



**POLICY FOR**

**LICENSING OF SPACES FOR INSTALLATION OF TELECOM EQUIPMENT AT  
BEST UNDERTAKING SUCH AS TELECOMMUNICATION SERVICE TOWERS/  
GROUND BASED MASTS (GBM)/ POLES AT TERRACE/ GROUND,  
PARTLY TERRACE/PARTLY GROUND, BUS QUEUE SHELTERS AND OPEN  
SPACE.**

## Disclaimer

All information provided as a part of this Policy to the prospective Interested Parties by the B.E.S. & T. Undertaking is subject to the terms and conditions as laid down in this document. The objective of this Policy document is to provide information to the interested entities about the commercial opportunity and to facilitate their Application for the same. The B.E.S. & T. Undertaking makes no representation or gives any warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Interested Parties are advised to conduct their own assessment of the opportunity and obtain independent advice from appropriate sources as deemed necessary. The B.E.S. & T. Undertaking may, at their absolute discretion, and without being under any obligation to do so, update, amend or supplement the information in this document.

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## 1. Definitions

<b>Term</b>	<b>Definition</b>
<b>Authority / Licensor</b>	The B.E.S. & T. Undertaking
<b>Policy</b>	Policy for Licensing of Spaces for Installation of Telecom Equipment at B.E.S. & T. Undertaking
<b>Applicant</b>	Entity submitting Application for grant of License in accordance to this Policy
<b>Appointed Applicant</b>	Applicant whose Application has been approved by the The B.E.S. & T. Undertaking
<b>Proposal</b>	Submissions by the Applicant towards this Policy
<b>License</b>	Rights to install Telecom Equipment at designated spaces at B.E.S. & T. Undertaking
<b>Licensee</b>	Appointed Applicant to whom License is granted post signing of the License Agreement
<b>License Agreement</b>	Contract between Licensee and Licensor wherein Licensor grants rights to Licensee at B.E.S. & T. Undertaking to install Telecom Equipment at designated spaces
<b>License Period</b>	Period for which the License is granted
<b>Lock-in Period</b>	Period for which the Licensee cannot terminate the License
<b>License Fee</b>	Consideration for grant of License to be paid for the License of spaces for installation of telecom equipment on pillars
<b>Escalation</b>	% increase in License Fee / other charges applied per annum
<b>Security Deposit</b>	Interest-Free Bank Guarantee or Demand Draft or Bankers Cheque furnished by the Licensee as security deposit against non-performance of Licensee's obligations
<b>Net Worth</b>	Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation
<b>Gross Revenue</b>	Total revenue earned by a business in a financial year
<b>Commencement Date</b>	Date of commencement of License Agreement as defined in the Policy document

## 2. Letter of Invitation

**Sub:** Letter of Invitation (LOI) for Applications from interested entities for licensing of Spaces for Installation of Telecom Equipment at B.E.S. & T. Undertaking

Dear Sir / Madam,

The B.E.S. & T. Undertaking operates buses in Mumbai city and suburbs as well as distribute Electricity in Mumbai City. The premises of the B. E.S. & T. Undertaking are scattered all over Greater Mumbai.

The purpose of this Policy is to appoint Licensees for Licensing of Spaces for Installation of Telecom Equipment at B.E.S. & T. Undertaking.

The eligibility criteria, commercial terms and other provisions have been detailed out under various sections of this Policy document. B.E.S. & T. Undertaking shall evaluate all Applications received and grant the License to the eligible Applicant as per the outcome of the evaluation of the Application by B.E.S. & T. Undertaking as detailed in this Policy.

The Policy document shall be available for free download at the B.E.S. & T. Undertaking website. Further updates may be made to this Policy by B.E.S. & T. Undertaking from time to time, which shall be updated on the B.E.S. & T. Undertaking website.

For further details, in case of premises of the Undertaking you may contact:

Chief Engineer (Civil)  
BEST Undertaking, 1st floor,  
Electric House, Colaba  
Mumbai-400 001  
Phone: +

Email:

### 3. Objective of this Policy

- a) The B.E.S. & T. Undertaking intends to monetize commercial potential of space available in B.E.S. & T. Undertaking which will act as a source of funds towards financing the operational cost of the B.E.S. & T. Undertaking.
- b) The B.E.S. & T. Undertaking has identified licensing of spaces for Installation of Telecom Equipment at B.E.S. & T. Undertaking as one of the revenue heads for Non-Fare Box Revenue (NFBR) generation.
- c) The purpose of this Policy is to appoint Licensee(s) for licensing of spaces for Installation of Telecom Equipment at B.E.S. & T. Undertaking
- d) Spaces are available on License basis across Mumbai City and Mumbai Suburbs.
- e) These premises cater to various requirements of the Undertaking while providing electric supply & public transport services to Mumbai City & Suburbs. These properties are scattered all over Greater Mumbai. There has been considerable residential and commercial development in the areas surrounding these premises.
- f) Under this policy the Undertaking is inviting offers for providing Telecommunication Service Towers/Poles/Masts at terrace/ ground in various premises of B.E.S. & T. Undertaking. Only those firms getting registered with Department of Telecommunication, Govt. of India as Infrastructure Provider (IP) or having license issued by Department of Telecommunication, Govt. of India as Telecom Service Provider (TSP) or having Unified Access Service Agreement with the Govt. of India are allowed to apply under this policy. Applicant shall obtain all necessary permissions /specific approvals for subject work stipulated under MRTP Act 1966, as may be applicable. Applicant shall indemnify the Undertaking from any claim disputes of whatsoever nature in this regard. Prior to erection of any infrastructure, Party shall obtain permissions from all relevant Statutory Authorities such as MCZMA, MCGM, MMRDA, etc. as may be applicable under subject contract. Telecommunication Service Towers/Poles/Masts are to be installed in the premises. In case of bus queue shelters, the licensee is required to carry out the work in co-ordination with advertising agency appointed by the Undertaking and with approval of appropriate authority. The conditions stipulated in the permissions issued by the Statutory Authorities shall be scrupulously followed by the Licensee without any claim for refund on that account
- g) In this reference, the B.E.S. & T. Undertaking invites Applications from interested IPs and Telecom companies and other qualified and Applicants for availing space offered for installation of Telecom Equipment at B.E.S. & T. Undertaking on License basis.

#### 4. Scope of the License

a. Licensee shall be responsible for the following activities:

- i) Submit the design/ layout of the location of placement of equipment along with other relevant details, which the B.E.S. & T. Undertaking shall evaluate with respect to structural stability, operational feasibility, safety and security and aesthetics.
- ii) Submit revised plan for approval if the B.E.S. & T. Undertaking raises any objections to the submitted plan, and seek approvals from B.E.S. & T. Undertaking for all further modifications/ revisions in plan
- iii) Designing of all units / structures to complement B.E.S. & T. Undertaking for installation of telecom equipment
- iv) Procurement, fabrication, installation and erection of equipment at its own cost within the licensed spaces only
- v) Obtain all approvals, permits, etc. from all relevant authorities including different tiers of government, statutory, local, civic authorities, Department of Telecommunications (DoT) Govt. of India, TRAI, legal, statutory, etc. at its own cost as per the applicable laws for operation of business.
- vi) Appoint an authorised representative to interact with the B.E.S. & T. Undertaking representative for matters related to this License
- vii) Operate, manage and maintain the licensed spaces and equipment
- viii) Comply with all statutory requirements in connection with License Agreement
- ix) Ensure regular and timely payments of all amounts due to B.E.S. & T. Undertaking and discharge all obligations as per License Agreement
- x) Payment of all applicable statutory taxes, local levies, stamp duty, etc. as and when due and the onus of payment of these taxes shall be on the Licensee.
- xi) The Licensee shall inspect all the premises and examine the feasibility of erecting the desire infrastructure.
- xii) The Undertaking shall not be held responsible for failure of the Licensee in erecting the Telecommunication Service Towers/Poles/Masts because of their not getting permission or objection from Statutory Authorities,

legal implication at later stage. The Licensee shall indemnify the Undertaking from any eventuality as a result of erection of Telecommunication Service Towers/Poles/Masts and their operational hazards. The Undertaking's responsibility is limited only for providing the space for erection / installation of infrastructure.

- xiii) The Licensee shall gather all technical information and shall appoint a Licensed Architect and Structural Engineer, engage necessary services for obtaining all approvals/ permissions of Statutory Authorities (as may be required). All the expenses including fees of the services to be engaged, processing fees/license fees, permit etc. levied by the Statutory Authorities including all deposits for the purpose shall be borne by the Licensee. The Licensee shall get all the drawing/ designs approved from the BEST Undertaking before processing/submitting the proposal of any location to the Statutory Authorities, well in advance. The Licensee shall submit certified copies of all correspondence with the Statutory Authorities and approval required for erection of Telecommunication Service Towers/ Poles/Masts to the Undertaking prior to erection of infrastructure.
- xiv) If a claim for under payment of ESI contribution (Employers & Employees) in respect of labour employed by the Licensee is made by the ESI Corporation on the BEST Undertaking then it will be Licensee's liability to make payment and indemnify the BEST Undertaking. On such occasion, the BEST Undertaking will be at liberty to withhold any amount to be refunded to the Licensee until it is satisfied that all the amount due under ESI Act are paid.
- xv) **Licensee office and other details :-**
  - i) The Licensee shall have their office in Mumbai and the said contract shall be required to be operated from that address.
  - ii) The Licensee should mention the name and address of the proprietor of the company. In case of Partnership Firm, name and address of the respective partners and in case of Limited Company, name and address of the Managing Director shall be given with supporting documents such as Memorandum and Articles of Association under the Companies Act and latest Annual Report of the Company.



## 5. Eligibility Criteria

Applicant should be a company incorporated under the Companies

- a. Act 1956 / 2013 or any other legal entity as per Indian law.
- b. Applicant should have minimum experience in managing telecom infrastructure business as specified in the Key Commercial Terms.
- c. Applicant should have minimum Average Annual Turnover and Net Worth as specified in the Key Commercial Terms.
- d. Consortium or Joint Ventures (JV) participation has been detailed in Key Commercial Terms.
- e. Financial eligibility of the Applicant, or its immediate / ultimate parent entity, holding a controlling majority stake in the Applicant, shall be considered.
- f. In all such cases where the Applicant submits the financials of its holding entity, the Applicant shall submit such parent's audited financial statements and the shareholding details of the Applicant.

Applicant or any of its immediate / ultimate parent entity should not have been debarred from participating in tenders with any of the following authorities:

- i) Any other STU's/ Power Distribution companies in India.
- ii) Any Planning Authority in Maharashtra including MMRDA, MCGM, etc.
- iii) Any Central or State Ministry or Department in India
- iv) The Applicant shall make this declaration in its Application Letter as per the prescribed format
- v) In case at a subsequent date, the successful Applicant is found to be debarred, B.E.S. & T. Undertaking shall have full rights to terminate the License or disqualify for this License as applicable. In such cases, Security Deposit furnished by the Applicant / Licensee shall be forfeited.

## 6. Key Commercial Terms

Key Terms	Description
<b>Contract Type</b>	License Agreement between Licensor (B.E.S. & T. Undertaking) and Licensee (Appointed Party)
<b>License Period</b>	10 (ten) Years
<b>Lock-In Period</b>	2 (two) Years
<b>Notice Period</b>	6 (six) months notice for termination after Lock-In Period; for e.g. if License Period starts on 1-Jan-2023 and Lock-in Period ends on 31-Dec-2024, then the earliest Notice may be served on 1-Jul-2024.
<b>Extension Period</b>	At the time of Expiry of License, the B.E.S. & T. Undertaking shall have the discretion to extend the period by another 3 years at the License Terms decided by the B.E.S. & T. Undertaking at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of the B.E.S. & T. Undertaking
<b>Handover of Site by B.E.S. &amp; T. Undertaking</b>	Within 7 (seven) days of execution of the License Agreement for installation of equipment for the selected spaces. Handover for the spaces shall be as per the handover readiness.
<b>Pre-Commencement Period</b>	90 (Ninety) days from handover of site to the Licensee
<b>Commencement Date of License</b>	License Period shall start from the expiry of 90 days from handover of site or earlier if the telecom installations are completed earlier
<b>Sub-Licensing</b>	Not Permitted
<b>Space Available</b>	<ul style="list-style-type: none"> <li>• B.E.S. &amp; T. Undertaking shall provide approx. 15 sq.m. space in the premises/terrace for installing towers/ Ground Based Masts (GBM).</li> <li>• B.E.S. &amp; T. Undertaking shall provide approx. 2.25 sq.m. space for installing poles at selected locations.</li> <li>• Road/ traffic conditions and regulations of civic/ statutory authorities with regard to such installations must be taken care of by the Licensee</li> <li>• Applicant shall submit a space requirement and installation plan for approval by the B.E.S. &amp; T. Undertaking</li> </ul>
<b>Number of Operators</b>	<ul style="list-style-type: none"> <li>• Maximum 3 (three) such equipment of Telecom Service Providers shall be permitted to be installed at on tower.</li> </ul>
<b>Costs involved</b>	<ul style="list-style-type: none"> <li>• The Licensee shall be required to incur following costs during the License Term:</li> <li>• License Fee and Security Deposit.</li> <li>• Installation of meters, utility charges on actuals</li> <li>• Applicable taxes including GST and stamp duty</li> <li>• Statutory levies as applicable</li> <li>• Insurance Premium for equipment, if any</li> <li>• Earthing required by the Licensee at his cost.</li> </ul>
<b>Electricity &amp; Utilities</b>	<ul style="list-style-type: none"> <li>• Separate meter shall be procured and installed by the Licensee based on the recommendation by the B.E.S. &amp; T. Undertaking</li> <li>• Utility charges for electricity to be billed on actuals on a monthly basis payable within the prescribed due date</li> <li>• The rate charged to the Licensee would be at a rate which the electricity distribution company would levy on such a customer</li> <li>• Right of Way (ROW) shall be provided to lay optical fibre cable (OFC) and power cables.</li> </ul>

<b>License Fee &amp; Application Details</b>	<ul style="list-style-type: none"> <li>• License Fee shall be as per the Tariff published below –</li> <li>• Licensee shall pay lumpsum per space per year for the utilization of the 15 sq.m. space at the select location as per attached rate schedule. (the rate schedule shall be applicable for F. Y. 2023-24 and Rate schedule shall be escalated by 10% every financial year, thereafter).</li> <li>• Licensee shall pay Rs. 1,02,000 per location per year (Rs. 8,500 per month) for the utilization of the 2.25 sq. m. space (small cell) at the select location in Mumbai city area.</li> <li>• Licensee shall pay Rs. 90,000 per location per year (Rs. 7,500 per month) for the utilization of the 2.25 sq. m. space (small cell) at the select location in Mumbai suburban area.</li> <li>• Above tariff is exclusive of applicable taxes.</li> <li>• License Fee shall be escalated by 10% every year.</li> <li>• Licensee is required to submit the Application for minimum 5 spaces for poles and any number of spaces for terrace/GBM.</li> <li>• If old unused towers are available on the site without any legal issue, then licensee can use these towers by paying amount for the balance life of tower (total life of tower is considered as 20 years) as shown in the rate schedule upfront as a depreciated value to BEST Undertaking.</li> </ul>
<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>• License Fee payable yearly in advance.</li> <li>• Invoice shall be raised by 5<sup>th</sup> of the month prior to each quarter and payable by 20<sup>th</sup> of the same month.</li> <li>• In case of non-receipt of any invoice, Licensee shall collect the same from the office of the B.E.S. &amp; T. Undertaking.</li> <li>• Licensee shall make payment of License Fee by demand draft, banker's cheque or online banking modes in favour of B.E.S.&amp; T. Undertaking, payable at Mumbai.</li> <li>• Delayed payment charges : 18% per annum.</li> </ul>
<b>Security Deposit</b>	<ul style="list-style-type: none"> <li>• Interest Free Security Deposit (SD) to be furnished by the Licensee</li> <li>• Up to Lock-In Period, SD shall be for an amount equal to 2 years License Fee adjusted for escalation (with validity of 2 years in case of a Bank Guarantee)</li> <li>• Post expiry of Lock-In Period, SD shall be for an amount equal to 1 year License Fee adjusted for escalation (with validity of 1 year in case of a Bank Guarantee)</li> <li>• SD shall be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG)</li> <li>• The Licensee shall, 2 weeks prior to the expiry of the Security Deposit , extend it by another 12 months and augment the BG / furnish additional Demand Draft equal to 6 months License Fee of the subsequent year (adjusted for escalation) till the end of License Period.</li> <li>• The B.E.S. &amp; T. Undertaking has the right to invoke the Security Deposit in case of Event of Default or other such situations as described under various sections in this Policy.</li> </ul>
<b>Procedure</b>	<ul style="list-style-type: none"> <li>• Applicant shall submit its Application along with the prescribed Annexures as specified in this Policy document.</li> <li>• B.E.S. &amp; T. Undertaking will examine the Application submitted by the Applicant and shall have the sole discretion in granting the License.</li> <li>• The B.E.S. &amp; T. Undertaking reserves the right to reject any / all Applications and / or annul this Policy at any time for whatsoever reason.</li> <li>• B.E.S. &amp; T. Undertaking (CEC) shall process the Application and issue its approval or otherwise within 30 days of the receipt of the Application.</li> <li>• The Appointed Party is required to furnish the Security Deposit and execute the License Agreement within 30 days of receiving such approval</li> </ul>

Key Terms	Description	Documentary Proof Acceptable
<b>Technical Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>• Access Service License/IP Registration Certificate issued from Department of Telecommunication of Govt. of India</li> <li>• Minimum 3 years of experience in Telecom related business in India or overseas</li> <li>• Experience of at least one project involving telecom equipment installation at any government/institutional building or at any transportation related site like metro, airport, monorail etc.</li> <li>• Submit the project profile which will prove similar type of experience in installing 50 Telecommunication Service Towers/Poles/Masts located in Mumbai Metropolitan Region (MMR) for Government/ Semi-Government / Local Authority only.</li> </ul>	<ul style="list-style-type: none"> <li>• For companies incorporated in India, Certificate of Incorporation/ Registration under Companies Act 1956 / 2013 or Partnership Firm registered under the LLP Act</li> <li>• Documentary evidence proving that Applicant is registered with Department Telecommunication, Govt of India as authorised infrastructure provider in IP-1 category</li> <li>• Self-certified copy of contract for installation done at transportation site</li> <li>• Company presentation with an overview of the organization and its businesses</li> <li>• All documents to be self certified by the authorized signatory</li> </ul>
<b>Financial Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>• Minimum average annual turnover of Rs 100 Crore in the preceding three financial years AND</li> <li>• Positive net worth as of 31-Mar-of latest year.</li> </ul>	<ul style="list-style-type: none"> <li>• Audited financial statements for preceding three financial years.</li> <li>• For the purposes of this Policy –</li> <li>• “Turnover” shall mean Gross Revenue from telecommunication businesses of the Applicant</li> <li>• “Net Worth” shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation</li> <li>• Applicant shall produce Statutory Auditor / reputed Chartered Accountant certificate for the above in the prescribed format</li> </ul>
<b>Consortium or Joint Ventures</b>	<ul style="list-style-type: none"> <li>• Not permitted</li> </ul>	

## 7. Application on Procedure :

- a. The Applicant shall make a request on its letter head in the Application format specified in the Annexure via physical letter or email.
- b. The Applications will be registered on first-come, first-serve basis and Confirmation of the registration will be sent via email by B.E.S. & T. Undertaking.
- c. The Applicant shall bear all costs associated with the preparation and submission of its Application and subsequent correspondences, and the B.E.S. & T. Undertaking shall not be liable for those costs, regardless of the conduct or outcome of the evaluation process.
- d. License Fee plus applicable taxes shall be paid / submitted by the Applicant in the form of Demand Draft / Banker's Cheque / Online banking modes drawn on any scheduled commercial bank in favour of B.E.S. & T. Undertaking payable at Mumbai within 30 working days of receiving Approval from B.E.S. & T. Undertaking and prior to signing of the License Agreement, failing which the Applicant may lose its priority.
- e. The information published in the Policy document will form the basis for evaluation of the Application of the Interested Parties. The Interested Parties shall abide by the instructions given in this Policy document. The Application shall comprise all the documents and forms listed in the submission guidelines.
- f. The Application and all the related correspondence and documents shall be written in English language only.
- g. The Applicant shall pay / submit the interest-free refundable security deposit within 30 days of receiving the Approval from B.E.S.& T. Undertaking and prior to signing of the License Agreement.

Application shall be signed by the Authorized Signatory of the Applicant.

The Applicant shall be required to submit the Application along with Application fees of Rs. 1,000/- (Rupees one thousand only) in the form of Bankers Cheque/ Demand Draft drawn in favour of B.E.S.& T. Undertaking payable at Mumbai or in our Cash Department.

- 7.1 The Application form along with required documents as specified in the Policy shall be sent to the following address:

Chief Engineer (Civil)

BEST Undertaking, 1st floor,  
Electric House, Colaba  
Mumbai-400 001

- 7.2 Any queries pertaining to the Policy document shall also be sent at the above address.

## 8. Evaluation of Application

- a. The B.E.S. & T. Undertaking shall evaluate the Application along with all the requisite documents.
- b. Conditional Proposals shall be rejected outright by the B.E.S. & T. Undertaking.
- c. The B.E.S. & T. Undertaking shall evaluate all Applications received and grant the License to the eligible Applicant on first-cum first-serve basis.
- d. Further, in the event of the Appointed Party withdrawing its Application or not being selected for any reason in the first instance for the License, the B.E.S. & T. Undertaking without being under any obligation to do so, may at its sole discretion, blacklist the Appointed Party which has withdrawn its Application.
- e. The B.E.S. & T. Undertaking reserves the right to reject any/all Applications or withdraw the Policy at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon an Applicant or any obligation upon the B.E.S. & T. Undertaking.
- f. The Applicant hereby voluntarily and unequivocally agrees that the B.E.S. & T. Undertaking shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Applications and the Applicant shall not seek any claims, damages, compensation or any other consideration whatsoever on this account, from the B.E.S. & T. Undertaking.
- g. Penal Action:
  - i) The Appointed Applicant after grant of License shall perform its obligations under the License Agreement by adhering to the terms and conditions set forth therein, failing which it shall be construed upon as the Licensee has defaulted in honouring contractual obligations and the defaulting Licensee after termination of the License Agreement shall thus be liable for penal action so as to debar the defaulting Licensee from having dealing with the B.E.S. & T. Undertaking either permanently or for the period as shall be decided by the B.E.S. & T. Undertaking.
  - ii) The penal action shall be without prejudice to the rights and remedies available to the B.E.S. & T. Undertaking and also be in addition to the action to be instituted against the defaulting Licensee under other terms and conditions of the License Agreement.

## 9. Other Terms and Conditions

- 1) **Refund of Security Deposit:-** The entire amount against Security Deposit shall be refunded only after complying with all the following conditions:
  - a) The Licensee shall produce all the documentary evidence as may be required by the Undertaking so as to ensure that it has paid all dues to the MCGM and other Statutory Authorities for every allotted individual site.
  - b) The Licensee shall give an undertaking in the prescribed format (to be furnished at appropriate time) that in case subsequent to the expiry of the contract, if Municipal Corporation or any other Statutory Authority levies license fees or any other taxes/ charges with retrospective effect in respect of installation of Telecommunication Service Towers/Poles/Masts under this contract, the party shall make such payments forthwith subject to rules and regulations, directly to the Municipal Corporation / Statutory Authorities concerned under intimation to the Undertaking, with copy of receipt for payment made.
  - c) The Licensee shall clear all dues payable to the Undertaking against rent, taxes, interest, etc.
- 1.1) **Forfeiture of Security Deposit:**
  - a) In the event the Licensee committing a breach of any of the terms and conditions of the contract or fails to observe and comply with any of the requirements under this contract, the Undertaking shall be entitled to forfeit the Security Deposit either in whole or in part at its discretion without prejudice to other rights
  - b) Exit Policy - During operation of contract, if it is observed by the Licensee that, they are not able to continue their contract in respect of any particular location for any reason whatsoever, the party will be allowed to exit the contract in respect of the said location and Security Deposit in respect of that location available with the Undertaking will be forfeited and the Licensee will be released from the contract in respect of that location.

2) **Approvals from the Statutory Authorities:**

The Licensee after obtaining the approval of the B.E.S.&T. Undertaking for the location of Telecommunication Service Towers/ Poles/Masts shall further obtain approvals from all the Statutory Authorities concerned for erection of Telecommunication Service Towers/Poles/Masts in Undertaking's premises. The Licensee shall submit such approvals / NOCs to the CEC. All the charges for obtaining approval /NOCs from Statutory Authorities etc. shall be borne by the Licensee.

3) **Admission to Undertaking's premises:**

The pass for entry of workmen into the premises will be issued by the Security and Vigilance Department of the Undertaking on following conditions and payment of deposits / charges.

- a) The Licensee shall obtain Entry Pass (Photo Pass) for his one supervisor (or Muccadam) from the Security and Vigilance Department by submitting 2 copies of the Identity Card size photograph of his supervisor (or Muccadam). All workmen, technician etc. of the Licensee shall be identified by the said supervisor (or Muccadam) before the Security personnel at the entrance of the premises.
- b) The Licensee shall deposit refundable Security Deposit of Rs.500/ - (without interest) with the Undertaking for issue of one Entry Pass
- c) Entry Pass will be issued on payment of Service Charges of Rs.100/ - and the Entry Pass shall remain valid for a period of only 3 months from the date of issue. Validity of Entry Pass will be extended / renewed for a further period of maximum 3 months at a time on payment of Rs.50/ - towards renewal charges depending on work requirement
- d) In case of loss or defaced / torn / mutilated Entry Pass, duplicate Entry Pass will be issued on payment of Service Charge of Rs.100/-. The Licensee shall lodge a police complaint for loss of Entry Pass and attach a copy of the same with the application for issue of duplicate pass.
- e) The Entry Pass shall be returned to the Security and Vigilance Department within 15 working days from the expiry of validity of Entry Pass, failing which refundable Security Deposit of Rs.500/ - will be forfeited.



4) **Erection & Maintenance of Telecommunication Service Towers/poles/Masts:**

- a) The Licensee and its authorized vendor or contractor or shall alone be responsible for the erection of Telecommunication Service Towers/Poles/Masts in Undertaking's premises. The Licensee shall erect the Telecommunication Service Towers/Poles/Masts at their own cost as per the drawing submitted by the Licensee and approved by the B.E.S.& T. Undertaking. The Licensee shall also comply with the directions / instructions of the representative of the CEC, if and when deputed to the site for supervision.
- b) Before erection /installation of Telecommunication Service Towers/Poles/Masts the Licensee shall furnish the Structural Stability Certificate from Licensed Structural Engineer to the Undertaking regarding the said installation.
- c) The Licensee shall bear all costs for erection and maintenance of Telecommunication Service Towers/Poles/Masts for whole contract period and shall carry out the work carefully without causing any damage to the Undertaking's / adjoining property. If any damage is caused to the same, it shall be made good by the Licensee at its own cost to the entire satisfaction of the CEC, or his representative.
- d) The B.E.S.&T. Undertaking shall not be liable to pay any compensation in case the Licensee, their servants, agents or any other person meet with an accident or in case any injury or damage is caused to or suffered by anyone of them or by any third party or to any property whatsoever while the work under the contract is undertaken by the Licensee and the Licensee shall indemnify the Undertaking from any claim arising out there from

5) **Accident and Damage to Telecommunication Service Towers/ Masts (GBM)/ Poles:**

- i) The B.E.S.& T. Undertaking shall not be held responsible or liable to compensate the Licensee for any loss or damage, wear and tear of the Telecommunication Service Towers/ Masts (GBM)/ Poles for any reason whatsoever during the period of contract. The Licensee shall make necessary arrangement to safeguard the Telecommunication Service Towers/ Masts (GBM)/ Poles.
- ii) In case of damage/ accident to Telecommunication Service Towers/ Masts (GBM)/ Poles, the same shall be removed by the Licensee within 7 days from the date of intimation from the Undertaking to that effect. On failure of the Licensee to do so, the same will be done by the Undertaking at the risk and cost of the Licensee.
- iii) If any damage is caused to the surrounding property while carrying out installation work by the Licensee, the same shall be made good free of cost.

- 6) **Compliance of Contract :** If the Licensee neglects or fails to do anything which they have agreed to do under the terms and conditions of contract, the General Manager or the Officer appointed by him shall serve a notice to the Licensee asking it to do the things agreed upon as aforesaid, and on their further neglect or failure to do so, get the same done and recover the costs thereof from the Licensee without prejudice to any other right the General Manager may have, on account of such default.
- 7) **Responsibility of the Licensee against all claims, actions, losses, etc.:**
- a) The Licensee shall indemnify and keep indemnified the B.E.S. & T. Undertaking against claims, actions, demands, losses, costs, charges and expenses which may arise during entire contract period due to fire, riots, act of god or due to deficient / negligent service by the Licensee.
- b) If at any time during the continuance of this contract, it become impossible for the reason of strike, lock-out, war, fire, flood or any Government enactment or regulation or any order of the Hon'ble Court of Law or any other cause beyond the control of the Undertaking, to fulfill the contract in respect of all or any site in accordance with the terms hereof, the BEST Undertaking and the Licensee shall have no claim / damage / compensation, whatsoever against each other in respect of each other's inability or incapacity to fulfill the contract to that extent.
- 8) **Payment of Charges, Expenses, Municipal License, Fees, etc.:**
- i) The Licensee shall be solely responsible for and shall forthwith discharge directly all payments including Municipal License Fees, Property Taxes, GST, or any other charges levied by Municipal or other Public Authorities on account of erection of Telecommunication Service Towers/Poles/Masts applicable. During the contract period, the Licensee shall within seven days from the date of intimation by the Undertaking, pay to the Undertaking or any concerned Authority rents, property taxes, GST, charges, License Fees, which are required to be paid by the Licensee. The Undertaking shall in no way be responsible for the above payments. Any additional expenses or charges by way of penalty, interest / penal interest etc. shall be borne by the Licensee.
- Consequent upon the implementation of Goods & Services Tax Act, 2017 by the Govt., GST will be charged @18% on the monthly licensee compensation. The rate of interest on delayed payment of GST is 18% per annum.
- The Undertaking has to deposit the amount of GST with concerned Government Department on or before 5<sup>th</sup> of every month or else the interest at above rates would be charged. The Licensee shall therefore ensure the prompt payment of

GST i.e. on or before due date of payment.

- ii) The Licensee shall produce for verification of the General Manager or the Officer of B.E.S .& T. Undertaking, the original receipts in respect of the payment of Municipal License Fees and other rents and taxes levied by such Competent Authorities, whenever called upon to do so. The Licensee shall produce the receipts in respect of the payment of License Fees and other rents etc. to the Undertaking every six months along with a photo copy for the Undertaking's record.
- iii) If any such sum due remains unpaid by the Licensee and the Undertaking is called upon by the concerned Authorities to make good the payment, then the General Manager would be at liberty to make the payment from the Security Deposit of the party or any other amount from any other contract of the Licensee available with the Undertaking.

9) **Withdrawal/Cancellation of Telecommunication Service Towers/poles/Masts site:**

- a) In case any Telecommunication Service Towers/Poles/Masts etc. is removed temporarily or permanently or withdrawn by the Undertaking for any reason beyond its control, the Licensee would be either given rebate on schedule rate for the respective year or in case of availability of alternate location, the Licensee may be offered the same, provided the Licensee is ready to pay schedule rate for alternate location. The amount of rebate, if any, shall be adjusted against annual charges payable by the Licensee. The Security Deposit paid for the withdrawn site would also be refunded / adjusted subject to compliance of conditions mentioned in Clause No.1 hereinabove.
- b) In case if Licensee is unable to erect / install any Telecommunication Service Towers / Poles/ Masts etc. for any reason beyond its control then the Licensee shall produce documentary evidence obtained from authority concerned to the satisfaction of the BEST Undertaking. In such cases, particular site/location would be cancelled and amount paid by the Licensee for site/ location would be refunded/adjusted against annual charges payable by the Licensee or in case of availability of alternate location, the Licensee may be offered the same, provided the Licensee is ready to pay schedule rate for alternate location. The Security Deposit paid for the particular site/location would also be refunded/ adjusted subject to compliance of conditions mentioned in Clause No. 1 hereinabove.

10) **Insolvency of the Licensee or non-observance of the obligation of contract on the part of Licensee :**

If the Licensee shall commits any act of insolvency or shall be adjudged insolvent or shall have an order for compulsory winding up made against it/ them or pass an

effective resolution for winding up voluntarily or subject to the supervision of the Court or if the Licensee shall suffer execution to be issued OR shall suffer any payment under this contract to be attached or shall charge or encumber this contract or any payment due or which may become due to the B.E.S.& T. Undertaking hereunder or compound with their creditors or if the Licensee fail to observe and perform any of the obligations, covenants or agreement on their part herein contained or if the Licensee shall go into liquidation, then on all or of such events happening, it shall be lawful for the General Manager to terminate this contract and on such eventuality, it will be lawful for the Undertaking to remove the infrastructure at the risk & cost of the Licensee; including disposal of the released material and on this account, B.E.S.&T. Undertaking has right to dematerialize the Solvency Certificate submitted by the Licensee.

- 11) **The License Agreement :** The Licensee whose offer is accepted shall within 30 days from the date of Acceptance Letter (Work Order) enter into a written License Agreement with the B.E.s.& T. Undertaking for the proper fulfillment of the contract on lines similar to the terms provided herein and the Licensee shall also get the License Agreement duly adjudicated upon from the Stamp Office (Mumbai). The registration charges, stamp duty etc. shall be borne by the Licensee.
- 12) **Preparation of the License Agreement:** The Licensee agreement at his own cost.
- 13) **Stamp Duty:** The Stamp Duty as applicable shall be borne by the Licensee.
- 14) **Removal of Debris:** The Licensee shall remove the debris from the site of work within 24 hours from the date of written instructions to the Licensee to that effect, failing which the Undertaking will remove the same by engaging any other party or departmentally and the cost of the same will be recovered from any amount due to them and such decision shall not form the subject matter of any dispute.
- 15) **Delayed payment of Rent:** Any sum due and payable by the Licensee to the Undertaking under this contract, if not paid within the prescribed time limit, shall be payable with applicable interest per annum irrespective of the fact whether the said condition is mentioned hereinabove or not.
- 16) The Licensee shall make its own arrangement for Water and Electricity required for the work. The extra water and / or sewerage charges wherever applicable shall be paid to the MCGM directly at it's cost and should submit receipts thereof to the Undertaking.
- 17) The work shall be carried out without causing any inconvenience to the Staff of the Undertaking / general public and without hampering activities of the Undertaking, etc. in the vicinity. The Licensee shall not cut/prune the branches of the tree in the vicinity of the Masts without prior written permission of the Superintendent of

Garden of the MCGM. The necessary permission shall be obtained by the Licensee at its cost and the Undertaking will not be responsible for any action taken by the MCGM.

- 18) All reinstatement work shall be done by the Licensee so as to match with the surrounding surfaces at their own cost, to the satisfaction of the Engineer.
- 19) The Licensee's attention is drawn to the Contract Labour (Regulation and Abolition) Act 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. The Licensee shall comply with the provisions of the said Act and Rules framed there under.
- 20) Subject as otherwise provided in this contract all notices to be given on behalf of the Undertaking and all other actions to be taken on its behalf may be given or taken by the Engineer i.e. CEC or any Officer appointed by him for the time being entrusted with the functions duties and power of the Engineer. All notices, communications, references and complaints made by the Undertaking or the Officer's representative or the Licensee inter-se concerning the work shall be in writing and no notice communication, reference or complaint not in writing shall be recognised, and if sent by registered post and under certificate of posting to the last known place or abode or business of the Licensee shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to him.
- 21) Notice from the Licensee to the Undertaking shall be served on the Engineer i.e. CEC personally or by registered post addressed to the Undertaking at their office address of Electric House, BEST Marg, Post Box No.192, Mumbai- 400001.
- 22) The Licensee shall adhere to the provisions of Notifications dated 04.03.2014 issued by the Government of Maharashtra in Urban Development Department vide TPS /1810/1975/ CR NEW 65/12/ DP / UD-13 under MRTP Act 1966 in toto and subsequent amendments, if any.
- 23) The B.E.S. & T. Undertaking has been exempted from TDS (Tax deducted at source) as per Circular No. 4/2002 dated 16-07-2002 issued by the Central Board of Direct Taxes and therefore, the Licensee should make the full payment of compensation as charged.
- 24) No permission will be granted by the B.E.S. & T. Undertaking for making structural additions/ alterations in the premises. However, if additions/ alterations are required to be carried out, the Undertaking's prior written permission is required to be obtained for the same, failing which the Licensee shall be liable for appropriate penal action/s.
- 25) The Licensee shall not be permitted to use the additional area other than allotted one and shall not be permitted to use the premises for the purpose other than, for

- which it is allotted, unless prior permission of the Undertaking is obtained.
- 26) The Licensee shall hand over peaceful possession of the premises in usable condition to the Undertaking on expiry of contract term after removing all infrastructures installed under this contract and re-instating the premises including carting away all released material in consultation with our Civil Engineering Department.
  - 27) **Transfer of Right :** The Licensee shall not assign, under-let, sub-let the contract or assign or transfer in any way the right granted under this contract to any other person or persons or firm or agency or company.
  - 28) **Termination of Contract :** During the period the contract, if the General Manager has reasons to be dissatisfied with the execution of contract and / or the performance of the Licensee, the General Manager or the Officer appointed by him shall issue notice in writing to call upon the Licensee to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Licensee fail for a period of 30 days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the General Manager, then the General Manager or the Officer appointed by him shall serve a further 15 days notice to the Licensee in writing and on failure of the Licensee to follow the orders in the said notice and notwithstanding anything contained in the agreement to the contrary, the General Manager shall have a right to terminate the contract by giving a final 4 days Notice in writing and the contract shall on expiry at the notice period stand terminated without prejudice to the right of the General Manager and to forfeit the Security Deposit as provided under Clause No. 7(g) of this contract. In addition to the Security Deposit the General Manager shall have right to forfeit any other amount due and payable to the Licensee under his or any other contract with the Undertaking.
  - 29) The Licensee shall also give an 'undertaking' on stamp paper, if in case, subsequent to the expiry of the contract/lease the Municipal Corporation levies property taxes or license fee or any other taxes/ charges with retrospective effect in respect of premises/ trade under this contract/lease, the Licensee shall make such payment forthwith subject to rules and regulations directly to the Municipal Corporation and intimation thereof to the Undertaking.
  - 30) **Workmen compensation policy in compliance with workman Compensation Act-1923:-** The Licensee or the vendor or contractor so appointed by the Licensee shall take out workmen compensation policy from Director of Insurance, Maharashtra State, New Administrative Building, Opp. Mantralaya, Mumbai-400 032 or New India Assurance Co. Ltd., New India Assurance Building, M.G. Road, Fort, Mumbai, or any Insurance Company approved by the Government of Maharashtra in favour of each workmen employed by him on any job pertaining to

the contract and copies of all such policies in favour of the workmen shall be submitted by the Licensee or its vendor/contractor to the Undertaking before the Commencement of work.

- 31) In case, Licensee breaches any terms & conditions as mentioned above, then the Undertaking shall be entitled to forfeit Interest Free Deposit paid by the tenderer and eviction action under Section 105 B of the MMC Act, 1888 (Amended upto date) would be initiated against him :-
- 32) Before submitting the application, the Licensee if so desired may inspect the location/site and then submit his application accordingly. The sites can be inspected in consultation with the Chief Engineer (Civil) with prior appointment on Telephone No. 22856262, Ext. 471 & 22840873. The applicant can apply minimum five numbers of individual sites for installation of poles and any number for towers/GBM as shown in the Application Letter as they desire.
- 33) **Illegal Gratification** : Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Licensee, agent or servant of anyone on their behalf of any officer, or employee of the Undertaking or to any person on their behalf in relation to the obtaining or the execution of this or any other contract with the Undertaking shall, in addition to any criminal liability which they may incur, subject the Licensee to the recession of the contract and all other contracts with the Undertaking and to the payment of any loss or damage resulting from such recession and the Undertaking shall be entitled to deduct the amount so payable from any monies due to the Licensee under the contract or any other contract with the Undertaking. The Licensee shall not lend or borrow from or have to enter into any monetary dealings or transactions either directly or indirectly with any employee of the Undertaking and if they shall do so the Undertaking shall be entitled forthwith to rescind the contract and all other contracts with the Undertaking. Any question of dispute as or to the commission of any offence or compensation payable to the Undertaking under this clause shall be settled by the General Manager in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.
- 34) **Termination of contract for death**: If the Licensee is an individual or a proprietary concern and the individual or the Proprietor dies and if the Licensee is a partnership concern and one of partners die then unless the General Manager is satisfied that the legal representative of the individual or the Proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the General Manager shall be entitled to cancel the contract as to its incomplete part without the Undertaking being in

any way liable for payment of any compensations to the estate of the Licensee and / or to the surviving partners of the Licensee on account of the cancellation of the contract. The decision of the General Manager that the legal representative of the Licensee or the surviving partners of the Licensee cannot carry out and complete the contract shall be final and binding on the Licensees. In the event of such cancellation the Undertaking shall not hold the estate of the Licensee and /or the surviving partners of the Licensee liable in damages for not completing the contract.

- 35) The General Manager may from time to time delegate his powers to any officer of the Undertaking for execution of contract and all the decisions, orders issued by the said officer shall be binding on the Licensee. If any doubt, dispute or difference arises or happens between the Officer on the one hand and the Licensee on the other hand in respect of the said works or any of them or relating to the quantities, qualities, workmanship, description or manner of work done and executed by the Licensee or to be quantity or quality of the materials to be employed therein or in respect of any additions, deductions, alterations or deviations made into or from the said works or any part thereof or of any plans, drawings, conditions, recoveries or of any instructions, orders, directions referred to therein or which may be furnished or given during the progress of the works or in respect of any certificate of payment, order which have been made or in any way whatsoever relating to the interest of the Undertaking or of the Licensee in the premises, every such doubt dispute and difference shall within 14 days of the occurrence of the doubt, dispute, difference be referred to the General Manager who shall give his decision within a period of 90 days. The General Manager's decision shall be final and binding on the Licensee.
- 36) The Licensee shall not sublet location / site to any other Firm / Agency without obtaining permission from the BEST Undertaking. The Undertaking may permit the Licensee to 'Sublet' to the other Firm / Agency at an additional charges @ 20%.
- 37) The Undertaking may at its discretion may allow more than one bidder to install Telecommunication Service Towers/Poles/Masts in same or any other premises mentioned in the Application Letter.
- 38) In case the area occupied by equipment / antenna etc. is more than the area stipulated in Application Letter, the Licensee is liable to pay proportionate extra charges/ deposit/ taxes, etc.
- 39) Notwithstanding allotment of site to more than one Licensee in any premises, Undertaking reserves the right to cancel allotment made to Licensee if it is observed that incremental radiation caused due to additional site would pose risk to health.



- 40) **DOT Approval:** The Licensee/TSP shall submit acknowledgement receipt issued by Telecom Enforcement Resource and Monitoring (TERM) Cell in respect of the self-certificate submitted by TSP/IF regarding Telecommunication Service Towers/Poles/Masts in the format as prescribed by Telecom Engineering Centre (TEC), DoT, establishing / certifying that all general public areas around the TCS/ BS will be within safe Electro-Magnetic Radiation (EMR) exposure limit as per peak traffic measurement after the antennae starts emitting radiations.
- 41) In case if the location of any of the Telecommunication Service Towers/Poles/Masts erected within Undertaking's premises is required to be shifted on account of re-development of property or for any other reason, the Licensee shall relocate the said Towers/Masts/Poles at its own cost.
- 42) Any Licensee/Applicant and/ or any of his Director/ s, who has been blacklisted or debarred from participating in any tender either by any Government Agency or the Corporation or the Public Sector Undertaking shall not be allowed to give offers. The Licensee/Applicant shall have to furnish an affidavit on non-judicial stamp paper of Rs.200/- duly attested by Public Notary indicating that neither the tendering firm nor any of its Directors have ever been debarred/ blacklisted by any Government Agency/Department/Ministry/B.E.S.&T. Undertaking/MCGM/PSUs, nor convicted for any criminal offence or fraudulent practices by any Court of Law. In case blacklisting is withdrawn letter to that effect should be produced.
- 43) **Jurisdiction of Court :** The Court located in Mumbai only shall have jurisdiction to try and decide the matter / dispute between the parties.
- 44) **Corrupt & Fraudulent Practices :**
- The Applicant and their personnel shall observe the highest standard of ethics during the Application process and must not indulge in any corrupt or fraudulent practice defined here under:
- a) 'Corrupt practice' is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
  - b) 'Fraudulent practice' is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead a party to obtain financial or other benefit or to avoid an obligation.
  - c) 'Collusive practices' is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
  - d) 'Coercive practices' is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

## 10. Arbitration

### 1) **Negotiation and Amicable Settlement:**

In the event of any dispute in connection with or arising out of this License between the parties (disputes), the parties shall firstly attempt to amicably resolve such disputes through negotiations and discussions at the highest level.

### 2) **Adjudication:**

If any dispute between the parties is not resolved through negotiations and amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication. The sole-member Adjudicator shall be nominated by the General Manager, B.E.S. & T. Undertaking at his discretion. The Adjudicator may also be an officer of B.E.S. & T. Undertaking, not below the rank of Chief Engineer, but one who has not dealt with the subject contract or disputed matter. The remuneration of the Adjudicator shall be fixed by the General Manager, B.E.S. & T. Undertaking and shall be shared by both the parties. The Adjudicator shall reach a decision within 30 days, or such period as agreed between the parties from the date of reference of the dispute. If either party is dissatisfied with the Adjudicator's decision, then the party, on or before 30 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute to Arbitration, failing which the decision of the Adjudicator shall be final.

### 3) **Arbitration:**

3.1 The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator:

The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 as amended by the Arbitration and **Conciliation (Amendment) Act 2015. Venue of arbitration shall be Mumbai.**

The dispute shall be referred to a sole-member Arbitral Tribunal. Such sole-member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by B.E.S.& T. Undertaking, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirement relating to the independent or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1)(a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

If the party seeking Arbitration is the Applicant, such proposal shall be addressed to B.E.S.& T. Undertaking and B.E.S.& T. Undertaking shall, within 15 days from the date of receipt of such proposal, send the list of Arbitrators maintained by B.E.S.& T. Undertaking to the Applicant. The Applicant shall nominate an Arbitrator from the list within 15 days from the date of receipt of the list from B.E.S.& T. Undertaking., it shall forward such proposal to B.E.S.& T. Undertaking along with the nomination of an Arbitrator from the list referred above. If either party fails to nominate the arbitrator within the prescribed time limit, as mentioned above, then such other party, after the expiry of the prescribed time limit, has the right to nominate the Arbitrator from the said list on behalf of the party failing to nominate. If the other party fails to agree on the nominated arbitrator as above within 15 days from the nomination, the party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Arbitrator.

- 3.2) The parties agree that the selection and nomination of Arbitrators from the list should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have sufficient knowledge and experience to decide upon the disputed matter. In case of three-member Arbitral Tribunal, it shall also be ensured by the nominating parties / Arbitrators, as the case may be, that at least one member of the Tribunal shall be a legal professional with a minimum of 20 years of experience
- 3.3) In the Event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 3.4) Subject to the aforesaid, the Arbitration and Conciliation Act 1996, as amended from time to time and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 3.5) During the pendency of arbitration / conciliation proceedings, the Applicant shall clear all the pending payments to B.E.S. & T. Undertaking for the Event.

- 3.6) The venue of the arbitration shall be Mumbai. All proceedings of such arbitration shall be in the English language. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties. The decision passed by the Arbitral Tribunal shall be final and binding on both the parties.
- 3.7) Jurisdiction of Courts: The Courts at Mumbai shall have exclusive jurisdiction to adjudicate any claim, dispute or matters arising out of this Event

**Annexure 1: Application Letter**  
< to be submitted on Applicant's letterhead >

To,  
The General Manager,  
Brihanmumbai Electric Supply and Transport (BEST),  
BEST House, BEST Marg,  
Colaba,  
Mumbai – 400001

***Sub: Application towards Policy for Appointment of Licensing Of Spaces For Installation Of Telecom Equipment At Best Undertaking Such As Telecommunication Service Towers/ Poles/Masts At Terrace/ Ground, Partly Terrace/Partly Ground, Bus Queue Shelters And Open Space.***

Sir,

Being duly authorized to represent and act for and on behalf of .....  
(the 'Applicant'), the undersigned hereby submits our Proposal for Appointment of Licensee for Licensing of Spaces for Installation of Telecom Equipment at Mumbai according to the terms and conditions of this Policy.

We hereby apply for Rights to install telecom equipment at the following Spaces:

<b>Space</b>	<b>Number of Spaces</b>	<b>Rate per Space (Rs per month) – (B)</b>	<b>License Fee (Rs per month) – (A x B)</b>
15 sq. m		As per rate schedule	
2.25 sq. m in Mumbai City		8,500/-	
2.25 sq. m in Mumbai Suburban		7,500/-	
<b>Total</b>		-	

The B.E.S.& T. Undertaking representatives may contact the following for further information:

Name & Designation: .....  
Phone & Email: .....

This Application is made with full understanding that B.E.S. & T. Undertaking reserves the right to reject or accept any / all Applications and / or cancel the Policy, for which B.E.S.& T. Undertaking shall not be liable nor under any obligation to inform the Applicant of the same.

We, the undersigned, declare the statements made and the information provided in our Application Letter are complete and accurate. We confirm that we have read, understood and accepted the terms and conditions of this Policy. We undertake that we are not debarred by any of the central or state government bodies as listed in this Policy in terms of participation in any public tender or agreement.

Sincerely,

Name, Designation & Sign of authorized signatory: Name & Seal of Applicant:  
Date & Place:

## Enclosures:

Sr. No.	Document Checklist	Enclosed with the Application Letter (tick)
1	Application letter	
2	Space & Utility Requirements	
3	Statutory Auditor Certificate	
4	Power of Attorney or Board Resolution in favour of authorised signatory	
5	Indemnity Bond	
6	Solvency Certificate	
7	Company Incorporation Certificate	
8	Company Brochure	
9	Copy of contract of installation done at transportation site	
10	Registration proof with Department of Telecommunication, Govt of India, as authorised infrastructure provider in IP-1 category	
11	Self-attested with seal audited financial statements for preceding three financial years	
12	Self-attested with seal Policy document with full signature on first and last page and initials on all other pages	

Note: < not to be printed on the Application letter >

- i. Audited financial statements shall be submitted by the Applicant for last three financial years.
- ii. Audited financial statements and Policy documents are required to be self-attested on the first and last page of the documents either through ink or digital signature, and all other pages have to be initialed by the Authorized Signatory

The Application Letter along with relevant enclosures shall be sent to the following address:

The General Manager,  
Brihanmumbai Electric Supply and Transport (BEST),  
BEST House, BEST Marg,  
Colaba,  
Mumbai – 400001.

**Annexure 2 :Statutory Auditor Certificate**  
< on letter head of Statutory Auditor / reputed Chartered Accountant >

TO WHOMSOEVER IT MAY CONCERN

We, <name of the CA firm>, are statutory auditors of <name of firm>. This is to certify that the Turnover and Network of <name of firm> is as follows –

<b>Financial Year</b>	<b>Figures in Rs Cr</b>
FY Gross Revenue	
FY Gross Revenue	
FY Gross Revenue	
Average of the above 3 years	
Network as of 31 <sup>st</sup> March of last Financial year	

For,  
Chartered Accountants  
Membership Number

Authorized Signatory:  
Date:

Note:

Figures in Rs Cr to be shown with two decimal points Gross Turnover should be from Telecommunication business only.

### Annexure 3 : Power of Attorney

< to be submitted on non-judicial stamp paper of Rs 100 duly notarized >

Know all men by these presents, we, <name of firm and address of the registered office> do hereby constitute, nominate, appoint and authorise Mr. / Ms. <name of person> who is presently employed with us and holding the position of <designation> as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for the "Licensing of Spaces for Installation of Telecom Equipment in Mumbai City and Suburban " including but not limited to signing and submission of all Applications, other documents and writings, and providing information/ responses to the B.E.S. & T. Undertaking, representing us in all matters before the B.E.S. & T. Undertaking, signing and execution of all contracts and undertakings consequent to acceptance of our Application and generally dealing with the B.E.S. & T. Undertaking in all matters in connection with or relating to or arising out of our Application for the said Policy and/or upon grant thereof to us till the entering into of the Agreement with the B.E.S. & T. Undertaking.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS <date> DAY OF <month>, 2022.

For,  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

**Notes:**

- 1) The Applicant shall submit a Power of Attorney or Company Board Resolution in favour of the authorized signatory which should specify that the signatory is authorized to submit Applications or execute contracts on behalf of the Applicant.
- 2) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 and duly notarised by a notary public.
- 3) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 4) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.



## Annexure 4: Indemnity Bond

< to be submitted on non-judicial stamp paper of Rs 100 duly notarized >

This Indemnity is made and executed at on this [\*] day of [\*] 2022 by M/s [name of firm] represented by [name of representative], its [designation], having its administrative office at [\*] hereinafter referred to as the INDEMNIFIER – LICENSEE

IN FAVOUR OF B.E.S. & T. Undertaking hereinafter called INDEMNIFIED – LICENSOR,

The terms "INDEMNIFIER-LICENSEE" and the "INDEMNIFIED – LICENSOR" unless repugnant to the context shall mean and include legal representatives, successors, executors and administrators.

I hereby irrevocably agree to indemnify and protect B.E.S. & T. Undertaking from and against all claims and proceedings, actions, suits, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omission by myself or by my representative or by my employees in the execution of the License Agreement. This indemnification obligation includes but is not limited to claims, damages, losses, damage-proceedings, charges and expenses which are attributable to –

- a. Sickness or disease or death or injury to any person, and
- b. Loss of, or damage to, or destruction of any property including consequential loss or use, and
- c. Loss or damage or costs arising from the carriage of materials of any subcontractor or any third-party.

All sums payable by way of compensation under these conditions shall be considered reasonable compensation payable to B.E.S. & T. Undertaking without reference to actual loss or damage sustained and whether or not any damage shall have been sustained. The decision of B.E.S. & T. Undertaking as to compensation claimed shall be final and binding.

IN WITNESS whereof, the Licensee have put their signatures in the presence of the witnesses.

(Name, signature, seal, date and address of Licensee) Two Witnesses' Signature  
Name and Address

## Annexure 5: Solvency Certificate

< on the letterhead of the Bank >  
< to be dated within 3 months of bid submission >

This is to certify that M/s. .... has / have been maintaining a current account with us since..... Based on their dealings with us, to the best of our knowledge and information, they are solvent to the extent of  
of  
Rs..... (Rupees.....Only).

This certificate is issued at the specific request of the customer M/s .....

Authorised Signatory,

Date:  
Seal

## Annexure 6 : SECURITY DEPOSIT BANK GUARANTEE

< to be submitted on non-judicial stamp paper of Rs 100 duly notarized >  
< to be furnished after receipt of Approval from the B.E.S. & T. Undertaking prior to signing of the License Agreement >

### ***BANK GUARANTEE BOND TOWARDS SECURITY DEPOSIT***

1.....This Deed of Guarantee made this day of .....  
(month & year) between Bank of , hereinafter called "the Bank", on the one part, and

The B.E.S. & T. Undertaking hereinafter called "the Licensor", on the other part.

2.....Whereas (B.E.S. & T. Undertaking ) has granted the License for....., hereinafter called "the License", to ..... (Name of Licensee) hereinafter called "the Licensee".

3. AND WHEREAS the Licensee is bound by the said License Agreement to submit to the Licensor a Security Deposit for a total amount of (Amount in figures and words).

4.....Now we, the Undersigned .....  
(Name of the Bank), being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank

will guarantee the Licensor the full amount of Rs (Amount in figures and Words) as stated above.

5. After the Licensee has signed the aforementioned License Agreement with the Licensor, the Bank is engaged to pay the Licensor, any amount up to and inclusive of the aforementioned full amount upon written order from the Licensor to indemnify the Licensor for any liability of damage resulting from any defects or shortcomings of the Licensee or the debts he may have incurred to any parties involved in the Works/ Services under the License Agreement mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Licensor immediately on demand without delay and demur and without reference to the Licensee and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Licensee. The Bank shall pay to the Licensor any money so demanded notwithstanding any dispute/disputes raised by the Licensee in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. At any time during the period in which this Guarantee is still valid, if the Licensor agrees to grant a time extension to the Licensee or if the Licensee fails to complete the Works/ Services within the time of completion as stated in the License Agreement, or fails to discharge himself of the liability or damages or debts as stated under Point 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Licensor and at the cost of the Licensee.

7. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Licensee.

8. The neglect or forbearance of the Licensor in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured, or the giving of time by the Licensor for the payment hereof shall in no way relieve the Bank of its liability under this Deed.

9. The expressions "the Licensor", "the Bank" and "the Licensee" hereinbefore used

shall include their respective successors and assigns.

10. Notwithstanding anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rupees ..... )
- ii. This Bank Guarantee shall be valid up to .....
- iii. We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

In witness whereof I/We of the Bank have signed and sealed this Guarantee on the ..... day of..... (month & year) being herewith duly authorized.

For and on behalf of the ..... Bank.

Signature of Authorized Bank official Name: .....

Designation: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank by the above named ..... in the presence of:

Witness 1  
Signature.....  
Name .....  
Contact .....

Witness 2  
Signature.....  
Name .....  
Contact .....

## Annexure 7: License Agreement

< To be executed on non-judicial stamp paper, stamped in accordance with the Stamp Act of the Government of Maharashtra >

This 'LICENSE AGREEMENT' is made on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand twenty two between The General Manager, Brihanmumbai Electric Supply and Transport (BEST), BEST House, BEST Marg, Colaba, Mumbai – 400001, a company incorporated hereinafter referred to as the 'LICENSOR' or the 'B.E.S. & T. UNDERTAKING' on the one part, represented by

\_\_\_\_\_ (name and designation of representing officer), B.E.S. & T. Undertaking, which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

And,

\_\_\_\_\_ (Name of the successful Applicant),  
Company / Corporation / Trust incorporated / registered under the provisions of the

\_\_\_\_\_ Act, \_\_\_\_\_ bearing registration number

And having \_\_\_\_\_ its registered office at represented by \_\_\_\_\_ (name and designation of representing officer) on the other part, hereinafter referred to as the 'LICENSEE', which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

WHEREAS,

The Licensor, with intent to monetize commercial potential of space available which will act as a source of funds toward financing the operational cost of the Licensor, identified licensing of spaces for installation of Telecom infrastructure and Equipment with a view to augment its revenues through Non-Fare Revenue initiatives had invited Applications from Interested Parties for Licensing of Spaces for Installation of Telecom Equipment in Mumbai City & Suburban. After evaluation of the Application, the Licensor has selected

..... as the Licensee for select spaces as specified in the schedules on "as is where is basis".

The Licensor has agreed to provide to the Licensee Spaces for Installation of Telecom Equipment on payment of License Fee and other specified utility charges as per the terms and conditions mentioned in this License Agreement. It is deemed necessary and expedient to enter into this License Agreement to record the terms and conditions of the said Agreement.

NOW THEREFORE,

In consideration of the mutual promise and consideration set out herein, the Licensor and the Licensee (hereinafter collectively called 'Parties') witness and hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this License Agreement:

- i. Approval Letter issued by the Licensor in favour of the Appointed Applicant
- ii. All the submissions, including Application Letter and documents, made by the Licensee as part of the Policy submission

2. In case of any conflict between the Policy and this License Agreement, the latter shall prevail insofar as the spirit of the Policy is not affected thereby.

3. The Licensee has furnished Interest Free Security Deposit, a sum equal to \_\_\_\_\_ vide Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ or via Demand Draft dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank in favour of The B. E. S. & T. Undertaking with a validity till \_\_\_\_\_ (date).

## **1. General Provisions**

- 1.1 The Licensee has been granted licensed spaces for installation of Telecom Equipment for provision and enhancement of Mobile (Cellular) Network at selected spaces on an 'as is where is' basis subject to the terms and conditions specified in the License Agreement as per the Policy document.
- 1.2 The subject spaces shall be used only for the bona fide purpose of installation of Telecom Equipment by the Licensee and Licensor reserves the right to ensure that there is no violation of the same.
- 1.3 Activities undertaken in the licensed spaces should neither interfere with BEST activities nor causes any inconvenience to BEST commuters and road commuters.
- 1.4 The Licensor shall provide the Licensee with space at select locations with plain / concrete floors on "as is where is basis" without any structural fitment.
- 1.5 The Licensee shall solely bear the cost of installation, operations, repair and maintenance of all equipment installed at the spaces.
- 1.6 The Licensee equipment shall include cellular standards for all latest technology applicable.

## **2. License Period**

- 2.1 The License Period shall start from the Date of Commencement as per Key Commercial Terms, unless otherwise terminated by the Licensor or surrendered by the Licensee.
- 2.2 Lock-In Period within which the License cannot be terminated by the Licensee shall be as per the Key Commercial Terms from the Date of Commencement of the License Period.
- 2.3 The Licensee shall be provided sufficient pre-commencement period before commissioning of License to install equipment(s). Time period to design and install the equipment(s) prior to the commissioning shall not be considered as part of the License Period.
- 2.4 After successful completion of the full term of the License Period, the Licensor shall have the discretion to extend the period by another 3 (three) years at the License Terms decided by the Licensor at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of the Licensor.

## **3. Licensee Fee**

- 3.1 The Licensee shall, in consideration of the License granted by the Licensor, pay to the Licensor Licensee Fee and furnish Security Deposit as detailed in the Key Commercial Terms.
- 3.2 The payment of the License Fee to the Licensor by the Licensee shall be completed by the Due Date as per Key Commercial Terms failing which interest at the rate of 18% per annum shall be charged. After expiry of 30 days from Due Date, if the default still persists, the Licensor shall have the right to terminate the License forthwith, for which the Licensor shall issue a notice of intent to terminate the License or grant the Licensee further extension in case of exceptional circumstances subject to the Licensor's assessment.

#### **4. Security Deposit**

- 4.1 The Appointed Applicant shall furnish Interest Free Security Deposit to the Licensor as prescribed in the Key Commercial Terms within 30 days of receipt of approval from the Licensor and prior to the signing of the License Agreement. It shall be an irrevocable Bank Guarantee (BG) issued by a Nationalized or a Scheduled Commercial Bank or Demand Draft / Bankers Cheque payable at branches of the said bank located in Mumbai.
- 4.2 In case the Licensee fails to furnish the prescribed BG/ Demand Draft from time to time, the Licensor shall issue a notice with a 15-day cure period; if the Licensee still fails to furnish the BG/ Demand Draft within the cure period, then the Licensor shall have the right to terminate the License and Licensee shall forfeit the License Fee paid in advance.
- 4.3 In the event of failure, negligence or breach on the part of the Licensee in complying with all or any of the conditions of the License Agreement, in the opinion of the Licensor, the Licensor shall be entitled and be at liberty to terminate the License forthwith. The Licensor shall have the right to invoke the Security Deposit / recover outstanding dues as per the clauses mentioned in the License Agreement.  
If the Licensee neglects or fails to do anything agreed as per the terms of the License Agreement, the Licensor may serve a notice on the Licensee asking them to do things agreed upon as aforesaid, and on their neglect or failure to do so, cause the same to be done by the Licensor and recover the costs thereof from the Licensee, by invoking the Security Deposit, or through other means, without prejudice to any other right the Licensor may have on account of such defaults

#### **5 Payment of Statutory Levies & Taxes**

- 5.1 All statutory taxes including GST, municipal and other levies, as applicable to this License shall be borne by the Licensee directly or billed by the Licensor to the Licensee, as the case may be, and shall be paid along with the License Fee for onward remittance to the relevant government authorities.
- 5.2 It shall be the responsibility of the Licensee at all time during the License Period, in line with industry best practices for such businesses, to obtain adequate fire, theft and burglary insurance coverage in respect of all its movable and immovable assets in the licensed spaces.
- 5.3 The Licensor shall provide security at spaces inside the premises including telecom equipment of the Licensee. However, the Licensor shall not be liable for any theft, loss or damage caused to the Licensee, on any account whatsoever, despite the security provided by the Licensor.
- 5.4 Onus of registration of License Agreement and payment of applicable stamp duty post adjudication shall rest solely with the Licensee. Provisions of the Maharashtra Stamp Act shall apply.
- 5.5 The property tax if applicable on the licensed commercial spaces, shall be paid by the Licensor as per applicable rates of concerned municipal corporation / local authorities in advance. Subsequently, the aforementioned property tax/ service charge will be charged and recovered from the Licensee.
- 5.6 Direct taxes on respective income shall be borne by the respective Parties.

## **6. Application Regulations**

- 6.1 The Licensee shall observe and adhere to all the relevant rules and regulations and other policies approved or any amendments thereto from time to time by the Licensor / concerned competent authority.
- 6.2 Obtaining all approvals for conducting the business under this License shall be the sole responsibility of the Licensee, and the Licensor shall not be liable or responsible for any of the act or omissions on the part of the Licensee.
- 6.3 The Licensor shall facilitate sourcing of such approvals where required and feasible.
- 6.4 Licensee shall install and operate its equipment in the said premises after duly obtaining all necessary approvals from the Licensor, permissions, licenses, approvals, permits, no objection certificates, etc. from the Municipal Corporation, Department of Telecommunications (DoT) Govt. of India, Telecom Regulatory Authority of India (TRAI), Telecom Enforcement and Resource Monitoring Cell (TERM), and such other statutory and/ or local authorities as may be required under the law in force, at its own cost.
- 6.5 The Licensee shall ensure adherence to international quality standards as applicable to Telecom Equipment as per guidelines of DoT, TERM, etc. at its own expense. The Licensee shall ensure strict compliance with permissible radiation limits for mobile towers as laid down by Municipal Corporation / State Government / DoT from time to time.
- 6.6 The Licensee's attention is drawn to the Contract Labour (Regulation and Abolition) Act, 1970 and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. The Licensee shall comply with the provisions of the said Act and Rules framed there under.

## **7. Site Access**

- 7.1 Access to spaces for the purpose of installation of equipment and its maintenance shall be regulated by the office of the CEC and the Licensee is required to take necessary permissions in this regard as per the Policy of the Licensor. It is clarified that the permission to the Licensee shall not be unduly denied or delayed by the Licensor.
- 7.2 Licensee shall ensure strict adherence to Permit-to-work (PTW) process and safety guidelines of the Licensor.
- 7.3 Right of Way to the spaces shall be provided by the Licensor to the Licensee as per pre-agreed schedule for installation, operations and maintenance (O&M). Non-intrusive O&M shall be permitted during non-peak hours, while intrusive O&M shall be permitted during non-operational hours (12 am to 5 am) barring emergency situations, where intrusive is interpreted as interfering with core operations. Right of Way to access for installation and O&M shall be provided to the Licensee by the Licensor at all hours. However, the Licensee shall need to take other applicable local approvals to access the spaces located on public roads.



## **8. Utility Provisions**

- 8.1 Licensor shall provide access to electricity to the Licensee through typical plug points. The Licensee shall install a separate meter at its own cost, as per the recommendation of the Licensor, for measuring electricity consumption. Licensee shall pay for the electricity charges on actual. In case of installation of poles/masts, the licensee shall make their own arrangement for providing Electricity connection from nearest available source at their cost.
- 8.2 Utility charges for electricity shall be billed by the Licensor to the Licensee on actuals. Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company / Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company / Agency.
- 8.3 Licensor shall provide right of way to the Licensee to install optic fibre cables required for Small Cells at no additional cost.

## **9. Fire Safety**

- 9.1 All materials used, including electrical materials should be fire resistant.
- 9.2 The Licensee shall not store or use flammable or explosive substances in the said premises, except as required in the normal course of the Licensee's business and with the Licensor's prior consent.
- 9.3 The Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.
- 9.4 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed spaces for security and fire checks by security and fire officers of the Authority, and also agrees to comply with all directives as may be given from time to time by the officers of the Authority. Non-compliance may be treated as Licensee's Event of Default.
- 9.5 Firefighting installations inside the licensed spaces, if any, including fire alarms and smoke detection systems shall be arranged by the Licensee and integrated in seamless manner with the Licensor's system. Such firefighting arrangements would conform to the National Building Code, relevant Building Byelaws / Indian Standards (IS) Codes, Fire Safety (Fire Prevention) Rules and any other instructions issued by the Authority in this regard. Only after certification by the fire officer / authorized representative of the Authority, shall the Licensee be permitted to occupy and use the licensed spaces for commercial purposes. The fire clearance before and after installation of the fire detection / fire-fighting system shall be obtained by the Licensee for the licensed spaces.
- 9.6 The Licensee should also ensure that all notified statutory provisions and standards are observed in this regard.

## **10 Installation & Operations**

- 10.1 The Licensee shall submit the details mentioned below for approval of Licensor before installation of any equipment at the licensed space
    - i. Layout plan of space showing placement of equipment/ mast/ antenna, etc.
    - ii. Load analysis of the above-mentioned equipment and structures
    - iii. Complete set of structural drawing including foundation details
    - iv. Structural stability certificate duly certified by Competent Agency
    - v. Specifications of materials to be used, utility specifications of electricity, data connectivity, other services specifications
  - 10.2 All the specifications proposed by the Licensee in the plan shall be subject to approval by Licensor with regard to structural stability, operational feasibility, safety and security concerns and aesthetics. Designing of all units / structures should complement station architecture.
  - 10.3 In this regard, the layouts, installation and operations plan of the Licensee shall be checked by Licensor and upon approval, permission shall be granted for installation of equipment. If the plan/ design does not conform to the requirement of this License Agreement or standards of BIS / other relevant codes / guidelines, Licensor may reject the plans / Applications, duly specifying the reasons thereof. In such case, Licensee shall resubmit its plan / Application after incorporating necessary modification for approval. Licensee shall install the equipment only in accordance with the written approval by the Licensor at any licensed space.
  - 10.4 Licensee shall ensure that equipment installed does not interfere with the sensitive electronic equipment installed along the alignment by the Licensor, including TETRA based train radio system.
    - i. If any interference is noticed, then the Licensee shall 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 Licensor to take all necessary steps to prevent this interference at the risk and cost of the Licensee.
    - ii. Test reports and any other supportive documentation, as may be required/ requested by Licensor, will have to be furnished immediately. A clearance certificate has to be obtained from the signal and telecom department of the Authority to this effect
  - 10.5 The Licensee will be allowed to carry out installations within the said spaces at its own cost after receiving approval from the Licensor, but without altering or damaging the main/shell structure, load bearing / structural members and any services / utilities, etc. of the said premises.
  - 10.6 Licensor shall facilitate the installation by providing access to cable trays, optic fibre cables, earthing pits, etc. to the Licensee based on the submitted installation and operations plan. Any incidental costs of providing such access shall be paid borne by the Licensee. The Licensee shall, at their own risk and cost, install cable trays, clamps, etc. where such provision is not available. No claim on this account will be entertained by the Licensor.
  - 10.7 Any waste or debris will need to be disposed into the designated common waste area provided /indicated by the Licensor. Garbage and debris should be disposed of as per pollution control guidelines given by the state government and local bodies.
  - 10.8 The Licensee shall use materials as per standards prevalent in the industry for such businesses. All structural members, bolts, etc. shall be galvanized or any better method to be used as per the latest technology, industry standard for safety consideration.
-

10.9 No advertisement/ branding / signage in any format shall be allowed.

### **11. Safety of Public & Personnel**

- 11.1 The Licensee shall, throughout the License Period, have full regard for safety of all persons entitled to be at the site, appropriate to the avoidance of danger to such persons during the installation, operations and maintenance work. The Licensee shall provide and maintain adequate lights, warning signs, guards, as relevant, when and wherever required.
- 11.2 Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work do not, in any way, impinge on the safety and security of BEST, safety and convenience of commuters (including road commuters), safety of BEST properties and its assets. Any physical damage or injury to the commuters or passers-by due to lapses on the part of the Licensee will be the sole responsibility of the Licensee only and Licensor will have no legal obligations or liability towards the injured.
- 11.3 In case of a serious accident caused due to negligence of the Licensee resulting in injury, death of a commuter, Licensor's staff, Licensee's staff, or any third party, or loss to Licensor's property, it shall constitute Material Breach of Contract and considered Licensee's Event of Default that shall entitle the Licensor to terminate the License Agreement with 30 days written notice.

### **12. Licensee's Personnel**

- 12.1 The Licensee shall, at its own expense, employ/ engage suitable trained, skilled and qualified personnel for installation, operations and maintenance and providing efficient services in respect of operations of the said services at the said premises.
- 12.2 The Licensee shall submit the details of personnel whom it intends to deploy at the site for carrying out the installation and O&M. The personnel deployed shall be decent, courteous, well-groomed, sanitized and without any adverse or criminal background and behave in an orderly and disciplined manner. Such personnel are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- 12.3 All the Licensee's personnel shall be required to possess ID card issued by the Licensor while working in the Licensor's premises as per prevailing procedure at the time. Access to the paid areas at the station shall be through smart cards issued by the Licensor.
- 12.4 The Licensee shall submit details along with contact of its authorized representative, who shall be available at the sites at a short notice, for inspection of spaces.
- 12.5 Licensee O&M staff is expected to monitor the health of the equipment periodically and flag off any related issues to the Licensor which will then take necessary remedial action.
- 12.6 The Licensee shall ensure that its staff are fully aware of the building safety and emergency procedures and obey all fire safety drills while at the site.

### **13. Damages & Penalties**

- 13.1 The Licensee shall be responsible for damages to the BEST infrastructure during the process of installation and operations. In case of any damage to Licensor property, actual costs for restoration to its original position will be recovered from the Licensee and same will not be challenged by the Licensee in any manner whatsoever.
- 13.2 The Licensor shall have the right to impose a fine on the Licensee up to Rs.5,000/- per offence / per instance for the following offenses:
- i. Dishonour of drafts and cheques given by the Licensee in favour of the B.E.S. & T. Undertaking
  - ii. Failure to remove interference from the sensitive electronic equipment installed at the spaces and along the alignment, including TETRA based train radio system
  - iii. Debris / waste is found disposed off by the Licensee on undesignated Licensor premises
  - iv. Licensee is found to have put up advertisements / branding / signages, etc. at any location in any format
  - v. Any staff of Licensee found in drunken condition, indulging in bad conduct, creating nuisance on duty, misbehaving with commuters / Licensor's staff / other vendor's staff, holding a demonstration, etc.
  - vi. Not following safety and security norms and other instructions as may be indicated by authorized representative of the Licensor
  - vii. Any staff of the Licensee found without ID Card

### **14. Procedure at the time of Expiry of License**

- 14.1 At the time of the successful completion of the License Period or at the time of termination, the Licensee shall dismantle and remove all equipment and debris ensuring no damage to the station structures, utilities and finishes.
- 14.2 After the Licensee has removed all the equipment, the Licensor will take 2 weeks to assess the cost of the damages caused by the Licensee, if any, and shall bill the Licensee for the same, payable within 15 days.
- 14.3 Interest Free Security Deposit furnished by the Licensee shall be returned to the Licensee after all payments against damages and other dues payable to the Licensor are recovered.
- 14.5 If balance outstanding dues is more than the Security Deposit, it shall also be recoverable from the Licensee before Licensee is permitted to remove their installations.
- 14.6 The Licensor reserves the right to recover the outstanding dues from the other contracts between the Licensee and the Licensor, if any.
- 14.7 Further, any sum of money due and payable to the Licensee including any sum returnable to the Licensee under the License Agreement may be appropriated by the Licensor and set off against any claim of the Licensor for the payment of any sum of money arising out of or under any other contract made by the Licensee with the Licensor.  
The uninstallation should be initiated 1 month prior to the end of the License Period such that the above process is completed by the time License Period ends.
- 14.8 The Licensee shall vacate the spaces licensed out by the due date as per the above process, otherwise the Licensor shall take over the possession of the equipment, installations, fittings, etc. to be evacuated and its ownership shall be vested in the Licensor at Zero/Nil value.
- 14.9 Further the Licensor shall be free to dispose off these goods by any procedure as it deems fit. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future in this regard.

## **15. Rights under this License**

- 15.1 The Licensed spaces shall exclusively belong to the Licensor, without creating any right, title or interest of whatsoever nature in the said premises in favour of the Licensee.
- 15.2 Under no circumstances shall the tendered space or facilities constructed or installed at the licensed space be mortgaged, charged or otherwise put under any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including the lenders.
- 15.3 Sub-licensing of rights under this License to any person or entity is not permitted.
- 15.4 No tenancy / sub-tenancy is being created by the Licensor in favour of Licensee under or in pursuance of this License Agreement and it is distinctly and clearly understood, agreed and declared by / between the parties hereto that:
- i. The Licensee shall not have or claim any interest in the said licensed units as a tenant / sub-tenant or otherwise
  - ii. The rights, which Licensee shall have in relation to the said premises, are only those set out in this License Agreement
  - iii. The relationship between the Licensor and Licensee under and / or in pursuance of this License Agreement is as between Principal and Principal. 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 the Licensor on the one hand and Licensee on the other hand in connection with and/ or relating business to be operated by Licensee at the said premises.

## **16. Indemnity**

- 16.1 The Licensee saves the Licensor harmless from any liability or dues and indemnifies the Licensor from any claims that may arise from the statutory authorities or any third-party in connection with this License.
- 16.2 The Licensee shall, indemnify the Licensor and keep it indemnified for the entire License Period against all claims, actions, demands, losses, costs, charges and expenses which the Licensor may incur, or which may arise by reason of the exercise of the right to utilize spaces hereby granted, including claims or actions arising out of any space being challenged or held to be libelous or defamatory or any part thereof from any clause whatsoever, and also for any claim made by any local authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under the License Agreement.
- 16.3 The Licensor shall not be liable to pay any compensation in case the Licensee, his servants, agents or any other person meets with an accident or in case any injury is caused to or suffered by any one of them or any third party or to any property whatsoever, whether owing to the negligence or carelessness or any other conduct of the Licensee, its agents or servants and others or in case of injury due to any act of God or any circumstances beyond the control of the Licensor, while the work under the License Agreement is undertaken by the Licensee, it shall be the liability of the Licensee, who shall keep the Licensor indemnified in that respect throughout.

## **17 Suspension of License**

- 17.1 The Licensor may suspend the License, by written notice to the Licensee, if the Licensee fails to perform its obligations under this License.
- 17.2 Such notice of suspension shall specify the nature of the failure and shall provide the Licensee a cure period to remedy such failure within a period not exceeding 30 days after receipt by the Licensee of such notice of suspension. The Licensee shall not be permitted to accept any new telecom service provider for the period of such suspension.
- 17.3 There shall be no adjustments to the License Fee paid by the Licensee in advance for the duration of such suspension.

## **18. Termination of License**

- 18.1 The Licensor shall, by not less than 30 days, give a written notice of termination to the Licensee after the occurrence of any of the following Events of Default -
  - i. If the Licensee fails to remedy a failure in the performance of their obligations under the License, as specified in the notice of suspension, within 30 days of receipt of such notice or within such further period as the Licensor may have subsequently approved in writing.
  - ii. If the Licensee becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
  - iii. If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. If the Licensee submits to the Licensor, any information/ document or representation which the Licensee knows to be false, and which has a material effect on the rights, obligations and interests of the Licensor.
  - v. If, as a result of Force Majeure, the Licensee is unable to perform a material portion of the License for a period of not less than 60 days.
  - vi. If the Licensee, in the judgment of the Licensor has engaged in corrupt or fraudulent practices in competing for or in executing the License.
- 18.2 If the Licensee terminates the License Agreement within the Lock-in Period, the License Agreement shall be deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by the Licensor. In such a case, the Security Deposit shall be forfeited in favour of the Licensor.
- 18.3 If the Licensee wants to terminate their License Agreement after the Lock-in Period, it shall give an advance notice prior to the termination to the Licensor as prescribed in the Key Commercial Terms.
- 18.4 In case of abrupt termination without an advance notice as per the Key Commercial Terms prior to the termination by the Licensee, the Licensor shall invoke their furnished Security Deposit.
- 18.5 Upon termination or expiry of this License, all rights and obligations of the Parties hereunder shall cease, except (i) Such rights and obligations as may have accrued on the date of termination or expiration, (ii) The obligation of confidentiality, (iii) Any right which a Party may continue to have under applicable law.

## **19. Force Majeure**

- 19.1 Force Majeure here refers to an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, pandemic, etc. which prevents one or both the parties from fulfilling their obligations under the License Agreement.
- 19.2 The failure of a Party to fulfil any of its obligations under the License Agreement shall not be considered to be a breach of, or default under this License, so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of this License.
- 19.3 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- 19.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event, not later than 15 days following the occurrence of such event, providing evidence of the nature and causes of such event and shall similarly give notice of restoration of normal conditions as soon as they are restored.
- 19.5 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 19.6 The Licensor shall partially / fully waive off the License Fee for the period of force majeure and / or extend the License Period to compensate for the period of reduced / NIL revenue.

## **20. Dispute Resolution**

- 20.1 Except where otherwise specified in the License Agreement and subject to the powers delegated to him / her by the Licensor in force, the decision of CEC shall be final, conclusive and binding on all Parties to the License for all questions relating to the meaning and interpretation of the License conditions or regarding any other question, claim, right, matter or things whatsoever arising out of or relating to the License.
- 20.2 If the Licensee is not satisfied with the order passed by CEC as aforesaid, the Licensee may within 30 days of receipt by him / her of any such order, appeal against it to the General Manager (GM) of the Licensor who, if convinced that prima facie the Licensee's claim rejected by CEC is not frivolous and that there is some substance in the claim of the Licensee and would merit a detailed examination through a suitable committee appointed for the purpose by the GM if necessary and in that case, decision taken by the committee shall be finalized by the Licensor and same shall be binding to the Licensee.
- 20.3 If the Licensee is still not satisfied with the resolution, then legal action may be initiated where a Sole Arbitrator shall be appointed by mutual consent of both the parties. The Arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996. The sole venue of Arbitration shall be Courts of Mumbai and the cost of arbitration to be shared equally by the parties.

## 21. Key Commercial Terms

Key Terms	Description
<b>Contract Type</b>	License Agreement between Licensor (B.E.S. & T. Undertaking) and Licensee (Appointed Party)
<b>License Period</b>	10 (ten) Years
<b>Lock-In Period</b>	2 (two) Years
<b>Notice Period</b>	6 (six) months notice for termination after Lock-In Period; for e.g. if License Period starts on 1-Jan-2023 and Lock-in Period ends on 31-Dec-2024, then the earliest Notice may be served on 1-Jul-2024.
<b>Extension Period</b>	At the time of Expiry of License, the Licensor shall have the discretion to extend the period by another 3 years at the License Terms decided by the Licensor at that time, provided that the Licensee has met its obligations throughout the License Period to the satisfaction of the Licensor
<b>Handover of Site by Licensor</b>	Within 7 (seven) days of execution of the License Agreement for installation of equipment for the selected spaces. Handover for the spaces shall be as per the handover readiness.
<b>Pre-Commencement Period</b>	90 (Ninety) days from handover of site to the Licensee
<b>Commencement Date of License</b>	License Period shall start from the expiry of 90 days from handover of site or earlier if the telecom installations are completed earlier
<b>Sub-Licensing</b>	Not Permitted
<b>Space Available</b>	<ul style="list-style-type: none"> <li>• Licensor shall provide approx. 15 sq.m. space in the premises/terrace for installing towers/ Ground Based Masts (GBM).</li> <li>• Licensor shall provide approx. 2.25 sq.m. space for installing poles at selected locations.</li> <li>• Road/ traffic conditions and regulations of civic/ statutory authorities with regard to such installations must be taken care of by the Licensee</li> <li>• Applicant shall submit a space requirement and installation plan for approval by the Licensor</li> </ul>
<b>Number of Operators</b>	<ul style="list-style-type: none"> <li>• Maximum 3 (three) such equipment of Telecom Service Providers shall be permitted to be installed at on tower.</li> </ul>
<b>Costs involved</b>	<ul style="list-style-type: none"> <li>• The Licensee shall be required to incur following costs during the License Term:</li> <li>• License Fee and Security Deposit.</li> <li>• Installation of meters, utility charges on actuals</li> <li>• Applicable taxes including GST and stamp duty</li> <li>• Statutory levies as applicable</li> <li>• Insurance Premium for equipment, if any</li> <li>• Earthing required by the Licensee at his cost.</li> </ul>
<b>Electricity &amp; Utilities</b>	<ul style="list-style-type: none"> <li>• Separate meter shall be procured and installed by the Licensee based on the recommendation by the Licensor</li> <li>• Utility charges for electricity to be billed on actuals on a monthly basis payable within the prescribed due date</li> <li>• The rate charged to the Licensee would be at a rate which the electricity distribution company would levy on such a customer</li> <li>• Right of Way (ROW) shall be provided to lay optical fibre cable (OFC) and power cables.</li> </ul>



<b>License Fee &amp; Application Details</b>	<ul style="list-style-type: none"> <li>• License Fee shall be as per the Tariff published below –</li> <li>• Licensee shall pay lumpsum per space per year for the utilization of the 15 sq.m. space at the select location as per rate schedule ( the rate schedule shall be applicable for F. Y. 2023-24 and Rate schedule shall be escalated by 10% every financial year, thereafter)</li> <li>• Licensee shall pay Rs. 1,02,000 per location per year (Rs. 8,500 per month) for the utilization of the 2.25 sq. m. space (small cell) at the select location in Mumbai city area.</li> <li>• Licensee shall pay Rs. 90,000 per location per year (Rs. 7,500 per month) for the utilization of the 2.25 sq. m. space (small cell) at the select location in Mumbai suburban area.</li> <li>• Above tariff is exclusive of applicable taxes.</li> <li>• License Fee shall be escalated by 10% every year.</li> <li>• Licensee is required to submit the Application for minimum 5 spaces for poles and any number of spaces for terrace/GBM.</li> <li>• If old unused towers are available on the site without any legal issue, then licensee can use these towers by paying amount for the balance life of tower (total life of tower is considered as 20 years) as shown in the rate schedule upfront as a depreciated value to BEST Undertaking.</li> </ul>
<b>Payment Terms</b>	<ul style="list-style-type: none"> <li>• License Fee payable yearly in advance</li> <li>• Invoice shall be raised by 5<sup>th</sup> of the month prior to each quarter and payable by 20<sup>th</sup> of the same month</li> <li>• In case of non-receipt of any invoice, Licensee shall collect the same from the office of the Licensor</li> <li>• Licensee shall make payment of License Fee by demand draft, banker’s cheque or online banking modes in favour of B.E.S.&amp; T. Undertaking, payable at Mumbai.</li> <li>• Delayed payment charges : 18% per annum.</li> </ul>
<b>Security Deposit</b>	<ul style="list-style-type: none"> <li>• Interest Free Security Deposit (SD) to be furnished by the Licensee</li> <li>• Up to Lock-In Period, SD shall be for an amount equal to 2 years License Fee adjusted for escalation (with validity of 2 years in case of a Bank Guarantee)</li> <li>• Post expiry of Lock-In Period, SD shall be for an amount equal to 1 year License Fee adjusted for escalation (with validity of 1 year in case of a Bank Guarantee)</li> <li>• SD shall be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG)</li> <li>• The Licensee shall, 2 weeks prior to the expiry of the Security Deposit , extend it by another 12 months and augment the BG / furnish additional Demand Draft equal to 6 months License Fee of the subsequent year (adjusted for escalation) till the end of License Period.</li> <li>• The Licensor has the right to invoke the Security Deposit in case of Event of Default or other such situations as described under various sections in this Policy.</li> </ul>
<b>Procedure</b>	<ul style="list-style-type: none"> <li>• Applicant shall submit its Application along with the prescribed Annexures as specified in this Policy document.</li> <li>• Licensor will examine the Application submitted by the Applicant and shall have the sole discretion in granting the License.</li> <li>• The Licensor reserves the right to reject any / all Applications and / or annul this Policy at any time for whatsoever reason.</li> <li>• Licensor (CEC) shall process the Application and issue its approval or otherwise within 30 days of the receipt of the Application.</li> <li>• The Appointed Party is required to furnish the Security Deposit and execute the License Agreement within 30 days of receiving such approval</li> </ul>

Key Terms	Description	Documentary Proof Acceptable
<b>Technical Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>• Access Service License/IP Registration Certificate issued from Department of Telecommunication of Govt. of India</li> <li>• Minimum 3 years of experience in Telecom related business in India or overseas</li> <li>• Experience of at least one project involving telecom equipment installation at any government/institutional building or at any transportation related site like metro, airport, monorail etc.</li> <li>• Submit the project profile which will prove similar type of experience in installing 50 Telecommunication Service Towers/Poles/Masts located in Mumbai Metropolitan Region (MMR) for Government/ Semi-Government / Local Authority only.</li> </ul>	<ul style="list-style-type: none"> <li>• For companies incorporated in India, Certificate of Incorporation/ Registration under Companies Act 1956 / 2013 or Partnership Firm registered under the LLP Act</li> <li>• Documentary evidence proving that Applicant is registered with Department Telecommunication, Govt of India as authorised infrastructure provider in IP-1 category</li> <li>• Self-certified copy of contract for installation done at transportation site</li> <li>• Company presentation with an overview of the organization and its businesses</li> <li>• All documents to be self certified by the authorized signatory</li> </ul>
<b>Financial Eligibility Criteria</b>	<ul style="list-style-type: none"> <li>• Minimum average annual turnover of Rs 100 Crore in the preceding three financial years AND</li> <li>• Positive net worth as of 31-Mar-of latest year.</li> </ul>	<ul style="list-style-type: none"> <li>• Audited financial statements for preceding three financial years.</li> <li>• For the purposes of this Policy –</li> <li>• “Turnover” shall mean Gross Revenue from telecommunication businesses of the Applicant</li> <li>• “Net Worth” shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation</li> <li>• Applicant shall produce Statutory Auditor / reputed Chartered Accountant certificate for the above in the prescribed format</li> </ul>
<b>Consortium or Joint Ventures</b>	<ul style="list-style-type: none"> <li>• Not permitted</li> </ul>	

and warrant that they are authorized to execute this License Agreement.

In witness whereof, the Parties hereto have caused this License Agreement to be signed in their respective names as of the day and year first written above.

Authorized Signatory Sign & Stamp  
For Maha Mumbai Metro Operation Corporation Limited (Licensor) Name &  
Designation:  
Phone & Email:

Authorized Signatory Sign & Stamp  
For

\_\_\_\_\_ (Licensee)

Name & Designation:  
Phone & Email:

Witness :

- i) Name, Designation, contact
- ii) Name, Designation, contact

**SELF-DECLARATION BY THE BIDDER**

(To be submitted on the letterhead of bidder)

Details of Ineligibility for corrupt or fraudulent practices / Blacklisted with any of the Government or Public Sector Units

To

The General Manager,  
BEST Undertaking,  
Electric House, Colaba,  
Mumbai – 400 001

Sir,

**Sub:** Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any State or Central Government or Public Sector Units in India as on last date of submission of the Proposal.

We, the undersigned, hereby declare that -

- We are not involved in any litigation with any client which will impact execution of this project.
- We are not under a declaration of ineligibility for corrupt or fraudulent practices
- We are not blacklisted with any of the Government or Public Sector Units in India.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal:

Date:

Place:

## SCHEDULE OF RATES

**LICENSING OF SPACES FOR INSTALLATION OF TELECOM EQUIPMENT AT BEST UNDERTAKING SUCH AS TELECOMMUNICATION SERVICE TOWERS/ GROUND BASED MASTS (GBM)/ POLES AT TERRACE/ GROUND, PARTLY TERRACE/PARTLY GROUND, BUS QUEUE SHELTERS AND OPEN SPACE.**

Sr. No.	Location	Class	Fixed Charges per annum excluding Taxes (Rs.)
<b>A) <u>Depots</u></b>			
1.	Mumbai Central	A	7,00,000.00
2.	Wadala	A	7,00,000.00
3.	Worli	A	7,00,000.00
4.	Poisar	A	7,00,000.00
5.	Marol	A	7,00,000.00
6.	Deonar	A	7,00,000.00
7.	Vikhroli	A	7,00,000.00
8.	Ghatkoper	A	7,00,000.00
9.	Backbay	A	7,00,000.00
10.	Goregaon	A	7,00,000.00
11.	Dharavi	B	6,00,000.00
12.	Bandra	A	7,00,000.00
13.	Dindoshi	A	7,00,000.00
14.	Anik	A	7,00,000.00
15.	Oshiwara	A	7,00,000.00
16.	Malwani	A	7,00,000.00
17.	Magathane	A	7,00,000.00
18.	Majas	A	7,00,000.00
19.	Gorai	A	7,00,000.00
20.	Pratiksha Nagar	A	7,00,000.00
21.	Shivaji Nagar	A	7,00,000.00
22.	Mulund	A	7,00,000.00
23.	Malad	A	7,00,000.00
24.	Kurla	A	7,00,000.00
<b>B) <u>Workshops</u></b>			
25.	Dadar	B	6,00,000.00
26.	Kussara (Mazgaon)	A	7,00,000.00
<b>C) <u>Bus Stations</u></b>			
27.	Colaba	A	7,00,000.00
28.	V. P. Naik Chowk, Tardeo	A	7,00,000.00
29.	Sewree	A	7,00,000.00
30.	Walkeshwar	A	7,00,000.00
31.	Ambika Mill Compound, Lower Parel	A	7,00,000.00
32.	Tardeo	A	7,00,000.00

<b>Sr. No.</b>	<b>Location</b>	<b>Class</b>	<b>Fixed Charges per annum excluding Taxes (Rs.)</b>
33.	Rani Lakshmi Chowk Sion (E)	A	7,00,000.00
34.	Mahim	A	7,00,000.00
35.	Mulund (West)	A	7,00,000.00
36.	Vidya Vihar Rly. Stn. (W)	B	6,00,000.00
37.	Govandi	B	6,00,000.00
38.	Vikhroli Rly. Stn. (E)	A	7,00,000.00
39.	Mulund Check Naka, Mulund (W)	C	5,00,000.00
40.	Kurla Rly. Stn. (E)	A	7,00,000.00
41.	Ghatkopar (E)	A	7,00,000.00
42.	Dr. Ambedkar Udyan, Chembur	A	7,00,000.00
43.	Antop Hill Bus Station (Shaikh Mistry Marg)	A	7,00,000.00
44.	Kopri Bus Station Powai	A	7,00,000.00
45.	Goregaon Rly. Stn. (W)	A	7,00,000.00
46.	Agarkar Chowk, Andheri (E)	A	7,00,000.00
47.	Santacruz Rly. Stn. (E)	A	7,00,000.00
48.	Bandra Colony, Bandra (E)	B	6,00,000.00
49.	Bandra Rly. Stn. (W)	B	6,00,000.00
50.	Andheri Rly. Stn. (W)	A	7,00,000.00
51.	Shashtri Nagar, Santacruz (W)	A	7,00,000.00
52.	Dindoshi Bus Stn.	A	7,00,000.00
53.	Kandivli Rly. Stn. (E)	A	7,00,000.00
54.	Jogeshwari (W)	A	7,00,000.00
55.	Seven Bunglow, Andheri (W)	A	7,00,000.00
56.	Gaikwad Nagar, Malwani	A	7,00,000.00
57.	Yari Road, Andheri(W)	B	6,00,000.00
58.	Charkop, Kandivli (W)	A	7,00,000.00
59.	Dahisar Check Naka, Dahisar(E)	A	7,00,000.00
60.	Cattle Market, Goregaon (E)	B	6,00,000.00
61.	Poddar Park, Malad(E)	C	5,00,000.00
62.	Kanderpada Bus Station, Dahisar (W)	A	7,00,000.00
63.	Damupada, Kandivali (E)	B	6,00,000.00
64.	Anant Kanekar Marg, Bandra (E)	B	6,00,000.00
<b>D</b>	<b><u>Officers Quarters</u></b>		
65.	Suparibaug (E)	A	7,00,000.00
66.	Shivaji Park	A	7,00,000.00
67.	Sion	A	7,00,000.00
68.	Saibaba Marg	A	7,00,000.00
69.	Matunga	A	7,00,000.00

<b>Sr. No.</b>	<b>Location</b>	<b>Class</b>	<b>Fixed Charges per annum excluding Taxes (Rs.)</b>
70.	Wadala, Antop Hill	A	7,00,000.00
71.	Colaba (poly clinic)	A	7,00,000.00
72.	Deonar	A	7,00,000.00
73.	Kandivli (W)	A	7,00,000.00
74.	Prabhadevi	A	7,00,000.00
75.	Gorai Plot No. 56	B	6,00,000.00
76.	Potia Land	A	7,00,000.00
77.	Suparibaug (W)	A	7,00,000.00
78.	Love Grove	C	5,00,000.00
79.	Sitladevi	A	7,00,000.00
80.	Worli Dairy	A	7,00,000.00
81.	Majaswadi	A	7,00,000.00
82.	Marol Maroshi	A	7,00,000.00
83.	Gorai Plot No. 13	B	6,00,000.00
84.	Ghatkopar	A	7,00,000.00
85.	Kandivli (W)	A	7,00,000.00
86.	Cumballa Hill	A	7,00,000.00
87.	Ghatkopar	A	7,00,000.00
88.	Oshiwara	A	7,00,000.00
89.	Kandivli (E)	A	7,00,000.00
90.	Mulund (W)	A	7,00,000.00
<b>E</b>	<b><u>Staff Quarters</u></b>		
91.	Parel	A	7,00,000.00
92.	Mulund (Maharana Pratap Chowk)	C	5,00,000.00
93.	Mahim	A	7,00,000.00
94.	Bhoiwada	A	7,00,000.00
95.	Wadala	A	7,00,000.00
96.	Kandivli (W)	A	7,00,000.00
97.	Deonar	A	7,00,000.00
98.	Ghatkopar	A	7,00,000.00
99.	Vikhroli, Amrut Nagar	A	7,00,000.00
100.	Suparibaug	A	7,00,000.00
101.	Two tanks	A	7,00,000.00
102.	Dindoshi	A	7,00,000.00
103.	Chandivli	C	5,00,000.00
104.	Dharavi	B	6,00,000.00
105.	Oshiwara	A	7,00,000.00
106.	Mulund (W) Check Naka	B	6,00,000.00
107.	Vazira Naka	B	6,00,000.00
108.	Malwani	C	5,00,000.00

<b>Sr. No.</b>	<b>Location</b>	<b>Class</b>	<b>Fixed Charges per annum excluding Taxes (Rs.)</b>
109.	Kurla	A	7,00,000.00
110.	Shivaji Nagar	C	5,00,000.00

**Note:** The rate schedule shall be applicable for F. Y. 2023-24 and Rate schedule shall be escalated by 10% every financial year, thereafter.

'A' Class site :- The sites where Undertaking's current rates are more than Rs. 7,00,000.00 per annum.

'B' Class site :- The sites where Undertaking's current rates are more than Rs. 6,00,000.00 per annum.

'C' Class site :- The sites where Undertaking's current rates are approx. Rs. 5,00,000.00 per annum.

### **Rate schedule for utilizing old unused towers:**

If old unused towers are available on the site without any legal issue, then licensee can use these towers by paying amount for the balance life of tower (total life of tower is considered as 20 years) as per the following rate schedule upfront as a depreciated value to BEST Undertaking.

<b>Type</b>	<b>Existing approx. cost of installation Rs. P.</b>	<b>Residual / Depreciated Cost of 10 years old Towers Rs. P.</b>	<b>Residual / Depreciated Cost of 15 years old Towers Rs. P.</b>
Pole 9 M	1,28,000.00	64,000.00	32,000.00
Pole 6 M	1,08,000.00	54,000.00	27,000.00
Pole 3 M	88,000.00	44,000.00	22,000.00
Pole 4 M	92,000.00	46,000.00	23,000.00
RTT 12 M	84,000.00	42,000.00	21,000.00
RTT 15 M	3,72,000.00	1,86,000.00	93,000.00
RTT 21 M	4,80,000.00	2,40,000.00	1,20,000.00