

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)



*WORK: - EXPRESSION OF INTEREST FOR DOCUMENT FOR OUTSOURCING
OF HOARDINGS IN BSNL PREMISES IN BSNL TELECOM CIRCLE*

.....

O/o,

BSNL,Telecom Circle

.....

Issued to:

Signature of Officer issuing the documents:

Designation:.....

Date of issue:.....

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(Name and designation of issuing authority)
BSNL

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

EOI NO -----

DATE:

SECTION-I

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

ISSUING OFFICE -----

DATE OF ISSUE -----

DUE DATE OF RECEIPT ----- [UP TO TIME 15.00 HOURS]

OPENING DATE OF BID ----- [TIME 15.30 HOURS]

Sealed Expression of Interest is invited on behalf of CMD BSNL, for Outsourcing of Hoardings in -----SSA/----- Telecom Circle BSNL, at select locations in BSNL Premises.

EARNEST MONEY in the form of deposit at Call receipt of a Scheduled bank/ Fixed Deposit receipt of a scheduled bank / Demand Draft drawn on Scheduled Bank will be Rs.----- /- (RUPEES -----).

Intending Bidders may obtain copy of the bid documents from the (official designation & address to be filled by circle head) on payment of Rs. (-----) (Rs ---- only), non-refundable, with effect from -----2012 up to -----2012 between ----- hrs and ----- hrs on working days. the payment will be accepted in the form of cash or crossed account payee demand draft, drawn on any scheduled bank in favour of the Accounts Officer (Cash), O/o ----- . For any clarification, please contact ----- (phone -----).

Intending bidders can also download the copy of the EOI document from the website www.bsnl..... The payment of Rs. -----/- (Rs. ----- only) non-refundable as cost of the EOI document is required to be made before or at the time of the submission of bid. The bid will be considered only if the cost of the EOI document has been paid as per detail given in the above para.

(Name and designation of issuing authority)
BSNL

SECTION II **INSTRUCTIONS TO BIDDERS**

1. INTRODUCTION

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

DEFINITIONS

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

2. ELIGIBLE BIDDERS

Only Licensed or registered Advertising agencies having experience in this field and having turnover of not less than Rs -----Lakh per year during last three years are eligible to participate.

3. COST OF BIDDING

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

4. BID DOCUMENTS

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

(a) Notice Inviting Expression of Interest	Section I
(b) Instructions to Bidders	Section II
(c) General Commercial Conditions of Contract	Section III
(d) Special conditions of Contract	Section IV
(e) Price Schedule	Section V
(f) Bid Form	Section VI
(g) Undertaking to handover new Hoardings at reserve price fixed by BSNL	Section VII
(h) Letter of authorization to attend bid opening	Section VIII
(i) List of Locations	Section IX
(j) Proforma for Declaration of near relatives	Section X
(k) Proforma for declaration by the Bidder	Section XI

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

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification in the Bid Documents shall notify BSNL in writing by Fax on No. ----- or e-mail to -----@----- BSNL shall respond in writing to any request for clarification of the Bid Documents, which it receives up to 3.00 PM of -----2011. Copies of the query (without identifying the source) and clarifications by BSNL shall be posted on the website www.bsnl.....

6. AMENDMENT OF BID DOCUMENTS

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

7. PREPARATION OF BIDS DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of three separate SEALED covers as detailed below:

- (i) The first SEALED envelop super-scribed thereon 'Bid submission, turnover, EMD and Cost of EOI document' and shall contain the following:
 - a) Bid Submission Form.
 - b) Copy of Licence /Registration as Advertising agency
 - c) Turnover of last three years for eligibility condition.
 - d) Earnest Money.
 - e) DD for Rs. ----- towards cost of EOI documents, if the document is downloaded from website.
- (ii) The second SEALED envelop super-scribed thereon 'Price Schedule' and shall contain the following:
 - a) Price Schedule as per format prescribed in Section V.
- (iii) Both the above envelops shall be placed in the third SEALED envelop which shall be super-scribed with the following data written on it:
 - a) Name of Expression of Interest.
 - b) Name of Bidder.
 - c) Last date of receipt of EOI document.

8. BID SUBMISSION FORM

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

9. BID PRICES

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

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

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

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

10. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS:

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

1. Power of Attorney authorizing person(s) to sign the bid documents.
2. Bid Form duly signed on all pages.
3. All other items prescribed to be enclosed along with the bid document.

11. EARNEST MONEY DEPOSIT

- i. The bidder shall furnish, as part of his bid, an earnest Money deposit [EMD] in favour of "Accounts Officer, Bharat Sanchar Nigam Ltd. (BSNL), ----- Telecom -----" in the form of deposit at Call receipt of a Scheduled bank/ Fixed Deposit receipt of a scheduled bank / Demand Draft drawn on Scheduled Bank for an amount of Rs.-----/- (Rupees ----- only).
- ii. A Bid not with EMD shall not be opened and shall be returned to the authorized person of bidder unopened if present at the time of opening or shall be sent by post to bidder at the address given by bidder.
- iii. The EMD of the unsuccessful bidder will be discharged / returned as promptly as possible.
- iv. The successful bidder's EMD will be part of the Security deposit amount to be deposited by the Bidder after the award of the Expression of Interest.
- v. The EMD shall be forfeited:
 - a) If a bidder withdraws or modifies his bid during the period of bid validity specified by the bidder on the Bid form as per clause 12,
 - OR
 - b) In the case of a successful bidder, if the bidder fails :
 - (i) To sign the contract in accordance with clause 25 Section II or
 - (ii) To furnish Security Deposit in accordance with clause 3 Section III.

12. PERIOD OF VALIDITY OF BIDS

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

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

13. DECLARATION OF NEAR RELATIVE WORKING IN BSNL

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

14. FORMAT AND SIGNING OF BID

- i. The bidder shall prepare one complete set containing EMD, Bid Form, and Price Schedule.
- ii. The Bid Form supplied by BSNL or downloaded from BSNL web site shall be used and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for unamended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly. Loose / Spiral bound submission shall be rejected outrightly.
- iii. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

15. PREPARATION OF BIDS, SEALING AND MARKING OF BIDS

- i. The bid form, complete in all respects, as indicated in the EOI documents should be kept in two sealed envelopes and these two covers shall be further placed in third envelop.

- ii. The envelopes should be either waxed sealed or adhesive tape sealed only.
- iii. The third sealed envelope shall be submitted to the BSNL at the following address:

O/o xxxxx

Bharat Sanchar Nigam Limited.
- iv. The sealed covers shall be dropped in the box provided in the O/o ----- latest by 15.00 Hrs on -----.
- v. **VENUE OF EOI OPENING:** Bids shall be opened at----- on ----- at 15.30 Hrs. If due to administrative reason the venue/date of Bid opening is changed it will be displayed prominently at the notice board of ----- of Bharat Sanchar Nigam office-----.

16. SUBMISSION OF BIDS

Bids must be received by the BSNL at the address specified under para14(iv) upto 15.00hrs. on -----.

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

17. LATE BIDS

Any bid received by BSNL after the deadline for submission of bids prescribed by the

BSNL shall be summarily rejected.

18. MODIFICATION AND WITHDRAWAL OF BIDS

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

19. BID OPENING AND EVALUATION OF BIDS BY BSNL

- i. The BSNL shall open the bids in the presence of bidders or their authorized representatives who choose to attend, at 15.30 Hrs on due date. The bidder's representatives who are present shall sign an attendance register. Authority letter to this effect shall be submitted to the BSNL authority by the

representative of the bidder to allow them to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VIII).**

- ii. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- iii. The Bidder's names, modifications, bid withdrawals and such other details as the BSNL may at its discretion, consider appropriate will be announced at the time of opening.
- iv. BSNL shall open the third envelop first which contains two envelops. Then, the envelop containing eligibility conditions, EMD, Cost of EOI document [in case EOI document is downloaded from web site of BSNL] shall be opened.
- v. If the Bidder has submitted EOI document cost, EMD and found eligible as per turnover requirement, then the second envelop containing financial bid shall be opened otherwise second envelop containing financial bid shall not be opened and the whole EOI documents shall be returned to bidder.

20. CLARIFICATION OF BIDS

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

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

22. INFLUENCING BSNL

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

23. AWARD OF CONTRACT

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

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

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

25. ISSUE OF LETTER OF INTENT (LOI)

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

26. SIGNING OF CONTRACT

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

27. ANNULMENT OF AWARD

- a) Failure of the successful bidder to comply with the requirement of clause 24 & 25 Section II and clause 14 of Section III, shall

constitute sufficient ground for the annulment of the award and the forfeiture of the EMD in which event the BSNL may at its discretion award the work to any other bidder from the list of bidders prepared or call for fresh bids.

- b) While all the conditions specified in the Bid Documents are critical and are to be complied special attention of bidder is invited to the following clauses of the bid document, noncompliance of any one of which shall result in out right rejection of the bid.
 - i. The bids will be returned unopened, if covers are not properly sealed as per clause 14 (ii) of Section II.
 - ii. The bids shall be rejected at opening stage if EMD is not submitted as per clause 11 Section II, or bid validity is less than the period prescribed in clause 12 Section II.
 - iii. If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 Section II are not enclosed, the bids shall be liable to be rejected without further evaluation.
 - iv. Price Schedule-Prices are not filled in as prescribed in price schedule.

28. TIME PERIOD

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

29. INDEMNIFICATION

- 29.1 The advertiser shall agree to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
 - 29.1.1 Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, applicable to such party;
 - 29.1.2 Any breach of the terms and conditions in this agreement by the advertiser;
 - 29.1.3 Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the advertiser;
 - 29.1.4 Any claim made by any third party arising out of due to accident involving hoarding(s).
 - 29.1.5 The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of

devices/advertisement and the consequential claim shall be borne by the advertiser who will also indemnify and safeguard the BSNL in respect of any such claim or claims.

29.2 The advertiser will comply with all the laws, directives, guidelines etc. of the land where hoarding(s) is located and shall be fully responsible for the same. The advertiser will indemnify BSNL for any liability arising out of non compliance of the same.

29.3 This clause shall survive the termination or expiry of the contract.

30. INSURANCE

30.1 The advertiser during the term and at its sole cost and expenses, shall obtain and keep (in full force and effect in the joint name of the advertiser and BSNL) a public liability insurance policy for their respective rights, interests and liabilities to third parties in respect of accidental death of, or accidental bodily injury to persons, or accidental damage to property.

30.2 The public liability policy of insurance shall be for an amount as specified by the local authorities for any single event (or such higher amount as may notified by local authorities from time to time) and shall be effected with and on the terms approved by local authorities, if any.

30.3 The public liability policy of insurance shall include a clause in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured.

30.4 the advertiser shall produce evidence to the satisfaction of the BSNL of the insurance effected and maintained by the advertiser within one month from the date of award of the work.

30.5 Insurance of advertising devices shall be done by advertiser at his cost.

SECTION III**GENERAL COMMERCIAL CONDITIONS OF CONTRACT****1. APPLICATION**

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

2. STANDARD CONDITIONS

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

1. The highest bidders to the extent of maximum number of three shall be empanelled and work shall be awarded to highest bidder.
2. The bidders shall be required to deposit security deposit as defined by BSNL within 7 days from the date of issue of award letter.
3. If any bidder failed to deposit security deposit within specified time the EMD available with BSNL shall be forfeited without notice and BSNL shall be free to award work to next bidder available in the panel or fresh bids will be called.
4. The Bidder shall have right to use hoarding area as allowed by BSNL for putting advertisement of his choice subject to fulfilling certain conditions.
5. The Bidder cannot place advertisements of the competitors of BSNL/MTNL and the advertisements which are against the policies of Government/ local authorities.
6. The area other than given to Bidder can be used by BSNL as per its requirement for advertisement of its product/services and the Bidder shall not have any objection.
7. The sites for new hoardings shall be finalized by Bidder in consultation with BSNL within 7 days from the date of award of the work.
8. If the bidder does not finalise the sites of new hoardings within specified time then BSNL shall finalise the sites on its own within 5 days from the time limit expired as per para 7 above, which will be final and binding on the bidder.
9. The Bidder shall have to instal new hoardings in BSNL premises as per design approved by BSNL within one month from the date of award of the work at his cost.
10. If the bidder does not erect/install the hoardings within specified time the security deposit with BSNL shall be forfeited without notice and BSNL shall be free to award work to other bidder available in the panel list of bidders or fresh bids will be called. In such cases the defaulter bidder shall not be allowed to quote for the fresh bids for six months in that SSA.
11. The new hoardings shall be installed by the bidder within one month from the date of award of the work as per general requirement of

National Building Code and as per approved design of BSNL considering structural suitability of the hoarding structure. BSNL Civil Wing authorities will certify that new hoardings are installed as per approved design or not.

12. The cost of new hoardings shall be worked out by BSNL depending upon market trend and actual cost incurred by the advertiser whichever is minimum. This cost shall be the book value of new hoardings installed by the advertiser and shall be used to work out the reserve price after completion of the contract period.
13. If it is found that the hoardings have not been installed as per approved design of BSNL, those hoardings will not be allowed to be used till the defects in the hoardings as intimated by BSNL are rectified by the advertiser.
14. The yearly rental amount plus applicable taxes for all the hoardings should be paid in advance within one month starting the agreement year and if bidder fails to pay the annual rent then one month notice shall be issued and agreement shall be terminated without further notice.
15. In case of termination of the agreement BSNL shall be at liberty to forfeit the security deposit available with BSNL and the new hoardings, if installed shall be the property of BSNL and bidder shall not have any claim on the structure of hoardings.
16. After termination of the agreement the work may be awarded to the next bidder available in the panel at the H1 rates or fresh bids shall be called
17. After termination of the agreement the advertiser shall not be allowed to participate in next call of EOI for six months in that Unit.
18. The time period allowed shall be three years after one month from the date of award of the work .
19. BSNL reserves right to fix reserve price for any/all locations and if the prices quoted by bidder are below the reserve price, BSNL may reject/cancel any/all bid.
20. The bidder should quote for all the sites (in case more than one site are there) and if any site is left unquoted then the rate for that site shall be worked out by working out average rate of the sites for which rates have been quoted. The rate so arrived shall be final and binding on the bidder.
21. The bidder may visit the BSNL premises to evaluate the prospective new hoardings.
22. The lease is subject to the local authority bye laws.
23. Permission from local authorities, if required shall be obtained by the bidder and BSNL shall assist but the payment including fee/ charges for getting permission shall be paid by the bidder.
24. If permission from local authorities is required and bidder fails to get permission within one month from the date of award of the work without valid reasons, the bid shall be terminated and security deposit available with BSNL shall be forfeited. BSNL shall award work to next bidder or call fresh bids.

25. The bidder shall pay municipal and other charges, if payable. If the Govt/local authority objects to placement of new hoardings in the BSNL premises, then the bidder has to vacate the same and BSNL shall not be liable to pay any compensation for the same.
26. If any revenue sharing is required to be done with local authorities due to leasing out the hoardings in BSNL Premises, the amount so worked out to be shared shall be paid by the bidder directly to local authority or to BSNL for payment by BSNL to local authority, if so called for.
27. BSNL shall provide electricity connection, if required by the bidder but the bidder shall have to pay actual electricity charges as decided by BSNL. No backup power supply shall be provided.
28. BSNL shall not be responsible for the security of the hoardings and its advertisements. In case of any theft BSNL shall not be held responsible.
29. BSNL reserve the right to cancel the lease at any time by giving notice of 30 days.
30. Hoardings shall be maintained by the advertiser by doing annual repair and painting of the hoarding structures or whenever required.
31. Advertisements displayed by the advertisers shall be in compliance with IPRs of the Advertisements. Advertisers shall be sole responsible of any infringement of IPRs related to such advertisement.

3. SECURITY DEPOSIT

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

4. PRICES

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

5. CHANGES IN SCOPE

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

6. EXTENSION OF TIME AND LIQUIDATED DAMAGES

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

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

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

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

7. FORCE MAJEURE

- i. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.

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

8. TERMINATION FOR DEFAULT

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

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

9. TERMINATION FOR INSOLVENCY

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

10. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is

specifically provided under this agreement), the same shall be referred to the sole arbitration to an officer not below the rank of DGM appointed by the CGM, -----BSNL Telecom Circle ----- or in case his designation is changed or his office is abolished, then in such cases by the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, xxxx BSNL or by whatever designation such an officer may be called(hereinafter referred to as the said officer). The appointment of the arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL officer or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL officer he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, xxx BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor(s).

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

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

11. MAINTENANCE OF THE HOARDINGS

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

12. HANDING OVER OF HOARDINGS AFTER COMPLETION OF CONTRACT PERIOD

The advertiser shall handover hoarding structures except normal wear & tear due to age of structure & weathering effects. If it is found that the condition of hoardings is deteriorated beyond normal wear & tear the hoardings will have to be repaired by the advertiser and if not repaired the cost of repair shall be deducted from security deposit of the advertiser available with BSNL. The hoarding structures (without fixtures) erected by the advertiser shall be handed

over to BSNL at reserve price fixed by BSNL after accounting depreciation @ 25% per annum on written down basis considering the age of hoarding structures as 10 years and considering the physical condition of the hoardings. The reserve price fixed by BSNL shall be final and binding on advertiser.

SECTION IV**SPECIAL CONDITIONS OF CONTRACT**

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

SECTION V
PRICE SCHEDULE

To
The CGM/GM
BSNL-----

Sir,

With reference to the EOI no. ----- dated -----, we,----- offer the following price to take the hoardings in the premises of BSNL -----SSA for installation of advertisements on lease basis in accordance with the terms and conditions mentioned in the above EOI document.

Sl. No.	SSA	Type of Hoarding	Tentative Area of hoardings available for advertisement (in Sqm)	Reserve Price -- Monthly Rent per Square Meter (Amount in Rupees in figures & words)	Monthly Rent per Square Meter Offered (Amount in Rupees)	Total Amount (In Rupees)
1		New			Rs.....Per Square Meter Per Month (Rupees only)	
				Grand Total Amount (In Rupees)		

We, hereby agree to install new hoardings in different premises of BSNL-----SSA/Circle. We also agree that the new hoardings shall be installed within one month from the date of award of the work. We also agree that the rent shall become payable after one month from the date of award of the work whether the hoardings have been put to use or not.

Yours Faithfully

Signature of the Authorised Signatory of the Bidder with seal

Note :

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

SECTION - VI**BID FORM**

EOI No.-----

Date -----

The CGM/GM
Bharat Sanchar Nigam Limited
----- Telecom Circle

Dear Sir,

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

Dated this day of 20---

Name and Signature -----

In the capacity of -----

Duly authorised to sign the bid for and on behalf of
witness

Address

.....

Signature

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

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

THE CONDITIONS of the obligations are:

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

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

Signature of the Bidder.

Name

Signed in Capacity of

Signature of witness

Full address of Branch

Name & Address of witness Tel No.

Fax No.

SECTION VIII**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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

CGM

Bharat Sanchar Nigam Limited,

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

 —

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

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate
 Representative

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

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

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

SECTION – IX**LIST OF LOCATIONS AVAILABLE IN BSNL PREMISES IN _____**
SSA /Circle

Sr. No.	District	Name of the Town/ Village	Address where premises available	Area of New hoardings

Note : Circle/ SSA may improve the above format to bring out the details more clearly.

SECTION X**Proforma for Declaration for near relatives**

(To be filled in by the Bidder)

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

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

i)-----

ii)-----

SIGNATURE OF BIDDER

List of near relatives

i) Member of Hindu undivided family(HUF)

ii) They are Husband and Wife.

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

Note:-

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

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

It is to certify that:

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

Seal of Bidder

Signature of the Bidder

Place:

Date:

SECTION XII**Instructions to EOI Issuing Authority****(Not to be made part of EOI document)**

The EOI issuing authority should follow following instructions at the time of issuing EOI:-

1. All the blanks (other than to be filled up by bidder) should be filled up at the time of issue of EOI.
2. EMD may be kept 50% of the estimated rent of one month for the area filled up in Price schedule or as decided by CGM.
3. The estimated area for new hoardings and reserve price should be worked out before call of EOI.
4. The prospective hoarding area for new hoardings may be worked out judiciously by a committee consisting of DGM of SSA, concerned EE(Civil)/ SDE(Civil) & CAO/AO of SSA and shall be made part of the EOI document.
5. Minimum lease amount (Reserve Amount) excluding local taxes may be fixed in the EOI as per annual let out value/market value. The rent/lease amount will be payable to the respective BSNL SSA IFA collection Account.
6. The performa of price schedule may be modified as per requirement/feasibility to call single rate for all hoardings or different rates for different hoardings depending upon their locations or otherwise.
7. CGMs have full power to accept/reject the EOI. If the rates received are below reserve price, CGM can accept the EOI after recording reasons for accepting.
8. EOI may be called SSA wise/for more than one SSA or whole circle depending upon requirement and feasibility.
9. Extension of time may be granted for delay in getting approval from local authorities or in installation of new hoardings by CGM or any GM or equivalent officer authorized by CGM. But the rent shall become payable after one month from the date of award of work.