



# BSNL

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EXPRESSION OF INTEREST (EOI) FOR  
ACQUISITION OF LANDS ON LEASE FOR  
ERECTION OF BSNL MOBILE TOWER  
UNDER 4G SATURATION PROJECT IN  
BSNL DHANBAD BA

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**PLANNING CELL**, o/o THE GMBA, DHANBAD  
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Tel. N. :91-326 - 2220114, Fax : 2220061  
Web Site :www.jharkhand.bsnl.co.in  
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**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

## SECTION-1

### Detailed NOTICE INVITING EXPRESSION OF INTEREST

On behalf of General Manager (Telecom), Bharat Sanchar Nigam Limited, Dhanbad Business Area, Expression of Interest is hereby invited from interested owners having necessary certificates from concerned government authorities for “**ACQUISITION OF LANDS ON LEASE FOR ERECTION OF BSNL MOBILE TOWER UNDER 4G SATURATION PROJECT IN BSNL DHANBAD BA**” .

The particulars of the EOI are as follows –

1.	<b>Name of the work</b>	<b>Acquisition of Lands on Lease For Erection of BSNL Mobile Tower Under 4G Saturation Project in Dumka OA BSNL Dhanbad BA</b>
2.	<b>Availability of EOI document</b>	On the website of BSNL Jharkhand <a href="http://www.jharkhand.bsnl.co.in/">http://www.jharkhand.bsnl.co.in/</a>
3.	<b>Last date of submission of EOI</b>	<b>04.03.2024 up-to 5.00 PM</b>
4.	<b>Date of opening of EOIs (only Technical bids)</b>	<b>05.03.2024 at 12.00 PM</b>
5.	<b>Place of submission/ opening of EOIs</b>	Chamber of the DGM (Operation), Dumka OA, TDM Office, Near Dumka Bus-Stand, PIN : 814101
6.	<b>Mode of submission of EOI documents</b>	May be submitted by hand or through Post/Courier so as to reach before the due date & time. (Note:- Bid Received after due date & time shall not be entertained)
7.	<b>Contact No.</b>	DE, Dumka: 9431130600 (for Dumka, Pakur, Sahebganj) DE, Deoghar: 9431102777 (Godda, Jamtara, Deoghar, Madhupur) DGM (Operation), Dumka : 9471204914 DE (NWP), O/o the GMBA, Dhanbad 0326-2281006
8.	<b>Email ID</b>	<a href="mailto:deplgdnb@gmail.com">deplgdnb@gmail.com</a> , <a href="mailto:dgmop.dmk@gmail.com">dgmop.dmk@gmail.com</a>

1. Complete EOI document is available on the website of BSNL Jharkhand i.e. <http://www.jharkhand.bsnl.co.in/> the same can be downloaded.
2. The BSNL shall not be liable for any postal delays whatsoever in receipt of EOI documents and EOI received after the stipulated date & time shall not be entertained.
3. Brokers shall not be eligible.
4. The BSNL reserves the right to have negotiations with any or all, accept or reject any or all of the EOIs received or annul this process at any time without assigning any reason whatsoever.

5. **The bidder must not be the relative of any officer/ official working in BSNL.**
6. The bidder must have a valid PAN & Aadhaar in India.
7. **Opening of Bids:** The bids shall be opened in the chamber of the DGM (Operation), Dumka OA at the scheduled date and time.
8. In case the date of opening of bid is declared to be a holiday, the date of opening of bid will get shifted automatically to next working day at the same scheduled time and place.
9. Incomplete, ambiguous & conditional bids are liable to be rejected. All documents must be self attested.
10. BSNL shall have the right to share the infrastructure available at the site with other Telecom Service Provider without any consent of the owner/applicant.

#### 11. CRITERIA FOR SELECTION OF LAND

- a. For the purpose of erection of BSNL Mobile Tower Under 4G Saturation Project in BSNL Dhanbad BA, BSNL requires 200 sqm (14.14 meter x 14.14 meter) of encroachment free, freehold land.
- b. The Lease period shall be 35 years and the rent payable by BSNL shall be subject to an escalation of 10% after every 5 years.
- c. Land should be nearest to the population area
- d. Availability of access from road.
- e. Ease of laying optical fiber up to the site.
- f. Layout of land (Supported by suitable layout diagram)
- g. The land shall be free from any legal dispute as on date.
- h. The Statutory Compliance of the property approved by local authority, Completion/Occupancy Certificate, applicable NOCs, as required by concerned authority should be available.
- i. The offered land is registered and mutated in the name of the applicant. In case of ancestral property (i) Will of ancestor (ii) Deed of apportionment duly registered before Judicial Magistrate First Class in the name of the applicant (iii) Vansavali by Gram pradhan and affidavit witnessed by co-sharers
- j. The offered land has a clear Title and there is no dispute of any kind on this land and/or premises offered through EOI.
- k. The land is free from all kind of encumbrances. If land is known to be disputed in later stage, the expenditure of all kinds incurred by BSNL on the Land , shall be recovered in accordance with law from the person, with whom BSNL entered into agreement.
- l. The property should be Freehold
- m. Indemnity bond

**NOTE: The above criteria is tentative, BSNL may look into other criteria as per need for meeting its requirement and as per convenience of work.**

**12. List of Village for ACQUISITION OF LANDS ON LEASE are as follows**

<b>Sl.No.</b>	<b>District</b>	<b>Subdistrict</b>	<b>Village Name</b>
1	Godda	Boriajor	Dhunigora
2	Sahebganj	Taljhari	Dobtokri Sonda
3	Sahebganj	Mandro	Amjhor
4	Sahebganj	Mandro	Cheokola

DE (NWP)  
O/o the GM (BA), BSNL, Dhanbad  
Contact No. : 0326-2281001/2/6  
Email: deplgdnb@gmail.com

Copy for information and necessary action to:

1. The CGMT, JTC, Ranchi for information please
2. The GM (CM), O/o the CGMT, JTC, Ranchi
3. The DGM (Operation), Dumka OA
4. The AGM (IT), O/o the CGMT, JTC, Ranchi - for uploading on the website BSNL Jharkhand

-s/d-  
DE (NWP)  
O/o the GM (BA), BSNL, Dhanbad  
Contact No. : 0326-2281001/2/6  
Email: deplgdnb@gmail.com

**SECTION-2****EOI INFORMATION****1. INSTRUCTIONS TO THE APPLICANTS / BIDDERS**

Submission of EOI:-

The EOI is to be submitted in two (2) separate sealed envelopes and both the envelopes are to be placed in another bigger envelope. This outer envelope is to be super-scribed as **“EXPRESSION OF INTEREST FOR ACQUISITION OF LANDS ON LEASE FOR ERECTION OF BSNL MOBILE TOWER UNDER 4G SATURATION PROJECT IN BSNL DHANBAD BA ”** and it should be duly sealed and delivered at the following address on or before the scheduled date and time i.e. **04.03.2024 up to 05.00 PM**

**2. Contents of Envelope–I – Super-scribed as “Technical Envelope for ..... (Name of site), under ..... (Name of Block) of ..... (name of district)**

- a) No Near Relative Certificate (ANNEXURE-I)
- b) Brief profile of the applicant/owner of the land (ANNEXURE-II)
- c) Complete EOI document as downloaded from website, Corrigendum/Addendum, if any, duly filled-in, signed on each page by applicant (**Technical part will be treated as Incomplete without this**).
- d) Copy of Power of Attorney (PoA), duly attested by Notary Public, authorizing the person who signs & submits the EOI.
- e) Copy of documentary proof of mutation of land along with land diagram
- f) In case of ancestral property (i) Will of ancestor (ii) Deed of apportionment duly registered before Judicial Magistrate First Class in the name of the applicant (iii) Vansavali by Gram pradhan and affidavit witnessed by co-sharers.
- g) E-payment details as per ANNEXURE-V
- h) E-payment details as per ANNEXURE-V
- i) Checklist of documents as per ANNEXURE-VI

**3. Contents of Envelope–II – super-scribed as “Financial Envelope”**

**The duly filled in price bid (please see ANNEXURE-IV) is to be placed in this envelope only.**

**4. Other general instructions:-**

- i. The EOIs received after the due date and time shall not be considered and shall be returned to the applicant unopened.
- ii. BSNL shall not be responsible for any postal or other delays and applicant should take care to ensure the submission of EOI(s) at above-mentioned place before due date and time.
- iii. All alterations, erasure(s) and/or over-writing(s), if any, should be duly authenticated by the person signing the EOI.
- iv. All Proforma forming part of EOI documents has to be duly filled-in, signed and stamped by the applicant.
- v. An applicant can submit EOI for any number of lands, but each EOI must be in a separate sealed envelope containing sealed “Technical Envelope” and “Financial Envelope” therein as well as accompanied.

- vi. Applicant who has any query about this proposal may send their queries to e-mail address [deplgdnb@gmail.com](mailto:deplgdnb@gmail.com)
- vii. Opening of EOIs: The sealed offers / EOIs (only Technical bids) will be opened on **05.03.2024 at 12.00 PM in the Chamber of DGM (Operation), Dumka OA.**
5. If the applicants wish to remain present during said opening of sealed offers, the applicants in person or their authorized representatives may attend the same.
  6. Legal Due-diligence of land/ land with building/ built-up floor(s) offered for sale may be done by the BSNL.
  7. Title Deed and/or such other property documents (conferring clear & absolute Ownership, free from any encumbrances) in respect of the land/ land with building/ built-up floor(s) offered through EOI and Completion/Occupancy Certificate, Fire NOC etc. all applicable statutory clearances in case of land with building/ built-up floor(s) on offer shall be mandatory.
  8. The applicant/owner(s) is/are required to clarify the observations raised by any agency/ individual carrying out legal Due-diligence on behalf of the BSNL within specified time failing which their bid may be rejected.
  9. The rates offered by the applicant/owner(s) shall initially remain valid for a minimum period of 180 days from the date of opening of the EOIs. The validity of offers may also require extension of time with the consent of the applicant/owner(s).
  10. Mere submission of offers/ EOIs will not be treated as acceptance/ selection of the offer. The suitable land will be selected based on detailed analysis and technical evaluation to be decided by a committee appointed by the competent authority by considering various factors including those mentioned in the schedule of requirement. The decision of the committee for finalization of the land shall be final.
  11. In the first stage, technical evaluation of the bids received shall be carried out by the committee. Thereafter, financial bid of only the technically qualified bidders/ owners shall be opened.
  12. The offer shall be made to the technically qualified bidder/owner who has quoted the lowest rate as per Price Schedule provided in this document at ANNEXURE-V
  13. Further, the applicants may note that the BSNL is not bound to lease in any of the land/ land with building/ built-up floor(s) from the shortlisted offers. BSNL shall have the right to accept/reject any or all bids.
  14. The bid of the applicant/owner(s) along with EOI shall be liable for rejection in the following events & reasons:
    - (a) If the applicant/owner(s) fail to get Title Deed/ property ownership related other statutory documents, No Objection Certificate (NOC), Completion/Occupancy Certificate etc. (as applicable in case of land/ land with building/ built-up floors), if any, from the respective local bodies or the concerned statutory authority in respect of transfer of license/development rights etc., whatsoever in favour of BSNL within stipulated period.
    - (b) If the applicant/owner(s) increases the quoted rates during negotiations or at any stage.
    - (c) If the Title of property is defective & the applicant/owner(s) fails to rectify the defect/ anomaly (ies) pointed out by the BSNL, within provided time.
    - (e) If the applicant/owner(s) after submission of EOI imposes Condition(s), such Conditional offers are not acceptable.
    - (f) Non-fulfillment of any or all of the conditions by the applicant/owner(s).

15. If group of individuals/companies own the Property offered by EOI, then an authorization letter in favour of the persons signing on behalf of a company/ an individual must accompany the EOI. In case only one person is signing on behalf of all the companies/individual then all such companies/individual shall issue an authorization letter in favour of person signing the EOI dully attested by Notary Public.
16. The BSNL reserves the right to negotiate (through single or multiple rounds of negotiations) the price/rate with any or short-listed or all the intending applicant(s).
17. Conditional bids shall be rejected.
18. Canvassing in any form will automatically disqualify the respective offer/EOI submitted.



**SECTION-3****GENERAL TERMS AND CONDITIONS****1. Procedure for Selection of properties:-**

a. BSNL shall open & scrutinize the EOIs submitted by the applicant/ intending Developers/ Property Owner(s)/ authorised representative taking into consideration the selection criteria.

b. The representatives of BSNL may visit the site for physical verification, location & observe the status of land/ land with building/ built-up floor(s) as well as whole area/building. BSNL subsequently may carry out Due Diligence or other verifications for its satisfaction, for which all assistance shall have to be provided by the applicant/owner(s) including ownership documents and chain of Title documents.

**c. The application(s) not accompanied by the documents as per the Check-list [Annexure-VI] duly filled-in, stamped & signed, may be rejected.**

**d. The BSNL reserves the right to accept or reject any or all the applications, or negotiate for reduction in the quoted price with any or all the applicants or annul this process at any time without assigning any reason for whatsoever reasons. The decision of BSNL in this matter shall be final & binding on all the applicants.**

e. BSNL shall issue LOI in the name of applicant/owner(s) on approval of the proposal by the suitable Committee appointed by the GMBA, Dhanbad.

2. Subsequently a Lease Agreement **(as per format given in ANNEXURE-III)** shall be executed on fulfillment of all required conditions such as all required Statutory and Legal Compliances to the best satisfaction of the BSNL.

3. All the pending dues prior to lease in will be borne by the owner(s) of selected Property.

**4. TERMS & CONDITIONS OF PAYMENT**

a. BSNL will make rent payment to the Property owner(s) based upon agreed price.

b. Payment will be released only after satisfaction of the BSNL regarding both legal and statutory compliances as detailed here.

c. BSNL shall release payment only through NEFT/RTGS mode.

5. The BSNL will not pay any brokerage to any person/Agent/Real Estate consultant for the proposed transaction/deal.

6. The BSNL shall have the right to share the leased infrastructure with any other telecom operator as per need of BSNL.

**7. ARBITRATION**

a) In the event of any question, dispute or difference arising under this agreement or in connection there- with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the arbitrator. **The arbitrator shall be appointed by the Chief General Manager, Jharkhand Telecom Circle, BSNL** Ranchi, in case the CGM is named as an authority to nominate arbitrator in the agreement/contract, from among the officers having relevant expertise/ experience in the panel. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the **Chief General Manager, Jharkhand Telecom Circle, BSNL**, Ranchi or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c) The venue of arbitration shall be decided by the Chief General Manager, Jharkhand Telecom Circle, BSNL, Ranchi and/or BA HQ or the office of the Arbitrator situated at Ranchi or at the respective BA HQ, as the case may be.

#### **8. COURT JURISDICTION**

- i) Any dispute arising out of the EOI document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at Dhanbad only.

**ANNEXURE-I**

**NO NEAR-RELATIONSHIP CERTIFICATE**

(This declaration is to be signed by the owner in respect of status of employment of his/ her near relation in BSNL on non-judicial stamp paper of Rs 20.)

The format of the certificate to be given is

"I.....S/o.....r/o.....

hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. 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."

Signature of the owner  
with date

**ANNEXURE-II**  
**BIDDER'S/OWNER'S PROFILE**  
(To be filled in by the bidder)

Paste the latest  
passport size  
photograph of the  
bidder

**A) Bidder's/ Owner's Profile**

1. Name of the Individual/ Firm:

2. Present/ Full Correspondence Address

.....  
.....  
.....PIN .....

Telephone No. .... Mobile No (mandatory).....

Email ID (mandatory).....

3. Address of place of Land/Property being offered (Full address)

.....  
.....PIN.....

Telephone No. .... Mobile No. (mandatory) .....

4. Permanent Account No. :.....

5. AADHAAR Card No. :.....

6. Details of the Bidder's Bank for effecting e-payments:

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

## ANNEXURE-III

STANDARD LEASE AGREEMENT (SLA) FOR USE IN BSNL

An agreement made THIS .....DAY .....of 20.....  
 between Shri ..... Son/Wife of .....  
 Address.....  
 Hereinafter Called THE Lessor ( Which expression shall include its successors, assings, administrators, liquidators, and receivers, wherever the context of meaning shall so require or permit) of the one part

AND

the Bharat Sanchar Nigam Limited ,A Government company incorporated under Companies ACT 1956 and having its registered office at 6<sup>TH</sup> Floor A WING STATEMENT HOUSE 12 BARAKHAMBA ROAD, New Delhi 110001 and having Office of the GM, BSNL, Dhanbad BA, CTO Building, Hirapur, Dhanbad, Jharkhand , PIN : 826001 (hereinafter referred as BSNL or '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.

AND WHEREAS the Lessor is the absolute owner and in the sole and exclusive possession of a land measuring **200 square meter** as mentioned in the "A" annexed hereto and that the Lessor has further represented that the said piece of land is free from all encumbrances ,mortgages, charges, lie, claims, suits/cases reasonable doubts.

THE LESSOR further represented that being absolute owner having good title over the said land he/she/it is having all rights to deal with the said land/premises including the right to dispose it off by way of lease. AND WHEREAS the lessee is a leading telecom Service provider of the Country and in need of various pieces of land(s) to set up Towers, Shelters, DG Sets, Battery bank ,Power plant ,Cellular GSM or CDMA/Microwave antenna and other related equipment s.

AND WHEREAS the Lessee is desirous of taking on lease the said land/premises from the Lessor to set up ,install and operate telecommunication infrastructure including structures of permanent nature such as towers, shelters ,DG sets, battery bank, power plant, cellular GSM or CDMA/Microwave antenna and other related equipments required for the Lessee's Business and operations.

AND WHEREAS the lessor has agreed to give on lease to the lessee the said piece of land/premises for period of 35(thirty five) years (hereinafter the Lease Period extendable for two tenure of 5 (five) years each on the terms and conditions as entered in this deed at the option of lease (hereinafter called the Extended Tenors") and the Lessee has agreed to take the Lessor, the said premises on lease on the terms and conditions as hereinafter set forth.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS, TERMS CONDITION AND UNDERSTANDING WITH THE INTENT TO BE LEGALLY BOUND THEREBY THE PARTIES HEREBY REPRESENT AND AGREE AS FOLLOWS:

1. A. Where the context so require, word imparting the singular only shall also mean and include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.
- B. In Consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and the lessee agrees to take on lease the land, hereditaments and premises known as ..... together with all building and erections, fixtures and fittings, fences, hedges, ways, water, liberties, easements and appurtenances whatsoever belonging to the said land (hereinafter called THE SAID PREMISES) more particularly described in SCHEDULE "A"

2. The Lease shall commence/shall be deemed to have been commence on the ..... day of ..... two thousand ..... and shall, subject to the terms hereof ,continue for a term of 35 year(s) with an option to extend the period of lease for a further term as set out in clause 17 hereof read in conjunction with objects stated hereinabove.
3. The Lessee shall subject to the terms hereof ,pay monthly rent for the said premises at the rate of Rs...../- per month, which shall be deemed to be inclusive of maintenance and all the taxes payable to municipal or other local bodies . However the TDS applicable if any shall be deducted by the Lessee from the monthly rent. 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 fraction of the current month up to the date of such determination. The monthly rent agreed hereby shall remain fixed for a term of first five year from the date of commencement of the lease and shall be enhanced **at the rate of 10% every 5 years.**
4. The B.S.N.L shall be entitled to use the said premises for any lawful, which is not detrimental to the interest of the lessor. The lessor shall have no objection for cutting of trees existing in the premises if required for purpose of providing infrastructure. The lessor shall sign all the necessary documents for obtaining permission of cutting/shifting of trees from concerned Government department/authorities. The Lessor shall have no objection for conversion of land use from agricultural to commercial. The lessor shall sign all the necessary documents for obtaining permission for the conversion from concerned Government/authorities.
5. The B.S.N.L shall have the right to share/sublet the whole or any part or parts of the said land premises during the period of the lease including any extension thereof. The Lessee shall be responsible for the full payment of rent.
6. That the LESSOR shall pay all the rates or taxes, house/property tax, other charges, assessments and outgoing imposed or payable to the municipal Council or Government or any other local authority in respect of the said Land/Premises. In case the authorities increase the taxes or impose any new taxes at any later date, additional taxes would be borne by the LESSEE. That if the Lessor fails to pay any of the taxes, Cesses, charges or government dues, levies, any fee etc. in respect of the said Land/Premises imposed by any statutory authority on the date of this agreement the lessee may pay, discharge the same after notifying the same to the Lessor and the lessee will set-off the same from the rent/fee payable to the Lessor under this agreement.
7. The Lessor immediately after signing of this Deed shall deliver the vacant possession of the said land/premises to the authorized representative of the Lessee to make requisite technical investigation, soil investigation etc. And erect/construct/establish/install infrastructure/equipments including but not limited to towers, shelters, DG sets, Battery banks, power plants, cellular GSM or CDMA/Microwave antenna and other related equipments (hereinafter called the “installed Equipment” more particularly defined in SCHEDULE “B” )
8. The Lessee shall get their own commercial power connection installed at the Land/Premises exclusively to be used by the Lessee. The Lessor shall sign as and when required all the necessary documents like no objection certificate or such other documents as may be required by Lessee to apply for obtain or install the power supply connection. For the aforesaid purpose, the Lessor shall allow the employee/workers of the concerned electricity authorities or any other agency to carry out the work of installation of the electric meters or any other necessary equipment ,such as generator and antenna etc.

(more particularly defined in SCHEDULE "B") at such place in the premises which are technically necessary. The Lessee shall have the right to install necessary cables, wires and equipment for the purpose of transmitting the power supply from meters to its installed Equipment (more particularly defined in SCHEDULE "B"). Any previous outstanding electricity arrears, if any regarding the said Land/Premises shall be cleared by the Lessor at his expense otherwise the Lessee shall be at a liberty to pay on behalf of the Lessor and deduct the same from the subsequent monthly rent payable to the Lessor.

9. The access of the Lessee and /or its representative, security guards, technicians and any other person authorized by the Lessee shall not be restricted or hindered by the Lessor at any point of time during the Lease period. The Lessee and its authorized representatives, security guards, technicians or any other person authorized by the Lessee shall have 24x7 hours unrestricted and unfettered right to to access the said Land/premises and especially to their operations areas at all time. The Lessee shall have the right to post security guards at the said premises round the clock for the protection of its installed and other related equipments.

The Lessee hereby covenants with Lessor as follows:-

a. To keep the said land/Premises in proper condition, preserve the same in good condition. Neither the Lessee nor the Lessor shall be responsible for any damage caused to the premises by any force majeure events including war, acts of god, natural calamities, etc.

b. To deliver vacant and peaceful possession of the land/Premises to the Lessor on the expiration (renewal periods included) or sooner determination of the term of this lease together with the Lessor's fixtures and fittings, if any, subject to natural/normal wear and tear.

c. The Lessee may terminate this lease, should the necessary government approvals are not granted to them and in such an event the Lessee shall pay to the Lessor the unpaid rent for the period from the commencement date of this Lease Deed up to the date of such termination.

10. The lessor hereby covenants with the Lessee as follows:-

The Lessor shall pay all present and future property taxes, rates, impositions, cesses, duties, charges, levies, fine, penalties and outgoing including municipal taxes, house tax or any other taxes levied by the municipal or other Government Authorities from time to time in respect of the said Land/Premises and the Lessee shall not be responsible for the same.

a. The lessor shall not during the term of this lease install, cause, or allow to be installed on the premises or any other part of the building any communication facilities/equipment the placement or operation of which, in the judgement of the Lessee, may interfere with the working of the Lessee's installed Equipment. The Lessor shall not rent out or given on Lease and/or License or give possession of any remaining portion of the premises to any one engaged in a similar business, without obtaining the prior written approval of the Lessee.

b. The Lessee shall have the right to carry out all additions and alterations and renovations to the premises or any part thereof at its own cost without seeking prior approval of the Lessor.

c. The Lessee shall have the liberty to make any additions or alterations in the said Land/Premises for erecting temporary enclosures, cabins or partitions and install false ceiling, air conditioners, coolers, exhaust fans, office, generators and other conveniences more particularly defined in SCHEDULE "B".

11. That the LESSEE shall pay all charges in respect of electric power, light used in the Said Land/Premises in accordance with the meters installed therein during the currency of this agreement against bills raised by the appropriate authorities beginning from the date of taking over the demised possession of the said premises.

12. The responsibility of registration/documentation of this indenture would be that the lessor and all expenses in that regard would be borne by the Lessor/landlord. The registration of this agreement should be got done by the owner within a period of one month from the date it is signed. One copy of the registered documents would be supplied by lessor to the Lessee within 15 days of the registration thereof. In case the Lessor fails to act as aforesaid the Lessee may get deed registered at the expense of the Lessor. The stamp duty, registration charges if any paid by the Lessee in this regard shall be recovered by the Lessee in three installments from the rent/fee payable to the lessor under the agreement. The Lessor represents and warrant that he/she are the absolute owner(s) of the premises and is/are fully empowered and authorized and able to execute this lease deed and that he/she/they will hold the lessee free and harmless of any demands, claims, actions or proceedings by other in respect of quiet possession of the premises.

13. The Lessor have full power, good title and absolute right to grant and demise this lease in respect of the demised premises to the lessee as aforesaid and shall keep the lessee indemnified in all from and against all or any defect in the title of the Lessor and /or any non compliance of the municipal or other statutory rules, orders, byelaws and regulations applicable for the construction and including the demised premises and also against any part or parts thereof and for non-compliance, if any, of all municipal or other regulations or orders from time to time and which are to be observed and complied with by the Lessor as owners of the said building.

14. The Lessee shall be released from paying any rent in respect of the whole or any such part of the said Land/Premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action, natural disaster and/or other cause, not within the control of the Lessee or acts of any Government or municipal Authority and in such case the Lessee will not be liable to pay rent for the period during which the said premises remain unusable or sealed by the authorities concerned or at its option the Lessee shall have power to terminate these present forthwith without prejudice of its right to remove works, fittings, fixture and machinery as installed under claused 7,8 and 10 ( C ) thereof.

15. The Lessee shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said Land/Premises or any amount of compensation in respect of the said premises other than rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

16. The Lessor agree with the Lessee that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on the Lessee's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by 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 will renew the lease for a period mutually agreed upon between the Lessee and the Lessor. In accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal. However it is agreed condition that if no such mutual agreement is reached, Lessee shall have the option of retaining the premises for a further period of one year commencing from the date of expiration of the term hereby granted on term & condition contained herein so that Lessee get reasonable time for making alternative arrangements.



18. BSNL shall have the right to share the infrastructure available at the site with other Telecom Service Provider without any consent of the owner/applicant.

19. The Lessee shall be entitled to terminate the lease at any time giving to the Lessor a three month advance notice in writing of its intention to do so.
20. Any notice to be made or given to lessee under these present or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the officer who sign this agreement on behalf of Lessee and a copy to the Head of B.S.N.L field unit/circle concerned and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor 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.
21. That if Lessor at any time during the period of this lease sells and/or transfer its lease hold rights in the demised premises as a whole or in part thereof to any person or more than one person then in that event the LESSEE shall attorn to such transferee or transfer on the same terms and conditions as are contained herein and this lease will in no way be effected it will be sufficient to notify the Lessee regarding the sale transfer effected.
22. That in case of any dispute with regard to this LEASE AGREEMENT the same shall be subject to the jurisdiction of Court mentioned at SCHEDULE "C" 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 demised premises and other shall also continue to apply.
23. PROVIDED ALWAYS and it is hereby expressly agreed that if at any time there shall arise any dispute, doubt, difference or question with regard to the interpretation or in respect of the right, duties, and liabilities of the parties here to or in any way touching or arising out of these presents or otherwise in relation to premises then every such dispute ,difference, doubt or question ( expect the decision whereof in herein expressly provided for ) shall be referred to the sole arbitration of the CGMT, Jharkhand Telecom Circle, BSNL, Ranchi or in charge of the work or any person appointed by him. It will be the term of agreement that either of the parties shall have no objection to any such appointment that the arbitrator so appointed is a B.S.N.L employee and that he had to deal with the matters to which the agreement relates in the course of this duties as B.S.N.L's employee. If the arbitrator so appointed is unable or unwilling to act or neglecting his work or is being transferred or resigns his appointment or vacate his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid by the said CGMT, Jharkhand Telecom Circle, BSNL, Ranchi. The person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Decision of the arbitrator shall be final binding on the parties to this deal. The provision of the Indian Act 1996 or any statutory modification or re-enactment thereof and rule made there under for the time being in force shall apply to such arbitration and his deed shall be deemed to be submission to arbitration within the meaning of said ACT"

The words "The venue of arbitration shall be at..... (i.e place of circle where agreement in signed/Circle).

24. Any term of this Deed may be changed; altered, omitted and/or new term may be added hereto with the mutual consent of the Parties hereto in writing.

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.

THIS SHCHEDULE "A" REFERED TO ABOVE under para 1B

This include open land having an area of about..... sq.mt and premises with boundaries herein below.....all that the..... the .....floor of the building known as ..... In the city of which building bear municipal No. .... and is situated on plot/and bearing Survey Nos..... and is bounded on or towards East by ..... on or towards west by .....along with all rights and privileges of land lord regarding use of corridors, lifts, stairs, parking spaces etc.

THE SCHEDULE "B" REFERRED TO ABOVE under para 7a,8 and 10 ( C )

Construction of 40 m tower, compound wall, security hut, DG set and other necessary structures for telecom equipment.

THE SCHEDULE "C" REFERRED TO ABOVE under Para21 Name of competent Court:

IN WITNESS WHEREOF THE OFFICIAL SEAL OF

..... Affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the lessee on th day and year first above writen by

For and behalf of lessee  
Circle/Field unit

In presence of witness (Signature)

- 1. ....
- 2. ....

And by the lessor presence of witness (Signature)

- 1. ....

(In case the lessor is a company  
Firm or society Address.....  
For and on behalf of .....  
Having authority to sign on behalf of the  
Lessor.....  
Vide resolution date.....  
Of .....  
Portions which are not applicable may be scored off at the time of filling up standard lease agreement (SLA) format.

**ANNEXURE-IV****PRICE SCHEDULE**

I/We have read and understood the EOI document for the work of **“Acquisition of Lands on Lease For Erection of BSNL Mobile Tower Under 4G Saturation Project in BSNL Dhanbad BA”** thoroughly and here by offer our price bid for the same as per the format given below.

..... (Name of Site) under .....(Name of Block) of .....(Name of District)

<b>Sl No.</b>	<b>Description of Work</b>	<b>Area of Land</b>	<b>*Rate/Unit Quoted by Bidder (in Rs per month)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
1	Acquisition of Lands on Lease For Erection of BSNL Mobile Tower Under 4G Saturation Project in BSNL Dhanbad BA	200 sqm (14.14 meter x 14.14 meter)	

**NOTE:**

- 1. The bidder should go through the EOI Document thoroughly before quoting rates**
- 2. The evaluation of L1 shall be done as per lowest value of D above.**
- 3. Price Bid should be submitted in a separate sealed envelope.**

## ANNEXURE-V

**AUTHORIZATION FOR PAYMENT OF SUPPLIERS/CONTRACTOR'S  
BILL THROUGH E-PAYMENT SCHEME**

**Paying Authority i.e. A.O(Cash) BSNL, O/o the GM (BA), Dhanbad will make payment on production of bill, subject to availability of fund under such head through E-payment scheme/ RTGS scheme after deduction of statutory taxes enforced.**

1.	Name of the company/firm	
2.	Address	
3.	Particulars of Bank Accounts:	
a.	Name of the Bank	
b.	Branch Name	
c.	Type of account	
d.	Ledger No./Folio no.	
e.	Name of Account Holder	
4.	Account number as appearing on the cheque book.	
a.	Branch code.	
b.	Address	
c.	Telephone number of the branch	
d.	Whether NEFT system available	
e.	Whether RTGs Enable branch	
f.	9-digit code number of the bank and the branch	
g.	Date of effect	

I hereby express my willingness to receive payment of the bills through RTGS scheme; I do authorize the Account officer (Cash), O/o the GM (BA), BSNL, Dhanbad to arrange to credit the payment of our bills through RTGS account given above.

I hereby declare that the particulars given above are correct and complete if the transaction is delayed or not effected at all for incomplete information, I would not hold BSNL responsible.

I hereby undertake that till we request a change the payment shall continue to be made in this account. I hereby agree to bear the RTGS charges in case the Bank levies such charges.

Date

Name &amp; signature

of the authorized signatory with seal.

Certified that the particulars furnished above are correct as per our records.

## ANNEXURE-VI

## CHECKLIST OF DOCUMENTS

S.N.	Description	Remarks
	<b>Bidder to agree</b>	<b>YES /NO</b>
i)	Self-attested PAN Card.	
ii)	Self-attested AADHAAR card	
iii)	NO NEAR RELATIVE DECLARATION (ANNEXURE-I)	
iv)	Bidder's/Owner's Profile (ANNEXURE-II)	
v)	STANDARD LEASE AGREEMENT (SLA) (ANNEXURE-III)	
vi)	E-Payment Details (ANNEXURE-V)	
vii)	EOI document in original, duly filled in and signed by bidder or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the bidder or his authorized representative.	
viii)	Scanned copy of Power of Attorney in the name of the person who has signed the bid and other eligibility documents.	
ix)	Land Mutation Papers	
x)	Will of Ancestor (if applicable)	
xi)	Deed of apportionment	
xii)	Indemnity bond	
	<b>Any other document submitted may be listed below</b>	