

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)



Expression of Interest for leasing out of BSNL vacant lands around Chennai (2nd call)

Issued to: _____

Signature of Officer issuing the documents: _____

Designation: _____

Date of issue: _____

This document consists of **34 (Thirty four)** pages

O/o Executive Engineer - Civil
BSNL, CD-FBR
1, NSC Bose Road, Chennai - 01

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SECTION-I

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

EOI No: 02/BSNL/CD-FBR/CH/2023-24

dated: 09.12.2023

NOTICE INVITING EXPRESSION OF INTEREST

1. Sealed Expression of Interest (hereinafter called EOI) for leasing out of BSNL vacant lands around Chennai is hereby invited in two bid system in the prescribed Performa by the O/o Executive Engineer, Civil Division-FBR, BSNL, CHTD upto 15:00 hrs on the date mentioned below.

The maximum period of leasing out for:

- (a) Public Organizations, Governments owned Scheduled Banks & International bodies - 10 years,
 - (b) Scheduled private bank (except co-operative banks) and listed companies having net-worth of more than Rs.100 Cr – 5 years and
 - (c) Reputed Private Organizations other than listed companies having net-worth of more than Rs.100 Cr – 3 years.
2. The following organizations are eligible to submit their bids:
- a) Public Organizations, which, for the purpose of renting, shall mean –
 - (i) Central/ State Government offices
 - (ii) Central/ State PSUs and their subsidiaries/ joint ventures.
 - (iii) Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
 - (iv) Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.
 - b) Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
 - c) International bodies, and
 - d) Listed Companies, Reputed Private Organizations having net-worth of more than 100 Cr.

Note:-The vacant space shall not be rented out to other Telecom Service Providers for their Telecom operations.

3. Bid form will not be issued in the office.
4. The bid form can also be downloaded from the website
<http://rgmttc.bsnl.co.in/newciviltender/internetcategorylist.asp>, www.chennai.bsnl.co.in and
<https://etenders.gov.in/e procure/app>
5. Details for obtaining bid forms, receipt and opening there of shall be as follows:-

Sl. No	Stage	Date and Time
a	Last date for receipt of application for issue of bidform	NOT APPLICABLE
b	Last date for issue of bid form	NOT APPLICABLE
c	Date of pre-bid conference, if any	AT 15.00 HRS ON 26.12.2023
d	Last date and time for receipt of sealed bids	UP TO 15:00 HRS on 02.01.2024

e	Time and date for opening of technical & financial Bid	At 15:30 HRS on 03.01.2024 & FINANCIAL BID OPENING DATE WILL BE ANNOUNCED LATER
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6. The Eligibility Bid will be opened in the presence of the representatives of the bidders at 15:30 hrs. on the last date of receipt of the bids.
7. Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the representatives of the bidders.
8. In case of the attested copies of the documents / testimonials / certificates original copies thereof should be produced on demand at the time of opening of the Bid.
9. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
10. Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the Consultant who resorts to canvassing shall be liable to rejection.
11. BSNL does not bind itself to accept the highest or any other bid, and reserves itself the right or reject any or all the bids without assigning any reasons.
12. No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
13. The bid forms shall not be issued by post/courier. Further, Bids shall not be received by post/courier/fax.

Executive Engineer-Civil,
BSNL, CD-FBR,
CHTD

SECTION-II
GUIDELINES TO BIDDERS

1. DEFINITIONS

- a) The **Contract** means the documents forming the EOI document and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the bidder, together with the documents referred to there in including these conditions and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- b) The **Site or Area** shall mean the vacant land which is to be given on rent.
- c) The **BIDDER** shall mean eligible organization bidding for the space to be taken on rent under the contract and shall include the legal personal representative or such individual or the persons representing such eligible organizations.
- d) The **BSNL** shall mean Bharat Sanchar Nigam Limited (A Government of India Enterprise) having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur lane, Janpath, New Delhi - 110001 and shall include their legal representatives, employees and permitted assigns.
- e) The **Engineer-in-Charge** or **E-in-C** means the Officer who shall be in-charge of the building and who shall sign the agreement on behalf of the Bharat Sanchar Nigam Ltd.
- f) **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns, who invite EOI on behalf of BSNL.
- g) The **Arbitrator** means the authority nominated by Chief General Manager (CGM) for arbitration.
- h) Where the contexts requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

2. SCOPE OF TENDER

- a) BSNL intends to lease out the vacant land on rent basis to the organizations as mentioned in para - 2 of Section-I. Tentative requisite details of the vacant land are available at SECTION VII. The likely usage of the said vacant land may be for Gas plant, Gas refilling station, Vehicle parking, Storage yard, Industrial yard and Construction yard etc. However, the bidder is required to actually visit the site and its locality to gather all the requisite information for quoting his rates.
- b) Preferably, the initial leasing period will be three years with provision for extension upto a maximum period specified Para-1 of Section-1 with escalation in rent after every three years provided that such escalation shall be with minimum 15% increase in rent (i.e. @ 5% per annum) of the last rent paid at the time of such revision after every three years.
- c) The Bidder shall sign lease agreement for the built up space within 1 month of the acceptance of his bid.

3. DECLARATIONS

The company or firm or any other person shall not be permitted to bid in BSNL Chennai Telephones in which his near relative (s) (directly recruited or on deputation in BSNL) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as:

- (i) Member of Hindu Undivided family (UHF).
- (ii) They are Husband and Wife.

- iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

All the bidders will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in BSNL Chennai Telephones. The format of the certificate is given in Section – IV Declaration and should be signed by the bidder.

The bidder shall be required to furnish the declaration as per Section IV along with the bid.

4. BID/EOI DOCUMENTS

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

- | | |
|--|--------------|
| (a) Notice Inviting EOI | Section I |
| (b) Guidelines to Bidders | Section II |
| (c) Commercial Conditions of Contract | Section III |
| (d) Declaration | Section IV |
| (e) Bid Forwarding letter | Section V |
| (f) Letter of authorization to attend bid opening | Section VI |
| (g) Details of Locations | Section VII |
| (h) Proforma for Declaration for downloaded EOI document | Section VIII |
| (i) Standard Lease Agreement | Section IX |
| (j) Price Schedule (Financial Bid) | Section X |

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

5. MISCELLANEOUS

- a. The Bidder must use only the prescribed Proforma for the bid document downloaded from the website. No tender form will be issued in the office.
<http://rgmttc.bsnl.co.in/newciviltender/internetcategorylist.asp>, www.chennai.bsnl.co.in and <https://etenders.gov.in/eprocure/app> in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/ enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of 120 (One hundred and twenty) days from the date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.
- e. This bid document shall form a part of the lease agreement.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.

- g. BSNL does not bind itself to accept the highest bid. Further, BSNL also reserve to itself the right to reject any or all the bids without assigning any reason.
- h. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- i. Any clarification issued by Bharat Sanchar Nigam Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- j. References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory. In case of the documents from a Government organizations/PSUs, it should be signed by the person not below the rank of Executive Engineer/ Under Secretary or equivalent.

6. **METHOD OF APPLICATION**

- a) The bid should be signed by the authorized officer not below the rank of the officer in Under Secretary / STS grade or equivalent in case of Government organizations/ PSUs and by duly authorized signatory in case of others.
- b) Overwriting should be avoided. Correction, if any, should be made up by neatly crossing out, initialing, dating and rewriting. Correction fluid/ tape should not be used.
- c) The Bidder or his authorized representative shall sign and put his seal on each page of the EOI document before submission in token of acceptance of the terms and conditions of the bid.

7. **SUBMISSION & OPENING OF BIDS AND VALIDITY THEREOF:**

- a) The Bid shall be in two bid system.

The intending international bodies, Listed companies or reputed private organizations having net-worth of more than 100 Cr (Para 2-c & 2-d of Section – I) will have to deposit a Demand Draft drawn in favour of **Accounts officer, BSNL, CHTD, Chennai** for an amount mentioned below as Earnest Money Deposit (EMD). The EMD deposited shall be adjusted as a part of Security deposit. If the bidder withdraws from the bidding process after becoming H1 then the EMD deposited shall be liable to be forfeited. The EMD of the bidders other than H1 will be refunded after arriving at final decision by BSNL.

SI No	Location	EMD to be deposited in Rs.
1	Ennore wireless station	30,000
2	Kallikuppam wireless station	25,000
3	Maraimalai nagar RTTC Compound	17,000
4	Vyasar Nagar Staff Quarters	10,000
5	Tirumudivakkam	5,000
6	Sriperumpudur IT park	5,000
7	Irungattukottai	5,000
8	Kannigaipair	5,000
9	DTO -Madhavaram	5,000

No EMD is required to be deposited along with the bid for the following organization who is intending to bid (Para 2-a & 2-b of Section – I)

- i. Central/ State Government offices
- ii. Central/ State PSUs and their subsidiaries/ joint ventures.
- iii. Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies

etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.

iv. Constitutional bodies, Judicial & Quasi-Judicial bodies and Organizations set up by an Act of Parliament.

v. Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.

b) The Bid shall be submitted in the sealed envelopes in the following manners:-

i. The first envelope (sealed) super scribed thereon "Eligibility details and EMD" should contain, the DECLARATION as prescribed in the terms & conditions of the bid document, details in the prescribed proforma, EMD & attested copies of the documents/ testimonials/ certificates meeting the eligibility conditions.

ii. The second envelope (sealed) super scribed thereon "Financial Bid. Name of Location _____" should contain financial bid in the prescribed Proforma (SECTION X).

iii. The third envelope (sealed) super scribed thereon "Expression of Interest for leasing out of BSNL vacant lands around Chennai.". It should contain the first envelope and second envelope.

iv. Any deviation from the above manner shall render the bid liable for the rejection.

c) The bidders should submit their bid on the prescribed time and date at the address mentioned below.

"O/o Executive Engineer-Civil, BSNL Civil Division - FBR, No-1, NSC Bose Road, Flower Bazaar Telephone Exchange, Chennai-600001".

d) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.

e) The Eligibility-cum-Technical Bid will be opened in the presence of the representatives of the bidders at 15:30 hrs. on the last date of receipt of the bids.

f) Financial bid shall be opened only of those bidders who are qualified in Eligibility-cum-Technical bid and submitted EMD as per para 7-a, in the presence of the representatives of the bidders on the same day.

g) The bidder's representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VI).**

h) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

i) The bidder's names, modifications, bid withdrawals and such other details as the BSNL may at its discretion, consider appropriate will be announced at the time of opening.

j) Bid shall remain valid for acceptance for a period of 120 days after the date of opening. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be rejected by BSNL as non-responsive. In certain circumstances, BSNL may request in writing to the bidders for extending validity of their bid.

k) The un-opened bids shall be returned to the bidder after final decision is taken on the bids.

8. CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED IN BID:

a) Eligibility cum Technical Bid:

- i. Declaration in the prescribed Proforma as in Section IV.
- ii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 7.
- iii. Proof of eligibility i.e.
 - A. For Public Organizations, Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks – A statement on the letter head of the department/ company giving details about their organization.
 - B. For international bodies-A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
 - C. For Listed Companies and reputed private organizations–Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
- iv. Certificate in case of downloaded bids as per SECTION VIII.

b) Financial Bid:-

- (I) The Bidder shall give the unit price per acre of vacant land per month for the location applied for, listed in the Price schedule in the proforma given in SECTION X. However, they need to quote for the entire area mentioned in the EOI for that particular location.

9. SECURITY DEPOSIT

- i. The Successful Bidder shall furnish the BSNL a sum of Rs.__(Rupees _____) as advance rent of one month and Interest free Security Deposit of an amount equal to three (3) months rent to the BSNL in the form of Demand Draft drawn on Scheduled Bank in favour of Accounts Officer, O/o C.G.M, BSNL, ChennaiTelephones within 7 days after the receipt of the LOI along with Draft lease agreement. The Security Deposit shall be accompanied by two copies of the Agreement. This shall be followed by signing of the Agreement with BSNL, within seven days of the receipt of Security Deposit.
- ii. The proceeds of the Security Deposit shall be payable to the BSNL as compensation for any loss resulting from the Bidder's failure to discharge its obligations under the lease agreement.
- iii. The Security Deposit will be discharged by the BSNL after successful completion of the lease period.

10. EVALUATION OF BIDS:

The evaluation and comparison of bids shall be based on the rentals offered in the Price Schedule in Section X.

11. BSNL'S RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS

- a. BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of lease without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSNL's action.
- b. BSNL reserves the right to lease out the premises of same location to different bidders.

12. ISSUE OF LETTER OF INTENT(LOI)

- i. The issue of an LOI shall constitute the intention of the BSNL to enter into an agreement with the bidder for leasing the premises.
- ii. Within 7 days of issue of the LOI, the bidder shall give its acceptance along with Security Deposit in conformity with terms of bid document.

13. SIGNING OF CONTRACT

The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of lease to the bidder(s). Detailed lease agreement as per Section IX shall be signed within seven days from the date of receipt of Security Deposit.

- 14. ANNULMENT OF AWARD:** Failure of the successful bidder to comply with the requirement of clause 9 (i) shall constitute sufficient ground for the annulment of the award in which event the BSNL shall call for fresh bids.

15. PRE BID MEETING:

Pre bid meeting is scheduled on 26.12.2023 15:00 hrs at "O/o Executive Engineer – Civil, BSNL, CD-FBR, 1, NSC Bose Road, Chennai - 01". Prospective bidders who require any clarification in the Bidding Documents may notify their queries to BSNL through e-mail address bsnlcivildn1@gmail.com before the date of pre bid meeting. Also, they can submit their queries in person at the time of pre bid meeting. BSNL will compile all the queries without identifying the source of the queries. The response to all the queries will be published in the website and sent to the prospective bidders through email also.

SECTION III
COMMERCIAL CONDITIONS OF CONTRACT

1. TERMS & CONDITIONS

The general terms and conditions of lease are given in Standard Lease Agreement provided in Section IX.

2. LIQUIDATED DAMAGES

Should the Bidder fail to perform contractual obligations including payment of monthly lease rent within the period prescribed, the BSNL shall be entitled to recover amount with interest at the rate of bank rate (presently 4.25%) plus 4% for the period of delay. Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the bidder.

3. FORCE MAJEURE

- i. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.
- ii. Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to transfer the work and the funds from the bidder to any other Bank to be appointed by the BSNL, without any financial implications being imposed by the original bidder on BSNL arising out of such transfer.

4. TERMINATION FOR DEFAULT

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

- a) If the bidder fails to meet its contractual obligations within the time period(s) specified in the lease agreement, or any extension thereof granted by the BSNL pursuant to clause 12, Section II; and
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.
- c) In the event BSNL terminates the contract in whole or in part, the BSNL may proceed, upon such terms and in such manner as it deems appropriate.

5. TERMINATION FOR INSOLVENCY

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

6. ARBITRATION

Except as otherwise provided elsewhere in this EOI, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60(sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the CGM, BSNL-CHTD, CHENNAI for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act 1996, any amendment thereof and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be "CHENNAI"

The fees, if any, of the arbitrator shall, if required to be paid be for the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such cost or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

In the event of any dispute or difference relating to the interpretation and application of the provisions of this EOI where bidder is a Central Public Sector Enterprise (CPSE)/ Port Trust or Government Department/ Organization (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

SECTION IV
DECLARATION

To,
The Chief General Manager,
BSNL-CHTD, Chennai-600010

Sub: Expression of Interest for leasing out of BSNL vacant lands around Chennai

Dear Sir,

I/We have read and examined the EOI document, terms and Conditions thereof and other documents and Rules referred to in the EOI document and all other contents in the EOI document for leasing out the built up space.

I/We hereby submit our bid for as per the stated scope of work within the specified time schedule.

I/We hereby submit all the documents mentioned in the EOI document.

I/we _____ S/o Sri _____ Resident of _____ hereby certify that none of my relative (s) as defined in Para 13 of Section - II is/are employed in Chennai Telephones. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

I/We agree to keep the offer open for One Twenty (120) days from the last due date of submission thereof and not to make any modifications in its terms and conditions. If, I/We withdraw my/our offer before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in my/our offer BSNL shall without prejudice to any other right or remedy, be at liberty to cancel the bid. Further, if I/We fail to occupy the space allotted to us within one month and fail to sign the lease deed within prescribed time, I/We hereby agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to cancel the bid.

Signature of the Bidder
Seal of Bidder

Place:

Date:

SECTION-IV A

LAND BORDER SHARING CERTIFICATE

(CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER {ON COMPANY'S/FIRM'S
LETTERHEAD})

This is to certify that I/We, M/s..... (Name & full address) as the front Bidder of this tender and our technology / consortium partner, M/s..... (Name & full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per F. No: 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent Clarifications. I/We hereby that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Name in Block letters:

Status: Director/Manager/Partner/Proprietor of the Company [on behalf of the front bidder/
technology/consortium partner]

SECTION-V
BID FORWARDING LETTER

EOI No. _____ Date _____

The Chief General Manager,
Bharat Sanchar Nigam Limited
BSNL–CHTD, Chennai-600010

Dear Sir,

1. Having examined the conditions of EOI document and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take BSNL premises on lease in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the BidDocument.
3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the highest or any bid, you may receive.

Dated this _____ day of _____ 2023

Name and Signature _____

In the capacity of _____

Duly authorized to sign the bid for and on behalf of _____

witness _____

Address _____

Signature _____

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before bid opening)

The Chief General Manager,
Bharat Sanchar Nigam Limited,
BSNL-CHTD, Chennai-600010

Subject: Authorization for attending bid opening on _____(date) in the EOI for leasing out of built up space in BSNL Building at Various places in Chennai Telephones District.

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

Order of Preference Name Specimen

SignaturesI.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the

bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION-VII

SALIENT FEATURES OF THE BSNL VACANT LANDS

SI No	Location	Address and Location	Area proposed in acres for renting out
1	Ennore wireless station	Ennore Wireless Station, Tiruvottiyur high road, Chennai – 600 019 13.1733344, 80.3104282	30.77
2	Kallikuppam wireless station	BSNL Wireless Station, Kallikuppam, Ambattur, Chennai, Tamil Nadu 600053 13.1278727, 80.1661938	24.25
3	Maraimalai nagar RTTC Compound	RTTC, Periyar Salai, SIDCO Industrial Estate, Maraimalai Nagar, chennai, Tamil Nadu 603209 12.7817626, 80.0309770	16.85
4	Vyasar Nagar Staff Quarters	Vyasar Nagar, Chennai, Tamil Nadu 600039 13.1101920, 80.2556305	6.00
5	Tirumudivakkam	Plot No – AC15, SIDCO Industrial Estate, Tirumudivakkam 12.9742502, 80.0913492	0.90
6	Sriperumpudur IT park	Plot No – PB6, Araneri main road, Mambakkam, Behind Saint Gobain, 12.9274559, 79.9120110	0.65
7	Irungattukottai	BSNL Telephone Exchange, 6 th Cross street, SIPCOT, Irungattukottai 13.0000346, 80.0136279	0.50
8	Kannigaipair	Chennai Tirupati Main road, Kannigaipair, Tamil Nadu 601103 13.2746867, 80.0971707	0.40
9	DTO -Madhavaram	201, MADHAVARAM HIGH ROAD, SEMBIUM, CHENNAI 13.125435, 80.242324	0.26

SECTION - VIII

(DECLARATION TO BE GIVEN BY THE BIDDERS WHO HAVE DOWNLOADED THE EOI DOCUMENT FROM THE WEB)

It is to certify that

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

Dated.....

(BIDDER)

(SIGN WITH SEAL)

ADDRESS:.....

PHONE NOS.:.....

Mobile No:.....

E-MAIL:.....

SECTION - IX

STANDARD LEASE AGREEMENT (SLA) FOR RENTING OUT OF VACANT LAND

AN AGREEMENT MADE THIS DAY OF TWO THOUSAND AND
.....

BETWEEN

Bharat Sanchar Nigam Limited, a Government Company incorporated under Companies Act 1956 and having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane New Delhi 110001 and also having inter alia one of its field Unit/office at (hereinafter referred as “BSNL” or “Lessor” which expression shall include its successors, assigns, administrators, liquidators and receivers ,wherever the context of meaning shall so require or permit) of the ONE PART

AND

.....
.....Address.....
.....herein after Called the Lessee (which expression shall include its successors assigns, administrators, liquidators and receivers, wherever the context of meaning shall so require or permit) of the OTHER PART.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

Whereas BSNL / Lessor has invited the EOI No. dated for
..... Based upon the evaluation of EOI Lessee has been short listed for renting out the vacant land on the terms & conditions as agreed herein in this agreement.

NOTE: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the schedule land, a portion of vacant land known as (Actual area to be determined after joint inspection) in the site plan delineated in ‘RED’ ink do form part of this Lease Agreement more particularly described in SCHEDULE - A.
2. The lease shall commence/shall be deemed to have been commenced on the..... Day of Two thousand and and shall, subject to the terms hereof, continue for a term of three year(s) with an option to extend the period of lease for a further term as set out in Clause - 17 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in month by month for the said premises described in Schedule - A at the rate of Rs. prima – facie calculated which may vary after ascertaining the exact quantum of land proposed to be leased out by joint inspection, shall be deemed to be inclusive of all taxes except GST. The said rent is payable by the lessee in advance before 10th of every month, failing which the amount with interest at the rate of bank rate (presently *** %) plus 4% for the period of delay shall be recovered by BSNL (Lessor). In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The monthly rent is hereby agreed to remain fixed during the period of lease of three years subject to provisions in clause - 17.
4. Security arrangement of the premises under possession of the Lessee shall be the responsibility of Lessee. Lessor (BSNL) shall not be responsible for any loss of installation, equipment etc. The leased premises shall not display any publicity material of competing telecom companies. However, BSNL

shall reserve the right for utilizing the premises for publicity/other purpose with the consent of the lessee.

5. That the Lessee shall pay to the Lessor a sum of Rs. (Rupees) as advance rent of one month and a sum of Rs. (Rupees) (three months rent) as Security Deposit on signing of this agreement, free of interest, which will be refunded at the time of the premises having been handed back properly to the Lessor with good condition, all alterations made with due permission of Lessor are restored, all dues having been cleared. Otherwise the same shall be adjusted against the said security deposit.
 - a) That the Lessor shall have right to adjust from security deposit , as already paid which may be incurred by Lessor on account of major damages if any in respect of the premises under lease described hereinafter in Schedule 'A'. The major damages, levy, shall be ascertained jointly by Lessor & Lessee. The Lessee shall not be liable to pay normal wear and tear.
6. The said premises shall be deemed to include the Boundary wall existing thereon as mentioned in Schedule 'A' and the Lessee shall upon the expiration of the period of lease hereby created or any renewal thereof and subject to clause 14 hereof yield up will hand over peaceful possession of the said premises in its normal original condition as received.
7. The Lessee shall be entitled to use the said premises for the purpose for lawful business of Lessee and is not detrimental to the interest of the Lessor.
8. The Lessee shall not sublet assign or otherwise part with the whole or any part or parts of the said premises during the period of tenancy nor will allow at the time of vacating the premises and will handover peacefully vacant possession to the Lessor or his authorized agent immediate after expiry of the lease period (including any extended period, amicably agreed thereof in terms of Clause 21).
9. Goods and Services tax at the prescribed rates is to be borne by the Lessee. It is made absolutely clear, in this deed that it shall be the sole responsibility of the Lessee to pay all such charges as stated in paras 9 & 10 to Govt. and /or other Govt. authorities. It is agreed that in case the Lessor is required to pay or forced to pay such taxes, charges, the Lessor may pay the same and deduct the same from the security deposit, in such events, short fall in any security deposit during the currency of agreement shall be payable by Lessee with the following monthly rent payable, so as to secure deposit of Rs keeps deposited with Lessor throughout the lease period.
10. That the Lessee shall pay all charges in respect of electric power, light used in the said premises in accordance with the separate meter / sub-meters installed therein during the currency of this agreement including proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the demised possession of the said premises. The cost of separate meter /sub-meter including its installations shall be borne by the Lessee.
11. That at the time of occupation, the Lessee shall see that all fittings and fixtures are in perfect order and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.

Joint condition Survey is to be conducted at length at the site prior to signing of Lease Agreement for assessment of the condition of each of the structures / facilities and a detailed list of defects, deficiency and disorder of the existing structures is observed which needs repairment/ replacement to be prepared shall be signed jointly for record and future reference.
12. That the Lessee shall allow the Lessor or his authorized agent to enter the said premises at the reasonable hours or when necessary for inspection/repair etc.
13. The responsibility for registration / documentation of this indenture would be that of the Lessee and all expenses in that regard would be borne by the Lessee / tenant. The registration of this agreement

should be got done by the Lessee within a period of THREE months (*time period as per local laws, rules and regulations to be mentioned*) from the date it is signed. One copy of the registered document would be supplied by the Lessee to the Lessor within 15 days of the registration thereof.

14. That the Lessee shall be entitled to erect and fix workshop, plant & machinery required infrastructure to execute their works. However, on expiry of this lease period or extension if any, the Lessee will hand over vacant possession of the said premises in its normal original condition as received, after cleaning the site. The lessee shall not make any structural changes, addition /alterations in the premises.
15. The Lessor shall not be liable for loss of profit or loss of goodwill arising from the occupation of the said premises by the Lessee and the Lessee shall make no claim in respect thereof.
16. The Lessee agrees with the Lessor to abide by the terms and conditions of the lease deed and shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance to the Lessor by him or any person claiming by or through or under them.
17. If the Lessee shall be desirous of extending the lease of the said premises after the expiration of the term hereby granted, it will give a notice in writing to the Lessor not less than one month before the expiration of the term hereby granted to the Lessor. Thereupon the Lessor may renew the lease for a further period of three years in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal provided that such revision shall be with 15% increase in rent (i.e. @ 5% per annum) of the last rent paid at the time of such revision. However, it is agreed condition that if no such mutual agreement is reached the Lessee shall vacate the premises on the expiry of the time of lease deed. Only extension(s) of maximum duration of years each may be considered and the Lessee shall have to vacate the premises after a total period of years.
18. That in case of default in payment of the lease amount for the maximum period of three (3) months, this agreement can be automatically terminated by the Lessor, the Lessee shall have to vacate the premises immediately. However, the Lessor shall have the right to recover the said unpaid lease amount payable to the Lessor under due process of law. No claim whatsoever will be entertained.
19. Any notice to be made or given to the Lessor under these presents or in connection with the said premises shall be considered as duly given if sent by the Lessee through the post by registered letter/speed post addressed to the officer who signs this agreement on behalf of Lessor and a copy to the Head of BSNL Field Unit/circle concerned and any notice given to the Lessee shall be considered as duly given if sent by the Lessor through the post by registered letter/speed post addressed to the Lessee at their last known place of abode. Any demand or notice sent by the registered post in either case shall be assumed to have been delivered in the usual course of Post.
20. Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CGM/CHTD), for referral of such disputes to a sole arbitrator (chosen by the lessee from the panel list of BSNL Empanelled Arbitrators), as per the provisions of the Arbitration and Conciliation Act 1996, any amendment thereof and any notification issued or rules made there under from time to time.

In the event of any dispute or difference relating to the interpretation and application of the

provisions of this EOI where the lessee is a Central Public Sector Enterprise (CPSE)/ Port Trust or Government Department/ Organization (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The venue of the arbitration proceeding shall be _____ (New Delhi or Circle/SSA HQ, as the case may be)

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such cost or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

21. That in case of any dispute with regard to this LEASE AGREEMENT, the same shall be subject to the jurisdiction of Courts at **Chennai** (*i.e. Place/ circle where agreement is signed*) and Indian Law shall be applicable. However during the pendency of the dispute, "the Lessee shall not stop payment of rent and other CHARGES if it is in possession of the demise premises and other terms shall also continue to apply."
22. In the event of Lessee committing any breach of terms & conditions herein contained and Lessee has not rectified the said breach within 30 days, after the same has been brought to their notice by the Lessor, the Lessor shall be at liberty to terminate the agreement by giving one month's notice in writing terminating the lease & upon expiring of such notice Lessee shall stand terminated.
23. That the Lessee shall abide by all laws, byelaws, rules & regulations of government or local authority. The Lessee shall not use the premises for the things/ business which is prohibited by any law of land. The Lessee shall not or attempt to do so or cause or suffer to be done anything which may or is likely to jeopardize or prejudice to the interest of the Lessor. In event of default being committed, the Lessee undertakes to exclusively own such liability & responsibility & shall keep the Lessor fully holding & indemnified in respect of such liability.
24. That the Lessor and their agents, employees shall be entitled to visit & inspect the said premises or any part thereof, at all reasonable times for the purpose of either viewing the conditions of said demised premises or otherwise. The Lessee shall not hinder or obstruct any such visitor from visiting the said premises or any part thereof.
25. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.
26. Upon the termination or earlier determination of this agreement, in the event of the Lessee failing to remove the employees/representative, his belonging, furniture & fixtures etc& hand over the vacant and peaceful possession thereof to the Lessor, it is agreed that Lessee shall pay to all Lessor mesne profit of Rs 1000/- per day in addition to the monthly rent payable, without prejudice to other rightful remedy, from the date of such default until such time of the Lessee have removed their articles, belonging, fixture, effects, employee etc. from said premises and handed over peaceful possession of these to the Lessor. The said mesne profit in case not paid regularly will be adjusted / deducted from the security deposit lodged with the Lessor. The payment of mesne profit however does not absolve the Lessee to their obligations to vacate the premises on the expiry or termination of this agreement.

THE SCHEDULE 'A' REFERRED TO ABOVE

The lease hold land/premises include Boundary wall measuring more or less acres of vacant land as described in the site plan annexed herewith shall do form part of the Lease Agreement as per schedule below:

.....
.....
.....
.....

with boundaries of the compound described herein below:

North -

South -

East -

West -

along with all rights and privileges of land lord regarding use of the vacant land

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of structures and fixtures .

IN WITNESS WHEREOF THE OFFICIAL SEAL OF

..... .. has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the Lessee on the day and year first above written by
..... ..

Signed for and on behalf of Bharat Sanchar Nigam Limited	Signed for and on behalf of _____
Name:	Name:
Designation:	Designation:
	(In case Lessee is a company) Having authority to sign on behalf of the Lessee Vide resolution dated of)

Date:

Place:

Witnesses:

1.

2.

Note:- Portions which are not applicable may be scored off at the time of filling up of the Standard Lease Agreement (SLA) format.

SECTION - X
PRICE SCHEDULE - FINANCIAL BID

To
The Chief General Manager
BSNL-CHTD, Chennai-600010

Sir,

With reference to the EOI no. _____ dated _____, we, _____
I/We offer the following price to take the said premises of BSNL on lease basis in accordance with the terms and conditions mentioned therein, as under:

SI No	Location	Total land area available (in Acres)	Quoted Rate Per acre per month	Total Monthly rent Col (3) x Col (4)	Likely usage of the rented space	Initial lease Period
1	2	3	4	5	6	7
1	Ennore wireless station	30.77				3 Years
2	Kallikuppam wireless station	24.25				3 Years
3	Maraimalai nagar RTTC Compound	16.85				3 Years
4	Vyasar Nagar Staff Quarters	6.00				3 Years
5	Tirumudivakkam	0.90				10 Years
6	Sriperumpudur IT park	0.65				10 Years
7	Irungattukottai	0.50				10 Years

Sl No	Location	Total land area available (in Acres)	Quoted Rate Per acre per month	Total Monthly rent Col (3) x Col (4)	Likely usage of the rented space	Initial Lease Period
1	2	3	4	5	6	7
8	Kannigaipair	0.40				10 Years
9	DTO - Madhavaram	0.26				10 Years

Yours Faithfully

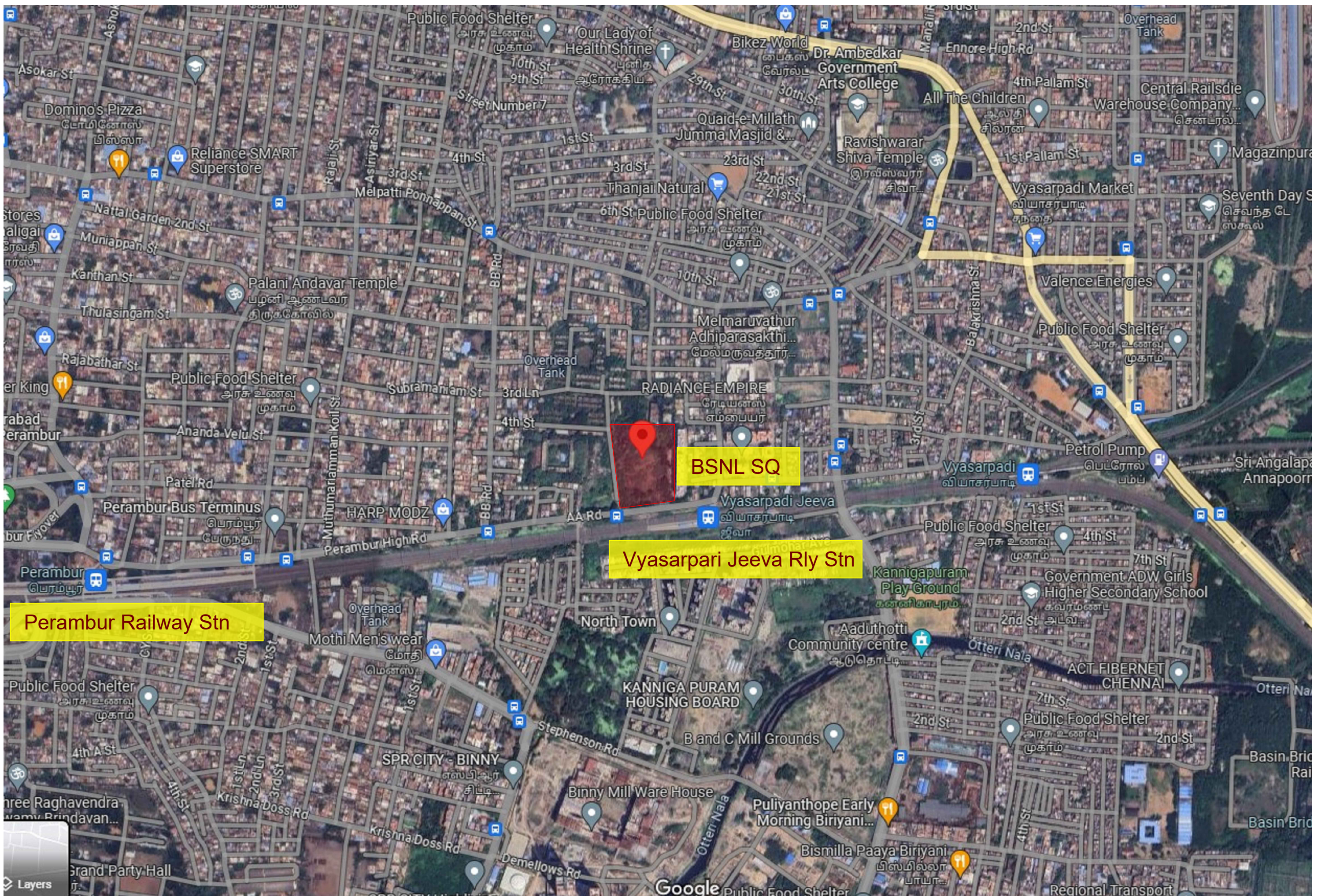
Signature

of the Authorized Signatory of the Bidder with seal

- i. Amount to be mentioned clearly in Indian form of international numerals.
- ii. No corrections/alterations are permitted while mentioning the amount.
- iii. Quoted rate should be written in both figures and words. If there is any difference between figures and words, the words will prevail.
- iv. Bids will be accepted based on the highest monthly rent offered for each land (Column 5). In case of multiple bids are received with same rent, BSNL reserves the right to allot the land in the best interest of BSNL.



Maraimalai Nagar RTTC Compound	12.7817626, 80.0309770
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Vyasarpadi Staff Quarters 13.1101920, 80.2556305



Ennore wireless station 13.1733344, 80.3104282



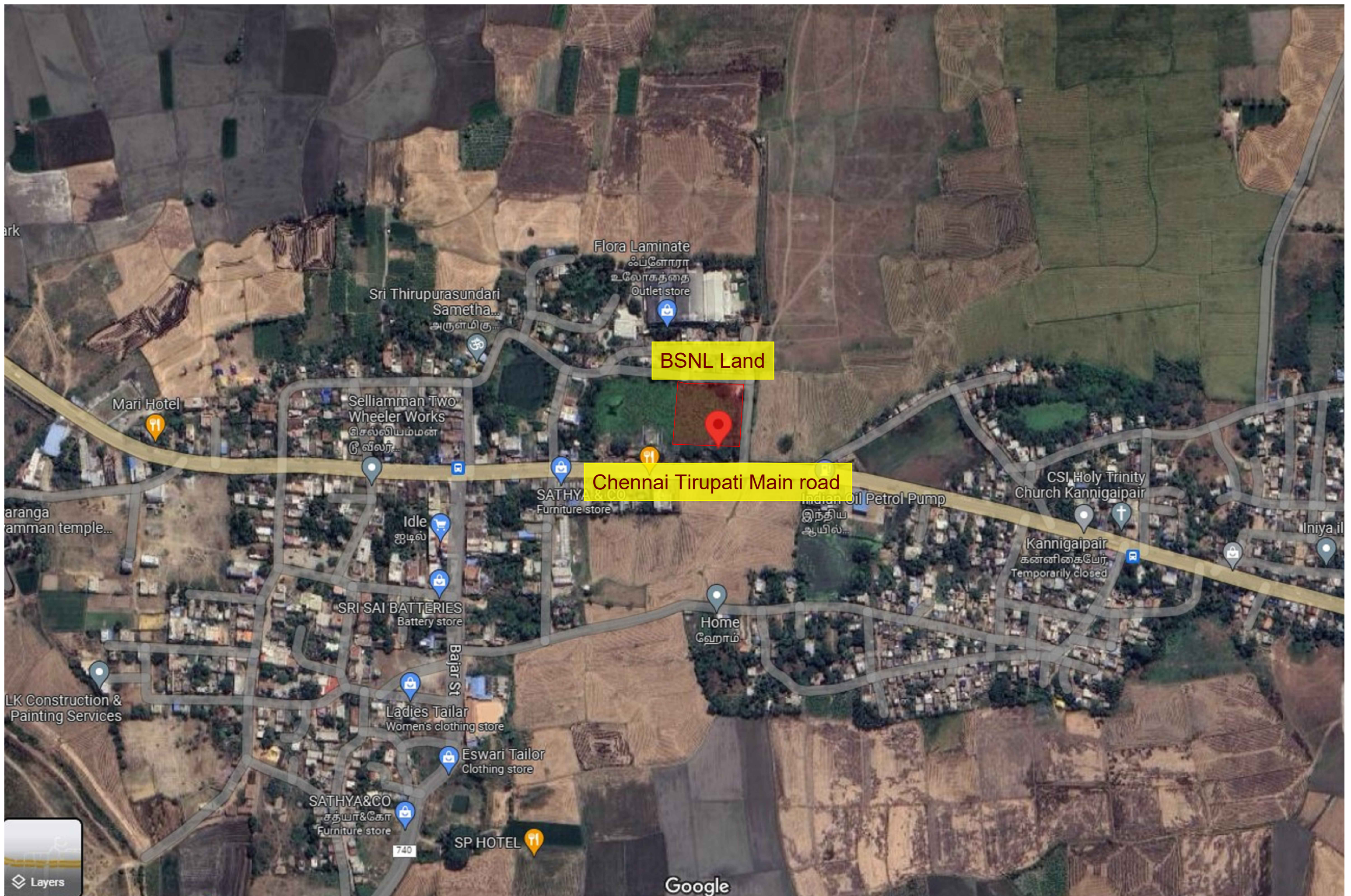
Kallikuppam Wireless Station 13.1278727, 80.1661938



Sriperumpudur BSNL Land, Mambakkam, Behind Saint Gobain 12.9274559, 79.9120110



Tirumudivakkam BSNL Land 12.9742502, 80.0913492



Kannigaipair BSNL Land 13.2746867, 80.0971707



Irungattukottai BSNL Land 13.0000346, 80.0136279



DTO -Madhavaram Land 13.125435, 80.242324