



HMT LIMITED

Auxiliary Business Division,
Pinjore- 134 101, Dist. Panchkula (Haryana)

Ref. No: HMT/ABDP/NIT/MOBILE TOWER/2021-22/05

Date: 02.03.2022

Corrigendum 2: Extension of last date of bid submission for RFP/NIT

With reference to NIT vide Ref. No HMT/ABDP/NIT/MOBILE TOWER/2021-22/05, issued by HMT Limited, Auxiliary Division, Pinjore, on 20.01.2022, all prospective Bidders are hereby informed that the last date of bid submission for NIT is extended and details are as follows:

Particulars	Pervious date	Revised date
Last date for submission of technical bid	02.03.2022 up to 12:00 Hrs	15.03.2022 up to 12:00 Hrs
Date of opening of technical bids	02.03.2022 @ 14:00 Hrs	15.03.2022 @ 14:00 Hrs
Date and time for price bid opening	Shall be informed later after assessment of tech. bids	Shall be informed later after assessment of tech. bids

Note: All Terms and Conditions remain same as per the above mentioned RFP


DGM (Estate)
For HMT Ltd, ABD,



HMT LIMITED
AUXILIARY BUSINESS DIVISION,
PINJORE. DISTT. PANCHKULA, HARYANA

NIT REF.NO: HMT/ABDP/NIT/MOBILE TOWER/2021-22/05

DATED: 20.01.2022

TENDER DOCUMENT FOR
“LICENSING OF VACANT SPACE ADJACENT TO HSAMB
FOR OPERATING MOBILE NETWORK SERVICES
/INSTALLATION OF TOWER

Last date of submission of Technical Bid----- 10.02.2022 up to 12:00 Hrs

Date of opening of Technical Bid ----- 10.02.2022 @ 14:00Hrs

Date of opening of commercial bid ----- Shall be informed separately to the technically
qualified bidders

E mail ID for any related queries ----- pnjr-tsp@hmtlimited.com

Contact No -----01733-298049, 9896938855 / 9896392052


HMT LIMITED
AUXILIARY BUSINESS DIVISION
PINJORE, DISTT. PANCHKULA, HARYANA

NOTICE INVITING TENDER

NIT Ref. No: HMT/ABDP/NIT/MOBILE TOWER/2021-22/05

Date: 20.01.2022

SUB: Licensing of vacant space at HMT Township, Pinjore, Distt Panchkula for operating Mobile Network Services/Installation of Tower.

Sealed Tenders are invited in **“Two Bid System”** from Govt /Public Sectors /Private or Limited Corporate Houses, working in the field of Mobile networking for licensing of following premises in HMT Township, Pinjore, Distt. Panchkula

Premises/location	Area of vacant space	EMD (Rs.)	Cost of Tender (Rs.)	License period
Vacant space/site in the HMT Township at Pinjore, Distt. Panchkula adjacent to Haryana State Agriculture & Marketing Board area.	30 FT x 30FT (900SQFT) (Tentative) subject to actual.	10,000.00 (Ten Thousand)	590.00	Maximum period of twenty years with renewal on every five years.

Vacant space can be licensed on **“As is where is Basis”** for a period of 5 (five) years and can be renewed/extended for 3(three) more terms of 5(five) years subject to a period of maximum 20(twenty) years. Monthly license fee shall be applicable for first year subject to 5% of annual cumulative escalation.

1. INSTRUCTIONS TO BIDDERS

1.1 Technical bid and Price bid shall be submitted in separate covers (sealed) with proper identifications; both placed in common single sealed cover along with any covering letter, EMD and Tender Document Fee in favour of HMT Limited duly super scribed with the following:

Tender Title	:	Licensing of vacant space for Mobile Tower at HMT Township, Pinjore
NIT Reference No. and Date	:	HMT/ABDP/NIT/MOBILE TOWER/2021-22/05 Dated 20.01.2022
Time & Date of Tech. Bid Opening:	:	10.02.2022 at 14:00 Hrs
Address of the Tenderer:	:	

The covers shall be properly sealed along all joints. Tenders received in envelopes which are not sealed properly or only stapled, incomplete and conditional offers, offers submitted through Fax, Email & Social media, offers received after due date, will not be accepted.

- 1.2 Tender Documents can be downloaded from www.eprocure.gov.in or www.hmtindia.com/tenders
- 1.3 The vacant space / site will be allotted on “As is where is basis” condition and successful bidder can use the space for installation of mobile tower or any other temporary structure required for providing network services. After the expiry of license period, the property shall be returned to HMT in the vacant condition.
- 1.4 Validity of Bid: The bid shall remain valid for a period of 120 days from the date of opening of technical bid.
- 1.5 No Bidder shall submit more than one Bid for the same.
- 1.6 The Licensee shall use the site only for installation of mobile tower or any other purposes of providing mobile network services.
- 1.7 The submission of the pre-bid EMD shall confirm the acceptance of the terms and conditions of the e-auction in full and totality.
- 1.8 The Selected Bidder(s) shall be entitled a joint survey of area proposed to be licensed or demarcation carried by revenue Department.
- 1.9 Only vacant space shall be provided on rental basis. The successful bidder, shall manage the development of the site at its own cost.
- 1.10 Any correction/overwriting etc. should be signed by the Tenderer.
- 1.11 HMT Ltd. reserves the right to accept or reject any of the offers or all without assigning any reason whatsoever and the same shall not be subject to review by any court(s).

1.12 Instructions for technical Bid

- I. The Bidder shall enclose copies of all the relevant documents / certificates as specified in the Technical Bid format. If the concerned document / certificate is not applicable to the bidder, the same shall be written specifically with reasons by the bidder. No column in Technical Bid shall be left blank.
- II. Tenderers whose Technical bids are not found suitable will not be eligible for opening of their commercial/price bid.
- III. Any correction/overwriting etc., should be signed by the Tenderer.
- IV. EMD of prescribed amount in the form of DD or proof of bank transfer shall be enclosed along with the technical bid documents.
- V. Technical bid without EMD amount will be rejected.

1.13 Instructions for commercial / price bid

- I) The License Fee shall be quoted by the Bidder in the Commercial / Price Bid format only.
- II) The evaluation and assessment for the selection of the Bidder(s) shall be based on the monthly rent quoted by the Bidders, quoting the highest rent will be considered subject to acceptance of 5% annual cumulative escalation.
- III) The EMD of the Successful Bidder will be adjusted against the Security deposit at the time of executing the Agreement.
- IV) In case successful tenderer withdraws his offer after opening of Commercial Bid, his/her/their EMD amount will be forfeited.
- V) EMD in respect of the un-successful bidders will be refunded without interest after finalization of the tender.

1.14 Schedule of Bidding Process / other handy information:

S.No	Description	Detailed Information
1	Name of Project	Licensing of vacant space/site in the HMT Township at Pinjore, Distt. Panchkula adjacent to Haryana State Agriculture & Marketing Board area on “As is Where is” basis
2	NIT Reference No.	HMT/ABDP/NIT/MOBILE TOWER/21-22/05
3	Date of issue of NIT Document	20.01.2022
6	Last date of submission of Technical Bid	10.02.2022 up to 12:00 Hrs
7	Date of opening of Technical Bid	10.02.2022 @ 14:00Hrs
8	Date of opening of commercial bid	Shall be informed separately to the technically qualified bidders
9	E mail ID for any related queries	pnjr-tsp@hmtlimited.com

S.No	Description	Detailed Information
10	E mail of Corporate Head Office	mrvrja@hmtlimited.com
11	Pre Bid EMD and Cost of tender documents	Rs 10,000/-towards Pre Bid EMD and Rs 590/- towards cost of tender document can be deposited thru DD in the favour of HMT Limited payable at Chandigarh or can also be deposited directly in the account of HMT Ltd. Details of account are as given below:
12	Bank details of HMT Limited, Pinjore	Name of Bank; PUNJAB NATIONAL BANK, Name of Branch: HMT COMPLEX, PINJORE IFSC Code; PUNB0293900 Account No. 2939002100000736, A/C Type: CURRENT
13	Security Amount (Interest free)	Equal to six months license fee (refundable).

1.4 CONTACT PERSONS

<p>Corporate Head Office Mr. MRV Raja, GM (O&M) Phone No: 080-23530318 / 9480106000 Email : mrvrja@hmtlimited.com</p>
<p>For Tender related queries Mr. A K Bhatia, DGM (Estate) Phone: 01733-298049, 9896938855 / 9896392052 Email: pnjr-tsp@hmtlimited.com, pnjr-estate@hmtlimited.com</p>

Tender forms are available in HMT Auxiliary Business Division, Pinjore on all working days up to 09.02.2022 between 9.00 Hrs to 16.00Hrs at the cost of Rs.590/-(Rupees five hundred ninety only) per form to be deposited through demand draft in favour of M/s HMT Limited. In case tender form is downloaded from our company website www.hmtindia.com/tenders or <https://eprocure.gov.in>. Rs.590/- (Rupees five hundred ninety only) has to be deposited in addition to the Earnest money as indicated above along with Technical bid. Successful tenderer requires signing an agreement with HMT Limited, Auxiliary Business Division, Pinjore on Non Judicial stamp paper worth as applicable.

Tender shall be dropped in Tender Box, placed at ABD Office of HMT, Pinjore. Tender may also be submitted through Speed Post/Registered Post or delivered by hand, so as to reach the below address well before the stipulated time and date, for the purpose of consideration.

Deputy General Manager (Estate)
HMT Limited,
Auxiliary Business Division,
Pinjore, Distt. Panchkula-134101 (Haryana).

2. TERMS & CONDITIONS

I. License Term, Notice Clause & Security Deposit :-

1. The Licence Agreement will have a license term of five years which can be extended /renewed for three more terms of five years subject to a maximum period of 20 years.
2. The Licensor or the Licensee will have the right to terminate the License Agreement by giving three months advance notice from either side or payment of three months license fee prevailing at the time of termination in lieu of notice.
3. The successful bidder shall execute/ register the License Agreement with all the terms & conditions mentioned in the draft Agreement approved by the Licensor. The Stamp duty & registration charges, if any for the License Agreement shall be borne by the Licensee, as provided under Haryana Stamp Act in force.
4. The successful bidder is required to deposit an amount equal to 6 months of the final license fee as Security Deposit with the Company and execute/register the license agreement within 30 days from the date of allotment. The licensee will be permitted to occupy the premises only after execution/ registration of license agreement.
5. The Security Deposit does not carry any interest and will be refunded to the licensee on vacating the premises as per License Agreement after adjusting the dues, if any.
6. In case the successful tenderer does not accept the terms & conditions of the license and does not pay security deposit/execute license agreement with the Company within a period of 30 days from the date of allotment, the allotment will stand cancelled and the EMD of such tenderer will be forfeited

II. Rights & Responsibilities of Licensee

1. The Licensee shall not use the premises offered for any other purpose except for The purpose prescribed in tender.
2. The Licensee shall obtain prior permission in writing from the Licensor for any additional structure if required. The cost of structure modification etc, shall be at Licensee's cost. After the expiry of license period, licensee shall return the space in vacant condition, failing which equivalent amount shall be deducted from the security deposited, if spend by the Company for dispose off the structure.
3. a) The Licensee will have to pay the monthly license fee on or before 10th of every month regularly.
b) The Licensee shall be required to pay charges for consumption of electricity at actual as per HSVPN rates, if electricity is provided by the HMT.
4. The Licensee shall keep the said premises in good and tenantable condition at all times.
5. GST and other statutory requirements shall be applicable on the License Fee as applicable during the license period.
6. The Licensee shall not assign his interest in the premises nor sub-let or permit occupancy of the same either in full or in part to any person whosoever. No claims or compensation shall be considered for the modifications / additions / changes done to the premises even though carried out with HMT's prior permission after expiry of the License period.
7. The Licensee shall indemnify the Licensor against all actions, claims, demands and expenses on account of any breach by the Licensee, of any of the terms of the License and shall allow the Licensor or his representatives to inspect the said premises offered on License at all reasonable times upon prior notice for satisfying themselves that all the terms & conditions hereof are being observed by the Licensee and also to take up any major repairs to the licensed premises and other fixtures, fittings and capital items.
8. The Licensee shall be responsible for the security and safeguarding of the premises during the tenure of the License. All Statutory requirements as per prevailing laws in Haryana shall be the responsibility of the Licensee. Licensor is no way shall be responsible toward any fire related accidents (if any) and any accidents/untoward incidents in the premises including payment of damages/Compensation etc.

9. In case, Licensee be commit breach of any of the terms and conditions of this License, Licensor shall be entitled to cancel the License and stop the Licensee from using the licensed premises in which event the Security Deposit paid by the Licensee will stand forfeited.
10. In the event of there being any change in the constitution / legal status of the Licensee, the Licensee shall immediately notify about such change along with all relevant documents, approvals etc. for approval of the Licensor. In case such change of Constitution is not accepted by the Licensor, the License shall stand terminated, in which event the Licensee shall, within 30 days, vacate the premises without giving room for initiating any legal action for vacating or other proceedings available under law shall be initiated.
11. It will be responsibility of the licensee to obtain necessary license, permission from the concerned authority or body, at his own cost and responsibility for using the premises for operating the said business

III. Rights and Responsibilities of Licensor

- a) The Licensor shall enable the Licensee to use the premises offered on License basis without any interruption or disturbance from the Licensor subject to the terms and conditions of license agreed to by the Licensee.
- b) The Licensor will not, in any way, be responsible for any transactions carried on between the Licensee and their Customers / Suppliers or any other constituents related to the employees / persons employed by them including issues related to wages etc.
- c) Insolvency of the bidder/Lessee: in the event of bidder and if bidder is a firm, any partner of the bidding firm, is adjudged insolvent or bankrupt or makes an assignment for the benefits of his creditors, the Company will have a right to give 03 days' notice to the bidder of its decision to terminate the contract and the contract shall stand terminated with the same force and effect as if such date was the date for expiration of the original contract.

VI. General Conditions

1. It is clearly understood that the transaction does not contemplate transfer of interest of any kind in the said premises to the Licensee under the License, but only a permission to use the premises for the purpose stated in the license agreement.
2. The Licensee shall have no right whatsoever for continuation of the license beyond the period fixed under this License Agreement under any circumstances. If the licensee fails to vacate the licensed premises upon expiry of the license period for any reason whatsoever, the licensee shall be liable to pay to the licensor the penal license fee which shall be **twice the amount of license fees paid** by the licensee, for the immediately preceding month of default.
This remedy/penal provision, shall however, be without prejudice to the rights of licensor to evict the licensee in accordance with the provisions of the Public Premises(Eviction of Unauthorized occupants) Act. 1971 or through any other legally permissible means/norms, after the expiry of license period.
3. Throughout the License period, the Licensee shall have the sole and exclusive use of the licensed premises save and except in the event of breach of the agreed terms and conditions of the License.
4. **Electric Power & Water Supply:** The licensor shall make his own arrangements for water and electricity supply. However on the request of the licensee, Company may consider the proposal to provide electricity /water services on chartable.
5. The licensee has to Comply with all statutory Labour Acts like payment of minimum wages Act, ESI, PF, Labour License, contractors all risk Insurance coverage, Registration, Inter State migrant workmen Act (Regulation of employment and conditions of service Act) Child Labour Act etc., applicable from time to time in respect of the employees/staff employed/engaged in the premises.
6. In the event of any liability arising under any law in force from time to time or any claim arising for any reasons involving licensee's staff due to accident or any other account, such liability shall be borne by the licensee and HMT/ Licensor shall in no way be responsible or liable for the same.
7. The Bidders are advised to visit / inspect the premises between 9.00 AM to 4.00 PM on all working days on or before the last date of submission of sealed tender.

VIII. Penalty Clause :-

1. In the event of the Licensee failing to pay the monthly license fee on or before 10th day of every calendar month, interest @ 18% shall be imposed on the overdue period. In case of delay in payment of rentals beyond two months, action shall be initiated to evict the licensee in accordance with the provisions of the Public Premises (Eviction of Unauthorized occupants) Act. 1971 or through any other legally permissible means/norms.
2. In the event of any dispute between the Parties in respect of interpretation of any of the terms of the License Agreement or any issue or matter or dispute arising out or connected with the License granted, or of the License Agreement, the same shall be referred to the Sole Arbitrator appointed by HMT LIMITED and the provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration and the decision of the said Arbitrator will be final and binding on both the parties. The Arbitration proceedings shall be held at Panchkula only and the language of arbitration will be English.

For HMT Ltd, ABD, Pinjore

(A K Bhatia)
DGM (Estate)

Address

HMT LIMITED, ABD
SPARE PART BUILDING
PINJORE-134101
DISTT:- PANCHKULA (HARYANA)
TELEPHONE: 01733 - 298049

Thru: DM (A/C), ABD

GM (O&M): for kind approval, please

TECHNICAL BID FORMAT/QUALIFYING CRITERIA

(Technical evaluation sheet)



PHOTOGRAPH OF TENDERER/
AUTHORIZED PERSON WITH NAME
(To be signed half over photograph half over page)

To
DGM (Estate)
HMT Limited, ABD, Pinjore
Distt. Panchkula-134101

Sub: Particulars to be furnished by the tenderer for “Licensing of vacant space/site in the HMT Township at Pinjore, Distt. Panchkula”
NIT Ref. No : HMT/ABDP/NIT/MOBILE TOWER/2021-22/05 Dated: xx.xx.2022

I) PRIMARY DETAILS

- 1) Name & Address of the Company :
- 2) Name & Designation of authorized person :
- 3) Contact Telephone No / Mobile No :
- 4) Email Address :
- 5) GST No. :
- 6) PAN :
- 11) EMD Details :

II) TECHNICAL DETAILS :

- 1) Please enclose the copies of following documents:-
 - (i) Memorandum & Articles of Association/ : Copies enclosed YES / NO
 - (ii) Audited Balance Sheet (Last 3 years) : Copies enclosed YES / NO
 - (iii) List of mobile towers, erected in local area : Copy enclosed YES / NO
 - (iv) Copy of GST Registration : Copy enclosed YES / NO
 - (v) Copy of PAN : Copy enclosed YES / NO

III

Brief description of the project for which the land is proposed to be licensed (attached separate sheet/ documents, if required)

Note: If the activities, proposed by the bidder are not acceptable to HMT Limited, the bid will be rejected.

Declaration

I/We hereby declare that I/we have read and gone through all the tender documents and agree to all the terms & conditions contained in the Tender NIT No. HMT/ABDP/NIT/MOBILE TOWER/2021-22/05 dated xx.xx.2022 before submitting the Tender and I/we am/are furnishing the above information to the best of my/our knowledge and ability.

I/we accept to all terms and conditions as mentioned in the tender document.

NAME & ADDRESS OF THE TENDERER
WITH SEAL & SIGNATURE/DATE

APPENDIX-II

PRICE BID FORMAT – QUOTATION

To
DGM (Estate)
HMT Limited, ABD, Pinjore
Distt. Panchkula-134101

Sub: Particulars to be furnished by the tenderer for “Licensing of vacant space/site in the HMT Township at Pinjore, Distt. Panchkula”
NIT Ref.No : HMT/ABDP/NIT/MOBILE TOWER/2021-22/05 Dated: xx.xx.2022

I/ We are furnishing here-under our Rates being offered for licensing of “vacant space/site in HMT Township at Pinjore, Disst. Panchkula adjacent to HSAMB boundary wall

1) Name & Address of the Tenderer :

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.....

.....

2) Commercial Bid

Description of the premises	Approx area	Offered lump sum license fee per month with 5% of annual cumulative escalation.
Licensing of vacant space /site in HMT Township at Pinjore Distt. Panchkula-134101	30 FT x 30 FT Total 900 SQFT	Basic License Fee (Rs per month)
		GST Rs.....@.....%
		Total Rsper month
		In words Rupees

NOTE: 1) The Total quoted price is subject to Arithmetical check and the remains valid for 120 days from the date of opening of technical bid.
2) Quoted basic rate of monthly license fee is applicable for first year subject to 5% of annual cumulative escalation.

Declaration

I/We hereby declare that I/we have read and gone through and agree to all the terms & conditions contained in the Tender NIT Ref. No: HMT/ABDP/NIT/MOBILE TOWER/2021-22/05 Dated: xx.xx.2022 before submitting the Tender and I/we am/are furnishing the above information to the best of my/our knowledge and ability.

NAME AND ADDRESS OF THE TENDERER
WITH SEAL & SIGNATURE/DATE

LOCATION MAP

Site for mobile Tower

HMT LIMITED
ABD, PINJORE
DISH- PANCHKULA

