

Tender Notification for

**Spaces for Telecom Tower (Cell on Wheel tower) for Enhancement of Mobile (Cellular) Network at
Selected Locations in BRPL**

CMC/BR/20-21/SV/AR/AN/883

Due Date for Submission: 04.01.2021, 15:30 HRS

**BSES RAJDHANI POWER LIMITED,
BSES Bhawan, Nehru Place, New Delhi-110019
Corporate Identification Number: U74899DL2001PLC111527
Telephone Number : +91 11 3009 9999
Fax Number: +91 11 2641 9833
Website: www.bsedelhi.com**

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SECTION I**REQUEST FOR QUOTATION****1.1 GENERAL**

BSES RAJDHANI Power Limited invites sealed tender in **02 (two)** envelopes for providing “ **Spaces for Telecom Tower (Cell on Wheel tower) for Enhancement of Mobile (Cellular) Network at Selected Locations in BRPL**” for **Six (06)** years. The bidder must qualify the requirements as specified in clause 1.3 stated below. **The sealed envelopes shall be duly super scribed as-**

“BID FOR Spaces for Telecom Tower (Cell on Wheel tower) for Enhancement of Mobile (Cellular) Network at Selected Locations in BRPL”
“NIT NO CMC/BR/20-21/SV/AR/AN/883”.

1.01 BRPL invites sealed tenders from eligible Bidders for a contract valid for Six years for the above-mentioned Contract (clause 1.01).

Estimated cost of Contract for BRPL : Rs. 6,19,00,000/-
Earnest money Deposit : Rs. 6, 19,000/- for all the locations
Cost of Tender form (Non- Refundable) : Rs.1180/-
Contract Period (Refer award decision) : Six (06) Years

Tender documents on sale : 11/12/2020

Date & Time of Pre- Bid Meeting : **21.12.2020 at 15:00 HRS**
at BSES Bhawan, Nehru Place, Delhi – 19 /
in webex at <https://bsesrajdhani.webex.com/meet/svenkat>

Date & time of Submission of Tender : 04.01.2021 till 15:30 HRS

Date & time of opening of Tender : 04.01.2021 till 16:30 HRS
(Opening of technical bid)

The tender document can be obtained from address given below against submission of non-refundable demand draft of **Rs.1180/-** drawn in **favor of BSES RAJDHANI Power Ltd**, payable at Delhi:

Head of Department
Contracts & Material Deptt.
BSES RAJDHANI Power Limited
I Floor, 'C' Block
BSES Bhawan
Nehru Place-110019

The tender papers will be issued on all Contracting days upto the date mentioned in clause 1.01. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of bid documents.

PRE-BID MEETING

A pre bid meeting will be held at <https://bsesrajdhani.webex.com/meet/svenkat> as per the date mentioned above in Section –I.

1.2 POINTS TO BE NOTED

- 1.2.1 The Selected Bidder shall be allocated space for installation of telecom tower (Cell on Wheel tower "COW") based on the feasibility of site for enhancement of Mobile (Cellular) Network at selected locations of BRPL subject to the terms and conditions specified in the Agreement for COW detailed at **Annexure-II** in pursuant to bidding process.
- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3, should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- a. Request for quotation/ Notice Inviting Tender
 - b. Instructions to Bidder
 - c. Commercial Terms & conditions
 - d. Scope of Contract & specifications
 - e. Bill of Quantities/ Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES RAJDHANI POWER LTD reserves the right to accept/reject any or all Tender without assigning any reason thereof and alter the locations mentioned in the Tender documents at the time of award of Contract. Tender will be summarily rejected if:
- a. Earnest Money Deposit (EMD) of value INR 6,19,000/- is not deposited in shape of Bank Draft / Pay Order / Banker's Cheque drawn in favour of BSES Rajdhani Power Ltd, payable at Delhi respectively.
 - b. The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes & duties
 - b. Complete Technical details are not enclosed.
 - c. Tender fee of Rs. 1180 in favour of BSES Rajdhani Power Ltd
 - d. Tender is submitted after due date and time.

1.3 Qualification Criteria: - Pre-qualification Technical criteria:

The prospective bidder must qualify all of the requirements as specified in this document and the Agreement for COW attached hereto to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder, including as follows:

- i. The Bidder must have Access Service License/IP Registration Certificate issued from Department of Telecom Govt of India. The Bidder shall enclose copy of Access Service License / IP Registration Certificate issued from Department of Telecom along with its Bid.
- ii. The Bidder is engaged in providing various basic, cellular, broadband and other value added Telecommunication services herewith referred to as the " Said Services" , duly authorized and holding a Unified License issued by the Government of India, Ministry of Communications & IT, Department of Telecommunications ('DoT') and has acquired Broadband Wireless Access (BWA) spectrum from Department of Telecommunications and intends to provide various kinds of Telecommunications services and other allied services under the licenses granted by DoT. The Bidder is should be authorized to establish and maintain without limitation the assets such as dark fibres, right of way, duct space and tower, and other related equipment, etc. and is in

need of a premises for installing Cell on Wheels and its business purposes & in the interest to serve the public at large including the consumers of BRPL.

- iii. The Bidder should not be in default/non-compliance of the norms stipulated by DoT & concerned Agencies / Authorities of state Govt. & Central Govt. as per law for meeting the Radiation, Environmental , Cell On Wheels setup and operation, Communication, Safety etc norms as per established standards as may be applicable for all COW/ Temporary Telecom Tower.
- iv. The Bidder should not be in default/non-compliance of the guidelines for all necessary compliances stipulated by respective Municipal corporation and Telecom Authority guidelines from time to time for the purposes of this tender i.e. installation and maintenance of COW at the site allotted by BRPL and undertake to obtain all necessary License, approvals according to applicable laws and inform the respective concerned authorities of the setup and its commissioning thereafter.

Pre-qualification Commercial criteria:

- ❖ Bidder must provide proof of having an average turnover of **Rs. Fee 12 Crore** or more during the last three consecutive financial years. (FY 17-18, 18-19 & 19-20). Bidder to provide UDIN based CA certificate / balance sheet as proof of the same.
- ❖ Bidder should have valid GST, No. & PAN No.
- ❖ An undertaking (self certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government on account of executing similar order.
- ❖ Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- ✓ Audited balance sheet for the last three financial years (FY 17-18, FY 18-19 & FY 19-20).
- ✓ Bidder to submit UDIN based CA Certificate showing upto date all statutory compliance like GST returns/ PF and ESI returns etc. i.e upto FY 19-20.
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ UDIN No based turnover certificate issued by C.A for the last three Financial Years.
- ✓ No of Employees detail
- ✓ Premises Detail and addresses across India.

BRPL reserves the right to disqualify in spite of the bidders meeting the above QC. The decision of BRPL shall be final & binding on the bidder.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Please note that BRPL will verify the bidder's credentials submitted by the bidder, in case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit, including forfeiture of EMD & blacklisting may be initiated by BRPL. If required, BRPL may direct the bidder to provide the required contact details of the client who can confirm the authenticity of the documents submitted to facilitate the verification process within the timelines provided by BRPL.

1.4 Bidding and Award Process:-

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. Any deviation in submission of tender document by the bidder, even if the same is not noticed at the time of awarding of contract, but noticed after the awarding of contract, BRPL shall be having valid and standing rights to cancel the award and in that eventuality the Bidder shall not be entitled to claim any sum from BRPL, even if the bidder has made any investment in furtherance of award of contract. BRPL shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in **2(two) parts** and submit in original to the following address

Head of Department (Contracts & Material Dept.)
BSES RAJDHANI Power Ltd
1st Floor, C Block
BSES Bhawan, Nehru Place
New Delhi 110019

PART A : **TECHNICAL BID** comprising of following:

- EMD of requisite amount
- Non-refundable separate demand draft for Rs. **1180/-**. In case the forms are downloaded from the website.
- Documentary evidence in support of qualifying criteria.
- Technical Literature if any.
- Any other relevant document.
- Complete Tender document, duly signed & stamped as acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc.
- Acceptance to Technical Specifications if any.

Bidder will have to submit technical bids in original + 1 copy for technical evaluation. The technical bid shall also contain the tender Document with all pages signed & stamped with bidder's seal.

PART B: **FINANCIAL BID** comprising of

- Prices strictly in the Format enclosed in SECTION IV

TIME SCHEDULE

S. No	Steps	Comprising of	Due date
1	Technical Queries, if any	All Queries related to RFQ- to be mailed to the following: 1.murthi.thandavaran@relianceada.com	

		2.amitava.nandi@relianceada.com	
2	Submission of PART A Technical and Commercial Bid	EMD of requisite amount non-refundable demand draft for Rs. 1180/- In case the forms are downloaded from the website documentary evidence in support of qualifying criteria Any other relevant document acceptance to Commercial Terms and Conditions , Payment terms, BG etc	
3	Submission of PART B Financial Bid	Price strictly in the Format enclosed (Section IV) indicating Break up regarding basic price, taxes & duties etc.	

This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“Tender Notice No.& Due date of opening“. The same shall be submitted before the due date & time specified.

Part – A: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date **as mentioned in clause 1.01**. After technical evaluation, the list of qualified tenders will be posted immediately on BSES website.

PART B: This envelope will be opened after technical evaluation.

Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

1.4.2 Award Decision

- a) Company intends to award the business on a highest bid cum technical merit basis, so Bidder are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across quality, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.
- b) The Company reserves all the rights to award the contract to one or more bidders so as to meet its requirement or nullify the award decision without any reason.
- c) The Contract shall be for a period of Six year and shall be renewed based on mutual agreement as reviewed by the officer-in-charge from BRPL. The decision of officer-in-charge/competent authority in this regard shall be final and binding on the vendor.
- d) Interest Free Security Deposit/ Performance Security- Selected Bidder shall submit Interest Free Security Deposit / Performance Security to BRPL equivalent to Six (6 months fee) of the fee applicable for financial year as per the Agreement for COW and based on the no. of locations handed over to the Selected Bidder. In case of subsequent handing over of additional area allocated to the Selected Bidder, Interest Free Security Deposit/ Performance Security shall be updated as per updated increased area under possession of Selected Bidder.

Interest Free Security Deposit shall be accepted in the form of DD / PO only.

d) In case any Bidder is found unsatisfactory during the execution process, the award will be cancelled and BRPL reserves the right to award other Bidders who are found fit.

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. A bidder who violates the marketplace rules or engages in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the market place.
- Breach of the terms of the published in Request for Quotation/NIT.

1.4.4 Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from BRPL. This includes all bidding information submitted.

All RFQ documents remain the property of BRPL and all bidders are required to return these documents to BRPL upon request.

Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

1.5 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address

	Commercial	Technical
Contact Person	Head(C&M) Sreedhar.Venkat@relianceada.com	Head (NTI) abhishek.r.ranjan@relianceada.com
Address	BSES Rajdhani Power Ltd C&M Deptt. 1 st Floor , C-Block, Nehru Place, New Delhi	BSES Rajdhani Power Ltd , Nehru Place, New Delhi

SECTION – II

INSTRUCTION TO BIDDERS

A. GENERAL

1.0 BSES RAJDHANI Power Ltd hereinafter referred to as company, in the interest of public at large and BRPL consumers, is providing “**Spaces for Telecom Tower (Cell on Wheel “COW”) for Mobile (Cellular) Network at Selected Locations in BRPL**”, for the purpose of boosting / improving/ for stabilizing the telecom network connectivity in and around the said deemed premises/ building/area on the terms and conditions specified hereinafter and subject to all necessary permissions/ clearances/approvals to be obtained by the Bidder from the Local and Central agencies/authorities (as may be the case). The Company has now floated tender for **Licensing of Spaces for Telecom Tower (COW) for Enhancement of Mobile (Cellular) Network at Selected Locations** in BRPL as notified earlier in this bid document.

2.0 SCOPE OF CONTRACT:-

The scope shall describe below:

Objectives

- a). Provide space at BRPL operational area for use by the Bidder for installation of telecom tower (COW) for provision & enhancement of Mobile (Cellular) Network at selected Substations.
- b). To provide mobile coverage at and surroundings of Substations / operational area.
- c). To augment non-tariff revenue of BRPL by providing Space for telecom tower.

Scope of License for Bidders-

- a). The Selected Bidder shall be assigned with the space for installation of COW tower for provision / enhancement of Mobile (Cellular) Network at selected grid substations subject to the terms and conditions specified in the Agreement for COW at the location(s) identified as detailed at **Annexure-II** in pursuant to bidding process.
- b). The allocated sites shall exclusively belong to the BRPL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the SELECTED BIDDER. That Selected Bidder shall be using the allocated specific office space/specific portion/various assets (including land & building & various office premises) as PARKING SPACE for the purpose setting up COW a temporary telecom tower on wheels in the interest of public at large and BRPL consumers for the purpose of improving and building telecommunications network and as per the directive from the Central Government to see and minimize or have zero tolerance on the call drops.
- c). Only One Telecom Operators shall be allowed to operate at a particular space. The Space shall be utilised only by the Selected Bidder as per Terms and Conditions of Agreement for COW (**Annexure-II**).

- d). The Selected Bidder shall ensure compliance with permissible radiation limits for mobile towers as laid down by Municipal Corporation / State Government / Department of Telecommunications (DOT) of Govt of India from time to time. The Selected Bidder will use the Cell on Wheels (COW) to provide the cellular coverage in dense urban area so that it is completely safe for Human being from radiation. It will not harm any element in the environment and safe as per government guidelines on this subject. The Selected Bidder shall follow the norms stipulated by DOT & concerned Agencies / Authorities of state Govt. & Central Govt. as per law for meeting the Radiation norms as per established standards as may be applicable for all Telecom Towers.
- e). Selected Bidder shall be responsible for the following activities:-
- (i) The Selected Bidder shall use the allocated space for installation of telecom tower (COW) for provision & enhancement of Mobile (Cellular) Network at selected locations. For the purpose of placement of equipment, the Selected Bidder shall submit the design/ layout of the location of placement of equipment along with other relevant details. BRPL shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to BRPL, Selected Bidder is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from BRPL.
 - (ii) Designing of all units / structures to complement station architecture for installation of telecommunication equipment.
 - (iii) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the allocate space only. Selected Bidder shall prepare the plan for approval from BRPL.
 - (iv) Appoint an architect to interact with nodal BRPL representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
 - (v) Operate, manage and maintain the entire premises.
 - (vi) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DOT Govt Of India etc. at its own cost.
 - (vii) Comply with all statutory requirements in connection with Agreement for COW.
 - (viii) The Selected Bidder shall follow the norms stipulated by DoT & concerned Agencies / Authorities of state Govt. & Central Govt. as per law for meeting the Radiation, Environmental , Cell On Wheels setup and operation, Communication, Safety etc norms as per established standards as may be applicable for all COW/ Temporary Telecom Tower.
 - (ix) The Selected Bidder follow the guidelines for all necessary compliances stipulated by respective Municipal corporation and Telecom Authority guidelines from time to time and will obtain all necessary License, approvals according to applicable laws and inform the respective concerned authorities of the setup and its commissioning thereafter. All the requisite approvals obtained from the concerned authorities in that regard shall be submitted to BRPL office,

before (in case of commissioning of Temporary Telecom Towers/COW immediately from the date of signing the agreement) or after (in case of new changes only from the date of signing the agreement).

- (x) The Selected Bidder shall relocate the COW in case of any requirement for BRPL or government order, public outcry or any external stakeholders or agencies (State or Central Government) objection on a later date post the commissioning of the COW or the use of Telecom Tower related issues. Also that in the meanwhile, The Selected Bidder (as a Primary responsibility) ensures BRPL to get all statutory approvals from all concerned authorities and government(State and Central) including DOP, GoNCTD, DDA, MCD etc for the commissioning of the Permanent structure for the Telecom Tower in BRPL office premise.
- (xi) In case there are any Government's (State and/or Centre) new notification/law to Selected Bidder or the Telecom Industry w.r.t the COW and/or its usage/application, then Selected Bidder shall update the same to BRPL within 15 days from the date of release of such a notification/law and abide & comply to such new additions/deletions/changes whatsoever immediately and confirm BRPL by a written communication and Selected Bidder to maintain the said records.
- (xii) The Selected Bidder shall ensure to maintain periodic hygiene and maintenance of the respective Space would be carried out by the Selected Bidder to avoid any water logging, foot holes, etc which may be a cause of concern to BRPL and any individual /stake holder etc.
- (xiii) The Selected Bidder shall submit & attach copies of all statutory acknowledged application/approvals / Clearances / Certification to BRPL as applicable before commissioning the tower and maintain a diary for a specific location with copy of all approvals and share file as a duplicate with BRPL.
- (xiv) The Selected Bidder shall ensure that there is no interference caused to the flow of data or communication of BRPL Utility distribution network, due to the operation or any reason what so ever to Other Tele Infra service companies/ Telecom operators at the deemed premises.
- (xv) The Selected Bidder shall submit a certificate to BRPL (on or before 20 days from the date of Letter of Approval (LOA)) on the necessary measures for the safety and compliance as per law and the preparedness to mitigate any unforeseen eventuality if any during the term of this Agreement and file it in the diary respectively.
- (xvi) For placing the COW on the asset (land , building , various office premises etc) , necessary feasibility study be carried out by the Selected Bidder and a necessary approval for the parking space to be taken from the concerned BRPL Office In-charge or Office Head or the O&M Head or Business Head or CEO.
- (xvii) Ensure regular and timely payments of all amounts due to BRPL and discharge all obligations

as per Agreement for COW.

- (xviii) GST and surcharge thereon, as applicable from time to time, shall also be paid by the Selected Bidder. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the Fees for onward remittance to the Government. The Selected Bidder shall indemnify BRPL from any claims that may arise from the statutory authorities in connection with this License.
- (xix) Selected Bidder shall also adhere to procedure of BRPL regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System etc.
- (xx) Selected Bidder shall also ensure to provide feedback time to time in respect of any unethical practices that may come to its knowledge through our staff or otherwise.
- (xxi) In case mob / any individual damages any equipments BRPL shall not be responsible. The bidder is advised to take adequate insurance to cover the equipments damages at their own cost.
- (xxii) In case of any non cooperation or complaint received from Consumer / Govt Department / BRPL O&M regarding non performance of duty or not adherence to SOP of BRPL, a penalty upto Rs. 5,000/- shall be levy for every reported such incident by Head Inspection of the concerned circle. If at any instance it is observed that repeated instances of complaint a show-cause notice and a penalty of Rs. 50,000 per such instance shall be imposed and BRPL shall have the right to terminate the agreement without any notice in this regard.
- (xxiii) Total weight calculation & drawings of Cell towers to be submitted to BRPL from any government institution or structural designer.
- (xxiv) Notwithstanding anything stated in the tender or the Agreement for COW, it is agreed by the Selected Bidder that the sole responsibility of all statutory approvals including permissions from GoNCTD, MCD, SDMC, DoT, DERC for installation and running of COW during the validity of the agreement shall be of the Selected Bidder, and the Selected Bidder shall be solely responsible for checking and verifying the existence of approvals/statutory/necessary permissions for installation and running of COW at the designated sites. It is further agreed by the Selected Bidder that in case of default/lack in permission/approvals, in any manner whatsoever, whether disclosed immediately or any later occasion, BRPL shall not be responsible for the same and no claim, in relation to lack of permissions/approvals, be that it be related to cost and mobilization of assets or related to the refund of Selected Bidder fee, shall be maintainable against BRPL and the Selected Bidder shall also be liable to indemnify BRPL from interalia all costs/awards/penalties/third party claims.

General terms for grant of license:

The details of identified locations for installation of COW tower for provision & enhancement of Mobile (Cellular) Network at selected Locations are provided in **Annexure-I**. The Bidders are having liberty to quote for any one or more or all of the locations listed out in **Annexure-I**. The Fee shall be charged based on the

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Bidders seal & signature

actual area used for tower installation subsequent to issuance of LOA subject to chargeable area mentioned by the bidder. Additional area/ locations other than the above listed in may be provided to the Selected Bidder based on availability and feasibility at the sole discretion of BRPL.

In case of handing over of additional area at same location, no fitment period shall be provided. Interest free security deposit shall also be updated for the additional area prior to handing over. The tenure of such addition area/ location shall be co-terminus with the main Agreement for COW.

Premises: The locations shall be handed over to Selected Bidder for installation of COW telecom tower for provision & enhancement of Mobile (Cellular) Network at selected Locations within 15 days from the date of receipt of full payment as stipulated in Letter of Acceptance (LOA).

Tenure of Agreement for COW: The License shall be for a period of Six (6) years. That subject to the tenure of this Agreement, it is agreed by the Selected Bidder that initial 2 years from the commencement of Fee, shall be the lock-in period for the Selected Bidder and during the said tenure the Selected Bidder shall not be entitled to terminate this Agreement. In case of termination of this Agreement by the Selected Bidder, during the lock-in period, the Selected Bidder shall be liable to pay full / remaining Fee for the remaining tenure of lock-in period with the notice of termination.

The period of Six (6) may be further extended on satisfactory completion of the initial period of Six (6) year and on mutually agreed terms and condition/negotiated rate.

The tenure of the locations handed over subsequently, upon written understanding at the time of handing over of such additional locations, the same shall be co-terminus with above period irrespective of date of actual handing over of subsequent Location and upon termination of primary term/termination of agreement, the vendor shall lose all its rights to retain the premises and shall remove its equipments from the premises in terms of the provisions of bid document/agreement..

Commencement of Fee: Fee shall commence immediately after fitment period from date of handing over of first lot of stations subsequent to issue of Letter of Acceptance (LOA). Fitment period of 15 days shall also be applicable in case of additional locations shifting of existing location during the license period for placement and operation of telecommunication equipment including erection of Telecom Towers (COW tower). The Selected Bidder shall complete its fitment in all respects within this specified fitment period. The Fee shall commence immediately after the expiry of fitment period.

The Agreement for COW shall be executed on acceptance of LOA.

'As is where is basis': - The SELECTED BIDDER shall be allocated the space, on 'as is where is basis' and the SELECTED BIDDER shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of BRPL in writing and when permitted by the BRPL the said additions and alterations shall be carried out by the SELECTED BIDDER at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the allocated space and the same shall vest in BRPL. The Selected Bidder shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals, permissions and licenses from BRPL, Municipal Corporation, DOT of Govt of India and such other Statutory Authorities at its own cost and expense.

GST and surcharge thereon, as applicable from time to time, shall also be paid by the Selected Bidder. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the Fees for onward remittance to the Government.

The Selected Bidder shall indemnify BRPL from any claims that may arise from the statutory authorities in connection with this License.

Payment of stamp duty on agreement, if any, to be executed in pursuance of this license Bid shall be borne by Selected Bidder.

Notwithstanding anything stated in this tender document or the Agreement for COW, the Selected Bidder shall be bound for the following:

(a) That during the validity of the Agreement for COW, if any liability is arisen related to the payment of stamp duty related to use by the Selected Bidder of the allotted sites, the same shall be the sole responsibility of the Selected Bidder and BRPL shall not be responsible for any payment relating to such stamp duty and/or the imposition of any tax/duty/penalty related to the payment of such stamp duty.

(b) That during the validity of the Agreement for COW, in case any tax liability (including property tax/commercial tax etc) of any nature arises leading to imposition of additional tax or the increase of existing tax on the whole premises/locations, where the COW has been installed and/or running, the Selected Bidder shall be solely responsible to pay such new/incremental tax related to whole premises/locations.

The Locations as per **Annexure -I** are occupied by existing Selected Bidder, and shall be handed over on vacation of space by existing Selected Bidder. The expected date of vacation will be communicated on issuance of LOA.

3.0 Disclaimer

3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in anyway from the selection process for the Contract.

3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and the company will in no case be responsible or liable for those costs.

5. BIDDING DOCUMENTS

5.01 The Scope of Contract, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter accompanying Bidding Documents, the Bidding Documents include:

SECTION – I	:	REQUEST FOR QUOTATION
SECTION – II	:	INSTRUCTIONS TO BIDDER
SECTION – III	:	TERMS AND CONDITION
SECTION – IV	:	PRICE FORMAT
SECTION – V	:	BID FORM
SECTION – VI	:	FORMAT FOR EMD BANK GUARANTEE
SECTION – VII	:	LIST OF LOCATIONS (ANNEXURE-I)
SECTION – VIII	:	AGREEMENT FOR COW (ANNEXURE-II)
SECTION – IX	:	CHECK LIST

5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

6.0 AMENDMENT OF BIDDING DOCUMENTS

6.01 At any time prior to the deadline for submission of Bids, the Company may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be uploaded in the website of BRPL and will be binding on them.

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Company may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

(a) Bid Form ,Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification as mentioned in Section I – Request for Quotation (Point No. 1.3, Qualification Criteria).

(b) All the Bids must be accompanied with the required EMD and tender fee as mentioned in the Section-I against each tender.

9.0 BID FORM

9.01 The Bidder shall submit “Original” Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

9.02 EMD Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Demand Draft/Pay Order drawn in favor of BSES RAJDHANI Power Ltd, payable at Delhi.
- (b) Fixed Deposit Receipts (FDR) from a scheduled bank in favor of BSES RAJDHANI Power Limited valid for 6(six) months after last date of receipt of tenders

Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the highest bidder shall be adjustable in the security bank guarantee

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) In the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order, or
 - (ii) Furnish the required performance security BG.

10.0 BID PRICES

10.01 Bidders shall quote rate for each location along with area required. The bidder is required, at his expense, to obtain all the information he may require to enable him to submit his tender.

The rate quoted by the Bidder shall be “**escalated at 4% per Annum**” for each year.

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid & open for acceptance for a **period of 120 days** from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the Company may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier.

13.0 ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 FORMAT AND SIGNING OF BID

14.01 The original Bid Form and accompanying documents(as specified in Clause 9.0),clearly marked "Original Bid", must be received by the Company at the date, time and place specified pursuant to Clauses 15.0

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and16.0.

14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid.

14.03 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the Company before the closing time for submission of the bid.

15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be super scribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with super scribed —“Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be super scribed with —“Tender Notice No.& Due date of opening“.

15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the Company to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the Company.

16.0 DEADLINE FOR SUBMISSION OF BIDS

16.01 The original Bid must be timely received by the Company at the address specified in Section-I

16.02 The Company may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0,in which case all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. No Joint Venture is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

Any Bid received by the Company after the deadline for submission of Bids prescribed by the Company, pursuant to Clause 16.0, will be declared "Late" and rejected and returned unopened to the Bidder.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

E. EVALUATION OF BID

20.0 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Company's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

21.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Company may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

22.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

- 22.01 Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 22.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and Area, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 22.03 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.
- 22.04 Bid determined as not substantially responsive will be rejected by the Company and/or the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

23.0 EVALUATION AND COMPARISON OF BIDS

- 23.01 The evaluation of Bids shall be done based on the highest cost offered along with technical capability.
- 23.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, the Bids would be subjected to a responsiveness check. The Technical Proposals and the Conditional ties of the Bidders would be evaluated.

Subsequently, the Financial Proposals along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

- 23.03 The Company's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:
- (a) Previous experience with BRPL
 - (b) Conformance to Qualifying Criteria
 - (c) Deviations from Bidding Documents
 - (d) The unconditional acceptance by the bidder to compliance of the terms of this tender and the Agreement for COW and the permissions/approvals with the bidder for the purposes of the Agreement for COW.

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

The cost of all quantifiable deviations and omissions from the specification, terms and conditions specified in Bidding Documents shall be evaluated. The Company will make its own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

- 23.04 Any adjustments in price, which result from the above procedures, shall be added for the purposes of comparative evaluation only to arrive at an "Evaluated Bid Price". Bid Prices quoted by Bidders shall remain unaltered.

F. AWARD OF CONTRACT

24.0 CONTACTING THE COMPANY

- 24.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Company on any matter related to the Bid, it should do so in writing.

- 24.02 Any effort by a Bidder to influence the Company and/or in the Company's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

25.0 THE COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Company reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

26.0 AWARD OF CONTRACT

The Company will award the Contract to the successful Bidder whose Bid has been Determined to be the highest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract. Company reserves the right to scrap the tender or to award order to more than one bidder depending upon the compelling scenarios.

27.0 THE COMPANY'S RIGHT TO VARY QUANTITIES

The Company reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities without any change in terms and conditions during the execution of the Order.

28.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the highest (H1). The successful Bidder shall be required to furnish a letter of acceptance within 7 days of issue of the letter of intent /Notification of Award by Company.

29.0 CORRUPT OR FRAUDULENT PRACTICES

- 29.01 The Company requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the Company:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:

"Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

"Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the execution of a contract to the detriment of the Company, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the Company of the benefits of free and open competition.

- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

29.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III:

TERMS AND CONDITIONS

1. Definition:

The following terms & expressions as used in this order shall have the meaning defined and interpreted hereunder:

1.1 Company:

The terms 'Company' shall mean BSES Rajdhani Power Ltd. (also mentioned as 'BRPL'), having its office at BSES Bhawan, Nehru Place, New Delhi 110019 and shall include its authorized representatives, agents, successors and assigns.

1.2 Bidder:

The terms 'Bidder' shall mean Vendor/ Bidder and shall include its authorized representatives, agents, successors and assigns.

1.3 Services:

The term 'Services' shall mean and includes the Services to be performed by the Bidder under this Agreement in accordance with the scope of services defined below, and such other services as may be instructed by BRPL from time to time.

1.4 Rate:

The terms 'Rate' shall mean the unit rates as mentioned for the items/work under this Contract and payable by the Bidder for space allocated to them. The rate excludes all applicable taxes, levies and other statutory charges applicable.

1.5 Officer in Charge:

The term 'Officer-in-Charge' shall mean the company's nominated representative for the purpose of all the contractual arrangement / implementation.

1.6 "Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, consent, grant, franchise, concession, certificate, exemption, order, registration, declaration, filing, report or notice, or concessions any of, with or to any required to be obtained from or provided by any Central, State and/Local Indian Governmental Instrumentality for the installation and operation of the Telecom Equipment and Support Infrastructure including without any limitation for the construction, ownership, operation and maintenance of the Telecom Equipment and Support Infrastructure means any Governmental Authority.

1.7

"State/Indian Governmental Instrumentality" means any authority or body or institution of self-government established or constituted,-

(a) by or under the Constitution of India;

(b) by any other Law made by Parliament;

(c) by any other Law made by State Legislature;

(d) by notification issued or order made by the appropriate Government.

- 1.8 **"Insurances"** shall mean the insurance cover to be obtained and maintained by Selected Bidder in accordance with the terms of Agreement for COW.
- 1.9 **Law or Laws" "** in relation to the Agreement for COW, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification, order or code, or any interpretation of any of them by an Indian/State Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the Appropriate Commission.
- 1.10 **"Telecom Equipment"** includes antennas, telecommunication infrastructure, equipments and associated ancillaries to be collocated on the Allotted ELECTRIC Poles for wireless telecom coverage by relaying and/or transmitting radio frequencies of Selected Bidder and / or its customers

2 Interpretation:

2.1 The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement; and

2.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.

2.3 References to the word "include" or "including" shall be construed without limitation;

2.4 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;

2.5 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Contract.

3. Language and Measurement:

The order issued to the Bidder by the company and all correspondence and documents relating to the order placed on the Bidder shall be written in English language.
Metric System shall be followed for all dimensions, units etc.

4. **Delivery Time:** The schedule and the locations shall be provided by NTI Department of BRPL

5. BRPL Obligations:

5.1 The schedule and the locations shall be provided by NTI Department of BRPL.

6. Taxes & Duties:

6.1 Prices will exclusive of taxes and the same shall be paid extra at prevailing applicable taxes including GST and other incidental costs, duties and all other applicable charges imposed in India.

6.2 However, during the tenure of the contract, introduction of any new taxes/levies/duties (whether state or central) shall be paid as applicable as per prevailing rates. This also covers any upward / downward variation in the applicable taxes.

6.3 Vendor shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out the performance of this agreement. The Vendor shall submit to BRPL true copies of receipts / challans of all such taxes paid within 30 days of making such payments for record of BRPL.

7. Terms of Payment:

The bidder to quote Fee for each location and the Selected Bidder shall pay to BRPL, quarterly in advance, all payments requested as per details and rates indicated in the table below.

The maximum area BRPL can provide is 20 sq-mtr to 25 sq-mtr for Cell on Wheel tower. The bidders to submit approved standard drawing.

Sr No	Name of the Location	Fee (Rs per month excluding tax)

BRPL may time to time notify additional site available for installation of COW tower subject to feasibility. The fee applicable for the same shall be average quoted price by the bidder.

The Fee shall be escalated at **4% per annum** on a compounding basis after completion of each year of license period.

Fees and other dues shall be payable quarterly in advance to BRPL, by the last working day of previous running quarter. The re-conciliation of Fee and other dues shall be carried out annually. Based on re-conciliation, the adjustment of Fee payable to BRPL shall be carried out along with Interest free Security Deposited/Performance Security with payment of Fees of next quarter. However, the first quarterly Fee shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA).

The space allocated though this RFP are bare open spaces and no Air-Conditioning facility /electricity shall be available on these spaces. If required, the Selected Bidder shall arrange and maintain at its own cost.

Interest Free Security Deposit/ Performance Security:- Selected Bidder shall submit Interest Free Security Deposit / Performance Security to BRPL equivalent to Six month Fee applicable for financial year as per the Agreement for COW and no. of locations handed over to the Selected Bidder. In case of subsequent handing over of additional area allocated to the Selected Bidder, Interest Free Security Deposit/ Performance Security shall be updated as per updated increased area under possession of Selected Bidder.

Interest Free Security Deposit/ Performance Security shall be accepted in the form of DD/PO

8. Late payment surcharge:

In case of delay in payment of Fee by the bidder, interest at 18% p.a will be charged at Fee payable by the bidder

9. Deleted

10. Secrecy & Confidentiality:

If for the contractual work, the Company furnishes the Bidder any data files, information etc. or these are made by the Bidder himself, the same shall be kept strictly confidential by the Bidder and shall be used by him only for the contractual work. The Bidder shall, under no circumstances, allow the data files etc. made for the contractual work to be used by a third party. ‘

That any information concerning the COMPANY which is designated in writing as proprietary and confidential, the BIDDER shall not publish or otherwise disclose it to others.

The BIDDER shall, at all times use their best endeavor to keep confidential all information. Accordingly, the BIDDER shall not disclose the same to any other person, provided that the provisions of this section shall not apply to information which was furnished prior to the signing of Agreement / issuance of this tender document, without restriction; is or becomes knowledge available within the public domain (other than by breach of the foregoing obligation of confidentiality) ; is received by either the COMPANY or the BIDDER from a third party without restriction is independently developed by either the COMPANY or the BIDDER provided that (i) nothing herein shall limit the right of the COMPANY to provide any information regarding the BIDDER or any other person who has executed a confidentiality undertaking to the COMPANY covering the BIDDER confidential information that is substantially similar to the provision of this section or otherwise with the BIDDER's consent; and (ii) the BIDDER may provide to their employee any information necessary to carry out the services.

11. Terms

11.1 Terms:

11.1.1 This Contract shall be effective from the Effective Date from the date of LOI and shall continue to be in full force for a period of **Six (06) years** unless extended or terminated earlier by BRPL in accordance with the provisions below or time extension.

12. Notices:

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 3 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail.

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

13. Deleted:

14. Force Majeure:

a) General:

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of

doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with Clause 14

b) Specific Events of Force Majeure:

Subject to the provisions of Clause 14, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and

Explosions or fires

Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;

Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

c) Notice of Events of Force Majeure

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:

Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event

Use all reasonable efforts to resume full performance of the obligation as soon as practicable

Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis

Provide prompt notice of the resumption of full performance or obligation to the other party.

d) Mitigation of events of force majeure:

The Bidder shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and

(iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

e) Burden of proof:

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In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

f) Terminations for certain events of force majeure:

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

15 Modifications of Services:

15.1 BRPL may at its sole discretion modify all or any portion of the Services by providing notice in writing to Bidder of not less than Fifteen (15) days specifying the extent to which performance of Services is modified and the date upon which the same will be effective. Upon receipt of any such notice, Bidder shall, unless the notice requires otherwise:

15.2 Promptly and to the extent specified in the notice carry on the Services as modified; and

15.3 Place no further orders with respect to modified Services for any materials other than as may be necessarily required for completion of such portion of the work that was commenced prior to receipt of such notice modifying such work.

16. Dispute Resolution Mechanism:

16.1 Notwithstanding anything contained in this contract, all questions, disputes or difference whatsoever, between the parties to the Contract, arising out of or relating to the construction, meaning and operation or interpretation of provision of the contract or matters related thereto whether during the currency of the contract, or its failure or after the completion of the Agreement shall be adjudicated by a sole arbitrator jointly appointed by the parties to the contract.

16.2 The award of the arbitrator shall be final and binding on the parties to the Agreement. The Courts at Delhi shall be having exclusive jurisdiction over the dispute associated and / or arising out of the Agreement for COW and / or the terms of this bid document. The venue of arbitration shall be in Delhi Only. The award of arbitrator shall be binding upon the parties. The language of proceedings of arbitration shall be English.

16.3 For all other matters as not specified in clause 15.2 the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and /or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings.

16.4 Notwithstanding the commencement or continuance of the arbitration, the Parties shall continue performance of the Agreement with due diligence. The Bidder shall have no right to withhold the payment of fee dues to BRPL under any circumstance.

17. Representations, Warranty and Indemnities

17.1 Representations and Warranty

The Bidder hereby represents and warrants that:

17.1.1 It is a legally recognized entity under the laws of India and is registered under GST Act and shall furnish the relevant documents on demand;

17.1.2 The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;

- 17.1.3 It has studied the feasibility, terms of bid documents, terms of Agreement for COW, Establishment conditions and other prevailing conditions and all other operational details and based on these studies carried out, and has, on the basis of such study agreed to provide to BRPL the Services as contemplated in this Agreement;
- 17.1.4 It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 17.1.5 It shall procure suitable materials and manpower for the purposes of this Agreement to render Services;
- 17.1.6 The Services shall be conducted in a safe and efficient manner at the Establishment and at all times in compliance with good industry practices and requirements of BRPL.
- 17.1.7 It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the due and proper performance of Services;
- 17.1.8 It shall duly pay the duties, taxes and levies as are set out in this Agreement, which are to be paid by the Bidder;
- 17.1.9 There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement
- 17.2 Indemnity:**
The Bidder shall keep BRPL indemnified at all times, against all claims, losses, damages or liability that may arise under the Agreement (whether criminal or civil and including legal fees and costs incurred), including
- 17.2.1 Resulting from a breach of the Agreement by Bidder including any act, neglect or default of its manpower;
- 17.2.2 Resulting from any breaches in respect of any matter arising from the provisions of Services resulting in any successful claim by any third party;
- 17.2.3 Claims for compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being in force to any workman / employees or staff engaged by the Bidder in carrying out the Services and against costs and expenses, if any, incurred by BRPL in connection therewith.
- 17.2.4 The Claims for compensation or any other liability/penalty/award relating to the legal proceedings initiated by or upon the insistence of the consumers of Selected Bidder and or persons claiming to be affected from the activities of the Selected Bidder.
- 17.2.5 The indemnities provided under this Clause are without prejudice and in addition to BRPL's rights to make any recovery whatsoever under this Agreement, with or without invoking the indemnity provisions.

18. Deleted

19. Statutory Obligations:

It is Bidder sole responsibility to obtain necessary statutory approval comply with the various applicable laws/rules / Regulations framed there under including any statutory approval required from the Central/State Govt. including approvals from SDMC/MCD/DERC/DOT.

20. Workman Compensation:

The Bidder shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the Bidder however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the Bidder, the Bidder shall certify for the same.

The Bidder shall keep the company indemnified at all times, against all claims of compensation under the provision of Workmen Compensation Act 1923 and as amended from time to time or any compensation payable under any other law for the time being workman engaged by the Bidder/sub-Bidder/sub-agent in carrying out the job involved under this CONTRACT and against costs and expenses, if any, incurred by the company in connection therewith and without prejudice to make any recovery.

The company shall be entitled to deduct from any money due to or to become due to the Bidder, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Bidder shall abide by the decision of the Company as to the sum payable by the Bidder under the provisions of this clause-

21. Staff and Workman:

It shall be responsibility of Bidder

- (I)
 - (a) To obtain Contract Labour License from the concerned authorities and maintain proper liaison with them. The bidder will bear all expenses for obtaining Labour license and registration in PF Department for bidder's scope of work. Bidder will deposit PF of your staff/laborer each month.
 - b) To obtain workman insurance cover against deployment of workers etc.
- (II) To maintain, proper records relating to workmen employed, in the form of various Registers
- (III) To maintain proper liaison with the Project authorities, local police and all other government and local bodies.
- (IV) To pay bidder's workmen at least not less than the minimum prescribed wages as per state/Central Labour laws as may be, applicable. The Bidder shall, be responsible for compliance of all the provisions of minimum Wages Act, PF, ESIC Act workmen Compensation Act and Contract Labour Regulation & Abolition Act the rules made there under
- (V) All the labour deployed by the Bidder shall comply with BRPL safety and standard.
- (VI) The Selected Bidder shall be entirely responsible for the deployment of necessary resources pertaining to COW/related activities to the purpose of COW and for the purpose & usage of COW, COW /Telecom Tower on COW Structure, Telecom Equipments, Supporting Infrastructure, facilities etc. and ensure that its obligations under the Agreement for COW are rendered/delivered, through its permanent employees and other authorized representatives, consultants, sub contractors, agents etc. BRPL shall not be liable in any manner whatsoever for any non-compliance on part of the Selected Bidder of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire costs and consequences shall be strictly borne by the Selected Bidder.
- (VII) The Selected Bidder shall maintain requisite records, registers and books of accounts etc. which are obligatory under applicable law for COW and business of the Selected Bidder and BRPL and shall provide such information as may be required under any law to any authority and to the other party if it is so required.
- (VIII) During the operation of the Agreement, the Selected Bidder shall comply with all applicable laws including labour laws as may be applicable to its employees/labour/workers including the following as amended from time to time:

- a) Workmen Compensation Act, 1923
- b) Payment of Gratuity Act, 1972 (Not for BRPL contractual employees)
- c) Employee P.F. and Miscellaneous Provision Act, 1952
- d) Maternity Benefit Act, 1961
- e) Contract Labour (Regulation & Abolition) Act, 1970
- f) Minimum Wages Act, 1948
- g) Payment of Wages Act, 1936
- h) Equal Remuneration Act, 1979
- i) Payment of Bonus Act, 1965
- j) Industrial Disputes Act, 1947
- k) Industrial Employment (Standing Orders) Act, 1946
- l) Trade Unions Act, 1926
- m) Child Labour (Prohibition & Regulation) Act, 1986
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service Act, 1979
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act, 1996; and
- p) Factories Act, 1948

and the employees, labour, workers, of either party and its contractor / sub-contractors shall in no case be treated as the employees of the other party in any capacity at any point of time.

22. Third Party Insurance:

Before commencing the execution of the work the Bidder/Selected Bidder shall take third party insurance policy to insure against any damage or loss or injury which may occur to any property / public property or to any person or any employee or representative of any outside Agency/ the company engaged or not engaged for the work of the company, by or arising out of the execution of the work or temporary work or in carrying out of the Agreement for COW. For third party insurance policies, the Bidder shall be responsible for settlement of claims with the underwriters without any liability on the purchaser / owner and will arrange replacements / rectification expeditiously without a waiting settlement by insurance claim at Bidders own cost.

23. Miscellaneous:

23.1 Assignment:

This Agreement shall not be assigned either fully or in part by any Party hereto to any third party without the consent, in writing, of the other Party and only upon such terms as are mutually agreed by both the Parties hereto, except that BRPL may, in whole or in part, assign this Agreement to its Affiliates, without the prior written consent of Bidder. In the event this Agreement is assigned under the terms of this Clause, the assignees of the respective Parties shall be bound by the terms and conditions of this Agreement and shall, if deemed necessary by the Parties at the time of such assignment, undertake in writing to be so bound by this Agreement.

23.2 Relationship between Parties:

Bidder is serving as an independent Bidder of BRPL This contract creates no partnership, pooling or joint venture relationship between the parties, and no employment relationship between BRPL and the employees, consultants, workmen or representatives assigned by Bidder to perform the Services hereunder.

23.3 Entire Agreement:

This Contract /Agreement, together with all attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and shall supersede any and all prior oral or written representations, understandings or agreements relating thereto.

23.4 Amendment:

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both Parties.

23.5 No Waiver:

The failure of either party, at any time during the Term hereof, to require performance by the other party of any provision of this Rate Contract/ Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

23.6 Severability:

If any provision of this Contract is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Contract is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

23.7 Laws:

The Parties hereto shall comply with all applicable central and state laws, rules, court orders, governmental, regulatory or statutory orders and other regulations as required in connection with the performance of this Contract.

23.8 Offset:

BRPL may deduct or retain out of any monies, which may be due or become due to Bidder hereunder or otherwise, any amounts owed by Bidder to BRPL hereunder or otherwise.

23.9 Governing Law:

This Agreement / Rate Contract shall be governed and interpreted exclusively in accordance with laws of India.

23.10 Headings:

The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this Agreement/ Rate Contract or as a limitation of the scope of the particular Clause to which the title refers.

23.11 Counterparts:

This Agreement/ Rate Contract may be executed by one or more of the Parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

23.12 Survival: Any provisions of this Rate Contract which, either expressly or by implication, survive the termination or expiration of this Rate Contract, shall be complied with by the Parties in the same manner as if the present Rate Contract is valid and in force even after termination or expiry.

24. Acceptance: Acceptance of this contract implies and includes acceptance of all terms and conditions enumerated under this tender document / Agreement for COW / any other / directions / policies / terms of use of the premises as when notified during the term of the this Agreement..

25. Safety Code: The Bidder shall ensure adequate safety precautions at site as required under the law of the land to facilitate safe working during the period of use including the policies/instructions notified to bidder/Selected Bidder by BRPL and shall be entirely responsible for the complete safety of their workmen as well as other workers at site and premises during execution of contract.

The Bidder shall observe the safety requirements as laid down in the contract and in case of sub-contract (only after written approval of company), it shall be the responsibility of Bidder that all safety requirements are followed by the employees and staff

The Bidder shall have a safety co-ordinator in order to ensure the implementation of safety requirements of the contract who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the site.

The Bidder shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.

In case of any accident, the Bidder shall immediately submit a statement of the same to the owner and the safety officer, containing the details of the accident, any injury or casualties, extent of properly damage and remedial action taken to prevent recurrence and in addition, the Bidder shall submit a monthly statement of the accidents to the owner at the end of each month.

26. Vendor Code of Conduct

Vendor confirms to have gone through the Policy of BRPL on legal and ethical code required to be followed by vendors encapsulated in the "Vendor Code of Conduct" displayed on the official website of BRPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract.

Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract.

In event of any such breach, irrespective of whether it causes any loss/damage, BRPL shall have the right to recover loss/damage from Vendor.

The Bidder/Vendor hereby indemnifies and agrees to keep indemnified the BRPL against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Bidder/Vendor or its officers, agents & representatives etc.

27. Termination of Contract:

1. BRPL may (without prejudice to any of its other rights or remedies under the Agreement or in law) terminate the whole or any part of Bidder's scope of Service, in any one of the following circumstances (defaults):
 - a. If Bidder fails or refuses to perform the Services within the time specified in his behalf or in the manner and within the time frames agreed in this behalf or abandons the Services; or
 - b. If Bidder fails to provide adequate assurance of Bidder's ability to meet the quality standards or the time frames provided in the agreement; or
 - c. The Bidder disregards or violates applicable laws or applicable permits; or
 - d. The Bidder fails to correct defects and deficiencies in any Services; or
 - e. If any of the representations or warranties provided by the Bidder are found to be false or incorrect; or
 - f. If the Bidder breaches any other term of the BID/TENDER DOCUMENT, Agreement for COW including delay in payment.
2. In the event of the occurrence of any of the above, BRPL may, at its sole discretion, provide Bidder with written notice of BRPL's intention to terminate for default. In the event Bidder fail to cure such default within 30days of such notice, BRPL may, by written notice, forthwith terminate this Agreement.
3. BRPL shall have the right to terminate this Agreement forthwith by providing written notice to Bidder in the event that Bidder (i) files a voluntary petition in bankruptcy or for winding up or has an involuntary petition in bankruptcy or for winding up filed against it, (ii) admits the material allegations of any petition in bankruptcy or winding up filed against it, (iii) is adjudged bankrupt, or (iv) makes a general assignment for the benefit of its creditors, or if a receiver is appointed for all or a substantial portion of its assets.

4. In case the Bidder fails to make payment within the specified period as per the Agreement schedule, the Company reserves the right to terminate the contract, at any stage without assigning any reasons thereof. In such case, the Company shall have the right to forfeit the entire / part amount of EMD / Security Deposit.
5. **Termination for Company's convenience:** The Company at any time terminate the contract for any reason, by giving the Bidder a notice of termination. Upon receipt of the notice of termination, the Bidder shall either within 30 days of receipt of such notice, or on the date specified in the notice of termination vacate the site in a clean and safe condition.
 - o Remove all Bidder's equipment from the site, repatriate the Bidder's and its sub-Bidder's personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the site in a clean and safe condition.
 - o Deliver to the company/BRPL the parts of the facilities executed by the Bidder up to date of termination.
 - o In case of any direction / orders by any judicial / quasi-judicial/administrative authority, directing the immediate stoppage of the use of tower/equipment, installed by the bidder under this Agreement for COW, the bidder irrespective of the issuance of notice of termination by BRPL and /or the remaining tenure of notice of termination, shall immediately stopped the functioning of the said tower / equipment. It is agreed by the bidder that incase of termination of Agreement for COW by BRPL, the bidder shall not be entitled to claim any amount from BRPL towards losses, damages or any things whatsoever

In the event of termination of the contract by BRPL, under this clause, BRPL shall refund Fee, of the remaining tenure, if any paid by the bidder after setting off the owner's claim if any under the contract:

- b) The costs reasonably incurred by the BRPL in the removal of the Bidder's equipment from the site.
- c) It is clarified that in case of termination of Agreement by BRPL because of the breach of any of the terms of Agreement for COW or the bid document or the failure on the part of Selected Bidder in compliance of any Law/ Rule /Regulation associated with the use of premises, the Fee if any paid in advance for the remaining tenure shall not be refunded and shall be forfeited by BRPL and no claim seeking refund of such Fee and /or any interest / compensation / penalties thereon by the bidder shall not be maintainable before any court of Law.

SECTION-IV

PRICE FORMAT

The bidder to quote for total area of 20 Sq-mtr per location

Sr No	Name of the Location	Total Fee (Rs per month excluding tax)

BRPL may notify additional site available for installation of COW tower subject to feasibility. The fee applicable shall be average quoted price of the bidder.

- The Fee shall be escalated at 4% per annum on a compounding basis after completion of each year of license period.
- GST Shall be extra on above quoted price.
- Any additional area utilized shall be charged extra on prorated basis.

SECTION V

BID FORM

To

Head of Department
Contracts & Material Dept.
BSES Rajdhani Power Ltd
1st Floor, C Block
BSES Bhawan, Nehru Place
New Delhi 110019

Sir,

- 1 We understand that BRPL is desirous of servicing of in it's licensed distribution network area in Delhi
- 2 Having examined the Bidding Documents/Agreement for COW for the above named works, we the undersigned, agree to execute the task in full conformity with the Terms and Conditions and technical specifications or such other sums as may be determined in accordance with the terms and conditions of the Agreement for COW and BID/Tender Document .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we undertake to perform all activities, in adherence of the timelines as agreed.
- 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 5% (Five) percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
- 5 We agree to abide by this Bid for a period of days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we have studied the provision of Indian Laws for supply of equipments/materials and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 If the award of contract, the bidder shall be solely responsibility of all statutory approvals including permissions from GoNCTD, MCD, SDMC, DoT, DERC for installation and running of COW during the validity of the agreement shall be of the Selected Bidder, and the bidder shall be solely responsible for checking and verifying the existence of approvals/statutory/necessary permissions for installation and running of COW at the designated sites. That in case of default/lack in permission/approvals, in any manner whatsoever, whether disclosed immediately or any later occasion, BRPL shall not be responsible for the same and No claim, in relation to lack of permissions/approvals, be that it be related to cost and mobilization of assets or related to the refund of Selected Bidder fee, shall be maintainable against BRPL and the bidder shall also be liable to indemnify BRPL from interalia all costs/awards/penalties/third party claims.
- 9 We understand that you are not bound to accept the highest, or any bid you may receive.
- 10 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2020

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS).....

SECTION VI

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (here after called the "Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank] (herein after called the "Bank"), are bound unto BSES Rajdhani Power Ltd., with its Corporate Office at BSES Bhawan Nehru Place, New Delhi -110019, (herein after called —the "Purchaser") in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
- (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders/ Terms and Conditions;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s).

This guarantee will remain in force up to and including Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION VII

Annexure-I: List of Locations

Sr No	Location	Latitude	Longitude	Address
1.	STC070;IOC BIJWASAN GRID SST	28.53936	77.0591	IOC BIJWASAN ,DELHI
2.	STC104;VASANT KUNJ C-BLK GRID SSTN	28.5363	77.1526	STC104;VASANT KUNJ C-BLK GRID SSTN
3.	STC103;VASANT KUNJ B-BLK GRID SSTN	28.5257	77.16591	66kv grid sub station,Sec-B5/B6,Vsant kunj
4.	STC109;JASOLA GRID SSTN	28.542843	77.29124	66 KV GRID STN JASOLA SPORTS COMPLEX JASOLA , NEW DELHI
5.	STC095;R.K.PURAM-II GRID SSTN	28.568169	77.18181	STC095;R.K.PURAM-II GRID SSTN
6.	STC108;IGNOU GRID SSTN	28.499664	77.20172	BSES ,66KV Grid S/STN IGNOU Campus Maidangari
7.	STC118;PUSHP VIHAR GRID SSTN	28.530725	77.22518	BSES ,33/11KV S/STN South-2 Near Metro Enclave Sector-7 Pusph Vihar
8.	STC117;C-DOT GRID SSTN	28.49799	77.16923	STC117;C-DOT GRID SSTN, Mandir road, Sultanpur
9.	STC093;IAAI PALAM GRID SSTN	28.550852	77.11829	BSES Rajdhani Power Ltd. 66KV Grid Palam
10.	STC078: JNU Grid SSTN	28.5472	77.1624	JNU New Delhi
11.	STC099: Shivalik Grid SSTN	28.540998	77.211304	Shivalik Block-C, Near DERC building, New Delhi
12.	STC098: Sarita Vihar Grid SSTN	28.539899	77.29939	Sarita Vihar, Near Telephone Exchange, Jnata Flats, New Delhi
13.	WTC017;PASCHIM PURI GRID SSTN	28.66973	77.09369	BSES PASCHIMPURI GRID
14.	WTC003,BODELLA-II GRID SSTN	28.64699	77.07208	BODELLA-II GRID SSTN
15.	GURU G. SINGH HOSPITAL GRID SSTN	28.65489	77.10647	GURU G. SINGH HOSPITAL GRID SSTN
16.	WTC001;BINDAPUR (G-3 PPK) GRID SSTN	28.609461	77.06893	66KV Sub Station Bindapur, Pocket 3, DDA Flats New Delhi.
17.	WTC114;G-6 PAPPANKALAN GRID SSTN	28.5772	77.0584	Pappan kala grid station,Sec-10,Dwarka
18.	BSES ,G-5-PPK GRID SSTN MATIYALA	28.60764	77.05089	BSES ,G-5-PPK GRID SSTN MATIYALA
19.	BSES WTC 004 CHAUKHANDI GRID SSTN	28.65134	77.09156	BSES WTC 004 CHAUKHANDI GRID SSTN
20.	BSES Sub-Station sec-8 Dwarka	28.57661	77.07701	BSES Sub-Station sec-8 Dwarka

21.	BSES, COMPLENT CENTER VILLAGE GHUMAN HERA	28.53561	76.90986	BSES, COMPLENT CENTER VILLAGE GHUMAN HERA
22.	STC066;ALAKNANDA GRID SSTN	28.53359	77.25143	Alaknanda Chitranjan Park, Near Chander Lok Cinema, New Delhi.
23.	HASTAL GRID (66/11 KV)SSTN	28.63081	77.06193	Hastal, uttam nagar
24.	400 KV MUNDKA GRID	28.6844	77.0237	400 KV MUNDKA GRID
25.	G7 DWARKA SEC 8 GRID SSTN	28.577125	77.0705	G7 DWARKA SEC 8 GRID SSTN,Rajdhani Power Ltd. (Proposed)
26.	G1,DPW1 Store Dwarka Sec-14	28.604342	77.033344	G1,DPW1 Store Dwarka Sec-14
27.	Grid Okhla Ph-2, Near Crwon Plaza Hotel, Okhla	28.53235	77.2771	Grid Okhla Ph-2, Near Crwon Plaza Hotel
28.	BSES Sec 16 Ware House (Near DJB Water Supply Plant)	28.59141	77.02292	BSES Sec 16 Ware House (Near DJB Water Supply Plant)
29.	BSES, TIKRI KALAN GRID SSTN	28.66667	76.95832	BSES, TIKRI KALAN GRID SSTN
30.	Dichon Kalan, Najafgarh Bahadur Garh Road, Nahafgarh	28.6497	76.99071	Dichon Kalan, Najafgarh Bahadur Garh Road
31.	OKHLA PH-1-66 KVA GRID S/STN. NEAR ESI HOSPITAL, NEW DELHI 110012	28.516053	77.2831185	OKHLA PH-1-66 KVA GRID S/STN. NEAR ESI HOSPITAL, NEW DELHI 110012
32.	Service Station Sec 9 R. K. Puram	28.573775	77.171301	Service Station Sec 9 R. K. Puram
33.	Siri Fort Grid	28.549524	77.212277	33 KVA Siri Fort Grid
34.	BSES ,66KV Grid S/STN IGNOU Campus Maidangari	28.49966	77.20172	BSES ,66KV Grid S/STN IGNOU Campus Maidangari

SECTION VIII

Annexure-II Draft Agreement for COW

THIS AGREEMENT entered into at Delhi on this..... day of 2020, between BSES Rajdhani Power Ltd (BRPL) incorporated under the companies act, 1956 having its registered office at BSES Bhawan, Nehru Place, New Delhi-110019, hereinafter referred to as the „BRPL“ (which expression shall unless repugnant to the context or meaning thereof and include it"s successors and assigns) of the First Party

And

M/s -----,a Company incorporated under the provisions of Companies Act,1956/2013 and having its Registered office at....., hereinafter referred to as the "SELECTED BIDDER OR SERVICE PROVIDER" through its duly authorized signatory which expression shall unless repugnant to the context or meaning thereof include successors and assigns) of the Second Party

BRPL and SERVICE PROVIDER are hereinafter also referred to as "Parties" collectively and "Party"

WHEREAS,

- a) BRPL is engaged in the business of electricity distribution under Electricity Act, 2003 in South & West Delhi area. BRPL, with a view to augment its revenues through non-tariff revenue, had invited Request for Proposal (RFP) from the eligible parties, for Licensing of Space for installation of telecom tower (Cell on Wheel) tower for provision & enhancement of Mobile (Cellular) Network at selected locations of BRPL grid station / Office building. Based on fulfillment of eligibility criteria as laid down in RFP document, M/s has been selected as successful BIDDER, for granting space on license basis on "as is where is basis", hereinafter referred to as 'Premises', for the purpose of installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network at selected grid substations / Buildings of BRPL through bidding process. Only One SERVICE PROVIDER shall be allowed to operate at a particular space. The allocated Space shall be utilized only by the Selected Bidder as per Terms and Conditions of this Agreement.
- b) The SERVICE PROVIDER is engaged in providing various basic, cellular, broadband and other value added Telecommunication services herewith referred to as the "Said Services" , duly authorized and holding a Unified License No., issued by the Government of India, Ministry of Communications & IT, Department of Telecommunications ('DoT') and has acquired Broadband Wireless Access (BWA) spectrum from Department of Telecommunications and intends to provide various kinds of Telecommunications services and other allied services under the licenses granted by DoT.
- c) The SERVICE PROVIDER is thereby authorized to establish and maintain without limitation the assets such as dark fibers, duct space and tower, and other related equipment, etc. in Delhi and is in need of specific premises for installing/setup telecom tower for its business purposes.
- d) Based on Terms and Conditions of RFP and after due inspection and verification of the Plot, Building and Said Premises and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Selected Bidder is satisfied in all respects with regards to the right and authority of the BRPL to enter into this Agreement.

- e) The selected SERVICE PROVIDER shall perform the obligations and exercise the rights under the Letter of Acceptance (LOA), including the obligations to enter into the Agreement for COW, pursuant to the LOA for undertaking the License.
- f) BRPL has agreed to provide the SELECTED BIDDER a space for installation of telecom tower, herein after referred to as Premises, in the interest to serve the public at large including the consumers of BRPL and on payment of Fee and other charges + GST to BRPL on the terms and conditions hereunder contained in this Agreement for COW.
- g) The Selected Bidder shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the telecommunication towers installed at the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Selected Bidder are subject to approval by BRPL with regard to operational feasibility, aesthetics, and safety & security concerns.
- h) The SERVICE PROVIDER will use the space for installation of telecom tower (Cell on Wheels) to provide the cellular coverage in dense urban area, so that it is completely safe for Human being from radiation. It will not harm any element in the environment and safe as per government guidelines on this subject. SERVICE PROVIDER will follow the norms stipulated by DoT & concerned Agencies / Authorities of state Govt. & Central Govt. as per law for meeting the Radiation norms as per established standards as may be applicable for all Telecom Towers.
- i) The Parties recognize that this agreement is subject to the applicable laws and regulations, including but not limited to the orders of the Hon'ble High Court and Hon'ble Delhi Electricity Regulatory Commission (DERC).

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- A. The following documents shall be deemed to form integral part of and be read and construed as part of this agreement, namely:
 - I. Letter of Acceptance dated_____.
 - II. Request for Proposal (RFP), its Addendums & Corrigendum
 - III. Any other document issued by / of BRPL forming part of the Bidding Process
- B. The Selected Bidder hereby covenants as follows:-
 - I. Selected Bidder hereby assumes responsibility for installation of telecom tower for provision & enhancement of Mobile tower (Cell on Wheels) Network at selected BRPL Premises detailed at Annexure-9.1. The Selected Bidder shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain telecommunication tower/mast at the said the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Selected Bidder are subject to approval by BRPL with regard to operational feasibility, aesthetics and safety & security concerns.
 - II. Selected Bidder irrevocably agrees to make all payments including Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from BRPL in this regard.
 - III. The Selected Bidder confirms having examined the potential locations/related approvals/permissions at Selected Grid substations / locations in detail and fully understands and comprehends the technical requirements for Placement and Operation of

telecommunication equipment including erection of Telecom Mast/Towers for providing and enhancement of Mobile Signals. The Selected Bidder also confirms full satisfaction as to the business viability of licensing premises at the locations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Selected Bidder also confirms having made independent assessment of present and future market potential and no future claim whatsoever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of Fee and other amounts due to BRPL under this Agreement for COW.

- IV. Selected Bidder shall also adhere to-
- a) Procedure of BRPL regarding electric supply and safety.
 - b) Fire retardant Material for renovation/ refurbish of premises.
 - c) All the statutory Rules / Regulation / Act notified by the appropriate authority.
- V. That BRPL and SELECTED BIDDER represent and warrant that they are empowered, authorized and able to enter into this agreement.

ARTICLE 1

1. Definitions and Interpretations

1.1 Definitions:

The words/expressions when used in this Agreement shall have the respective meanings as Specified below, unless the context otherwise requires:

“Agreement” means this Agreement for COW executed between BRPL and Selected BIDDER.

“Applicable Laws” means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this Agreement for COW. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.

"Business Day" shall mean a day on which the banks remain open for business in the State of Delhi;

“Commencement Date” means the date of handing over of premises for installation of Telecommunication Equipment.

"Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, consent, grant, franchise, concession, certificate, exemption, order, registration, declaration, filing, report or notice, or concessions any of, with or to any required to be obtained from or provided by any Central, State and/Local Indian Governmental Instrumentality for the installation and operation of the Telecom Equipment and Support Infrastructure including without any limitation for the construction, ownership, operation and maintenance of the Telecom Equipment and Support Infrastructure means any Governmental Authority

"Contract Year" for the purpose of payment of Fee, shall mean the period beginning on the Effective Date, and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the Agreement "Day" shall mean a day starting at 0000 hours and ending at 2400 hours;

"Dispute" shall mean any dispute or difference of any kind between the Parties, in connection with or arising out of this Agreement including any issue on the interpretation and scope of the terms of this Agreement

"Interest Free Security Deposit/Performance Security" means interest free amount to be deposited by the Selected Bidder with BRPL as per terms and conditions of Agreement for COW as a guarantee against the performance of the Agreement for COW.

"Law or Laws" in relation to this Agreement, shall mean all laws including electricity laws in force in India and any statute, ordinance, rule, regulation, notification, order or code, or any interpretation of any of them by an Indian/State Governmental Instrumentality having force of law and shall include all rules, regulations, decisions and orders of the Appropriate Commission;

"License" means the grant of space by BRPL to the Selected SERVICE PROVIDER, to utilize the premises, solely for the purpose of installation of COW only i.e. temporary telecom tower/mast for provision & enhancement of Mobile (Cellular) Network at selected grid stations / buildings of BRPL, under terms and conditions of this Agreement.

"Selected Bidder" means the Selected SERVICE PROVIDER, who has executed the Agreement for COW with BRPL pursuant to the conclusion of the bidding process.

"Fee" means the amount payable by the Selected Bidder to BRPL for licensing of space as per terms and conditions of the Agreement for COW along with other payable charges & any kind of central and state taxes , local levies , statutory dues etc. GST and surcharge thereon, as applicable from time to time, shall also be paid by the Selected Bidder. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the Fees for onward remittance to the Government.

"License Period" means a period of **Six (06) years** starting from the "Commencement Date".

"Premises" means the bare space, on "as is where is basis", solely for the purpose of installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network (Cell on Wheel) at selected Grid station / Building of BRPL.

"Selected BIDDER" means the SERVICE PROVIDER who has been selected by BRPL, pursuant to the bidding process for award of License.

2. Objective and Scope

Objectives of Agreement for COW: Objectives of Agreement for COW are set herewith:

- a). Provide parking space at BRPL operational area/locations for use by the Bidder for installation of COW only i.e. temporary telecom tower/mast for provision & enhancement of Mobile (Cellular) Network at selected Substations in the interest of public at large and BRPL consumers..
- b). To augment non-tariff revenue of BRPL through Licensing of Space.
- c). To provide mobile coverage at and surroundings of Grid substations / buildings of BRPL

Scope of SERVICE PROVIDER -

- a) The Selected Bidder shall be assigned with the space for installation of telecom tower/mast for provision / enhancement of Mobile (Cellular) Network at selected grid substations subject to the terms and conditions specified in the Agreement for COW at the location(s) identified as detailed at **Annexure-I** in pursuant to bidding process.
- b) The allocate space shall exclusively belong to the BRPL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the SELECTED BIDDER. That Selected Bidder shall be using the allocated specific office space/specific portion/various assets (including land & building & various office premises) as PARKING SPACE for the purpose setting up COW –A temporary telecom tower on wheels in the interest of public at large and BRPL consumers for the purpose of improving and building telecommunications network and as per the directive from the Central Government to see and minimize or have zero tolerance on the call drops.
- c) Only One Telecom Operators shall be allowed to operate at a particular space. The Space shall be utilised only by the Selected Bidder as per Terms and Conditions of Agreement for COW (Annexure-II).
- d) The Selected Bidder shall ensure compliance with permissible radiation limits for mobile towers as laid down by Municipal Corporation / State Government / Department of Telecommunications (DOT) of Govt of India from time to time. The Selected Bidder will use the Cell on Wheels to provide the cellular coverage in dense urban area so that it is completely safe for Human being from radiation. It will not harm any element in the environment and safe as per government guidelines on this subject. The Selected Bidder shall follow the norms stipulated by DoT & concerned Agencies / Authorities of state Govt. & Central Govt. as per law for meeting the Radiation norms as per established standards as may be applicable for all Telecom Towers.
- e) **Selected Bidder shall be responsible for the following activities:-**
 - (i) The Selected Bidder use the allocated space for installation of telecom tower for provision & enhancement of Mobile (Cellular) Network at selected locations. For the purpose of placement of equipment, the Selected Bidder shall submit the design/ layout of the location of placement of equipment along with other relevant details. BRPL shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to BRPL, Selected Bidder is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from BRPL.
 - (ii) Designing of all units / structures to complement Grid station architecture for installation of telecommunication equipment. Submit structural design of tower approved by a reputed agency as per Dept of Telecom & concerned agencies / Authorities as per law / standards.

- (iii) Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the allocated space only. Selected Bidder shall prepare the plan for approval from BRPL.
- (iv) Appoint an architect to interact with nodal BRPL representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
- (v) Operate, manage and maintain the entire premises.
- (vi) Obtain all approvals, permits, etc from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DOT Govt Of India etc. at its own cost.
- (vii) Comply with all statutory requirements in connection with Agreement for COW.
- (xxv) The Selected Bidder shall follow the norms stipulated by DoT & concerned Agencies / Authorities of state Govt. & Central Govt. as per law for meeting the Radiation, Environmental, Cell On Wheels setup and operation, Communication, Safety etc norms as per established standards as may be applicable for all COW/ Temporary Telecom Tower.
- (xxvi) The Selected Bidder shall follow the guidelines for all necessary compliances stipulated by respective Municipal Corporation and Telecom Authority guidelines from time to time and will obtain all necessary License, approvals according to applicable laws and inform the respective concerned authorities of the setup and its commissioning thereafter. All the requisite approvals obtained from the concerned authorities in that regard shall be submitted to BRPL office, before (in case of commissioning of Temporary Telecom Towers/COW immediately from the date of signing the agreement) or after (in case of new changes only from the date of signing the agreement).

- (xxvii) The Selected Bidder shall relocate the COW in case of any government order, public outcry or any external stakeholders or agencies (State or Central Government) objection on a later date post the commissioning of the COW or the use of Telecom Tower related issues. Also that in the meanwhile, The Selected Bidder (as a Primary responsibility) ensures BRPL to get all statutory approvals from all concerned authorities and government (State and Central) including DOP, GoNCTD, DDA, MCD etc for the commissioning of the Permanent structure for the Telecom Tower in BRPL office premise.

- (xxviii) In case there are any Government's (State and/or Centre) new notification/law to Selected Bidder or the Telecom Industry w.r.t the COW and/or its usage/application, then Selected Bidder shall update the same to BRPL within 15 days from the date of release of such a notification/law and abide & comply to such new additions/deletions/changes whatsoever immediately and confirm BRPL by a written communication and Selected Bidder to maintain the said records.

- (xxix) The Selected Bidder shall ensure to maintain periodic hygiene and maintenance of the respective Space would be carried out by the Selected Bidder to avoid any water logging, foot holes, etc which may be a cause of concern to BRPL and any individual / stake holder etc.

- (xxx) The Selected Bidder shall submit & attach copies of all statutory acknowledged

application/approvals / Clearances / Certification to BRPL as applicable before commissioning the tower and maintain a diary for a specific location with copy of all approvals and share file as a duplicate with BRPL.

- (xxxi) The Selected Bidder shall ensure that there is no interference caused to the flow of data or communication of BRPL Utility distribution network, due to the operation or any reason what so ever to Other Tele Infra service companies/ Telecom operators at the deemed premises.
- (xxxii) The Selected Bidder shall submit a certificate to BRPL (on or before 20 days from the date of Letter of Approval (LOA)) on the necessary measures for the safety and compliance as per law and the preparedness to mitigate any unforeseen eventuality if any during the term of this Agreement and file it in the diary respectively.
- (xxxiii) For placing the COW on the asset (land , building , various office premises etc) , necessary feasibility study be carried out by the Selected Bidder and a necessary approval for the parking space to be taken from the concerned BRPL Office In-charge or Office Head or the O&M Head or Business Head or CEO.
- (xxxiv) The Selected Bidder has satisfied itself of all the legal/ regulatory/statutory compliances and would not hold BRPL responsible for any loss that the Selected Bidder may occur during the term of this Agreement. In case the Selected Bidder incurs any loss due to unforeseen events or directives from government agency or DERC etc. due to any reason what so ever, the Selected Bidder will not seek any compensation or damages from BRPL.
- (xxxv) Ensure regular and timely payments of all amounts due to BRPL and discharge all obligations as per Agreement for COW.
- (xxxvi) GST and surcharge thereon, as applicable from time to time, shall also be paid by the Selected Bidder. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the Fees for onward remittance to the Government. The Selected Bidder shall indemnify BRPL from any claims that may arise from the statutory authorities in connection with this License.
- (xxxvii) Selected Bidder shall also adhere to procedure of BRPL regarding release of electric supply and specification of materials to be used for use of electric supply, safety and security, Fire Protection System etc.
- (xxxviii) In case mob / any individual damage any equipments, BRPL shall not be responsible. The bidder is advised to take adequate insurance to cover the equipments damages at their own cost.
- (xxxix) In case of any non cooperation or complaint received from Consumer / Govt Department / BRPL O&M regarding non performance of duty or not adherence to SOP of BRPL, a penalty upto Rs. 5,000/- shall be levy for every reported such incident by Head Inspection of the concerned circle. If at any instance it is observed that repeated instances of complaint a show-cause notice and a penalty of Rs. 50,000 per such instance shall be imposed and BRPL shall have the right to terminate the agreement without any notice in this regard.

- (xl) Total weight calculation & drawings of Cell towers to be submitted to BRPL from any government institution or structural designer.
- (xli) Selected Bidder
- (xlii) If any renovation, repair, construction etc is required to be carried out by BRPL on or around the allocated space, BRPL shall serve a notice in writing at least 7 (Seven) days prior to such commencement, to SERVICE PROVIDER. Either parties shall in good faith discuss and agree on the measures to be taken by BRPL for the protection of the Equipments during the said renovation, repair or construction/demolition. Any additional cost to be incurred for safeguarding the Equipments shall be borne by SERVICE PROVIDER.
- (xlili) In case, BRPL find any obstruction to its operation by the stored equipments & logistic, the same will be informed in writing and SERVICE PROVIDER will need to relocate its equipments and logistic to a new location at their own cost
- f) The sites mentioned in Annexure - 9.1 may increase or decrease subject to availability and feasibility / clearance from BRPL. Additional area may also be provided based on availability and feasibility at the sole discretion of BRPL. Additional area shall be at Pro rata basis of quoted Fee.
- g) Notwithstanding anything stated in the tender or the Agreement for COW, it is agreed by the Selected Bidder that the sole responsibility of all statutory approvals including permissions from GoNCTD, MCD, SDMC, DoT, DERC for installation and running of COW during the validity of the agreement shall be of the Selected Bidder, and the Selected Bidder shall be solely responsible for checking and verifying the existence of approvals/statutory/necessary permissions for installation and running of COW at the designated sites. It is further agreed by the Selected Bidder that in case of default/lack in permission/approvals, in any manner whatsoever, whether disclosed immediately or any later occasion, BRPL shall not be responsible for the same and no claim, in relation to lack of permissions/approvals, be that it be related to cost and mobilization of assets or related to the refund of Selected Bidder fee, shall be maintainable against BRPL and the Selected Bidder shall also be liable to indemnify BRPL from interalia all costs/awards/penalties/third party claims.

General terms for grant of license:

The details of identified locations for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network at selected Locations are provided in **Annexure-9.1**. The Bidders are having liberty to quote for any one or more or all of the locations listed out in **Annexure-9.1**. The Fee shall be charged based on the actual area handed over to the Selected Bidder subsequent to issuance of LOA subject to chargeable area mentioned by the bidder. Additional area/ locations other than the above listed in may be provided to the Selected Bidder based on availability and feasibility at the sole discretion of BRPL.

In case of handing over of additional area at same location, no fitment period shall be provided. Interest free security deposit/ performance security shall also be updated for the additional area prior to handing over. The tenure of such addition area/ location shall be co-terminus with the main Agreement for COW.

The Selected Bidder acknowledges that prior to execution of this Agreement, it has extensively studied and analyzed and satisfied itself about all the requirement of this Agreement for COW including but not limited to market and market conditions.

The Selected Bidder acknowledges that prior to execution of this Agreement, it has carefully assessed business prospects from providing and enhancing mobile (cellular) signals and that it will be fully responsible for all its assessment in this regard.

The Selected Bidder confirms having seen / visited / assessed the identified locations and fully understands and comprehends the technical, financial, commercial and investment requirements.

The Selected Bidder also confirms that it has fully analysed to its fullest satisfaction, business viability of the License and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account.

The Selected Bidder shall submit with BRPL the defined Frame work for the deployment of the COW with in 10(Ten) Days from the date of signing this Agreement for COW in writing.

The COW will be deployed as per the procedural norms/compliance laid by TRAI/DoT and will meet all necessary legal and technical requirements before the commissioning.

3. Premises:

BRPL has offered a list of all potential sites/locations to the Selected Bidder. Based on signal strength, technical feasibility & space feasibility of Tower Location & the space availability at the specific location, the Selected Bidder, will shortlist the location of the allocated space.

For each location/site, where the Selected Bidder has interest, the Selected Bidder will intimate BRPL, seeking permissions to carry out feasibility study. BRPL will provide all technical support to do feasibility study.

That the Selected Bidder based on its feasibility study shall submit a written requisition for the site/ specific location to the setup Cell on Wheel. The Selected Bidder shall be solely responsible to ensure the availability/possession of all approvals including from GoNCTD, SDMC, MCD, DoT, DERC for each location, requested by the Selected Bidder.

Subsequent to the request of the Selected Bidder & Selected Bidder's satisfaction on the offered specific premise/parking space in BRPL deemed premise & approval by the team or officer(s) of BRPL, BRPL shall issue the "Letter of Approval (LOA)", under this Agreement for each location/site/parking space and permit the use of the allocated space/parking space for the setup of Cell on Wheel to the Selected Bidder.

The locations shall be handed over to Selected Bidder for installation of telecom tower/mast for provision & enhancement of Mobile (Cellular) Network at selected Locations within 15 days from the date of receipt of full payment as stipulated in Letter of Acceptance (LOA).

Tenure of Agreement for COW: The License shall be for a period of **Six (6) years**, that subject to the tenure of this Agreement, it is agreed by the Selected Bidder that initial 2 years from the commencement of Fee, shall be the lock-in period for the Selected Bidder and during the said tenure the Selected Bidder shall not be entailed to terminate this Agreement, whereas the BRPL shall be free to terminate this instant agreement during the term of Lock-in Period in terms of the provisions of this agreement. In case of termination of this Agreement by the Selected Bidder, during the lock-in period, the Selected Bidder shall be liable to pay full / remaining Fee for the remaining tenure of lock-in period with the notice of termination.

The License period of **Six (06) years** may be extended further on satisfactory completion of the initial License period of **Six (06) year** and on mutually agreed terms and condition/negotiated rate.

License period of the locations handed over subsequently, upon written understanding at the time of handing over of such additional locations, the same shall be co-terminus with above period

irrespective of date of actual handing over of subsequent Location and upon termination of primary term/termination of agreement, the vendor shall lose all its rights to retain the premises and shall remove its equipments from the premises in terms of the provisions of bid document/agreement..

The Agreement for COW shall commence from the first date of handing over of first lot of stations. Hence, this Agreement for COW shall commence from..... (Date).

The tenure of License for stations/ location handed over subsequently shall be co-terminus with the stations handed over in the first lot.

4. Commencement of Fee- Fee shall commence immediately after fitment period from date of handing over of first lot of Premises subsequent to issue of Letter of Acceptance (LOA). Fitment period of 15 days shall be applicable in case of additional location or shifting of existing location during the license period for placement and operation of telecommunication equipment including erection of Telecom Mast/Towers. The Selected Bidder shall complete its fitment in all respects within this specified fitment period. The Fee shall commence immediately after the expiry of fitment period.

The Agreement for COW shall be executed on acceptance of LOA.

Fee:

The Selected Bidder shall pay to BRPL, on quarterly basis in advance by the last working day of the previous running quarter, all payments requested as per details and rates indicated in the table below-

Sr No	Item	Rates (excluding tax and duties)
1.	Fee of Space	Rs/Sq-mtr
2.	Electricity connection	To be obtained by the Bidder

The Fee of Space shall be increased by 4% per annum on a compounding basis after completion of each year of license period.

GST and surcharge thereon, as applicable from time to time, shall also be paid by the Selected Bidder. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the Fees for onward remittance to the Government. The Selected Bidder shall indemnify BRPL from any claims that may arise from the statutory authorities in connection with this License.

5 Disclaimer

5.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

5.02 Neither Company nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss,

expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Company or its employees, or otherwise arising in anyway from the selection process for the Contract.

5.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

5.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

6.0 Payment Terms:-

The Fees and other dues shall be payable quarterly in advance to BRPL, by the last working day of the previous running quarter. However, the first quarterly fixed Fee along with interest free Security Deposited/Performance Security shall be payable within thirty (30) days from the date of issue of Letter of Acceptance (LOA). Fee shall be charged on the actual area handed over to Selected Bidder subject to maximum area of 20 sqm at each location.

The space allocated though this Agreement are bare open spaces and no Air-Conditioning facility has been provided by BRPL on these spaces. If required, the Selected Bidder shall arrange and maintain the Air-Conditioning at its own cost as per its requirement with prior approval of BRPL.

The Selected Bidder voluntarily and unequivocally agrees to make all payments to BRPL as may be due before the due date, without waiting for any formal advice from BRPL.

The reconciliation of Fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of Fee payable to BRPL shall be carried out along with payment of next quarter's Fees.

The Selected Bidder shall provide a detailed MIS to BRPL NTI department for accounting purpose of the Advance Selected Bidder fee with key headers (File No., Tower Location, Date of LOA, Validity Period- Completion of 12(twelve) months etc per location) by the 7th Day of each month.

All the present and future permission fee(s) including South Delhi Municipal Corporation fee or any other statutory fee/ levy/charges/penalties that may be applicable on the COW or its operation/installation/use of telecom Tower by the Selected Bidder (for the purpose any activity) will be paid by the Selected Bidder and the copy of the receipt submitted to BRPL within 5(five) days. BRPL will have no role in this regards.

If there is any delay in payment of Fee by the Selected Bidder beyond the stipulated period of 30 (Thirty) days, the Selected Bidder shall pay a Late Payment Penalty calculated on a daily basis as stipulated in this Agreement for COW and the tender document.

Non-payment of Fees and other dues.

- a) Non-payment of Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Selected Bidder Event of Default under this Agreement and shall entitle BRPL to terminate the Agreement for COW as per provisions stipulated in Agreement. Besides, the Selected Bidder shall pay an interest of 18 percent per annum on the amounts of Fee and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding rolling basis until the Fee and other dues are finally paid. Such interest shall be charged for the

- actual day(s) of delay in payment.
- b) Selected Bidder shall periodically advise the details of payments made to BRPL. In the case of non-submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of BRPL), then others dues / liabilities like electricity, OMC etc, and lastly Fee shall be accounted for.
 - c) The Selected Bidder agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from BRPL.
 - d) In case payment is not made by due date, a 15 day notice to cure the Selected Bidder's Event of Default shall be issued. In the event of Selected Bidder failing to cure the Default, BRPL shall be entitled to terminate the License with 30 days' notice and shall be free to forfeit Interest Free Performance Security and take such other action available to it under this Agreement and as per Law.
 - e) Any representation or any request by the Selected Bidder in this regard shall only be entertained if the Selected Bidder deposits 100% dues as per issue / demand within 15 days of issue of Selected Bidder Event of Default Notice, along with a written request in the matter. The utility services including electric supply to the premises shall be discontinued on the 16th day of issuance of termination notice.
 - f) The Selected Bidder shall vacate the premises within 30 days of termination of the Agreement for COW. A certificate from concerned O&M Manager of substation or its authorized representative in proof of Selected Bidder having vacated the site will be required to be submitted by the Selected Bidder. Any claim of vacation / non-vacation without the endorsement of O&M Managers or its authorized representative shall not be entertained.
 - g) The Selected Bidder should preferably make payment of dues to BRPL by e-mode i.e RTGF/NEFT after obtaining prior approval of BRPL.

In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for the period of more than 60 days, the Agreement for COW will stand automatically terminated without giving any notice to the Selected Bidder and Interest Free Performance Security shall stand forfeited.

In case of non-payment of Fees and other dues, the Selected Bidder voluntarily agrees to permit the "BRPL" to disconnect all utility services including electric supply to the allocated space and also seal the premises. The Selected Bidder agrees voluntarily and also undertakes not to seek any claim, compensation or any other consideration whatsoever, which may arise due to such disconnection and sealing by the BRPL.

7.0 Interest Free Security Deposit / Performance Security

Selected Bidder shall submit Interest Free Security Deposit / Performance Security to BRPL equivalent to Six (6 months) Fee applicable @ for last year Fee of total area of the Agreement for COW subject to the maximum area of **20 Sq-mtr** and based on area at station handed over to the Selected Bidder. In case of subsequent handing over of additional area allocated at the request of the Selected Bidder, Interest Free Security Deposit/ IFSD/Performance Security shall be updated and increased as per enhanced area under possession of Selected Bidder.

Interest Free Security Deposit/ Performance Security shall be accepted in the form of DD/PO only. Security shall be paid in the form of DD/PO in favour of BRPL Ltd payable at New delhi/Delhi.

BRPL reserves the right for deduction of BRPL dues from Selected Bidder's Interest Free Security Deposit / Performance Security for: -

- a) Any amount imposed as a fine by BRPL for irregularities committed by the Selected Bidder.
- b) Any amount which BRPL becomes liable to the Government/Third party due to any default of the Selected Bidder or any of his director/ employees/ representatives/ servant/ agent, etc.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
- d) Any outstanding payment/ claims of BRPL remained due after completion of relevant actions as per agreement.

Once the amount under Clause 8 is debited, the Selected Bidder shall replenish the Security Deposit / Performance Security to the extent the amount is debited within 15 days period, failing which, it shall be treated as Selected Bidder Event of Default.

8. Taxes and Other Statutory Dues-

- a. GST and surcharge thereon, as applicable from time to time, shall also be paid by the Selected Bidder. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the Fees for onward remittance to the Government. The Selected Bidder shall indemnify BRPL from any claims that may arise from the statutory authorities in connection with this License. Present rate of GST is 18% (including cess).
- b. Payment of stamp duty on agreement, if any, to be executed in pursuance of this agreement shall be borne by Selected Bidder.
- c. Appropriate Charges towards insurance of the said premises throughout the license period including third party insurance.
- d. From the date of enforcement of this Agreement, the Selected Bidder shall bear all taxes, fees, charges and other Government or statutory levies etc. whatsoever in relation to the setting up of the COW & related Selected Bidder's communication / network usage. BRPL will inform of the amount to the Selected Bidder on a later date as and when tax, fees, charges or levy arises or a formal letter received from the State /Central agency/authority. Further, the Selected Bidder will pay the necessary fee/charges/levies etc directly to the concerned Central / State agency/ concerned authority and submit the proof of payment / receipt, to BRPL within 5 (Five) days from the date of deposit. Also, that such payment will be paid to concerned public authority/agency within 5 (Five) days from the formal communication received by the Selected Bidder either directly from the concerned public authority/agency or indirectly through BRPL.
- e. Notwithstanding anything stated in the Agreement for COW, the Selected Bidder shall be bound for the following:
 - (i) That during the validity of the Agreement for COW, if any liability is arisen related to the payment of stamp duty related to use by the Selected Bidder of the allotted sites, the same shall be the sole responsibility of the Selected Bidder and BRPL shall not be responsible for any payment relating to

such stamp duty and/or the imposition of any tax/duty/penalty related to the payment of such stamp duty.

- f. (ii) That during the validity of the Agreement for COW, in case any tax liability (including property tax/commercial tax etc) of any nature arises leading to imposition of additional tax or the increase of existing tax on the whole premises/locations, where the COW has been installed and/or running, the Selected Bidder shall be solely responsible to pay such new/incremental tax related to whole premises/locations.

9. Regulations for Preparation and Utilisation of Premises-

'As is where is basis': - The SELECTED BIDDER shall be allocate the space, equipment, installations, fittings and fixtures on 'as is where is basis' and the SELECTED BIDDER shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of BRPL in writing and when permitted by the BRPL the said additions and alterations shall be carried out by the SELECTED BIDDER at their own cost and they shall not be entitled to any compensation for any additions carried out by them in the allocated space and the same shall vest in BRPL. The Selected Bidder shall install its own fixtures and equipment in the said premises after duly obtaining all necessary approvals from the BRPL, permissions and licenses from the Municipal Corporation, DOT Govt of India, TERM, TRI and such other Statutory Authorities at its own cost and expense.

The Selected Bidder shall submit, subject to minimum of, following documents for approval of BRPL before executing work / installation of equipment or tower at the allocated space-

- a) Layout plan of space showing placement of equipment/tower/mast.
- b) Soil test report in case of Ground Based Tower/Mast.
- c) Load analysis of tower/mast.
- d) Details of Structural design of Tower/Mast including foundation details.
- e) Complete set of structural drawing of Tower/Mast including foundation details.
- f) Structural stability certificate duly certified by Competent Agency.

Approval of Plan: All the sites proposed by the Selected Bidder in the plan shall be subject to approval by BRPL with regard to

- a) Structural stability, SERVICE PROVIDER to carry out the study.
- b) operational feasibility,
- c) aesthetics,
- d) Safety & security concerns.

In this regard, the layouts/designs of the Selected Bidder shall be checked by BRPL and upon approval, permission shall be granted for installation of equipment.

If the plan/ design do not conform to the requirement of this Agreement for COW or standards of BIS / other relevant codes/ guidelines, BRPL may reject the plans / proposals, duly specifying the reason(s) thereof. In such case, Selected Bidder shall resubmit its plan/ proposal after incorporating necessary modification for approval. Selected Bidder shall install the equipment only in accordance with the written approval of BRPL at allocated space only.

Alterations and Renovations: -

- a) The SELECTED BIDDER will be allowed to carry out any alterations or renovations within the said premises but without altering or damaging the main/shell structure of the said premises. The SELECTED BIDDER will need to take prior written approval from BRPL through a written notice prior to commencement of any alteration works and if necessary BRPL reserves the right to ask for and review the renovation plan/drawings before providing consent.
- b) The SELECTED BIDDER will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by BRPL including any extra security costs, which are caused by, or in connection with, the works will also be to the SELECTED BIDDER's account. The occupant will have to bear the cost of the damage plus service charges. However before incurring any such costs the occupants will be briefed on the requirements by BRPL.

If any approval is required to be taken from any local authority for installation of such telecommunication equipment, the same is the sole responsibility of the Selected Bidder. Selected Bidder shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and BRPL shall not be liable or responsible for any of the act or omissions committed on the part of the Selected Bidder

In case of any damage to BRPL property during installation, for actual costs whatsoever for restoration to its original position will be recovered from the Selected Bidder and same will not be challenged in whatever manner.

Proper care should be taken at the time of grouting of bolts not to damage the waterproofing layer to avoid leakage and damage to structure. It shall be ensured that the drilling for anchorage bolts are within the core of the column on which the tower/mast/monopole is resting. Resting of towers/mast/monopole directly on slab shall not be allowed in any case.

The Selected Bidder will at their own risk and cost prepare the cable trays and clamps etc where such provision is not available. No claim or compensation on this account will be entertained by the BRPL.

All the equipment must be placed within the allocated space only. Selected Bidder will also display the information on general matters in allocated space i.e. Selected Bidder Name, allocated space in sqm, Start of License Tenure, End of License Period and Contact person of Selected Bidder. No claim or compensation on this account will be entertained by the BRPL.

Selected Bidder shall ensure that Selected Bidder and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of metro operations, safety & convenience of commuter, safety of BRPL properties and its assets. Any physical damage or injury to the its employee / sub contractor due to lapses on the part of the SELECTED BIDDER will be the sole responsibility of the SELECTED BIDDER only and BRPL will have no legal obligations or

liability towards the injured. In case of serious accident caused due to negligence of the Selected Bidder, resulting in injury, death to BRPL employees or loss to BRPL property, it shall constitute Material Breach of Contract and considered Selected Bidders Event of Default that shall entitle BRPL to terminate the Agreement for COW with 30 days written notice and levy additional penalty of Rs 5000 per incident.

Access to premises for the purpose of placement and installation of equipment and its maintenance shall be regulated as per the BRPL's safety and security procedure by the office of the Head (Non-Tariff Income) and the Selected Bidder is required to take necessary permissions in this regard from the office of Head (Non-Tariff Income) / Security / O&M as per extant policy of BRPL. It is clarified that the permission to the Selected Bidder shall not be unduly denied.

Selected Bidder shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed in the Grid station by BRPL including radio system. If any interference is noticed, than the Selected Bidder will take all necessary steps at his own risk and cost to remove such interference. Failure to do so within a period of two working days authorizes the BRPL to take all necessary steps to prevent this interference at the risk and cost of the Selected Bidder. In addition a penalty of Rs. 5000/- for each occasion of interference may be imposed by the BRPL. Test reports and any other supportive documentation as may be required/ requested by BRPL, will have to be supplied immediately. A clearance certificate has to be obtained from the signal and telecom department of BRPL to this effect.

The Selected Bidder will have to make arrangements for the solid waste to be separated into glass, plastic and food waste and for the food waste to be treated in a shredder to be converted into a paste. The waste will need to be expelled into a common dump or waste area provided /indicated by BRPL. If solid waste is found disposed off on BRPL land or premises a penalty/fine of Rs. 5000/- will be imposed by BRPL for each occasion.

No advertisement/branding in any format shall be allowed. If any point of time, Selected Bidder found to be advertising at any location in any format, a penalty of Rs 25,000/- per location per instance shall be imposed on Selected Bidder. In case of second such instance the penalty will be doubled. The SELECTED BIDDER shall need to obtain a prior written approval from BRPL before putting up any form of signage. BRPL reserves the right of refuse or to suggest an alternation to the same. The signage shape and location etc. Shall subject to architectural controls that may be issued by BRPL.

The Selected Bidder shall submit details along with contact details of his authorized representative(s) which shall be available at Head (Non-tariff Income), at a short notice, for inspection of spaces including measurement of area, failing which inspection done by BRPL official(s) shall be final and binding to the Selected Bidder.

SELECTED BIDDER shall at his own expense and cost employ/engage suitable personnel for providing efficient services in respect of storage and operation of the said products and services in the said premises.

SELECTED BIDDER shall appoint Manager/ Supervisor whose scope of services shall be as follows;

- a) Supervise the operations in the said premises.
- b) They shall be responsible for cleanliness and hygiene in the said Premises and to ensure that the services are conducted in a clean, proper and efficient manner.

- c) Employ and engage as their own employees, trained, skilled and qualified staff and endeavour to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.
- d) Ensure that fire detection and suppression measures were installed inside his premises and kept in good working condition. The instructions issued by the BRPL's Safety & fire officer shall be obeyed fully without any demur. Any costs associated with carrying out the instructions of the fire officer/authorized personnel of the BRPL will be borne solely by the Selected Bidder.
- e) Selected Bidder should ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires. The Selected Bidder should also ensure that all notified statutory provisions and standards are observed in this regard.

SELECTED BIDDER 's use of the premises, or the rights granted to the SELECTED BIDDER hereunder:

- a) BRPL covenants and represents that it has full and complete authority to enter into a Agreement for COW under all terms, conditions and provisions set forth in the agreement, and so long as the SELECTED BIDDER keeps and substantially performs each and every term, provision and condition contained in the agreement, Bid/Tender Document, the SELECTED BIDDER shall peacefully and quietly use the premises/parking space for COW tower without hindrance or disturbance by BRPL or by any other person claiming by, through or under BRPL.
- b) That on the SELECTED BIDDER paying the fee hereby reserved and observing and performing the several covenants and stipulations on its part and the conditions herein contained shall peacefully hold and enjoy the allocated space throughout the said term without any interruptions by the BRPL or by any person or persons claiming through under or in trust for him.
- c) That the overall control and supervision of the premises shall remain vested with BRPL who will have the right to inspect the whole or part of the allocated space as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the Agreement for COW. BRPL also reserves the right to enter the allocated space to repair and replace the fixtures provided by BRPL.

The Selected Bidder voluntarily and unequivocally agrees that the BRPL shall have unfettered and unconditional access to the allocated space for security/fire checks by security/fire officers of the BRPL and also agrees to comply with all directives as may be given from time to time by the security/fire officers of the BRPL. Non-compliance may be treated as Selected Bidder's Event of Default.

Selected Bidder shall install equipment and its fixtures conforming to international standards of high quality as per guidelines of DOT Govt of India, TERM, etc.

10. Maintenance and Repair of Premises

Selected Bidder shall keep and maintain the premises in neat, clean condition and in safe & sound manner during all the time of License tenure as required by the BRPL O&M administration. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by equipment or installations due to error / omission attributable on the part of Selected Bidder, the Selected Bidder

shall be responsible for all compensation. Ensure that fire detection and suppression measures installed inside his premises are kept in good working condition.

SELECTED BIDDER shall be at liberty on the termination of this license to remove or take away such fixtures, fittings and electric appliances installed by it leaving the Premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.

The said premises, which have been handed over to the Selected Bidder under this agreement, shall be kept in good condition and maintained properly by the Selected Bidder at their own cost. If the property is not handed over in good condition as required under this agreement, BRPL reserves the right to seek exemplary damages and indemnification.

Further, BRPL can impose the fine on Selected Bidder up to Rs.5,000/- per offence per instance on the following offenses:

- a) Any staff of Selected Bidder found in drunken condition / indulging in bad conduct.
- b) Any staff of the Selected Bidder found creating nuisance on duty
- c) Improper maintenance & defacement of the BRPL Property.
- d) Dishonour of drafts and Cheques given by Selected Bidder in favour of BRPL. Cheque may be accepted only in emergency circumstances & prior approval of HOD level officer of BRPL.
- e) Misbehavior with staff and commuters of BRPL.
- f) Not following safety and security norms as may be indicated by authorized representative of BRPL.

The amount of above penalty shall become double the specified amount in case of second or repeated instance.

The option to impose fine, penalty, etc. under this Agreement for COW shall be exercised by BRPL official not below the rank of General Manager.

11. BRPL's Infrastructure/ Facilities -

- a) Electricity supply will be obtained by SELECTED BIDDER as per DERC (Supply Code and Performance Standards) Regulations, 2017.
- b) All fittings/ erections including electrical cabling, calibration and installation of Energy Meters, electrical MDI/TOD meter, etc. are to be installed as per BRPL's specifications & DERC guidelines.

Water& Drainage facility:-No water and drainage facility will be provided by the BRPL.

Encroachment: - The SELECTED BIDDER will strictly not encroach up common areas / circulating areas or any other space, and restrict his operation to within the area identified. If any encroachment has been found at any location, the Fee of such encroached area shall be charged at double the rate of Fee applicable on that date from the date of previous inspection in which the space was found as per approved plan or date of handing over, whichever is later and shall be charged till a vacation certificate of that encroached area from the concerned Station Manager or his authorized

representative is submitted to BRPL or the encroached space is got approved from the BRPL, whichever is later.

Security Arrangement: - The SELECTED BIDDER will ensure safety and security of the mobile towers/poles and other related equipment installed at the allotted area. BRPL in any case will not take any responsibility. However, in the event of any theft/loss of any nature, the Selected Bidder will indemnify and keep indemnified BRPL for any losses on this account.

12. Force Majeure-

a) General:

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;

Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under this Contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under this Contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute force majeure.

Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under this Contract; and

Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with **Clause 14**

b) Specific Events of Force Majeure:

Subject to the provisions of Clause 14, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

The following events and circumstances:

Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and Explosions or fires.

Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character; Declaration of the Site as war zone.

Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

c) Notice of Events of Force Majeure

If a force majeure event prevents a party from performing any obligations under the Contract in part or in full, that party shall:

Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event

Be entitled to suspend performance of the obligation under the Contract which is affected by force majeure event for the duration of the force majeure event

Use all reasonable efforts to resume full performance of the obligation as soon as practicable

Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis

Provide prompt notice of the resumption of full performance or obligation to the other party.

d) Mitigation of events of force majeure:

The Bidder shall:

(i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the Contract;

(ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and

(iii) Keep the Company informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

e) Burden of proof:

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of this Contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

f) Terminations for certain events of force majeure:

If any obligation of any Party under the Contract is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Contract the Contract shall be terminated at the discretion of the Company and neither Party shall be liable to the other for any consequences arising on account of such termination.

13. Material Breach of Contract / Events of Default - Following shall be considered Material Breach of the Contract by Selected Bidder resulting in Selected Bidder's Events of Default:-

The Selected Bidder shall maintain the validity of certificates required in Eligibility Criteria of RFP/Bid Document during the Tenure of Agreement for COW, failing which it shall be treated as a Breach of Contract.

If at any time during the subsistence of the Agreement for COW, there is non-conformity to the Agreement for COW or any time during the Agreement for COW, the Selected Bidder indicates its unwillingness to abide by any clause of this Agreement for COW or repudiates the Agreement.

If the Selected Bidder fails to pay Fee or other amounts due to BRPL. Even non-payment of one month Fee will be considered an Event of Default.

If the Selected Bidder is in persistent non-compliance of the written instructions of a BRPL officials.

If the Selected Bidder or any of its representatives cause an incident or accident that results in injury or death to BRPL employees/ commuters or loss to BRPL property.

If Selected Bidder is in violation of the terms of this Agreement for COW, Bid/Tender Document and after due written notice from BRPL, fails to cure the Default to the satisfaction of BRPL.

The failure by SELECTED BIDDER to observe or perform any of the covenants, conditions or provisions of the agreement, where such failure shall continue for a period of 15 working days, after receipt of written notice thereof by BRPL to the SELECTED BIDDER, provided however, that if the nature of the SELECTED BIDDER's default is such that it cannot be cured solely by payment of money and that more than 15 working days may be reasonably required for such cure, then the SELECTED BIDDER shall not be deemed to be in default if the SELECTED BIDDER shall commence such cure within such 15 day period and shall thereafter diligently process such cure to completion

The filing by or against the SELECTED BIDDER of a petition to have the SELECTED BIDDER adjudged bankrupt or a petition of re-organization or arrangement under any law relating to bankruptcy.

The appointment of a trustee or receiver to take possession of substantially all of SELECTED BIDDERS assets.

The attachment, execution or other judicial seizure of all of SELECTED BIDDERS assets.

BRPL's Remedies: - Upon the occurrence of any event of default under the Agreement for COW by the SELECTED BIDDER, then BRPL in addition to other rights or remedies it may have under this Agreement for COW and/or Bid/Tender Document, shall have the right to terminate/revoke the Agreement for COW upon thirty (30) days of written notice to the SELECTED BIDDER and also the right, with or without the termination of license, of re-entry upon and taking possession of the Licensed Premises and BRPL may remove all persons and property from the allocated space; such property may be removed and stored in any other place in the Substation or in any other reasonably secure place for the account of and at the expense and risk of the SELECTED BIDDER. The SELECTED BIDDER do hereby waive all claims for damages which may be caused by the re-entry of BRPL and taking possession of the allocated space or removing or storing the furniture and property as herein provided and shall keep BRPL indemnified/harmless from any costs or damages occasioned BRPL thereby including the third party claims, and no such re-entry shall be construed to be a forcible entry. BRPL will continue to reserve the right to enter into a separate Agreement for COW for the said premises without any obligations or rights towards the original SELECTED BIDDER.

14. Surrender/ Termination of Agreement for COW by Selected Bidder:

If the Selected Bidder is desirous of terminating the license hereby created before expiry of the lock-in period of 2 years, the Agreement for COW shall be deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by BRPL. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of BRPL after adjustment of outstanding dues, if any, payable to BRPL. No grace period shall be provided to Selected Bidder in such a case. BRPL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Selected Bidder in BRPL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Selected Bidder before Selected Bidder is permitted to remove their establishment(s) or else BRPL will seize their property treating as Zero/Nil value. BRPL shall be free to dispose-off the said property / goods in

whatsoever manner as it deems fit. Selected Bidder shall have no claim for compensation or consideration / damages on this account.

The Selected Bidder shall have option to exit from the Agreement for COW immediately after completion of **lock-in period of 2 years**. For this, the Selected Bidder shall give 180 days prior intimation to BRPL which can be given before completion of defined **lock-in period of 2 years**. In this instant case the prior notice can be given after 1^{1/2} (One and half) years but option to exit is available only after 2 years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Selected Bidder shall be refunded after adjusting the outstanding dues, if any, payable on the part of Selected Bidder. BRPL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Selected Bidder in BRPL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Selected Bidder before Selected Bidder is permitted to remove their establishment(s) or else BRPL will seize their property at Zero/nil value. BRPL shall be free to dispose-off the said property / goods in whatsoever manner as it deems fit. Selected Bidder shall have no claim for compensation or consideration / damages on this account.

If the Selected Bidder is desirous of terminating the license after expiry of lock-in period of 2 years without serving any intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Selected Bidder after adjustment of Fee for period shorter than 180 days (notice period) and outstanding dues, if any. BRPL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Selected Bidder in BRPL. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Selected Bidder before Selected Bidder is permitted to remove their establishment(s) or else BRPL will seize their property at Zero/Nil value. BRPL shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Selected Bidder shall have no claim for compensation or consideration / damages on this account.

- 15. Natural Completion of Agreement for COW:** In case of successful completion of the full term of **Six (06) years** of the License period, balance Interest Free Security Deposit/ Performance Security of the Selected Bidder shall be refunded after adjusting the outstanding dues. If, balance outstanding dues are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the Selected Bidder before Selected Bidder is permitted to remove their media or else BRPL will seize their property at Zero/Nil Value.

BRPL may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of Selected Bidder in BRPL. BRPL shall be free to dispose-off the seized goods in any manner as deemed fit & Selected Bidder shall have no claim for compensation, damages etc on this account.

16. Termination of Agreement for COW by BRPL:

Provided that in the event of Selected Bidder's Event of Default, BRPL shall give to the Selected Bidder 30 days time to cure the default prior to considering the events specified therein as Selected Bidder's events of default and in the event the Selected Bidder remedies the default to

the satisfaction of the BRPL within the cure period, the event shall not be considered as a Selected Bidder Event of Default.

If the Selected Bidder failing to cure the default within 30 days it shall constitute Material Breach of Contract under this Agreement. It shall entitle BRPL to disconnect all utilities provided to the Selected Bidder and to terminate Agreement for COW along with forfeiture of Interest Free Security Deposit after adjustment of dues payable by the Selected Bidder to BRPL. No representation of Selected Bidder shall be entertained after the expiry of cure period.

Termination on Operational Ground: BRPL reserves the right to terminate or withdraw a portion of the Agreement for COW by giving ONE MONTH advance notice on operational ground. The Agreement for COW shall stand terminated after expiry of ONE MONTH' notice and the Interest Free Security Deposit/ Performance Security shall be refunded after adjusting outstanding dues, if any, payable by the Selected Bidder. The Selected Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

Termination due to Force Majeure conditions: The Agreement for COW may be terminated for Force Majeure Reasons as specified in Agreement for COW.

17. Upon termination of this Agreement for any reason whatsoever:

Handing over on Termination / Completion / Surrender: In case of Termination / Completion / Surrender of the Agreement for COW, the Selected Bidder shall hand over the vacant spaces to concerned O&M Manager or its authorized representative peaceful vacant possession of all the allocates spaces in the good condition except for reasonable wear and tear and acts of God and nature. Selected Bidder shall remove all the equipment, fixtures, panels, etc. from BRPL premises within 30 days of issue of termination letter, failing which these structures, equipment, fixtures, panels, etc. shall become property of BRPL. If the property is not handed over in good condition as required under this agreement, BRPL reserves the right to seek exemplary damages and indemnification.

If the SELECTED BIDDER fails to vacate the demised premises within a notice period of 30 days, the SELECTED BIDDER shall be deemed to be an unauthorized occupant in the said premises and shall be liable to pay the Fee for allocated space at the double rate of Fee applicable at that time for the whole period of unauthorized occupancy.

BRPL shall repay amounts owing to the SELECTED BIDDER if any, after deducting all dues including usage charges such electricity charges etc. as per provisions of this Agreement for COW.

The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto

Consequent to issue of termination letter, after approval of competent authority, the said premises will becomes free of all encumbrances for re-marketing.

18. Dispute Resolution

Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in New Delhi.

Dispute Resolution

- a) In case of any dispute between the parties, the parties to this agreement shall try to amicably resolve the same and If the Dispute/s cannot be resolved amicably, such Dispute/s shall be adjudicated by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the Rules framed there under (each as amended from time to time). Seat of arbitration shall be at Delhi. All proceedings of such arbitration shall be in the English language.
- b) The arbitration panel shall consist of Sole Arbitrator, jointly appointed by the parties to this agreement. The cost of arbitration shall be shared equally by both the Parties.
- c) The award shall be enforceable in any court having jurisdiction, subject to the applicable Laws.
- d) The provisions of this Article shall survive even with the termination of this Agreement for any reason whatsoever.
- e) Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided and save as the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Selected Bidder shall continue to perform and make due payments to BRPL as per the Agreement for COW.

19. Jurisdiction of Courts: The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

20. Miscellaneous

Insurance and Waiver of Liability- The Selected Bidder will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in BRPL premises, including death or injury caused by the sole negligence of the Selected Bidder or the Selected Bidder's failure to perform its obligations under the agreement. The Selected Bidder shall submit to BRPL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Selected Bidder agrees and undertakes to indemnify and hold BRPL harmless against any liability, losses, damages, claims, expenses suffered by BRPL because of such default by the Selected Bidder.

The Selected Bidder shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Selected Bidder will indemnify BRPL Administration for any loss and damages suffered due to violation of its provision.

The Selected Bidder shall comply with the laws of land including Delhi Pollution Control Board guidelines regarding advertisement/display. BRPL will not be held liable for any change/modification in the laws that adversely affect this Agreement. Selected Bidder shall have no right / claim in this regard, whatsoever the reason may be.

The Selected Bidder will not ask for any claim or seek any compensation from BRPL if any installation of equipment at the allocated space at any station is not permitted due to court order/local laws/civil authorities.

The Selected Bidder hereby indemnifies BRPL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Selected Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

The Selected Bidder hereby agrees that BRPL shall have no responsibility as regards Selected Bidder employees and the employees shall be the employees of Selected Bidder only and shall not be construed under any circumstances as employees of BRPL. Selected Bidder hereby indemnifies BRPL against the claims made by Selected Bidder's employees against BRPL.

The Selected Bidder hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Selected Bidder hereby indemnifies BRPL against any liability arising in connection with the employment of its personnel in the said premises by Selected Bidder. Selected Bidder hereby undertakes to carry out police verification of its employees and submit the copy of same to Head Security / Head (NTI) of BRPL in accordance with BRPL's policies regulations prevalent at that time.

That no tenancy/sub-tenancy is being created by BRPL in favour of Selected Bidder under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that: -

- a) That the Selected Bidder shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise:
- b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by BRPL in favour of Selected Bidder in or in respect of the said premises, except to carry out their activities over the granted space under this Agreement for COW; and
- c) That the rights, which Selected Bidder shall have in relation to the said premises, are only those set out in this Agreement.

The relationship between BRPL and Selected Bidder under and/or in pursuance of this Agreement is as between BRPL and Selected Bidder. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between BRPL on the one hand and Selected Bidder on the other hand in connection with and/or relating to business to be operated by Selected Bidder at the said premises.

Selected Bidder shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Selected Bidder and these personnel shall at no point of time be construed to be employees of BRPL and the Selected Bidder shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Selected Bidder shall indemnify BRPL from any claims that may arise in connection with above.

Employees conduct: The Selected Bidder shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Selected Bidder shall be required to furnish declaration to BRPL with respect to all his personnel deployed. All the Selected Bidder's personnel shall be required to possess ID card while working in BRPL's premises as per prevailing procedure. Access inside the Premise shall be as per BRPL policy.

Misuse: - The Selected Bidder shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Selected Bidder carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and BRPL (BRPL) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Selected Bidder only. The Selected Bidder will indemnify and keep indemnified BRPL for any losses on this account.

Compliance with the Law: - The premises and the fixtures and the appurtenances thereto (except those installed by BRPL) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the allocated space. The SELECTED BIDDER at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements.

The SELECTED BIDDER shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Delhi Fire department. The Selected Bidder shall also comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 and also to instructions issued from time to time by BRPL representative.

Non – compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Selected Bidder shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Selected Bidder.

Transfer: - The SELECTED BIDDER, during the tenure of this license shall not transfer, assign or part with the allocated space or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the accommodation nor in partnership without the prior written permission of the BRPL, nor shall they be entitled to allow any person to occupy the allocated space or to use any part thereof save with the prior permission in writing of the BRPL.

21. Notices

That any notice to be served upon BRPL shall be sufficiently served and given if delivered to-"HOD (Non-tariff Income), BSES Bhawan, New Delhi-110 019"

That any notice which may be required to be served upon the Selected Bidder shall be served and given if delivery by Registered AD/Speed Post/Courier at the Address given on the First page of the Agreement for COW or delivered in person to the authorized representative of BRPL.

That any notice or correspondence under the terms of this License shall be in writing by registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management,

billing, cancellation/termination/surrender etc. shall be carried out from the office of the BSES Bhawan, Nehru Place by his duly authorized representative.

Only written instructions/ notices of any party shall be entertained by the other party.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

(.....)

FOR AND ON BEHALF OF BSES
RAJDHANI POWER LTD

(.....)

Authorized Signatory.

FOR AND ON BEHALF OF
SELECTED BIDDER

IN WITNESS WHEREOF the SELECTED BIDDER and the BRPL have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

BRPL

SELECTED BIDDER

SECTION IX: CHECK LIST

SI No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	EMD IN PRESCRIBED FORMAT	YES/NO
7	DEMAND DRAFT OF RS 1180/- incl GST DRAWN IN FAVOUR OF	BSES RAJDHANI POWER LTD
9	POWER OF ATTORNEY/AUTHORIZATION LETTER FOR SIGNING THE BID	YES/NO