the same.
2.6		The bidder/Telecom Service Provider is permitted for infrastructure sharing to other telecom service providers, which means multiple operators can install their base station antennae and microwave link antennae at different locations on a single tower.
2.7		The bidder has to ensure the Cellular network coverage of 4G/5G inside the BHEL Ramachandrapuram Township as per prevailing norms set by TRAI (Telecom Regulatory Authority in India) including TERMS (Telecom Enforcement Resource and Monitoring, India) and other relevant bodies. The Bidder must also ensure the network performance and management in his own cost and quickly act on the issues of customer/Township residents thereby customer satisfaction.
2.8		The site/spaces shall exclusively belong to the BHEL without creating any right/ title or interest of whatsoever nature in the said sites in favour of the successful bidder. The successful bidder after allotment will at his own expense and cost develop the area and infrastructure as per this Tender Document/ License Agreement for exclusive use for installation of mobile towers.
2.9		The tenure of License for which the Communication Cellular Mobile Towers on ground based will be permitted for (5) <b>Five Years</b> from the date of signing of the Agreement with BHEL as per this Tender Document. Such Agreement would remain applicable subject to fulfillment of the terms and conditions. The rentals will be charged from a) the date of signing of the contract agreement, or b) 45 days from the date of issuance of the Letter of Allotment (LOA), whichever is earlier.
2.10		The Successful bidder shall take up the site on <b>*AS IS WHERE IS BASIS*</b> and the ground preparatory work is in own cost.
2.11		The successful bidder must install the Diesel Generator Set (DG Set) or equivalent provisions with his own cost in each shop/space location where Cellular Tower will be installed to maintain uninterrupted Network and services to the consumer. BHEL will not provide the assurance of uninterrupted electrical connections to the cellular Tower locations, however the bidder voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of non-availability of Electrical connections.
2.12		The bidder has to protect and safeguard the Cellular Tower infrastructures with suitable means of normal fencing, CC TV surveillance (if required) etc with own cost and expenditures. The bidder voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of theft or fault in security of the telecom infrastructure as installed by the bidder.



3		<b>License Fee :</b>
	3.1	License fee shall be the <b>highest quoted price for</b> by the bidder. If the actual area acquired by the bidder will be more than 1000 Sqft, additional monthly License fee proportionate (on area basis) to the quoted monthly License fee will be applicable.
	3.2	In no case, the license fees less than 1000 Sqft shall be considered, whatsoever the acquired or actual area of utilization for set up of Cellular Tower.
	3.3	License Fee together with allied charges (i.e., Monthly License Fee, GST charges and other charges) as per Govt., rule shall be payable every month in advance at the beginning of the month.
	3.4	The quoted monthly License Fee shall stand enhanced on each yearly anniversary of agreement @5% on 1 <sup>st</sup> January of every year which shall be rounded off to the next higher Ten rupees.
	3.5	In Case of more than one cellular operator in one Mobile Tower on share basis, the MLF applicable shall be equal to = (no of operator x quoted Monthly License Fees (MLF)). The bidder has to obtain prior permission from BHEL for sharable operator. Whenever there is any change in the number of operator utilizing the Tower, the bidder shall ensure that it is with prior intimation to and permission from BHEL. Actual MLF will be based on the number of cellular operators at a particular time. <b>(For Example:</b> <b>For sharing with one operator other than Principal operator, the MLF shall be = 2 x Quoted MLF</b> <b>For sharing with Two operator other than Principal operator, the MLF shall be = 3 x Quoted MLF....and so on)</b>
	3.6	Additionally, the successful bidder has to furnish in every quarter the details of operators utilizing the tower and accordingly the MLF will be revised. (prescribed format as provided by BHEL)
4		<b>Electrical Charges:</b>
	4.1	Electrical power will be charged by BHEL on Commercial tariff as applicable from time to time, as per TSSPDCL ( <b>Telangana Southern Power Distribution Company Limited</b> ). Any revisions/modification shall be applicable according to the changes in tariff structures by TSSPDCL during Agreement periods.
	4.2	For electric connection, nearest supply point shall be identified by BHEL. Bidder at their own cost shall have to arrange metered power connection from the supply point. The cost of electric connection including cabling, panels, electric meter, and other ancillary charges shall be borne by the bidder.
	4.3	The bidder agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration, on account of non-availability/non-feasibility of these facilities.
5		<b>Taxes and other statutory dues:</b>
	5.1	The successful bidder/ concessionaire shall pay all charges, assessments, taxes etc and any other charges /fees that may be levied, assessed or charged against the said sites.
	5.2	GST shall be levied on Monthly License Fee only as per applicable rates. Hence, successful bidder has to obtain GST Registration and produce GST Number and document details to



	Estate office in BHEL Township administration building prior to Allotment of Shops/spaces for cellular Tower.
5.3	The bidder/Licensee shall pay Legal documentation charges such as Stamp duty as pertaining to the License Agreement.
5.4	The bidder has to undertake the responsibility and safety of workmen as employed for installation and operation of cellular tower as applicable.
6	<b>Earnest Money Deposit:</b>
6.1	Tenderer has to submit EMD amount for the Shop/Location ID applied along with PART-A (Technical cum Commercial Bid) of the tender document without which tender shall be summarily rejected.
6.2	The EMD amount for this tender is <b>Rs 50,000/-</b> {Rupees Fifty Thousand Only) per Shop/location ID <b>for participating in bidding process.</b>
6.3	EMD will be accepted only in the following forms: a) Electronic Fund Transfer in BHEL account through RTGS/NEFT/IMPS ( <b>as below</b> )  <b><u>BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT</u></b>  1. Party Code : 2. Option : RTGS / NEFT/ IMPS  3. <b><u>Beneficiary Details:</u></b>  A) <b>Name of Beneficiary</b> : <b>BHARAT HEAVY ELECTRICALS LIMITED</b> ✓ B) <b>Address</b> : <b>RAMACHANDRAPURAM, HYDERABAD- 502032.</b> ✓ C) <b>PAN of the Beneficiary</b> : <b>AAACB4146P</b> ✓ D) <b>GSTIN Beneficiary</b> : <b>36AAACB4146P1ZG</b> E) <b>Bank Name</b> : <b>STATE BANK OF INDIA</b> F) <b>BRANCH NAME</b> : <b>BHEL TOWNSHIP, R C PURAM, HYDERABAD- 32.</b> G) <b>Account no.</b> : <b>62048154115</b> H) <b>Account type</b> : <b>Current A/c</b> I) <b>Bank IFSC Code</b> : <b>SBIN0020075</b> J) <b>Bank MICR Code</b> : <b>500002370</b>
	b) EMD submitted in the form of <b>Demand Draft drawn on any Nationalised Bank in favour of "Bharat Heavy Electricals Limited, Hyderabad-502032"</b> payable at Hyderabad (as permissible under IT act).
	c) Through Digital Card payment in POS at Estate Office
	d) Cheque shall not be accepted for EMD
6.4	Earnest money deposit of unsuccessful tenderers shall be refunded, without interest.
6.5	EMD shall be forfeited, in case the successful tenderer refuses/rejects to accept the award of License/letter of allotment or fails to complete the required formalities and occupy the premises beyond the specified and permitted time or delay in starting the actual operation beyond the permitted time under the License.



7		<b>Security Deposit:</b>
	7.1	Upon issuance of allotment letter to the shops, the successful tenderer must deposit Security Deposit within the 15 days' time on acknowledgement of letter of Allotment as issued by BHEL.
	7.2	<b>Total amount of Security Deposit shall be 12 times of quoted Monthly license fee (MLF)</b> as mentioned in the license agreement between successful bidder and BHEL. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. In this regard, the successful tenderer on receipt of letter of allotment can convey his acceptance in writing for conversion of EMD into security deposit.
	7.3	Security Deposit may be furnished in any one of the following forms. a) SD submitted in the form of <b>Demand Draft drawn on any Nationalised Bank in favour of "Bharat Heavy Electricals Limited, Hyderabad-502032"</b> payable at Hyderabad (as permissible under IT act). Local cheques of nationalized banks, subject to realization. b) Electronic Fund Transfer in BHEL account through RTGS/NEFT/IMPS in details given at 6.3(a) c) Securities available from India Post such as National savings Certificates, KisanVikasPatras etc. d) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee shall be as per the BHEL format only.
	7.4	Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
	7.5	The Security Deposit will be released only after completion of the agreement period, subject to the condition that nothing is outstanding against the allottee.
	7.6	No interest shall be applicable to BHEL on EMD or SD or any money paid by the bidder.
8		<b>Pre-Qualification Requirement:</b> The following conditions have to be satisfied by the tenderer, <b>with documentary proof</b> to be enclosed with tender bid (Technical):
	8.1	Infrastructure Providers (IP-1 category) registered by Department of Telecom, Govt of India, is eligible for submission of tenders, relevant documentary proof shall be submitted.
	8.2	The tenderer should not have been convicted under court of law nor should have any criminal case pending against him.
	8.3	AFFIDAVIT on antecedents of the Bidder (Format given in Annexure III) shall be submitted in original on non-judicial stamp paper of value Rs 100/-, to be sworn before a First Class Magistrate or a Notary in the State of Telangana as per Indian Stamp Act, 1899. In the



		event of any shop is allotted to the tenderer, the details of the allottee shall be forwarded to the Police for verification and in case the affirmation of the allottee is found false at a later stage, immediate action shall be taken for eviction and the allotment would be terminated forthwith.
8.4		The tenderer should not have been Black Listed by any Central/State government / Public Sector Establishments / Public Sector Undertakings / by Public Sector Banks.
9		<b>Evaluation of PRICE BID (Tender PART-B)</b>
9.1		The responsive tenderers will be evaluated for each shop on the basis of the <b>highest price quoted</b> by the eligible bidders for that shop.
9.2		The bidder can quote his bid for single location or multiple locations as given in Table I. For each location separate bid (contains Part A & Part B) shall be submitted.
9.3		The Bidder who qualify PART-A (Technical cum Commercial Bid) shall only be considered for PART-B evaluation.
9.4		Tenderer has to bid for <b>Unit Price per 1000 Square Feet space on ground level</b> for each shop location for installation of cellular tower and telecommunication business in the township. In no case the quoted price shall be less than Reserved License fee (RLF).
9.5		<b>Online Forward Auction (OFA) will be adopted to the eligible bidders. The details of OFA will be intimated separately with notifications.</b>
9.6		The bidder can quote individually for all Mobile tower locations. For each individual location, the H-1 bidder only considered for allotment.
9.7		In case more than one tenderer quotes the same unit rate for particular location, then snap bid asking for fresh quotes from H1 tenderers will be resorted to and the space will be allotted to the tenderer who quotes Highest revised unit rate quote.
9.8		Each of the location will be treated as independent Licensed Premises, and Vendor has to enter License Agreements for each shops separately.
9.9		The highest quoted rate of the successful bidder shall remain CONSTANT BASE RATE FOR deriving Monthly License Fee till validity of the Agreement i.e., 5 (Five) years from the effective date of agreement.
9.10		Tender quoted price shall be valid for a period of <b>120 days</b> from the date of opening of Technical cum Commercial Bid.
10		<b>Period of Allotment :</b>
10.1		Five (5) Years from the date of execution of agreement.
10.2		<b>Subsequent renewal of license agreement is limited to two times</b> , which may be permitted for maximum 5 years' period in each time subject to the terms and condition as prevailing time to time and mutual consent of both the parties. The monthly license fee shall be revised as per prevailing collector rate/land values in each renewal periods.



<b>11</b>	<b>General Conditions of Tender :</b>
<b>11.1</b>	Tenderer, in his own interest, is suggested to <b>HAVE SITE VISIT</b> for proper understanding of location before submitting tender. The tenderer shall not raise disputes on this account later.
<b>11.2</b>	The tender application, complete in all respects is to be submitted in a sealed cover and drop it in the sealed tender box placed in the Vendor Office by the stipulated date and time. The management shall not be responsible for any loss or delay in receipt of the tender by post.
<b>11.3</b>	Tenderer has to submit single envelope for PART A (TECHNICAL AND COMMERCIAL BID) and separate envelopes for Part B (PRICE BID) with specifically mentioned the location ID's for each bid. In such case, cumulative EMD amount shall be calculated as EMD for one Location ID x no of locations tendered.
<b>11.4</b>	The NIT documents can be obtained from the office of the Township Administration, BHEL, Hyderabad-502032 on chargeable basis or can be downloaded from BHEL website <a href="http://www.bhel.com">http://www.bhel.com</a> under tabs of Home>>Notice Board>>Tender.
<b>11.5</b>	<p>Sealed bids shall be submitted in the manner as mentioned below:</p> <p>a) First sealed Envelope superscripted as "<b>PART-A (Technical cum Commercial Bid) "Tender for allotment of space /Location ID(s) .....(,) .....(,) .....(,) .....on license basis for installation of sharable Ground base/Cell on Wheel Cellular tower for telecommunication services in BHEL Ramachandrapuram Township at 10 locations"</b>", shall contain full set of all the above tender documents, except PART-B, duly filled-in and documents in support of pre-qualification with signature on all pages but without any mention of Rates &amp; Prices. First envelope shall also contain "EARNEST MONEY DEPOST (EMD) in the form of DD payable at any Nationalised bank in Hyderabad, Telangana.</p> <p>b) Second sealed Envelope super scribed as "<b>PART-B (Price Bid) "Tender for allotment of space / Location ID ..... on license basis for installation of sharable ground base/Cell on Wheel Cellular tower for telecommunication services in BHEL Ramachandrapuram Township at 10 locations"</b>", shall contain Rates &amp; Prices filled in the Price Bid format with signature. No other additional papers to be enclosed therein. If a bidder quotes for multiple locations, separate sealed covers for each location ID shall be submitted.</p> <p>c) Both the above envelopes should be kept in another cover, sealed and superscribed as "<b>Name of the bidder.....Contact no ..... , Email Id ..... NIT no .....</b>"</p> <p>And addressed to</p> <p style="text-align: center;"><b>Addl General Manager, Township Administration</b> <b>Vendor complex near Admin. Building, BHEL, RC Puram, Hyderabad -32</b></p> <p>d) Offers which are incomplete or received late are liable for rejection.</p>



11.6	Upon verification of PART A, the price bids/Part B will be opened on a specified date for techno-commercially acceptable tenderers, which will be communicated to the tenderers for participation to witness the same.
11.7	Acceptance of the bid will be intimated to successful tenderer through a Letter of Allotment (LOA) and this letter will be treated as authorization for allotment of space on licensed basis. The tenderer shall acknowledge the same by email or letter within fifteen days (15) from the date of receipt of the same. In the event of failure on the part of the tenderer within the specified time, BHEL shall have the right to reject the tenderer in-line with extant BHEL policy. The decision of BHEL shall be final and binding on this matter.
11.8	Successful bidder will submit the power of attorney or Authorization letter in name his employee for execution of License Agreement with BHEL. In no case, the title of licensee shall be revised or modified. In such condition, the license shall be cancelled.
11.9	It shall be the responsibility of the successful bidders who will bear all the expenditure and to set up (i.e. Supply, Installation, Transportation, Manpower, Tools & Tackles, periodical Maintenance, spares & accessories including civil work etc. all complete), operate, maintain and manage the respective infrastructure sites required for effective provision of mobile coverage at the BHEL identified Tower locations and provide 4G/5G based mobile services for the period of the Agreement as per the terms and conditions laid down in the Agreement.
12	<b>Discrepancy in "words" &amp; "Figures":</b>
12.1	The Unit Price quoted in the tender shall be in figure as well as in words. If there is a discrepancy between words and figures, the amount in words shall prevail.
13	<b>Instruction to Bidder:</b>
13.1	Tender Document does not purport to contain all the information that each Bidder may require. Bidders are requested to conduct their own investigations to analysis and to check the Accuracy, reliability and completeness of the information in this Tender Document before participating in the tender process. BHEL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Document. Information provided hereunder is only to the best of the knowledge of BHEL.
13.2	Participating in the tender shall mean the Bidder has categorically accepted the provisions of the Tender Document.
13.3	Each page of the Tender Document, including Corrigendum / Addenda (if any), and other submissions must be Numbered, Signed & Stamped, as a token of acceptance of terms and conditions of this tender, before submission. Any unsigned and unstamped document may not be considered for evaluation.
13.4	Bidders may clearly note the last date and time of submission of Bids. No late or delayed Bids will be accepted.
13.5	Bidders will not be considered if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, the Bidder may be blacklisted for participation in



		any future tender of BHEL. In such a case, BHEL shall forfeit the Earnest Money Deposit (EMD) or Security Deposit, as applicable, held with BHEL.
<b>14</b>		<b>Special Condition of Tender:</b>
<b>14.1</b>		The Bidder shall provide all the information requested in the Tender Document. BHEL reserves the right to reject an offer that does not contain all the required information requested therein.
<b>14.2</b>		The BHEL shall not entertain any submission made by the Bidder after last date and time for submission of bids. However, BHEL in its sole capacity reserves the right to call for any information/ clarifications from the Bidder in writing. Bidder shall furnish such requisite information within such time as may be permitted by BHEL.
<b>14.3</b>		Price Bids of only Technically Qualified Bidders, who fulfill the eligibility criteria, will be opened for further evaluation.
<b>14.4</b>		BHEL reserves the right to reject any or all of the Bids, if it considers necessary to do so, and / or to withdraw from the selection process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon the Bidder or any obligation upon the BHEL. Vendor is solely responsible for Safety of the allotted premises, including all his Men & Material. Vendor has to take all safety precautions at his own cost.
<b>14.5</b>		The expenditure on interconnection of mobile towers through underground OFC cabling is the responsibility of the bidders only. The necessary layout for such cabling works for interconnecting the towers, should be submitted to Township Administration dept. and prior permission to be taken before commencement of work.
<b>14.6</b>		Written permission/clearance should be obtained from Township Administration dept. for carrying out any excavation works within the township premises. Damages (Roads and utility lines etc) , if any resulting from above mentioned work carried out, must be repaired and restoring to the original condition to the satisfaction of Township Administration.
<b>14.7</b>		At any time prior to the bid submission, BHEL may, for any reason, whether at its own initiative may modify the Tender Document through issuance of a Corrigendum / Addenda. This shall be uploaded on web www.bhel.com or to be informed the bidder.
<b>14.8</b>		In order to give the Bidders reasonable time, in which to take a Corrigendum / Addenda in to account, or for any other reason, the BHEL may, at its discretion, extend the last date & time for submission of Bid.
<b>14.9</b>		While BHEL shall adhere to the dates mentioned in this Tender Document, it reserves the right to change, modify or put on hold or terminate this schedule without assigning any reasons whatsoever.
<b>14.10</b>		The Bidder shall bear all costs associated with the preparation of the tender and the BHEL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.



14.11	Tenders may not be modified or withdrawn by the Bidder after the last dated and time of bid submission. Withdrawal of Bid during the interval between last dated and time of bid submission and expiration of the Bid Validity Period would result in forfeiture of the EMD.
14.12	The BHEL reserves the right to remove or add any location listed in the table –I from the bidding process before the bid closing date through issuance of a Corrigendum / Addenda. The Bidders voluntarily and unequivocally, undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, in the event of removal of any site from the bidding process. In such cases, EMD values as deposited by the bidder will be returned.
14.13	The successful bidder shall take all steps to control the radiations of mobile/telecom tower and strictly adheres to the norms and rules of the Department of Telecommunication as amended time to time on this subject. Radiation should not be more than the limit prescribed by TRAI as well as Ministry of Communication and Information Technology.
14.14	The successful bidder has to submit following documents before commencement of work. a) Approved structural design drawing of tower. b) Necessary clearances from statutory authorities before installation of tower
15	<b>Site visit by the interested bidder:</b>
15.1	The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
16	<b>Technical requirement:</b>
16.1	Copy of relevant license / Infrastructure Provider Registration Certificate from Department of Telecommunications has to be submitted along with Part A.
16.2	The bidder has to submit the approved structural drawings of Ground base Cellular Tower or Cell on wheel before commencement of work.
16.3	The erection and installation of Cellular tower is in bidder scope of work and bidder is fully responsible in the event of any damage caused by cellular tower to any individual or property or environment by natural disaster /accidental damages / fire /loss or breakage during the times of installation and service periods at the tenure of agreement. An indemnity bond to be executed in non-judicial stamp paper of Rs 100/- denomination shall be submitted by the bidder along with tender document vide the format as Annexure III.
16.4	The Bidder has to submit the technical data sheet like height of Mobile tower, network coverage area, signal strength, electrical power requirement etc.
17	<b>Forward Auction:</b>
17.1	BHEL reserves the right to go for online Forward Auction (FA). This will be decided after Techno-commercial evaluation. All bidders to give their acceptance for participation in FA. Non-acceptance to participate in FA may result in non-consideration of their bids.



17.2	Only those bidders who have given their acceptance to participate in FA will be allowed to participate in FA. Non acceptance to participate will lead to disqualification factor and shall be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
17.3	Start price for FA will be as per the BHEL FA guidelines.
<b>18</b>	<b>Arbitration and Conciliation:</b>
18.1	The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
18.2	The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
18.3	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory or enactments thereof and the rules made thereunder and for the time being in shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Sangareddy.
18.4	The cost of arbitration shall be borne as per the award of the Arbitrator.
18.5	The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
18.6	Subject to the arbitration in terms of clause _ above, the courts at Sangareddy/Hyderabad shall have exclusive jurisdiction over any matter arising out of or in connection with this contract/agreement. Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the bidder shall proceed with and continue without hindrance the performance of its obligations under this Contract/agreement with due diligence and expedition in a professional manner except where the Contract/agreement has been terminated by either Party in terms of this Contract.
<b>19</b>	<b>Safety and Cleanliness:</b>
19.1	All safety equipment such as safety belts, helmets & other personal protective equipment (as required) during erection of Cellular tower, handling of equipment's and at the time of repair and maintenance, are to be provided by respective bidders in his own cost.
19.2	Bidder shall be responsible for any casualty or damage caused to the property or person by any untoward incidents while executing this contract, and shall be fully at the bidder's risk & cost.



19.3	Violation as above resulting in any physical Minor/Major injury, a suitable penalty as per BHEL rules shall be imposed to the bidder during erection and maintenance during the tenure of agreement.
19.4	The Licensee shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.
20	<b>License Agreement for allotment &amp; Remedies for Breach :</b>
20.1	The Successful tenderer has to enter with the License agreement and Model License Agreement is enclosed ( <b>Annexure VI</b> ) with the NIT for reference. Tenderer has to bind by all the clauses of NIT as well as all the terms and condition of the License Agreement.
20.2	Suggested breach (es) for imposing penalty under this clause are those which are minor in nature and do not call for immediate termination of license agreement.
20.3	Except in so far as is specifically provided for in this Agreement, in case of breach or non-observance of the terms and conditions of this agreement by the LICENSEE or employees / agent, the COMPANY may, without prejudice to its right to terminate/ revoke the License granted under this Agreement on that account, take one or more of the following actions against the LICENSEE:
20.4	<b>Impose penalty for a sum of Rs.500/- per day</b> during which the violation or non-compliance of any provision of this Agreement continues. In the event, the Licensee is found to be habitually violating the provisions of the Agreement, then the penalty shall be calculated at a rate of Rs. 1000/- per day during which the violation or non-compliance continues. The decision of the Company in this behalf shall be final and the amount as adjudged by the Company Would, unless paid in full within 7 calendar days from the date of raising of the demand, be deducted, from the Security Deposit of the Licensee. (this is in addition to the compensatory penalties in damages.)
20.5	Forfeit the security deposit in whole or in part to make good any loss caused to the Company or to the Licensed Premises.



**ANNEXURE-I**

**RESERVE LICENSE FEE (RLF)**

**1. Following are the shop codes for bidding with location details**

TABLE -I					
S N	Shop ID	Location	Location Details	Space/ Area as proposed In Meter	Reserved Price (in Rs)
1	MT001	NH-I	Near Rock Garden	10 x 10	Rs 15,000/-
2	MT002	NH-I	Near Keerthi Mahal Water works	10 x 10	Rs 15,000/-
3	MT003	NH-V	Near NH-V quarters (SBI qtrs.)	10 x 10	Rs 15,000/-
4	MT004	NH-IV	Near NH-IV Shopping Complex	10 x 10	Rs 15,000/-
5	MT005	TC	Near Civil Store /TA Office	10 x 10	Rs 15,000/-
6	MT006	NH-V	Near NH-V type V quarter location	10 x 10	Rs 15,000/-
7	MT007	NH-V	Near Union office (Area between Nehru Udyan & Union office)	10 x 10	Rs 15,000/-
8	MT008	NH-II	Near temple Complex	10 x 10	Rs 15,000/-
9	MT009	NH-II	Near to NH-II shopping complex	10 x 10	Rs 15,000/-
10	MT010	NH-III	Near Old GVSS shed	10 x 10	Rs 15,000/-



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**ANNEXURE-II**

**Model Affidavit Format**

(To be printed on Non-Judicial Stamp Paper of value Rs 100/- is required for affidavit to be sworn before a First Class Magistrate or a Notary in the State of Telangana as per Indian Stamp Act, 1899)

AFFIDAVIT OF Mr. / Mrs /Miss \_\_\_\_\_ on behalf of the company

I, \_\_\_\_\_ S/o D/o /W/o \_\_\_\_\_ aged  
about \_\_\_\_\_ years (date of birth dd/mm/yyyy), national and residing at  
\_\_\_\_\_ do hereby solemnly affirm and sincerely state as follows:

1. I state that I currently reside in the aforesaid premises within the jurisdiction of \_\_\_\_\_ Police station.
2. I state that the names of my parents and spouse are as follows:  
(a) Father : \_\_\_\_\_  
(b) Mother : \_\_\_\_\_  
(c) Wife/Husband : \_\_\_\_\_
3. I state that My Company has not been black listed by Central/State government or Public-sector establishments or by Public Sector banks or any other Government Authorities or Instrumentalities of the State.
4. I state that I have never been arrested, kept under detention or prosecuted nor have I been fined by any court of law.
5. I have not been accused by any Governmental Authority of engaging in any illegal or anti-national activity.
6. No warrant or summons for my appearance, and no warrant for my arrest has been issued by a court under any law for the time being in force.

I state that the above facts are true and correct to the best of my knowledge and belief.

**Signature of the Tenderer**

**Name of the Company/Firm**

Solemnly affirmed at \_\_\_\_\_ on this the  
\_\_\_\_\_ day of \_\_\_\_\_ 2023 and signed his  
name in my presence.

Date:  
Place:

**Sign and seal of the Notary**



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**ANNEXURE-III**

**INDEMNITY BOND**

[to be printed on stamp paper of appropriate value]

I.....S/oD/o/W/o.....Resident of  
.....on behalf of the company  
M/s.....as authorized representative, declare that I have applied for  
installation of sharable telecom infrastructure at bidders cost on ground level for enhancement of tele-  
communication service inside BHEL RC Puram township, Hyderabad -502032 situated at the location  
ID.....(in case of more than one  
locations, the details may be given for all the locations).

I , in the event of any civil /criminal case vow that for granting permission to install/erect the said cellular  
tower, M/s BHEL shall not be liable in any way and the company M/s  
.....shall be fully responsible in the event of any damages caused  
to the tower or any individual by any natural disaster/other event/accidental damages/fire/loss or breakage  
and shall indemnify BHEL in all respects.

I also vow that the company M/s ..... shall be bound to comply with the provisions  
as above conditions as laid down in the policy/agreement and respective tender conditions.

(to be executed in non-judicial stamp paper of Rs. 100/- denomination or more)

Signature and Seal

Applicant /Authorized representatives

Name of the company/firm



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**ANNEXURE-IV**

**CERTIFICATE OF ACCEPTANCE AND NO OBJECTION**

"Certified that I / we have read and understood all the terms and conditions of the **Tender Notice No: BHEL/ HY/ TA-EST/ Mobile Tower/ 2023/ 01 Date 30.01.2023** and that I / we do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including the penalty clauses therein.

Further, I/we have checked and fully aware of the shop premises/locations, which I bid for and I /we have no objection in future to accept the shop premises/location, if allotted.

**Signature of the Tenderer**

**Date:**

**Place:**



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**ANNEXURE-V**

**TENDER DETAIL**

The bidder should fill in the following format. Incomplete filled in Bid will be summarily rejected.

SN	Particulars	To be filled by the Bidder																																												
1	<b>Name(s) of the Authorized person</b>																																													
2	<b>Name of the Company</b>																																													
3	<b>Proprietorship (or) Partnership:</b> In case partnership, self-attested copy of partnership deed to be furnished.																																													
4	<b>Identification and Address Proof of the Authorized person of bidder</b> Self-attested photocopy of any of the following two should be furnished. (1) Ration Card (2) Voters Identity Card (3) Aadhaar Card	YES / NO YES / NO YES / NO																																												
5	Duly Notarized self-Certification Affidavit printed on stamp paper of value Rs 100/- shall be submitted in original. The format is furnished in <u>Annexure-II</u>	YES / NO																																												
6	Self-attested copy of PAN Card.	YES / NO																																												
7	<table border="1"><thead><tr><th>SI No</th><th>Location ID</th><th>Proposed (Ground base Tower or Cell on Wheel)</th><th>EMD amount submitted Yes/No</th></tr></thead><tbody><tr><td>1</td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td></tr><tr><td>5</td><td></td><td></td><td></td></tr><tr><td>6</td><td></td><td></td><td></td></tr><tr><td>7</td><td></td><td></td><td></td></tr><tr><td>8</td><td></td><td></td><td></td></tr><tr><td>9</td><td></td><td></td><td></td></tr><tr><td>10</td><td></td><td></td><td></td></tr></tbody></table>	SI No	Location ID	Proposed (Ground base Tower or Cell on Wheel)	EMD amount submitted Yes/No	1				2				3				4				5				6				7				8				9				10				
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8	<b>EMD. Furnish details</b> <ul style="list-style-type: none"><li>For Online Payment (Provide Transaction id and date of transaction)</li></ul>	Transaction ID/NEFT No and Date: 1. 2.
	<ul style="list-style-type: none"><li>Through Demand Draft in favour of BHEL (Copy of DD )</li></ul>	DD NO and date 1. 2.
	<ul style="list-style-type: none"><li>Through POS in Estate Office (Copy of Sale Receipt)</li></ul>	Auth code no and date of transaction: 1. 2.
9	<b>OFFICE EMAIL ID</b>	1. 2.
10	<b>CONTACT DETAILS</b>	<b>1st Contact No</b> <b>2nd Contact No</b>
11	<b>CORRESPONDENCE ADDRESS FOR OFFICE USE</b>	

**Signature of the Tenderer**

**Date:**

**Place:**



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## **ANNEXURE VI**

### **MODEL LICENSE FEE AGREEMENT (For Fresh Allotments) –Both General & Essential**

This License Agreement (Agreement) made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) by and between

BHARAT HEAVY ELECTRICALS LIMITED, registered under the Companies Act, 1956 and having inter-alia a Unit \_\_\_\_\_ acting through the Township Administrator (hereinafter called the COMPANY) which expression shall wherever the context admits, include its successors, assigns and transferees in the interest of the first part.

AND

Shri/Smt. \_\_\_\_\_ S/o, w/o, Sri \_\_\_\_\_ carrying on business under the name and style of M/s \_\_\_\_\_ R/o \_\_\_\_\_ (hereinafter called the "LICENSEE" of the second part).

The Company and the Licensee are individually referred to as the 'Party' and jointly as the 'Parties' as the context requires.

Recitals

Whereas

A) The COMPANY is the owner of the premises situated at \_\_\_\_\_ which is more particularly described in Schedule \_\_\_\_\_ hereto (hereinafter referred to as 'Premises')

B) As per the applicable policies, the Company intends to induct purely on leave and license basis a person to carry out trade from the said Premises in consonance with applicable legislations and policies of the Company;

C) In pursuance thereof, the Company had carried out Forward Auction subject to terms and conditions of the Notification bearing number \_\_\_\_\_ dated \_\_\_\_\_.

D) The Licensee was permitted to participate in the aforementioned Forward Auction held on \_\_\_\_\_ being desirous of being inducted in the said premises as a Licensee purely on leave and license basis;

E) The bid of the Licensee has been found to be acceptable by the Allotment Committee of the Company as per the applicable policies of the Company and the terms and conditions of the notification dated \_\_\_\_\_ based on his/its representation that he/it fulfills all the terms and conditions set out in the Notification bearing number \_\_\_\_\_ dated \_\_\_\_\_ and is fully eligible as per the same and is not disqualified in any manner from so participating;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Company hereby grants license to the Licensee and the Licensee accepts the said license to carry out business, not being a business notified by the Company as per clause 2.1 to be a 'banned' business, from the said premises for a term of \_\_\_\_\_

*Th*



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months commencing from _____ subject to the licensee promptly and faithfully paying a monthly license fee of _____ during the said term in accordance with clause 3.1 hereof and depositing the security deposit in terms of clause 1.3 hereof and faithfully adhering to all other conditions as set out herein below:	
1.0	<b>Term, Effective Date etc.</b>
1.1	The License granted under this Agreement shall become effective from the date of execution of this Agreement.
1.2	The tenure of the license commencing from the Effective Date, shall be for a total period of _____ months i.e. till _____.
1.3	The Licensee shall be allowed occupation of the premises only after submitting the security deposit for due observance of the terms and conditions of the license for an amount equivalent to 12 (twelve) months licensee fee in the form of demand draft/banker's cheque.
1.4	The Earnest Money Deposit of the Licensee, if any, submitted along with the bid shall be adjusted towards the security deposit to be paid.
1.5	The Security Deposit will be refunded without interest only after the Licensee vacates the premises and hands over physical and unencumbered possession of the Premises to the Company on termination or expiry of the License after deducting there from any sum that may be found due from the Licensee.
1.6	In the event of non-observance of any of the terms and conditions of this license the said Security Deposit shall be forfeited in whole or in part at the discretion of the COMPANY.
1.7	Subject to the Licensee not being in default of any of its obligations under this Agreement and prior mutual agreement being reached between the Parties in this behalf as to the terms and conditions, the license may be renewed further.
2.	<b>Types of business:</b>
2.1	From time to time, the Company shall notify lists of banned business(es) and essential business(es). Businesses notified as banned businesses shall not be carried on from the Premises.
2.2	The Licensee hereby agrees and undertakes that it shall not conduct or carry out any business from the Premises which is notified as a Banned Business by the Company.
2.3	For Essential Businesses – The Licensee understands and agrees that no change of trade will be sought by him/it or will be permitted by the Company w.r.t. kind of Essential business for which the premises was allotted to him or it.
2.4	For General Business – The Licensee to whom the premises have been allotted for General Business may change over to one or more business(es) including essential business without need for further permission from the Company. Further, in case the Licensee switching over to an Essential Business no change/relaxation in license fee payable will be allowed for such change of business.
3.0	<b>License Fee etc.</b>
3.1	That the LICENSEE shall pay sum of Rs. _____ (Rupees _____ only) towards the monthly licensee fee.
3.2	The License Fee for the first month shall be paid as on the day of signing of this Agreement
3.3	For each subsequent month during the first year of the tenure of this Agreement i.e. from _____ to _____ the License fee shall be paid on the first day of each calendar month in advance without any demur or reservations and without insisting for a written demand being raised by the Company in this regard.



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3.4	During the currency of this Agreement, the License Fee as mentioned in clause 3.1 shall stand enhanced on each yearly anniversary of this Agreement @5% which shall be rounded off to the next higher ten Rupees.
3.5	The Licensee shall pay the enhanced License Fee during the said year in the same manner as stipulated in clause 3.3. Same procedure shall be followed in subsequent years also during the currency of this Agreement.
3.6	The due and prompt payment of the License Fee in the manner stipulated hereinabove shall be of essence of this Agreement and the Licensee understands that any failure to make the due payment by the stipulated time shall amount to a fundamental breach of its/his obligations under this Agreement.
3.7	The Company shall issue to the Licensee the receipt acknowledging the realisation of the License Fee within a period of 7 days from the date of realisation thereof
3.8	The Licensee agrees that the residence area which has been allotted to the Licensee will be treated as part of the Licensed Premises. The Licensee Fee shall be calculated accordingly. (Clause 3.8 will be treated as deleted in case of premises allotted without residential area)
4.0	<b><u>Vacation of the Premises for Need of the Company:</u></b>
4.1	If at any time during the period when the Licensee is in occupation of the Premises, the Company needs the said Premises, the Company can call upon the licensee from one Premise another similar Premise in any available location, similar to the extent possible to the present location and the Licensee shall thereupon vacate and shift to such premise within the period stipulated in this behalf by the Company at his own expense . If no such alternative shop is available the Company shall terminate the license by giving one month notice.
5.0	<b><u>Nature of License and Prohibition on Transfer/Assignment of License</u></b>
5.1	That the LICENSEE of the said premises shall, during the currency of the term of this Agreement, have only a permissive right to use the said premises for the purpose provided in this Agreement, arising by the permission granted by the Company. Nothing herein contained shall be construed to create a tenancy or exclusive right in favour of LICENSEE to the Licensed premises and his rights are only those of a bare licensee.
5.2	That the LICENSEE shall not in any manner assign or transfer this license to any person nor shall the Licensee sublicense the said premises or part with any privilege granted herein to any other person what-so-ever or in any manner. The Licensee shall use the premises solely for the purpose defined herein for which he has been granted this License. In the event of violation of this condition the Licensor may, without prejudice to any other action which he may be entitled to take, terminate this License forthwith.
6.0	<b><u>Compliance of Laws</u></b>
6.1	That during the period when the LICENSEE remains in occupation of the Licensed premises, the LICENSEE agrees to abide by the provisions of all applicable central or state laws and rules or regulations framed thereunder applicable to his trade or his use of the licensed premises and shall bear all costs towards compliance of the said provisions on his own account. Without prejudice to the generality of the foregoing, in particular, the LICENSEE shall comply with the provisions of the Employment of Children Act, 1938, Shops and Commercial Establishment Act of the State etc.
6.2	The LICENSEE also agrees to obtain at his own cost and expense all licenses, permissions, permits or clearances from the concerned authorities as necessary for use of the licensed premises by the Licensee or for carrying out the trade from the said premises.
6.3	The LICENSEE also agrees to comply with at his own cost any regulation,



	direction or order of any regulatory or statutory authority or judicial or quasi-judicial body or local authority with regard to the use of the licensed premises by the Licensee or the trade carried out there from during the period he is or remains in occupation of the licensed premises.
6.4	That the LICENSEE shall pay all taxes, levies, cesses, fees or charges of whatsoever description, with all enhancements in relation to the said occupation or use of the licensed premises and / or the trade carried on in and from the said premises as is to be paid or assessed by the authorities concerned during the period when the licensee remains in occupation of the licensed premises.
6.5	The Licensee understands and agrees that the premises under occupation by and under this Agreement may be inspected by from time to time by officials of the concerned statutory or local or regulatory authorities Agencies and that any observation, order passed consequent upon such inspection shall be complied with by the Licensee at his own cost and expense.
6.6	The fine or other penalty of whatsoever description, imposed by the concerned authority in respect of any violation or the non-compliance of any applicable provision shall be paid by the Licensee.
6.7	The LICENSEE agrees to keep the Licensor/Company harmless and hold it indemnified on account of any loss or damages sustained or expenses or costs incurred by the Licensor in order to defend any proceeding brought against it or on account of use of the licensed premises by the Licensee or to ensure compliance of the central and the state laws, rules, regulations made thereunder or regulations, directions or orders of any regulatory or statutory authority or judicial or quasi-judicial body or local authority as applicable to the trade of the licensee or to the use of the licensed premises by the Licensee.
6.8	The Licensee shall, without demur or reservations, forthwith pay in full, the sum of money as demanded by the Licensor in terms of clause 6.7 .
7.0	<b><u>Risks and Liabilities of Licensee</u></b>
7.1	That the Licensee agrees that he shall solely bear all risks and liabilities whatsoever, and meet all debts or arrears in respect of the trade carried on by the Licensee in or from the licensed premises and the COMPANY shall not be liable for any such risks nor for any debts, arrears, or other levies statutory or otherwise, arising out of any of the acts, omissions or deeds of the LICENSEE.
8.0	<b><u>Extent of Licensed Premises</u></b>
8.1	The Licensee understands and agrees that the license granted by this License Agreement, is only as respects the area enclosed by the walls and the door of the licensed premises. Any open area or the front, back or side verandah (if any) abutting the licensed premises are meant only for the use as common passage by the customers, visitors etc and is not a part of the Licensed premises itself. Such open area or verandah must on <b>NO</b> account be used for any purpose, by the licensee as a part of the licensed premises including but not limited to for exhibiting articles for sale. The verandah(s) must be left absolutely unoccupied. Any occupation of the any open area or the front, back or side verandah (if any), shall constitute unauthorised occupation and the LICENSEE shall be liable for any consequential action.
8.2	The LICENSEE agrees that it shall not encroach or occupy on any vacant land without prior permission of the Company in writing and shall restrict his use to the premises licensed to him. Any encroachment under this clause or the preceding clause without the prior permission from the Company would be construed as unauthorized occupation / trespass in breach of this agreement, irrespective of the time.

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9.0	<b><u>Payment of Electricity and Water Charges, Conservancy Charges etc. and Powers of Company in the event of Default of Payment</u></b>
9.1	That the LICENSEE agrees that during the period when it remains in occupation of the licensed premises, it shall pay in full, without demur or any reservations, all, electricity and water consumption charges, as demanded from it in respect of the licensed premises. Such charges, shall be payable on actuals (as intimated to the licensee by the Company) if the connection is from the concerned utility. In case the connection is not from the concerned utility, then the charges shall be payable as determined by the Company in accordance with the rates fixed by the COMPANY in this behalf from time to time. The LICENSEE shall also pay Professional Tax if any imposed by the concerned authorities.
9.2	The LICENSEE further agrees to bear all necessary conservancy charges and bills for such charges preferred by the COMPANY shall be payable by the LICENSEE within seven days from the date of presentation of the bill failing which 1.5% interest per month will be levied and recoverable from the Security Deposit.
9.3	The Licensee agrees that all bills for electricity/water supply shall be payable within 7 calendar days from the date of presentation of the bill(s). In the event of default in making the payment of the bill(s), the supply of the service may be disconnected or discontinued by the Company, without any further notice and without prejudice to the Company's right to terminate the agreement.
9.4	However the COMPANY shall restore the service(s) immediately after the payment of dues as per clause 9.1 and reconnection charges as fixed by the COMPANY from time to time for each service including recovery on default of payment from the licensee as per clause 9.5, have been fully paid.
9.5	The recovery of penalty on default payment from the licensee will be minimum of Rs. 100/- p.m. or 1.5% interest per month on outstanding dues, whichever is higher.
10.0	<b><u>Maintenance of Licensed Premises</u></b>
10.1	The Licensee agrees to maintain the interior and the exterior of the licensed premises in good tenable repair at all times during his occupation of the same at his own cost and expenses. However, on account of such expenses and costs, the Licensee shall not be entitled to claim any rebate in the Licensee Fee reserved hereby or for extension of the tenure of the License.
10.2	The Licensee shall always keep the Licensed Premises maintained in neat, clean and hygienic condition to the satisfaction of the COMPANY.
10.3	The Engineer-in-charge of maintenance, or any other authorized representative of the COMPANY shall at all times during the working hours, have free access to every part of the premises allotted to the LICENSEE for the purpose of inspection and also to carry out the necessary repairs and other annual maintenance works.
10.4	That the LICENSEE shall not carry out any additions/alteration of permanent nature, except minor repairs and interiors of temporary nature. No structural change will be permitted.
10.5	That the LICENSEE shall make good any damage caused to the said premises at his own expenses (normal wear and tear being excepted). The decision of the COMPANY or any officer authorized on its behalf shall be final and binding on the LICENSEE..
10.6	The major structural repairs of the Licensed Premises, if necessary, shall be carried out by the Company. For the purpose of carrying out such repairs, the Company may call upon the Licensee to handover, vacant and physical occupation of the Premises to the Company for the period requisite for carrying out the repairs as adjudged by the Company.

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10.7	The Licensee shall not be entitled to claim any compensation for direct or indirect losses arising out of such handing over of occupation of the premises to the Company. However, the original term of the License Agreement shall be correspondingly increased by the duration for which the Licensee remains out of occupation and use of the premises owing to such repairs being carried out.
10.8	In the event, the occupation of the Licensed Premises cannot be restored to the Licensee within a period of six months after carrying out the repairs, the Licensee may terminate the License Agreement by serving the one month notice.
11.0	<b><u>Removal of Objectionable/Undesirable Persons from the Premises</u></b>
11.1	The LICENSEE should normally be available in the premises to run the business.
11.2	The LICENSEE agrees to forthwith remove any of his employee or associates from the licensed premises, whose continued presence at the aforesaid premises is considered by the COMPANY as undesirable for medical, security or any other reasons which the COMPANY will not be obliged or forced to disclose. The order of the TAD In-charge of the Company in this behalf shall be final and binding.
12.0	<b>Non-interference by the Licensee with Pipelines etc.</b>
12.1	The LICENSEE shall not interfere or damage with the pipelines, gas pipe lines, water pipe lines, Sewerage lines, Telegraph lines, Telephone, other Cable lines and the Electric lines passing over or under ground of the premises so allotted to him.
13.0	<b><u>Remedies for Breach and Termination of License</u></b> <i>Suggested breach(es) for imposing penalty under this clause are those which are minor in nature and do not call for immediate termination of license agreement, e.g. obstructing pathway by keeping materials/ goods, extending shop in verandah etc.</i>
13.1	Except in so far as is specifically provided for in this Agreement, in case of breach or non-observance of the terms and conditions of this agreement by the LICENSEE or employees / agent, the COMPANY may, without prejudice to its right to terminate/revoke the License granted under this Agreement on that account, take one or more of the following actions against the LICENSEE, :  a). Impose penalty for a sum of Rs.500/- per day during which the violation or non-compliance of any provision of this Agreement continues. In the event, the Licensee is found to be habitually violating the provisions of the Agreement, then the penalty shall be calculated at a rate of Rs. 1000/- per day during which the violation or non-compliance continues. The decision of the Company in this behalf shall be final and the amount as adjudged by the Company would, unless paid in full within 7 calendar days from the date of raising of the demand, be deducted, from the Security Deposit of the Licensee.  b).Forfeit the security deposit in whole or in part to make good any loss caused to the Company or to the Licensed Premises.  c).Suspend the use of the licensed premises by the Licensee for a period not more than 90 (Ninety) days in respect of each such violation or non-compliance.



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13.2	Notwithstanding anything to the contrary contained in this agreement, this Agreement may be terminated at any time by either party by giving one month notice in writing to the other Party without assigning any reason.
13.3	The shop will be allotted on "As-Is-Where-Is" basis. The allottee will not be paid any compensation, damages towards dismantling, removal of any infrastructure, temporary structures, interiors etc., which he/she may have done for running trade/ business during the license period, at the time of expiry/ termination of license /vacation of premises on account of any reason whatsoever.
13.4	On termination of the License as per clause 13.2, the LICENSEE binds himself to remove all his properties from the said premises and shall handover the vacant premises to the COMPANY, repair all damages within the period of the notice for termination / vacation.
13.5	The construction/ structure if any, erected by the LICENSEE shall be removed at his own cost and the premises would be restored as it was handed over. If the COMPANY wants that such structures should not be removed, but be retained in the premises, then the value of such construction / structure shall be determined by the Company which shall be final and paid to the licensee within a reasonable period.
13.6	In case of termination of the License in any manner, the LICENSEE shall not be entitled to claim any compensation from the Company or seek recovery of investments or an alternate premise.
13.7	In the event of insolvency or death or conviction in a court of law for an offence involving moral turpitude of the LICENSEE, the license shall be cancelled forthwith
13.8	That the vacation of the premises on expiry of the license period is essence of the Contract failing which the Company will be entitled to claim penal charges for unauthorized occupation @ 200% of the License fee but in no case less than Rs 1000/- per day. This shall be in addition to the license fee payable herein.
14.0	<b>Cost of Stamping and Execution</b>
14.1	That the LICENSEE shall bear the cost of stamping and execution of this agreement.
15.0	Any notice required to be served by the COMPANY upon the LICENSEE shall be deemed to be sufficiently served if signed by the officer authorized by the COMPANY and delivered, sent by Registered Post address to the LICENSEE at his last known place of business or at the said premises. Any notice to be served by the LICENSEE upon the COMPANY shall be deemed to be sufficiently given by him and delivered, if the same is properly addressed, and stamped and sent by Registered Post or hand delivered in the office of township administration of the Unit.
16.0	<b>Arbitration</b>
16.1	Any dispute or difference between the Parties arising out of or connected with the present agreement, except in so far as the same is covered by the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 or any other statutory enactments or modifications thereof as may be in force from time to time, shall be referred to arbitration by a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Head of the Unit of the Company. The proceedings of such arbitration shall be conducted in English language and shall be

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### **PART-B/PRICE BID**

The bidders are required to fill in the following Price Bid along with Monthly License Fee for that Particular Location ID.

	Description	Remarks
1.	Location ID	
2.	Name of the Tenderer	
3.	Address of the Tenderer	
4.	Quotation for License fee  <b>(The Reserved License Fee is Rs 15,000/- (Rupees Fifteen thousand only) per Cell Tower of space 1000 SFT)</b>	<b>In Figures:</b>  <b>In Words :</b>

#### **Notes:**

1. **FOR ONE LOCATION ID, SUBMIT ONLY ONE PRICE BID IN SEALED ENVELOPE.** If a bidder quotes for multiple locations, separate sealed covers (Only Part B) for each location ID shall be submitted.
2. Reserve License fee-The unit quoted price shall be equal to or higher than the Reserve license fee in any condition. The bid shall be rejected summarily, if the unit quoted price are less than RLF.
3. Unit price quoted shall be valid for a period of 120 days from the date of opening of Technical cum Commercial Bid.
4. Bidders are advised to fill in carefully without addition / deletion / correction and quote the price exclusively against Shop ID as mentioned in NIT. Bids with addition(s) / deletion(s) / correction(s) shall be summarily rejected.
5. The Unit Price quoted in the Price Bid shall be in figure as well as in words. If there is a discrepancy between words and figures, the amount in words shall prevail.
6. The Unit quoted price shall be exclusive of GST and other charges.

**Date:**

**Place:**