



BHARAT SANCHARNIGAM LIMITED

(A Government of India Enterprise)

Office of the General Manager Telecom,

Door Sanchar Bhavan, Near HPO, Amravati 444601

E- Tender

EOI No:- MHATI-17/25/52/2022-PLG/

Dated 28.04.2023

*WORK: - EXPRESSION OF INTEREST FOR ERECTION / CONSTRUCTION
AND OUTSOURCING OF HOARDINGS IN BSNL PREMISES at Washim Telephone
Exchange of Akola SSA in Amravati Business Area*

(As per the Guidelines of Maharashtra Telecom Circle BSNL, Mumbai, Amravati SSA has implemented e-tendering system through CPPP Portal Web site www.etenders.gov.in and has published e-tender **with tender id 2023_BSNL_152830_1**

The bidders are requested to obtain the e-Tender document from website www.etenders.gov.in The amendments/corrigendum if any shall be posted on same website for information of bidders and these amendments will be binding on them.)

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If interested, kindly submit your bid offers online on or before date & time specified in NIT

Assistant General Manager (NWP)
O/o BSNL Amravati

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

EOI NO MHATI-17/25/52/2022-PLG/

DATE:28.04.2023

SECTION-I

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

DATE OF ISSUE	-28.04.2023
DUE DATE OF RECEIPT	18.05.2023 [UP TO TIME 15.00 HOURS]
OPENING DATE OF BID	19.05.2023 [TIME 12.00 Noon]

On behalf of **The GMT, BSNL BA Amravati**, Digitally Sealed Tenders are invited for Erection/ Construction and Outsourcing of Hoardings in BSNL premises at Washim Telephone Exchange of Akola SSA in Amravati Business Area in Maharashtra Telecom Circle BSNL,

- EMD:-EARNEST MONEY in the form of Demand Draft drawn on Nationalized/Scheduled Bank will be Rs.10500 /- (RUPEES Ten Thousand Five Hundred Only) in favour of Accounts Officer (Cash) BSNL, O/o **The GMT, BA Amravati** and payable at **Amravati**.
- **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.bsnl.co.in/Maharashtra. Intending bidder may obtain copy of EOI document from the <https://etenders.gov.in/eprocure/app> & submit payment of tender **Rs.590 only** (Non- Refundable) to BSNL. The payment shall be accepted in the Form of A/C payee Demand Draft, drawn in any Nationalized/ Scheduled Bank in India in favour of Accounts Officer (Cash) BSNL, O/o **The GMT, BA Amravati** and payable at **Amravati**.
- **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website from **28.04.2023** onwards. The same tender document is uploaded on BSNL website shall be made available on e- tender portal (<https://etenders.gov.in/eprocure/app>) from 28.04.2023 from 15.00 Hrs onwards for start on online bid submission.
- Physical copy of the tender document would not be available for sale.
- Place of opening of Tender bids: The tenders shall be opened through Online Tender Opening Event". BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices.
- Tender bids received after due time & date will not be accepted.
- The queries in respect of this bid document, if any, can be submitted through Email latest up to 04.05.2023).

BSNL Contact-1	
BSNL's Contact Person	Yadnyadatta .D. Gudhe
Telephone& Mobile	0721-2569095
E-mail ID	agmplgamt@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Mangesh Jagtap
Telephone & Mobile	0721-2563199
E-mail ID	sdeplg2amt@gmail.com

Assistant General Manager (NWP)
O/o BSNL Amravati

SECTION II
INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

BSNL is in possession of land and buildings at prime locations in nearly all the SSAs/Districts having its telephone exchanges, Office premises, towers, training centers and other installations/Premises located in the MH Circle. This offers the location advantage for installation of new hoardings in BSNL premises on lease basis. Hence, it offers an opportunity for exploring tie-up with the prospective bidders in advertising business. Scope of this bid is to call Expression of Interest for erecting new hoardings at the suitable locations decided mutually by BSNL and the bidder. BSNL shall empanel maximum three bidders for erecting new hoardings but the work shall be awarded to highest bidder. The Bidder shall have to install new hoardings, as per details in the bid document.

DEFINITIONS

- a) "Agreement" means the terms and conditions agreed between the Bidder / advertiser and Bharat Sanchar Nigam Ltd (BSNL).
- b) "The Bidder/Advertiser" means the advertising agency which participates in the Expression of Interest and submits its bid.
- c) "The BSNL" means the CGM Bharat Sanchar Nigam Limited (BSNL), MH-Circle or his authorized representative.
- d) "The Circle " means territorial, and other functional circles of BSNL.
- e) "The IFA" means Internal Financial Advisor of a Circle.
- f) "The SSA" means Secondary Switching Area which is also called Telecom District and includes Primary Accounting Units (PAUs) like Civil, Electrical, Maintenance, Project Circles, Circle offices/Divisions etc.

2. ELIGIBLE BIDDERS

Only Licensed or registered Advertising agencies having experience in erection/ construction of hoarding & Its Maintenance and in advertising field and having turnover of not less than Rs 1.20 Lakh per year during last three years (2022-23,2021-22,2020-21 and till the date of EOI) are eligible to participate.

The experience certificate should accompany NOC/ permission/ Tax payment receipt from Local authority for erection of hoardings latest for one year.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. BSNL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. BID DOCUMENTS

The appraisal requirements, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include the following:

- | | |
|---|-------------|
| (a) Notice Inviting Expression of Interest | Section I |
| (b) Instructions to Bidders | Section II |
| (c) General Commercial Conditions of Contract | Section III |
| (d) Special conditions of Contract | Section IV |
| (e) Price Schedule | Section V |

(f) Bid Form	Section VI
(g) Undertaking to handover new Hoardings at reserve price fixed by BSNL	Section VII
(h) Letter of authorization to attend bid opening	Section VIII
(i) List of Locations	Section IX
(j) Proforma for Declaration of near relatives	Section X
(k) Proforma for declaration by the Bidder	Section XI
(l) Draft of Leave and License Agreement	Section XII
(m) Bidder's Profile	Section XIII

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Documents. Failure to furnish any information required as per the Bid Documents or submission of the bids documents in any respect shall be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification in the Bid Documents shall notify BSNL in writing e-mail to agmplgamt@gmail.com. BSNL shall respond in writing to any request for clarification of the Bid Documents, which it receives up to 3.00 PM of 04.05.2023. Copies of the query (without identifying the source) and clarifications by BSNL shall be posted on the website

6. AMENDMENT OF BID DOCUMENTS

- i. At any time, prior to the date of submission of Bids, BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by Amendments / Corrigendum.
- ii. The Amendments / Corrigendum shall be notified by posting on the website. These amendments will be binding on all prospective bidders.
- iii. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- iv. In order to afford prospective bidders a reasonable time to take the amendment into account for preparing their bids, BSNL may, at its discretion, extend the time for the submission of bids suitably.

7. PREPARATION OF BIDS DOCUMENTS COMPRISING THE BID

Type of EOI: Single stage submission & Two stage opening. Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e- tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

Bid Validity Period - The bid will remain valid for **90 days** from the tender opening date. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.

7(A). Techno-commercial envelope shall contain :-

- 7.1 Scanned copy of EMD (DD) for Rs 10500/- OR Online payment receipt
- 7.2 Scanned copy of proof of payment of cost of tender document i.e. tender fee(DD) for Rs 590/- OR Online payment receipt
- 7.3 Copy of License /Registration as advertising agency issued by competent authority
- 7.4 Experience Certificate for erection/ construction & maintenance of hoarding and advertising field

as asked vide para 2 of section-II. The experience certificate should be issued by the owner of the property where hoarding is erected.

7.5 The N.O.C./ permission/ Tax payment receipt from Local authority for hoardings erected by bidder during last one year.

7.6 Turnover certificate issued by C.A.of last three years for eligibility condition

7.7 Bid Form duly signed on all pages as per section VI

7.8 Near Relative Certificate as per section X

7.9 Undertaking to erect and Handover new hoardings at Reserved Price Fixed by BSNL as per section VII

7.10 Letter of Authorization for attending Bid Opening as per section VIII

7.11 Declaration by bidder as per section XI

7.12 Bidder's Profile as per Section XIII, duly filled and signed

7.13 Power of Attorney (PoA) & authorization for executing the power of Attorney,

7.14 Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.

7.15 Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.

7.16 Attestation of the signature of the authorized signatory, issuing PoA, by Bank.

7.17 PAN Card and GST Registration letter

7(B). Financial envelope shall contain: Price Schedule (as per Section V)

7(C). Offline Documents: The following documents are required to be submitted offline (i.e. **offline submissions**) to GMT, BSNL, on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i. EMD/ Bid security (in original)
- ii. DD/ Banker's cheque towards cost of documents (in original).
- iii. Power of Attorney and authorization for executing the power of Attorney.

8 BID SUBMISSION FORM

The bidder shall complete the Bid Submission Form as per format specified vide Section VI furnished with the Bid Documents.

9 BID PRICES

The Bidder shall fill the Bid Price as per format specified vide Section-V furnished with the Bid Document in financial envelop.

9.1 The Bidder shall give the unit **price per square meter per month** for the locations applied for new/proposed hoardings, listed in the Price schedule and the unit prices indicated shall be exclusive of taxes.

9.2 Taxes/charges to be paid to local authorities or any department shall be extra over the rates quoted by the bidder in price schedule.

9.3 If any revenue sharing is required to be done with local authorities due to leasing out the hoardings in BSNL Premises, the amount so worked out to be shared shall be paid by the bidder directly to local authority or to BSNL for payment by BSNL to local authority, if so called for.

10 DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS:

The bidder shall furnish, as part of the bid documents for establishing the bidder's eligibility, the following documents and any other relevant documents to meet the terms and conditions of Bid Documents.

9.16.1 Power of Attorney authorizing person(s) to sign the bid documents.

9.16.2 Bid Form duly signed on all pages.

9.16.3 All other items prescribed to be enclosed along with the bid document.

11. EARNEST MONEY DEPOSIT

- i. The bidder shall furnish, as part of his bid, an earnest Money deposit [EMD] in favour of “Accounts Officer(Cash), Bharat Sanchar Nigam Ltd.(BSNL), Amravati” in the form of Demand Draft drawn on Scheduled/ Nationalizes Bank for an amount of Rs 10500/- (Rupees Ten Thousand Five Hundred Only). OR Online transfer
- ii. A Bid not with EMD shall not be opened
- iii. The EMD of the unsuccessful bidder will be discharged / returned as promptly as possible.
- iv. The successful bidder’s EMD will be part of the Security deposit amount to be deposited by the Bidder after the award of the Expression of Interest.
- v. The EMD shall be forfeited:
 - a) If a bidder withdraws or modifies his bid during the period of bid validity specified by the bidder on the Bid form as per clause 12,
OR
 - b) In the case of a successful bidder, if the bidder fails :
 - (i) To sign the contract in accordance with clause 26 Section II or
 - (ii) To furnish Security Deposit in accordance with clause 3 Section III.

12. PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for 90 days after the date of opening of bids prescribed by BSNL. A bid valid for a shorter period shall be rejected by the BSNL as non- responsive.

In exceptional circumstances, the BSNL may request the bidder’s consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bidder may refuse the request without getting his EMD forfeited. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. DECLARATION OF NEAR RELATIVE WORKING IN BSNL

The bidder shall not be permitted to bid for the work in the BSNL Circle in which his near relative(s) (as defined in Section X) is / are posted in any capacity either non-executive or executive employee. The bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee / gazetted officer in the BSNL or Deptt of Telecom or in Ministry of Communications. Any breach in this regard shall render the bid/work of the bidder cancelled and Earnest Money and/or Security Deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the Bidder, but the damages arising on account of such cancellation to be borne by such Bidder. Such Bidder will also be debarred for further participation in the EOI / tender in the concerned BSNL Circle.

14. FORMAT AND SIGNING OF BID

- i. Deleted.
- ii. The Bid Form supplied by BSNL or downloaded from BSNL web site shall be used and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for unamended printed literatures, shall be signed by the person or persons signing the bid and should be attached in Techno-

- commercial envelope
- iii. 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 signed by the person or persons signing the bid.

15. PREPARATION OF BIDS, SEALING AND MARKING OF BIDS

- i. Deleted
- ii. Deleted.
- iii. Deleted.
- iv. Deleted.
- v. **VENUE OF EOI OPENING:** Bids shall be opened at O/o GMT BSNL Amravati on 19.05.2023 at 12.00 Noon
. If due to administrative reason the venue/date of Bid opening is changed it will be displayed prominently at the notice board of O/o GMT BSNL Amravati

16. SUBMISSION OF BIDS

Deleted

BSNL may, at its discretion, extend this deadline for the submission of bids due administrative/technical reasons in which case all rights and obligations of the BSNL and bidders thereafter be subjected to the deadline as extended.

17. LATE BIDS

Any bid received by BSNL after the deadline for submission of bids prescribed by the BSNL shall be summarily rejected.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- i. The bidder may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received and acknowledged by BSNL prior to the deadline prescribed for submission of bids.
- ii. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered before the deadline prescribed for submission of bids.
- iii. No bid shall be modified subsequent to the deadline for submission of bids.

19. BID OPENING AND EVALUATION OF BIDS BY BSNL

- i. The BSNL shall open the bids in the presence of bidders or their authorized representatives who choose to attend, at 12 noon on due date. The bidder's representatives who are present shall sign an attendance register. Authority letter to this effect shall be submitted to the BSNL authority by the representative of the bidder to allow them to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VIII).**
- ii. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- iii. The Bidder's names, modifications, bid withdrawals and such other details as the BSNL may at its discretion, consider appropriate will be announced at the time of opening.
- iv. BSNL shall open the Techno-commercial envelope first

- v. The Financial Bid of eligible bidder shall be opened If the Bidder has submitted EOI document cost, EMD and found eligible as per eligibility requirement

20. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- i. The evaluation and comparison of bids shall be based on the rentals offered in the Price Schedules in Section V.
- ii. BSNL shall prepare comparative statement of all bidders.
- iii. BSNL shall evaluate the bids to determine whether they are complete, required sureties have been furnished, the documents have been properly signed and the bids are generally in order.
- iv. If there is a discrepancy between words and figures, the amount in words shall prevail.
- v. A Bid containing any condition or conditional rebate shall be summarily rejected. However, unconditional rebates shall be accepted.
- vi. BSNL shall make a list of Bidders in order of the rates quoted by the Bidders in decreasing order from highest Bidder to lowest Bidder.
- vii. BSNL shall finalize a panel of maximum number of three bidders [H1, H2 & H3] from top of the list prepared as above but the work shall be awarded to the highest bidder.

22. INFLUENCING BSNL

No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the work is awarded. Any effort by a bidder to influence the BSNL in the BSNL's bid evaluation, bid comparison or „award of lease“ decision shall result in the rejection of the bid.

23. AWARD OF CONTRACT

BSNL shall consider award of lease for new Hoardings only to those eligible bidders whose offers have been found commercially acceptable and evaluated as most suitable by the BSNL.

24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL 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 lease without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSNL's action.

25. ISSUE OF LETTER OF INTENT (LOI)

- i. The issue of an LOI shall constitute the intention of the BSNL to enter into an agreement with the bidder for leasing the Hoardings in premises.
- ii. Within 7 days of issue of the LOI, the bidder shall give its acceptance along with security deposit in conformity with clause 3 of Section III of bid document.
- iii. The EMD amount deposited along with EOI document shall be converted to security deposit and the bidders shall deposit balance amount of Security Deposit in favour Accounts Officer (Cash), Bharat Sanchar Nigam Ltd. (BSNL), Amravati” in the form of deposit at Call receipt

of a Scheduled bank/ Fixed Deposit receipt of a scheduled bank / Demand Draft drawn on Scheduled Bank.

26. SIGNING OF CONTRACT

- i. After successful submission of the Security Deposit, the award letter or letter for commencement of the work shall be issued by the BSNL.
- ii. The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of lease to the bidder(s). Detailed lease agreement shall be signed within seven days from the date of receipt of security deposit as per draft at section XII

27. ANNULMENT OF AWARD

- a) Failure of the successful bidder to comply with the requirement of clause 24,25 & 26 Section II and clause 14 of Section III, shall constitute sufficient ground for the annulment of the award and the forfeiture of the EMD in which event the BSNL may at its discretion award the work to any other bidder from the list of bidders prepared or call for fresh bids.
- b) While all the conditions specified in the Bid Documents are critical and are to be complied special attention of bidder is invited to the following clauses of the bid document, noncompliance of any one of which shall result in outright rejection of the bid.
 - i. Deleted.
 - ii. The bids shall be rejected at opening stage if EMD is not submitted
 - iii. If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 and 7A Section II are not enclosed, the bids shall be liable to be rejected without further evaluation.
 - iv. Price Schedule-Prices are not filled in as prescribed in price schedule.

28. TIME PERIOD

The time period allowed for utilization of new hoardings shall be for Five years after four month from the date of award of the work.

29. INDEMNIFICATION

29.1 The advertiser shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

29.1.1 Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, applicable to such party;

29.1.2 Any breach of the terms and conditions in this agreement by the advertiser;

29.1.3 Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the advertiser;

29.1.4 Any claim made by any third party arising out of due to accident involving hoarding(s).

- 29.1.5 The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of devices/advertisement and the consequential claim shall be borne by the advertiser who will also indemnify and safeguard the BSNL in respect of any such claim or claims.
- 29.2 The advertiser will comply with all the laws, directives, guidelines etc. of the land where hoarding(s) is located and shall be fully responsible for the same. The advertiser will indemnify BSNL for any liability arising out of non compliance of the same.
- 29.3 This clause shall survive the termination or expiry of the contract.

30. INSURANCE

- 30.1 The advertiser during the term and at its sole cost and expenses, shall obtain and keep (in full force and effect in the joint name of the advertiser and BSNL) a public liability insurance policy for their respective rights, interests and liabilities to third parties in respect of accidental death of, or accidental bodily injury to persons, or accidental damage to property.
- 30.2 The public liability policy of insurance shall be for an amount as specified by the local authorities for any single event (or such higher amount as may notified by local authorities from time to time) and shall be effected with and on the terms approved by local authorities, if any.
- 30.3 The public liability policy of insurance shall include a clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured.
- 30.4 the advertiser shall produce evidence to the satisfaction of the BSNL of the insurance affected and maintained by the advertiser within one month from the date of award of the work.
- 30.5 Insurance of advertising devices shall be done by advertiser at his cost.

SECTION III

GENERAL COMMERCIAL CONDITIONS OF CONTRACT

1. APPLICATION

The general terms and conditions of lease shall apply to lease made by the BSNL for letting out of the new hoardings in BSNL premises for advertising purpose.

2. STANDARD CONDITIONS

The advertisement on hoardings in BSNL premises shall conform to the standards prescribed as under:

1. The highest bidders to the extent of maximum number of three shall be empanelled and work shall be awarded to highest bidder.
2. The bidders shall be required to deposit security deposit as defined by BSNL within 7 days from the date of issue of award letter.
3. If any bidder failed to deposit security deposit within specified time the EMD available with BSNL shall be forfeited without notice and BSNL shall be free to award work to next bidder available in the panel or fresh bids will be called.
4. The Bidder shall have right to use hoarding area as allowed by BSNL for putting advertisement of his choice subject to fulfilling certain conditions.
5. The Bidder cannot place advertisements of the competitors of BSNL/MTNL and the advertisements which are against the policies of Government/ local authorities.
6. The area other than given to Bidder can be used by BSNL as per its requirement for advertisement of its product/services and the Bidder shall not have any objection.
7. The sites for new hoardings shall be finalized by Bidder in consultation with BSNL within 7 days from the date of award of the work.
8. If the bidder does not finalise the sites of new hoardings within specified time then BSNL shall finalise the sites on its own within 5 days from the time limit expired as per para 7 above, which will be final and binding on the bidder.
9. The Bidder shall have to install new hoardings in BSNL premises as per design approved by BSNL within four month from the date of award of the work at his cost.
10. If the bidder does not erect/install the hoardings within specified time the security deposit with BSNL shall be forfeited without notice and BSNL shall be free to award work to other bidder available in the panel list of bidders or fresh bids will be called. In such cases the defaulter bidder shall not be allowed to quote for the fresh bids for six months in that SSA.
11. The new hoardings shall be installed by the bidder within four month from the date of award of the work as per general requirement of National Building Code and as per approved design of BSNL considering structural suitability of the hoarding structure. BSNL Civil Wing authorities will certify that new hoardings are installed as per approved design or not.
12. The cost of new hoardings shall be worked out by BSNL depending upon market trend and actual cost incurred by the advertiser whichever is minimum. This cost shall be the book value of new hoardings installed by the advertiser and shall be used to work out the reserve price after completion of the contract period.
13. If it is found that the hoardings have not been installed as per approved design of BSNL, those hoardings will not be allowed to be used till the defects in the hoardings as intimated by BSNL are rectified by the advertiser.
14. The yearly rental amount plus applicable taxes for all the hoardings should be paid in advance within one month starting the agreement year and if bidder fails to pay the annual rent then one month notice shall be issued and agreement shall be terminated without further notice.

15. In case of termination of the agreement BSNL shall be at liberty to forfeit the security deposit available with BSNL and the new hoardings, if installed shall be the property of BSNL and bidder shall not have any claim on the structure of hoardings.
16. After termination of the agreement the work may be awarded to the next bidder available in the panel at the H1 rates or fresh bids shall be called
17. After termination of the agreement the advertiser shall not be allowed to participate in next call of EOI for six months in that Unit.
18. The time period allowed shall be five years after four month from the date of award of the work .
19. BSNL reserves right to fix reserve price for any/all locations and if the prices quoted by bidder are below the reserve price, BSNL may reject/cancel any/all bid.
20. The bidder should quote for all the sites (in case more than one site are there) and if any site is left unquoted then the rate for that site shall be worked out by working out average rate of the sites for which rates have been quoted. The rate so arrived shall be final and binding on the bidder.
21. The bidder may visit the BSNL premises to evaluate the prospective new hoardings.
22. The lease is subject to the local authority bye laws.
23. Permission from local authorities, if required shall be obtained by the bidder and BSNL shall assist but the payment including fee/ charges for getting permission shall be paid by the bidder.
24. If permission from local authorities is required and bidder fails to get permission within one month from the date of award of the work without valid reasons, the bid shall be terminated and security deposit available with BSNL shall be forfeited. BSNL shall award work to next bidder or call fresh bids.
25. The bidder shall pay municipal and other charges, if payable. If the Govt/local authority objects to placement of new hoardings in the BSNL premises, then the bidder has to vacate the same and BSNL shall not be liable to pay any compensation for the same.
26. If any revenue sharing is required to be done with local authorities due to leasing out the hoardings in BSNL Premises, the amount so worked out to be shared shall be paid by the bidder directly to local authority or to BSNL for payment by BSNL to local authority, if so called for.
27. BSNL shall provide electricity connection, if required by the bidder but the bidder shall have to pay actual electricity charges as decided by BSNL. No backup power supply shall be provided.
28. BSNL shall not be responsible for the security of the hoardings and its advertisements. In case of any theft BSNL shall not be held responsible.
29. BSNL reserve the right to cancel the lease at any time by giving notice of 30 days. However, the lock in period shall be two years
30. Hoardings shall be maintained by the advertiser by doing annual repair and painting of the hoarding structures or whenever required.
31. Advertisements displayed by the advertisers shall be in compliance with IPRs of the Advertisements. Advertisers shall be sole responsible of any infringement of IPRs related to such advertisement.
32. "bidder should reserve one hoarding space of minimum 12X10 Sq feet free of cost for use of BSNL's in-house advertising for a period of 90 days in a year for three occasions including cost of flex (i.e. three times in a year for a total combined period of 90 days)".
33. " The bidder should not display advertisement of BSNL competitor's advertisement in the hoardings in BSNL premises viz TSP/ISP in Telecom Field".
34. It is the responsibility of bidder to bring advertisements from the market. BSNL is not liable to pay any charges therein. The hoarding space remaining vacant because of no

advertisement on the hoardings is the responsibility of the bidder. Bidder has to pay charges as per approved rates and no reduction therein will be permissible.

3. SECURITY DEPOSIT

- i. The Bidder shall furnish security deposit to the BSNL for an amount equal to three months lease rent within 7 days after the receipt of the LOI along with Draft lease agreement by the successful bidder. This shall be followed by signing of the Agreement by Bidder and BSNL, within seven days of the receipt of Security Deposit.
- ii. The Security Deposit shall be in the form of Demand Draft drawn on Scheduled/ Nationalized Bank in favour of Accounts Officer (Cash), BSNL Amravati
- iii. The security deposit will be returned by the BSNL after completion of the contract period and any amount to be recovered from the Bidder shall be deducted from the Security Deposit.
- iv. No interest on security deposit will be given to the Bidder.

4. PRICES

Bidder may quote the rentals for the new hoardings for the purpose of putting advertisements as per Schedule in Section-V.

5. CHANGES IN SCOPE

BSNL may, at any time, by a written order given to the bidder, make changes within the general scope of the lease agreement as per its requirement.

6. EXTENSION OF TIME AND LIQUIDATED DAMAGES

The time for getting approval of local authorities and for installation of new hoardings may be extended by CGM or any officer of GM or equivalent rank authorized by CGM with valid reasons of justified delay.

The advertiser shall write to competent authority, before 7 days of the expiry of time limit citing reasons for delay in getting approval from local authorities and delay in installation of new hoardings. The decision of CGM or his authorized representative shall be final and binding on the advertiser.

The rent shall become payable after four month from the date of award of the work irrespective of use of new hoardings.

Should the Bidder fail to perform contractual obligations including payment of annual lease rent within the period prescribed without valid reasons, the BSNL shall be entitled to recover penal interest at the rate of bank rate (presently --% p.a) plus 4% p.a for the period of delay. Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the bidder.

7. FORCE MAJEURE

- i. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter

referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.

- ii. Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to get the work done from any other Bidder to be appointed by the BSNL, without any financial implications being imposed by the original bidder on BSNL arising out of such transfer.

8. TERMINATION FOR DEFAULT

The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part,

- a) If the bidder fails to meet its contractual obligations within the time period (s) specified in the contract, or any extension thereof granted by the BSNL pursuant to clause 26, Section II; and
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.
- c) In the event the BSNL terminates the contract in whole or in part, the BSNL may proceed, upon such terms and in such manner as it deems appropriate.
- d) If the bidder fails to pay the advance annual rent by 30th of the month starting agreement period then one month notice shall be issued by BSNL and agreement shall be terminated without further notice.
- e) In such cases the security deposit shall stand forfeited and shall be at the disposal of BSNL.
- f) In case of termination of the agreement BSNL shall be free to give balance work to other bidder or call fresh EOIs.

9. TERMINATION FOR INSOLVENCY

The BSNL may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BSNL.

10. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration to an officer not below the rank of DGM appointed by the CGM/GM MH BSNL Telecom Circle or in case his designation is changed or his office is abolished, then in such cases by the officer for the time being entrusted

(whether in addition to his own duties or otherwise) with the functions of the CGM, MH BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer). The appointment of the arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL officer or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL officer he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, xxx BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor(s).

Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the arbitrator or such other places as the arbitrator may decide.

11. MAINTENANCE OF THE HOARDINGS

All the hoarding structures shall be maintained by the advertiser by doing regular annual repair/maintenance and painting or whenever required considering the condition of the hoarding structures. If it is found that the hoardings are not regularly maintained by the advertiser then one month notice shall be issued by BSNL and even then maintenance work is not done, the same will be done by BSNL at the cost of advertiser at his cost.

12. HANDING OVER OF HOARDINGS AFTER COMPLETION OF CONTRACT PERIOD

The advertiser shall handover hoarding structures except normal wear & tear due to age of structure & weathering effects. If it is found that the condition of hoardings is deteriorated beyond normal wear & tear the hoardings will have to be repaired by the advertiser and if not repaired the cost of repair shall be deducted from security deposit of the advertiser available with BSNL. The hoarding structures (without fixtures) erected by the advertiser shall be handed over to BSNL at reserve price fixed by BSNL after accounting depreciation @ 25% per annum on written down basis considering the age of hoarding structures as 10 years and considering the physical condition of the hoardings. The reserve price fixed by BSNL shall be final and binding on advertiser.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

- i. The special conditions of contract shall supplement the „Instructions to the Bidders“ as contained in Section II & “General (Commercial) Conditions of the Contract” as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those mentioned in other sections..
- ii. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- iii. In case the EMD is not submitted in the manner prescribed under clause 11 of Section II above, covers containing the Financial bid **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
- iv. Any clarification issued by Bharat Sanchar Nigam Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- v. Bidder shall quote for all locations in the SSA/circle (the locations mentioned in Annexure IX).
- vi. BSNL reserve the right to award part of the work to highest bidder and balance to other bidder at the rate of highest bidder due to the reasons recorded in writing.

SECTION V
PRICE SCHEDULE

To
The CGM/GM
BSNL Amravati BA

Sir,

With reference to the EOI no. MHATI-17/25/52/2022-PLG/ dated 28.04.2023, we, offer the following price to take the hoardings in the premises of BSNL Tele Exchange Washin in Akola SSA for installation of advertisements on lease basis in accordance with the terms and conditions mentioned in the above EOI document.

Sl. No.	Station	Type of Hoarding	Tentative Area of hoardings available for advertisement (in Sqm)	Reserve Price -- Monthly Rent per Square Meter (Amount in Rupees in figures & words)	Monthly Rent per Square Meter Offered (Amount in Rupees)	Total Amount (In Rupees)
1	Washim Tele Exch Premises	New	350 sqmtr	Rs 60 Per Month (Rs Sixty Only)	Rs.....Per Square Meter Per Month (Rupees only)

We, hereby agree to install new hoardings in premises of BSNL Washim in Akola SSA/Circle. We also agree that the new hoardings shall be installed within four month from the date of award of the work. We also agree that the rent shall become payable after erection/ construction of hoarding OR four months from date of award of work, whichever is earlier.

Yours Faithfully

Signature of the Authorized Signatory of the Bidder with seal

Note :

- i. Amount to be mentioned clearly in Indian form of international numerals.
- ii. No corrections/alterations are permitted while mentioning the amount.
- iii. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.
- iv. If any correction is required, no over writing should be made but the old figure should be clearly score out and new figure should be clearly written above old figure with initial of the authorized person.

SECTION - VI

BID FORM

EOI No. MHATI-17/25/52/2022-PLG/ dated 28.04.2023

The GM
Bharat Sanchar Nigam Limited
Amravati BA

Dear Sir,

1. Having examined the conditions of EOI document and specifications including amendments / corrigendums Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid for leasing the new hoardings inBSNL premises in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to commence the work immediately as per terms of the Bid Document.
3. If our Bid is accepted, we will deposit the required security deposit for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the highest or any bid, you may receive.

Dated this day of 20--

Name and Signature -----

In the capacity of -----

Duly authorised to sign the bid for and on behalf of

witness

Address

.....

Signature

SECTION-VII

**UNDERTAKING TO ERECT AND HANDOVER NEW HOARDINGS AT
RESERVE PRICE FIXED BY BSNL**

Whereas (hereinafter called “the Bidder”) has submitted its bid dated.....for the contract of leasing out of new hoardings in BSNL premises vide above EOI document dated 28.04.2023-. KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called “the Bidder”) are bound unto.....(hereinafter called “the BSNL”) shall erect new hoarding at their cost within four month from the date of award of the work.

THE CONDITIONS of the obligations are:

1. If the Bidder does not install new hoardings within specified time or withdraws his bid, the security deposit available with BSNL shall be forfeited and BSNL shall award the work to another Bidder from the list of bidders prepared.
2. If no bidder other than defaulter bidder is available in panel of bidders or the other bidder refuse to enter in to agreement BSNL shall be free to call fresh bids.
3. The new hoarding structures (without fixtures) installed by the Bidder shall be handed over to BSNL after completion of the agreement period at a reserve price fixed by BSNL after accounting depreciation @ 25% per annum considering the life of hoarding structure as 10 years, subject to minimum 5%of the book value fixed by BSNL at the time of start of the work.
4. The reserve price so fixed by BSNL shall be final and binding on the Bidder.

We undertake to handover new hoarding structures(without fixtures) installed by us to BSNL after completion of the agreement period as per condition specified in para 3 & 4 above.

Signature of the Bidder.

Name

Signed in Capacity of

Signature of witness Full

address of Branch

Name & Address of witness Tel No.Fax

No.

SECTION VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach ----- before date of bid opening)

GM
Bharat Sanchar Nigam Limited, Amravati

Subject: Authorisation for attending bid opening on
_____ (date) in the EOI document of

Following persons are hereby authorised to attend the bid opening for the EOI mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Signatures of bidder
Or
Officer authorised to sign the bid Documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not submitted.

SECTION – IX

**LIST OF LOCATIONS AVAILABLE IN BSNL PREMISES IN
SSA /Circle**

Sr. No.	District	Name of the Town/ Village	Address where premises available	Area of New hoardings
1	Washim In Akola SSA of Amravati BA	Washim	BSNL Telephone Exchange Premises, Washim	350 Sqmtr

SECTION X
Proforma for Declaration for near relatives
(To be filled in by the Bidder)

“I.....S/o

Shri

.....
Resident of hereby
certify that none of my relative(s) as defined below is/are employed in concerned BSNL Circle.
In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall
have the absolute right to take any action as deemed fit without any prior intimation to me.”

Further, it is intimated that the following persons are working with me whose are near relative to
the executive employee / gazetted officer working in BSNL, Department of Telecom or in the
Ministry of Communications.

i) _____

ii) _____

SIGNATURE OF BIDDER

List of near relatives

- i) Member of Hindu undivided family(HUF)
- ii) They are Husband and Wife.
- iii) The one is related to other in the manner as father, mother, son(s) & son’s wife (daughter in law),
Daughter(s), Daughter’s husband (son in law), brother(s), brother’s wife, sister’s husband (brother in
law).

Note:-

The above certificate in case of Proprietorship Firm shall be given by the proprietor. For the Partnership
Firms, the certificate shall be given by all partners and in case of Limited Company, by all Directors of
the company. However, the Govt of India/Financial Institutions nominees and independent non official
part time Directors appointed by Govt of India or the Governor of the state are excluded from the
purview of submission of this certificate.

SECTION XI

Proforma for Declaration by the Bidder for submitting bid on the bid document downloaded from the Website

It is to certify that:

- 1 I / We have submitted the EOI in the Proforma as downloaded **directly from the website**.
2. I / We have submitted bid documents **which are same / identical** as available on the website.
3. I / We have **not made any modification / corrections / additions etc.** in the bid documents downloaded from web by me / us.
4. I / We have checked **no page is missing** and all pages as per the index are available & that all pages of bid document submitted by us are **clear and legible**.
5. I / We have **signed (with seal) all the pages** of the bid document before submitting the same.
6. I / We have sealed the bid document properly before submitting the same.
7. I / We have submitted the **cost of bid document along** with the EMD and all Credentials.
8. I/We have read carefully and understood the important instructions to the all bidders who have downloaded the bid document from the web.
9. In case at any stage later, it is found there is difference in our downloaded bid document from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.
10. In case at any stage later, it is found that there is difference in our downloaded bid documents from the original, the bid/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to me / us on this account.
11. In case at any stage later, it is found that there is difference in our downloaded bid document from the original, I/We may also be debarred for further participation in the EOI in the concerned BSNL Civil Zone.

Seal of Bidder Signature of the Bidder

Place:Date:

SECTION XII

(to be drawn on Rs.100/- stamp paper or of the appropriate amount)

THIS AGREEMENT is made and entered into at-----** on this _____ day of _____ 201_____ by and between Bharat Sanchar Nigam Ltd.('BSNL' hereinafter for the sake of brevity), a Govt. of India Enterprises, duly registered under the Indian Companies Act, 1956, having their registered office address at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110 001, having their Maharashtra Telecom Circle office address at Administrative Building, BSNL Complex, Juhu Road, Santacruz(W), Mumbai-400054, and having their Secondary Switching Area ('SSA' hereinafter for the sake of brevity) office address at _____**hereinafter for brevity sake referred to as "LICENSORS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their Directors, successors, legal representatives, executioners, constituent attorneys, authorized representatives and their assignee) of the ONE PART.

AND

M/S _____, a company duly registered under Indian Companies Act, 1956 / a Firm duly registered under the Indian Partnership Act, 1932/ Sole Proprietorship, having its registered office address at _____** hereinafter for brevity sake referred to as "LICENSEES", (which expression shall unless it be repugnant to the context or meaning thereof mean and include their Directors, Partners, Proprietors, successors, legal representatives, executioners, constituent attorneys, authorized representatives), of the SECOND PART.

WHEREAS the LICENSORS are seized and possessed of or otherwise well and sufficiently entitled to the immovable Property situated at _____** (Name of BSNL compound)

AND WHEREAS the LICENSORS are having certain locations in the premises of the said immovable property for erection of Hoardings for advertisement purpose, hereinafter for the sake of brevity referred to as the "LICENSED PREMISES".

AND WHEREAS the LICENSORS are interested in renting out space in the LICENSED PREMISES at agreed locations for erection of Hoardings for advertisement purposes on grant of a license, to the LICENSEES on leave & license basis.

AND WHEREAS the LICENSORS had invited offers from the prospective bidders for the same and the LICENSEES being interested had submitted their offer and now are declared as the successful bidders in the bid.

AND WHEREAS the LICENSEES being interested and submitted their offer to the invitation of 'Expression of Interest ('EOI' hereinafter for the sake of brevity) by the LICENSORS, consenting and agreeing all the terms and conditions stipulated therein and stated here under, for the LICENSED PREMISES.

AND WHEREAS the LICENSORS now accepting the offer of the LICENSEES for allowing the LICENSEES to erect their Hoardings for advertisement purpose at the agreed locations in the LICENSED PREMISES on leave and license basis for a temporary period of 5 (Five) Christian years commencing from ** day of _____**201 ____** (after one month from the date of award of the work) .

AND WHEREAS the LICENSORS have now agreed to grant the license to the LICENSEES in respect to the LICENSED PREMISES for a period of 5 (Five) Christian years, on good faith purely for providing Rights for Erection of Hoardings for Advertisement purpose on agreed locations in the LICENSED PREMISES for the aforesaid stipulated period on the terms & conditions mentioned in 'EOI' and as per the terms and conditions mentioned here-in-under:-

NOW IT IS AGREED BY AND BETWEEN THE PAERTIES HERETO AS FOLLOWS:-

1. The LICENSORS hereby grants license to the LICENSEES for Erection of Hoardings for Advertisement purpose at the agreed locations in the LICENSED PREMISES on leave and License basis for a temporary

period of 5(Five) Christian years commencing on and from this day of 201 . The license shall be in force for a period for 5(Five) Christian years expiring on the day of 201 .

2. After signature of the indenture by both the parties, it shall be the responsibility of the LICENSEES to get registered this indenture within one month of date of possession of the LICENSED PREMISES in the manner prescribed in this agreement, before the appropriate registration authority as per the proviso of The Registration Act, 1908. The costs of registration would be borne by the LICENSEES. The costs involved in the registration would not be adjusted against the license compensation / fee and such amount would have to be remitted in advance. It is hereby agreed by and between the parties that executors of this indenture would extend their full cooperation for the purpose of registration of the agreement and would make themselves available for appearing before the Registrar/Dy. Registrar/Sub- Registrar and/or any such other appropriate statutory authority at all times to effect smooth registration of the agreement.
3. The LICENSEES hereby undertake to pay interest free Security Deposit ('SD' hereinafter for the sake of brevity) equal to three months' compensation/license fee, which would remain with the LICENSORS till expiry of this indenture and the same would be duly refunded within six months from the date of expiry of this indenture after recovery of outstanding amount if any therefrom.
4. The LICENSEES at the time of submitting their offer had deposited a sum of Rs. -----*/- (Rupees -----* only) as and by way of the Earnest Money Deposit, wherein the LICENSEES now being the successful bidder the said earnest money has been converted into a part of aforesaid interest free Security Deposit.
5. In the event of this agreement stands terminated on account of breach of any terms & conditions by the LICENSEES, the SD shall automatically stand forfeited absolutely without any notice thereto. Decision of the LICENSORS in this regard shall be final and binding upon the LICENSEES. Further, the Hoardings of the LICENSEES in the LICENSED PREMISES shall automatically become property of the LICENSORS and the LICENSEES shall have no claim on the structure of the Hoardings. The LICENSEES shall be liable to hand over the peaceful possession of the LICENSED PREMISES to the LICENSORS with immediate effect.
6. LICENSORS also reserve the right to recover the liquidated damage suffered by them on account of breach of the contract by the LICENSEES from the SD. Decision of the LICENSORS in this regard shall be final and binding upon the LICENSEES.
7. Any amount which stands recoverable by the LICENSORS from the LICENSEES shall be adjusted from the SD.
8. The LICENSEES shall be solely responsible for obtaining all the permissions needed for the Hoarding works in the LICENSED PREMISES from the statutory authorities within one month from date of award of the work. If required, the LICENSORS may render the LICENSEES the help needed in processing of the permission. However, all the payments and charges, whatsoever, for same shall be borne by the LICENSEES only.
9. Location for the Hoardings in the LICENSED PREMISES shall be mutually finalized within 7 days from the date of award of the work, failing which the LICENSORS shall finalise the location of such Hoardings on their own within five days thereafter, which shall be final and binding on the LICENSEES.
10. If the LICENSEES fail to obtain the permissions from the statutory authorities in the aforesaid period without valid reasons, this license shall be terminated and the SD shall be forfeited. The LICENSEES shall apply to LICENSORS before 7 days of the expiry of time limit citing reasons for delay in getting approval from statutory authorities and delay in installation of the Hoardings. Decision of the LICENSORS in this regard shall be final and binding. However, rent of the LICENSED PREMISES shall be payable after one month from the date of award of the work irrespective of the fact whether the said Hoardings therein have been erected or have become operational or not.

11. In consideration of the LICENSORS permitting the LICENSEES to use the LICENSED PREMISES for erecting hoardings for the advertisement purposes on the agreed locations, the LICENSEES shall pay to the LICENSORS a sum of Rs. _____ .00** (Rupees: - _____ **only) per month as and by way of net monthly license compensation/ fee amount, which shall be payable on yearly basis in advance in the first month of beginning of the year. The first installment shall become due after one month of date of award of the work, irrespective of the fact whether the said Hoardings have been erected or have been made operational by the LICENSEES or not. The license compensation/fee would be exclusive of all the taxes/levies/cess/charges/outgoings or equivalent (imposed by Central/State and/or Municipal or any other statutory authority), society maintenance, and/or any such other and further outgoings of whatsoever nature applicable on the Hoardings during currency of the contract. The license compensation/fee would be paid as and by way of Demand Draft/ Pay Order/ Banker's Cheque/or any other mode mutually decided. The Cheque should be drawn in favour of ACCOUNTS OFFICER -----***. In an event of default in payment of monthly license compensation/ fee by the LICENSEES within the above prescribed period, one month notice shall be issued to the LICENSEES for making the payment, failing which this agreement shall be terminated without further notice and the interest free security deposit would be forfeited. And the Hoardings installed by the LICENSEES shall automatically become property of the LICENSORS and the LICENSEES shall have no claim on the structures of Hoardings. The LICENSEES would be liable to hand over the peaceful possession of the LICENSED PREMISES along with the Hoardings to the LICENSORS with immediate effect.
12. For the period of delays on the payments due to the LICENSORS, they shall be entitled to charge interest @ 18% per annum (bank interest rate @ 14% per annum plus 04%) from the LICENSEES.
13. Responsibility of payment of all kinds of taxes/cess/levies/charges/outgoings or equivalents imposed by the statutory authorities shall rest with the LICENSEES. The LICENSEES shall regularly pay the aforesaid taxes, if any, to the Statutory Authorities and shall provide copies of the proof of payments thereof to the LICENSORS on the regular intervals. Further, LICENSEES would also be liable to refund to LICENSORS all the taxes/cess/charges/levies/outgoings or equivalents imposed by statutory authorities on account of the said Hoardings work by the LICENSEES.
14. If any revenue sharing is required to be done with local authorities due to aforesaid renting of LICENSED PREMISES for the Hoardings, the amount so due shall be paid by the LICENSEES directly to the concerned local authority. Alternatively, if it is required, the amount may be paid/refunded to the LICENSORS for in turn payment to the concerned local authority.
15. It is agreed by and between the parties that the area other than the LICENSED PREMISES in the compound can be used by the LICENSORS as per their requirement for advertisements of their products/services and the LICENSEES shall have no objection thereon.
16. It is agreed by and between the parties that in this agreement where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
17. This agreement is merely an arrangement to grant license/permission to the LICENSEES for setting up and maintaining the hoardings on the terms & conditions as recorded herein and does not in any manner create any landlord-tenant or any other kind of legal relationship between the parties creating higher or different right other than what is granted herein. Further, the LICENSED PREMISES are given to the LICENSEES on personal basis and the LICENSEES shall not be entitled to transfer the benefit of this agreement to anybody else or shall not be entitled to allow anybody else to occupy the LICENSED PREMISES or any part thereof.
18. LICENSORS may provide electrical connection to the LICENSEES for the Hoardings subject to availability of sufficient power (Decision of the LICENSORS in this regard shall be final & binding). However,

necessary expenses for tapping the power from the source (as decided by LICENSORS) to the Hoardings shall be made by the LICENSEES. Further, the LICENSEES shall also refund to the LICENSORS the expenses incurred in installing the Electric meter for the supply provided to the LICENSEES. The LICENSEES shall make monthly payment of the electricity consumed on the rates fixed by the LICENSORS. However, no back up power will be provided to the LICENSEES by the LICENSORS. LICENSEES may also obtain independent Electric connection for the hoardings from the Electric authority and the charges for electric consumption for the same will be paid by the LICENSEES to the authorities concerned directly and the LICENSORS will not be held responsible for the same. However, proof of payments of the electric bills raised by the Electric Authority will be submitted by the LICENSEES to the LICENSORS regularly. For payment of arrears for such facilities the LICENSORS shall not be responsible and such charges if not paid by the LICENSEES shall be deducted from the interest free Security Deposit.

19. Structural design of the Hoardings, to be installed in the LICENSED PREMISES, shall be got approved by the LICENSEES from the LICENSORS (BSNL Civil Wing). The LICENSEES will install these Hoardings as per the General requirements of NATIONAL BUILDING CODE. Before commencement of use of these Hoardings, the LICENSEES shall obtain a certificate from LICENSORS (BSNL Civil Wing) in this regard..
20. The LICENSEES shall be responsible for maintaining the LICENSED PREMISES in good condition and will not cause any damage thereto. If any damage is caused to the premises or any part thereof, the same shall be made good by the LICENSEES at their cost by rectifying the damage to the satisfaction of the LICENSORS within given time period, failing which the same shall be rectified by the LICENSORS at the risk and cost of the LICENSEES. Expenditure incurred on this account shall be refunded by the LICENSEES within 10 days from the date of issue of demand note thereof. It is also agreed that before handing over peaceful & vacant possession of the LICENSED PREMISES, these will be made in the working conditions as per the LICENSORS standards.
21. The LICENSED PREMISES shall be used by the LICENSEES only for the Hoardings only and no other commercial activity(s) shall be permitted to be carried out thereon. The LICENSEES shall separately state on an Affidavit-cum- Declaration on a stamp paper of Rs.500/- (Rupees Five Hundred only) duly attested/notarized by an authorized Public Notary/ Gazette Officer declaring that the allotted LICENSED PREMISES will be utilized for erection of the Hoardings only and for no such other purpose of whatsoever nature. Hereto annexed and marked EXHIBIT 'B' as the Affidavit-cum-Declaration of the LICENSEES.
22. The LICENSEES shall not assign, sublet or transfer the rights in full or in part to any other party without written approval of the LICENSORS. If it is found so at any stage, LICENSORS reserve the right to terminate this contract by giving notice to the LICENSEES in writing duly forfeiting the Security Deposit and the LICENSEES shall be liable to pay penalty and damages as decided by the LICENSORS. Decision of the LICENSORS in this regard shall be final & binding.
23. The LICENSEES shall only, be responsible for payment of all kind of the litigation/imposition of penalties by the statutory authorities on account of violation of the byelaws in the hoardings/advertisement materials used thereon or on account of the dispute (s) raised by other companies on the hoardings or advertisement materials used thereon.
24. The LICENSEES shall have right to use the Hoardings in the LICENSED PREMISES for putting advertisements of their choice.
25. Advertisements displayed on the Hoardings in the LICENSED PREMISES shall be in compliance with the laws of land. Further, these shall be in compliance with Intellectual Property Rights (IPRs). The LICENSEES shall be solely responsible for any infringement in this regard. Further, the LICENSEES shall not display the advertisements of the competitors of LICENSORS/ Mahanagar Telephone Nigam (hereinafter called MTNL for the sake of brevity).
26. Hoardings and their structures in the LICENSED PREMISES shall be maintained by the LICENSEES all

the time in good condition to the satisfaction of the LICENSORS by carrying out regular annual repairs/maintenance and painting or whenever required considering their condition, failing which the LICENSORS shall be free to do so on the risk and cost of the LICENSEES by giving one month notice. The expenditure, thus, incurred by the LICENSORS shall be deposited by the LICENSEES to the LICENSORS within 10 days from the date of issue of demand notice thereof.

27. On completion of the contract period, the LICENSORS reserve the right for taking over the Hoardings (without fixtures) in the LICENSED PREMISES from the LICENSEES. However, barring the normal wear and tear due to aging of the structures and weathering effect, any repairs required in the Hoardings shall be carried out by the LICENSEES before handing over the same to the LICENSORS, failing which such repairs shall be carried out by the LICENSORS on the risk and cost of the LICENSEES (The expenditure thus incurred by the LICENSORS shall be deposited by the LICENSEES to the LICENSORS within 10 days from the date of issue of demand note thereof). For taking over the Hoardings, LICENSEES will be entitled for the depreciated cost of such Hoardings worked out @25% per annum depreciation on written down basis (considering 10 year life span). However, it shall not be less than 5% of the initial cost of the Hoardings. Initial cost of the Hoardings at the time of their installation (on which the aforesaid depreciation will be applied), shall be worked out by the LICENSORS depending upon market trend and actual cost incurred by the LICENSEES whichever will be minimum.
28. The hoardings are to be erected in such a manner that it shall not interfere with the existing communication network or any other installations of the LICENSORS. LICENSEES shall minimize the ground space required by the hoarding and shall also ensure that there will be no inconvenience to any ongoing business operation in the compound.
29. The LICENSORS shall not be responsible for any damages to any financial agencies, commercial outfits, consequent on the termination of the contract for what so ever reasons.
30. Security of the Hoardings/the advertizing materials thereon in the LICENSES PREMISES shall be the sole responsibility of the LICENSEES. The LICENSORS shall, in no way, be responsible for the same.
31. LICENSORS shall be entitled to create a mortgage, charge or otherwise offer as security the LICENSED PREMISES for the purpose of borrowing any loan or obtaining any financial facility from any party including bank, financial institution or finance company PROVIDED THAT no such mortgage, charge or other security shall adversely affect the rights of the LICENSEES under this agreement in any manner, whatsoever and any such mortgage, charge or other security shall always be subject to the rights of the LICENSEES under this agreement.
32. LICENSEES shall not store in the LICENSED PREMISES any goods of hazardous & explosive nature or goods/ materials which on account of their weight or nature, may cause damage to or endanger the safety of the PREMISES.
33. In case the LICENSORS at any time during currency of the contract sells and/or transfer its right title and interest in the LICENSED PREMISES as a whole or in part thereof to any person or more than one person then in that event the LICENSEES shall attorn to such transfer or transferees on the same terms and conditions as are contained herein and this contract will in no way be affected. It will be sufficient to notify the LICENSEES regarding such sale or transfer when affected.
34. In the event of LICENSEES becomes insolvent or commences any insolvency proceedings or makes any composition with their creditors or attempts to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, consideration of any kind as an inducement or be given, promised or offered by the LICENSEES to any LICENSORS employee, or if the LICENSEES shall obtain the contract with the LICENSORS as a result of wrong submission of EOI or by non bonafide methods; or if the LICENSEES enters into a contract with LICENSORS in connection with which commission has been paid or agreed to be paid by him; or if the LICENSEES shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the

debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or shareholders debenture holders to appoint a receiver or managers, LICENSORS shall have powers (whose decision shall be final and binding) to terminate this contract immediately and thereupon the Security Deposit of LICENSEES shall stand forfeited absolutely.

35. Arbitration:- Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes and claims arising out of the agreement shall be referred to for adjudication through the arbitration by the Sole Arbitrator (not below the rank of Deputy General Manager or equivalent) appointed by the Chief General Manager, BSNL Maharashtra Telecom Circle or equivalent ('CGM' hereinafter for the sake of brevity). There shall also be no objection to any such appointment that the Arbitrator so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. Further, if the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid by the said CGM. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Further:-

- a. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- b. It is also a term of this contract that no person other than a person appointed in the aforesaid manner shall act as the sole arbitrator and if for any reasons that is not possible, the matter shall not be referred to arbitration at all.
- c. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- d. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.
- e. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- f. It is also a term of the contract that the arbitrator shall be deemed to have entered the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

It is agreed by and between the parties that the dispute under the present agreement which cannot be settled by the arbitration is subject to the jurisdiction of the Civil Court of the Secondary Switching Area (SSA). In case there is no Secondary Switching Area (SSA) it will be of Mumbai.

36. It is agreed by and between the parties that during pendency of the dispute, the LICENSEES shall not stop payment of rent & other charges if they are in possession of the LICENSED PREMISES.

37. Force Majeure:- If at any time, during the currency of this contract, if performance, in whole or in part, by either party of any obligations under this contract is prevented or delayed by reason of :-

- i. War or,
- ii. Hostility, act of the public enemy, or
- iii. Sabotage, floods, explosions, or

- iv. Epidemic quarantine restrictions, or
- v. Abnormal bad weather, or,
- vi. Serious loss or damage by fire, or,
- vii. Civil commotion, local commotion, strike or lockout, or
- viii. Acts of God, or
- ix. Any other cause, which in the absolute discretion of the CGM, is beyond the control,

Provided notice of happenings of such eventuality is given by either party to other within 3 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party has any claim for damages against the other in respect of such non- performance, or delay in performance under the contract. Thereupon performance under the contract shall be resumed as soon as practicable after such event come to an end or cease to exist. Decision of LICENSORS as to whether the performance has been resumed or not, shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option terminate the contract.

38. The LICENSORS may, without prejudice to any other remedy for breach of the contract, by written notice of default sent to the LICENSEES, terminate this contract in whole or in part:-

- a. If the LICENSEES fails to meet its contractual obligations within the time period(s) specified in the contract, or any extension thereof granted by the LICENSORS;
- b. If the LICENSEES, in either of the above circumstances, does not remedy their failure within a period of 10 days(or such longer period as the LICENSORS may authorize in writing) after receipt of the default notice from the LICENSORS;
- c. In the event LICENSORS terminates the contract in whole or in part, the LICENSORS may proceed, upon such terms and in such manner as they deem appropriate;
- d. If the LICENSEES fails to pay the advance annual rent by 30th of the month starting the agreement period then one month notice shall be issued by the LICENSORS and the agreement shall be terminated without further notice;
- e. In such cases the SD shall stand forfeited and shall be at the disposal of the LICENSORS;
- f. The LICENSORS shall be free to take over the LICENSED PREMISES along with the Hoardings if any;
- i. In case of termination of the contract LICENSORS shall be free to give balance work to other bidder of the same EOI or call fresh EOIs.

39. In the event any concerned Authorities or any Court of Law passes any order for the suspension, cancellation or removal of the said hoarding or any advertisement displayed upon the LICENSED PREMISES or for defacing, or removal of any advertisement displayed or the hoarding itself for any reason whatsoever, then in that event, the LICENSEES shall forthwith comply with such requisitions. In the event of the entire hoarding being banned, this agreement will come to an end and the LICENSEES shall have no other claim against the LICENSORS. In such an event the LICENSEES shall be entitled to the refund of the interest free Security Deposit from the LICENSORS and the LICENSORS shall upon demand refund such deposit to the LICENSEES subject to all deductions therefrom of all outstanding amounts due and payable by the LICENSEES to the LICENSORS under these presents.

40. The LICENSORS shall not be liable for loss of profit or loss of goodwill arising from the occupation of LICENSED PREMISES by the LICENSEES or any amount of compensation in respect of LICENSED PREMISES and the LICENSEES shall not make any claim in respect thereof. Similarly, the LICENSEES shall not be liable for loss of profit or loss of goodwill arising from its occupation of LICENSED

PREMISES or for any amount of compensation in respect of the LICENSED PREMISES other than license fee / compensation etc. as aforesaid and the LICENSORS shall make no claim in respect thereof.

- 41. In case the LICENSEES fail to hand over the peaceful & vacant possession of the LICENSED PREMISES to the LICENSORS on expiry of the contract, unless extended otherwise, or early termination of the contract, it will be deemed to be an act of trespass and the LICENSEES shall be liable for prosecution in accordance with law, in addition to the payment of *mesne* profit to the LICENSORS at the prevailing market rate.
- 42. It is agreed by and between the parties that this agreement supersedes all prior communications between them except the letter of award of the work.
- 43. It is agreed by and between the parties that if any one or more provisions of this agreement become invalid, illegal or unenforceable in any respect, validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 44. The LICENSEES shall at its own cost duly insure and keep insured the structure erected by the LICENSEES and the hoarding against all risk, including third party risk.
- 45. The LICENSEES shall during the term and at their sole cost and expenses, shall obtain and keep (in full force and effect in the joint name of the LICENSEES & the LICENSORS) a public liability insurance policy for their respective rights, interests and liabilities to third parties in respect of accidental death of, or accidental bodily injury to persons, or accidental damage to property;
 - a. The public liability policy of insurance shall be for an amount as specified by the local authorities for any single event (or such higher amount as may be notified by local authorities from time to time) and shall be effected with and on the terms approved by local authorities, if any;
 - b. The public liability policy of insurance shall include a clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured;
 - c. The LICENSEES shall produce evidence to the satisfaction of the LICENSORS of the insurance effected and maintained by the LICENSEES within one month from the date of award of the work;
 - d. Insurance of advertising devices shall be done by the LICENSEES at their cost.
- 46. Either of the parties reserves their right to terminate the agreement without assigning any reason of whatsoever nature by giving an advanced one month written notice. The mode of service of termination notice would be by "Registered Post A.D." only and in case the LICENSORS are to be addressed the address will be as follows which will be deemed to be treated as good service:-

(Address of the Estate Officer in charge of the LICENSED PREMISES**)

Also in the case of LICENSEES the mode of service of termination notice would be by "Registered Post A. D." only and the same would also be deemed to be treated as good service if the same is addressed at the following address:-

_____ *

_____ *

_____ *

_____ *

It is further agreed that in doing so either party shall not be liable to pay any compensation on whatsoever reason(s) to each other and the LICENSEES would be liable to surrender immediately the quiet, vacant and peaceful possession of the LICENSED PREMISES (along with the Hoardings of the LICENSEES if so

desired by the LICENSORS, in such cases depreciated value of the Hoardings worked out as per the formula mentioned above will be paid by the LICENSORS to LICENSEES.

47. The LICENSEES shall comply with such other and further statutory provisions applicable at the time of executing this agreement and subject to all future laws as and when applicable. Any breach of any such statutory provisions, the LICENSORS shall not be liable in whatsoever manner and the same shall be sole liability of the LICENSEES. Further, the LICENSEES shall protect, defend, indemnify and hold the LICENSORS harmless from and against any and all liabilities, damages, fines, penalties and costs (including legal cost and disbursements) or against all course and consequences at all the times arising from or relating to:-

- a. Any breach of statute, regulation, direction, orders or standards from statutory bodies, agency; or
- b. Any breach of the terms and conditions in this agreement by the LICENSEES; or
- c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the LICENSEES; or
- d. Any claim made by any third party arising out of any accident involving hoardings; or
- e. Any injury or damage caused to or suffered by any person or property arising out of or relating to the display of devices/advertisements and the consequential claim thereof.

LICENSEES shall execute a separate Indemnity Bond to this effect in the enclosed proforma, which shall be considered as part and parcel of this indenture hereto annexed as EXHIBIT 'A'.

Further, this clause shall survive the termination or expiry of this Agreement.

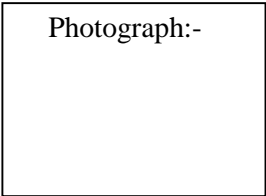
48. This agreement shall be executed in duplicate. One copy is to be retained by each party. The applicable stamp duty and registration charges shall be borne by the LICENSEES.

49. On behalf of LICENSORS this Agreement is signed and executed by Sri-----
~~-----, working as -----, in the office of the~~
LICENSORS who is authorized/empowered to sign and execute by the LICENSORS on their behalf.

50. On behalf of LICENSEES this Agreement is signed and executed by Sri-----
-----, Working as -----, in the office of the LICENSEES who is
authorized/empowered to sign and execute by the LICENSEES on their behalf.

IN WITNESS WHEREOF the parties hereto have put their hands the day, month and year first hereinabove written

SIGNED, SEALED and DELIVERED by within named "THE LICENSORS"
Party of the ONE PART



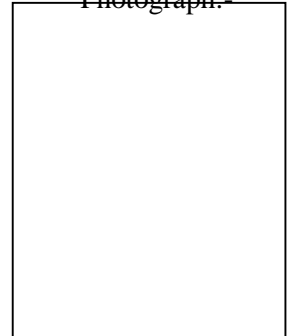
.....LICENSORS
(Signature/seal)

AND

SIGNED, SEALED and DELIVERED by within named "THE
LICENSEES Party of the OTHER PART

.....LICENSEES
(Signature/seal)

Photograph:-



in presence of
Witness

1.....

.....

2. -----

Signature of Bidder

EXHIBIT 'A'
PROFORMA OF IDEMNITY
BOND

(Reference Clause no.47 of Leave and License Agreement

Having entered into this Leave and Licensed Agreement, the LICENSEES hereby give an undertaking to comply with all the provisions of the Leave and License Agreement, applicable statutory provisions, amendment thereto if any in future, and all the related future laws as and how applicable.

Further, the LICENSEES hereby give an undertaking that while using the LICENSED PREMISES under this agreement, they shall be solely responsible for all liabilities, damages, fines, penalties and costs (including legal cost and disbursements) whatsoever or against all course and consequences at all the times arising from or relating to:-

- a. Any breach of statute, regulation, direction, orders or standards from statutory bodies, agency; or
- b. Any breach of the terms and conditions in this agreement by us (the LICENSEES); or
- c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by us (the LICENSEES); or
- d. Any claim made by any third party arising out of any accident in the LICENSED PREMISES.
- e. Any injury or damage caused to or suffered by any person or property arising out of or relating to the use of the LICENSED PREMISES and consequential claim thereof.

Having said above, the LICENSEES hereby indemnify the LICENSORS to protect, defend, and hold the LICENSORS harmless from and against any and all liabilities, damages, fines, penalties and costs (including legal cost and disbursements) or against all course and consequences thereof at all the times arising from or relating to the use of the LICENSED PREMISES by us (the LICENSEES) under this agreement.

Signature on behalf of the LICENSEES _____
Name _____
Designation:- _____.

Witnesses
1. Name:- _____
Designation:- _____
Signature:- _____
2. Name:- _____
Designation:- _____
Signature

SECTION-XIII
Bidder's Profile

1. Name of Individual/ Firm:-
2. Correspondence Address:-.....
.....
.....
.....
3. Telephone No:-..... Mobile No:.....
4. Email Id:-.....
5. State Type of Firm (Sole Proprietorship/ Partnership firm/ Pvt Ltd Co):-.....
6. Name of Sole Proprietor/ Partner/ Director(s) of Pvt Ltd Co

SN	Full Name	Email Id/ Mob No	Designation	Address
1				
2				
3				

7. PAN No:-.....
8. GST Registration No:-.....
9. Details of the Bidder's Bank
 - i. Name of Bank and Address:-.....
 - ii. IFSC Code:-.....
 - iii. Name of A/C Holder:-.....
 - iv. Account No:-.....
 - v. A/C Type (Savings OR Current):-.....

Seal of Bidder & Signature of the Bidder

Place:Date: