

REQUEST FOR PROPOSAL (RFP) DOCUMENT

**FOR THE SALE OF LAND PARCEL AT
TELEPHONE EXCHANGE COMPOUND, CHOONDY, ALUVA, ERNAKULAM, KERALA
- 683561**

E-Tender followed by E-Auction

RFP No. BSNL-CO/LM/AUCTION/2024-25/06 dated 16.05.2024



Bharat Sanchar Nigam Ltd (BSNL)

Regd. Office: Bharat Sanchar Bhawan, Harish Chandra Mathur Lane,
Janpath, New Delhi 110001

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as “RFP”) document or subsequently provided to the Bidders, is subject to the terms and conditions set out in this RFP document.

The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Eligibility and Financial Proposal. This RFP does not purport to contain all the information for all the persons, and it is not possible for BSNL, their employees or any of its agencies/consultants/advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. BSNL, MSTC their employees & representatives or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability, or completeness of the RFP document.

BSNL may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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GLOSSARY

Acceptance Letter	As defined in Clause 4.17
BSNL	As defined in Clause 1.1
Bid(s)	As defined in Clause 4.3
Bid Document/ RFP Document	As defined in Clause 4.4
Bid Submission Close Date	As defined in Clause 8.36
Bidder/s	As defined in Clause 4.5
Consortium	As defined in Clause 4.6
Consortium Agreement	As defined in Clause 4.8
e-Tendering Portal/MSTC Portal	https://www.mstcecommerce.com
EMD	As defined in Clause 3.2
Floor Value	As defined in Clause 4.9
Financial Capacity	As defined in Sl no 7 of table in Clause 3.5
Lead Member	As defined in As defined in Sl no 5 of table in Clause 3.5
MSTC	As defined in Clause 4.2
Re. or Rs. or INR	Indian Rupee
Sale Consideration	As defined in Clause 4.20
Subject Land Parcel	As defined in Clause 1.2
Successful Bidder	As defined in Clause 4.14
Transaction	As defined in Clause 1.6

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. BACKGROUND

- 1.1. Bharat Sanchar Nigam Ltd (BSNL), is an Indian state-owned telecommunications company (Central Public Sector Enterprise), having its corporate headquarters at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi 110001, and regional head office at Door Sanchar Bhawan, PMG Junction, Thiruvananthapuram-695033.
- 1.2. BSNL presently owns a land parcel of area 9000 Sqm at TELEPHONE EXCHANGE COMPOUND, CHOONDY, ALUVA, ERNAKULAM, KERALA - 683561, hereinafter referred to as the "Said Land Parcel".
- 1.3. The "Said Land Parcel" admeasuring 9000 sqm is a part of larger layout of admeasuring approx. 10440 Sqm, comprising of Vacant Land.

Land Parcel Details:

Name of State	Kerala
Name of District	ERNAKULAM
Name of the City	ALUVA, CHOONDY
Address	TELEPHONE EXCHANGE COMPOUND, CHOONDY, ALUVA, ERNAKULAM, KERALA - 683561
Details of Property	Site Area- 9000 Sqm Built-up area – NIL Geographical Coordinates- Latitude- 10.084014 Longitude- 76.368092
Present usage	Vacant Land
Approach Road	Approx 5.5 m wide Panchayat Road
Property Surroundings	North- Private property South- Public Road East- Private property West- Public Road

- 1.4. In case of any variation in the actually handed over land area of the Said Land Parcel vis-à-vis the area stated in this RFP, the Sale Consideration shall be adjusted on pro-rata basis as per Clause 8.29 of this RFP document, based on actual area handed over to Successful Bidder.
- 1.5. Vacant possession of the "Said Land Parcel" shall be handed over by BSNL to the Successful Bidder on 'as is where is' basis.
- 1.6. The **Transaction-** BSNL is desirous of selling and transferring to the Successful Bidder, the Said Land Parcel, on "as is where is, in present condition as it is and No Complaint basis only" basis (Transaction). In order to give effect to the Transaction, BSNL is keen on identifying the Successful Bidder through an agreed mechanism,

i.e., through outright sale of the Said Land Parcel from BSNL to such the Successful Bidder, by Bid Process, to be conducted in such manner as indicated further in this RFP.

- 1.7. **BSNL's Representation** - BSNL has appointed Delhi Integrated Multi-Modal Transit System Ltd. (hereinafter referred to as "DIMTS") to represent BSNL to identify prospective buyers for the Said Land Parcel.

2. SCHEDULE OF SAID LAND PARCEL

- 2.1. **Title and ownership:** BSNL is the owner of the Said Land Parcel, with legal and marketable title to the Said Land Parcel, which is free and clear of any encumbrances. The transfer to the Successful Bidder of the Said Land Parcel shall be in pursuance to the provisions of this RFP and the Successful Bidder would be provided legal and marketable title thereto of the Said Land Parcel, free and clear of any encumbrances.

3. BIDDING PROCESS

3.1. Bidding Methodology – E-TENDER FOLLOWED BY E-AUCTION

This shall be a two-stage process. The first stage shall be technical bid submission through E-Tender and the second stage shall be e-Auction stage for financial bid. In the first stage of E- Tender, bidders shall submit their bid in One Cover – Technical bid/ cover. The Technical bid is open to all bidders who are otherwise fulfilling the procedure of bidder registration and eligible as per the criteria laid down in this RFP. The Second Stage viz. E-Auction for financial bid is limited to only those bidders who qualify the 1st stage.

3.2. Financial Parameters

The value of the various financial parameters used in this RFP document are as follows:

SN	Parameter	Value (in Number)	Value (in words)
1	Reserve Price of the Said Land Parcel	16.47 Cr	INR Sixteen Crore Forty Seven Lakh Only
2	Earnest Money Deposit	0.83 Cr	Rupees Eighty Three Lakh only
3	Enhanced EMD	1.66 Cr	Rupees One Crore Sixty Six Lakh only
4	Networth required for financial eligibility	4.12 Cr	Rupees Four Crore Twelve Lakh only

3.3. Earnest Money Deposit (EMD):

- a) The Bidders should submit EMD specified in Clause 3.2, through digital

transfer on the MSTC Portal. Alternatively, the bidder shall have the option to submit Rs.16,60,000.00 (i.e. 20% of the EMD amount) through digital transfer on the MSTC portal and the remaining EMD amount in the form of Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) of a Commercial Bank. The BG/FDR shall be valid for a period of one year from the date of publishing of this RFP. The FDR shall be pledged in favour of Accounts Officer (Cash), O/o the PGMT, Ernakulam BA. The format of Bank Guarantee is enclosed at Annexure-3.

The bidder shall upload a copy of BG/FDR with the technical bid and the original BG/FDR needs to be physically submitted at the designated BSNL Office at AGM(BP), O/o PGMT,BSNL Bhavan, 4th Floor, Kalathiparambu Road, Ernakulam-16 within one week of the last date of submission of bid.

- b) A Bidder not having the required documentation to prove its net-worth would still be eligible to take part in bidding process subject to submission of Enhanced EMD amount specified in clause 3.2. **The additional amount in the Enhanced EMD shall be submitted through digital transfer on the MSTC Portal.**
- c) No interest whatsoever will be paid on this EMD. The EMD of the Successful Bidder will be retained by MSTC till the payment of the final instalment of Sale Consideration to BSNL. If BSNL approves the sale, then this non-interest-bearing EMD shall be adjusted towards the Sale Consideration to be made as per the Terms and Condition.
- d) All efforts shall be made by BSNL to return the EMD of unsuccessful Bidders within 60 (Sixty) working days from the declaration of **Highest bidder.**

3.4. Bid Process

First Stage - Tender Stage

- 1) An e-tender would be published mentioning the details of the Said Land Parcel, Earnest Money Deposit (**EMD**) requirement, start date and time of bidding, close date, and time of bidding etc. The date of opening of technical bid will also be mentioned.
- 2) Bidders desirous of bidding for the Said Land Parcel will have to complete the registration formalities with MSTC.
- 3) Bidder will also be required to have a class III Digital Signature Certificate (DSC) (Signing and Encryption type).
- 4) In order to participate in the bidding process, the Bidder shall submit pre-bid EMD amount for the Said Land Parcel **as detailed in Section 3.2 & 3.3.** This payment has to be done through MSTC e- payment gateway. On

receipt of the payment, the Bidders shall be allowed to participate in the e-Tender followed by e-Auction.

- 5) The bids in Tender stage shall have one part, the technical bid (against which he/she shall also upload required documents).
- 6) As part of technical bid submission, Bidder would be required to submit responses against certain commercial and technical terms and would also be required to upload supporting document. An indicative technical bid format is mentioned in clause 3.5
- 7) The Technical bid will be opened by the tender committee members formed by BSNL ("Tender Committee Members").
- 8) On the day of technical bid opening, the Tender Committee Members shall first open the technical Bids of all the Bidders who have participated by marking their attendance and then downloading the documents uploaded by the Bidders. All the technical bids will be opened online.
- 9) Subsequently, based on the responses submitted by the Bidders and supporting documents uploaded by the Bidders, technical evaluation will be done by the Tender Committee Members to determine the technically qualified Bidders ("Technically Qualified Bidders").

BSNL reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the BSNL in respect of such Bid. BSNL however reserves the right to seek clarifications/ pending documents in order to enable omissions to be dealt with during qualification process.

- 10) A notice mentioning the tentative date of e- Auction will then be published online.
- 11) Only technically qualified bidders will be allowed to participate in the e-Auction stage.

Second Stage - Auction Stage

- 12) The Reserve Price as given in **Clause 3.2** will serve as the starting price ("**Starting Auction Price**") in the next stage i.e. e-Auction Stage.
- 13) Bidders would be required to bid greater than the 'Starting Auction Price'. Please note that the system would not allow the Bidders to bid lower than or equal to the 'Starting Auction price.
- 14) E-Auction will be a single parameter incremental bidding process wherein

the Bidder would be able to view the last H1 bid or Starting Auction Price.

- 15) The Bidders would anonymously increase the bid in multiples of minimum incremental value of Rs.1,00,000/- (Rupees one lakh) unless mentioned otherwise on the e-Auction portal.
 - 16) Initially there is a fix duration (say 04 hours or as published on e-Auction portal), for which the e-Auction is scheduled. However, there is a concept of auto-extension whereby the e-Auction is extended by a fixed amount of time i.e. 08 mins, if a valid bid (i.e. bid greater than the prevailing H1 or highest bid) is received in the last 08 minutes of auction closing time.
 - 17) This process goes on till no new incremental bid is received within the auto-extension period. After the close of the e-Auction, a final highest bid or 'Final H1 bid' will emerge.
 - 18) The decision to declare the Bidder with Final H1 Bid as the Successful Bidder will be however reserved and declared only after the approval by BSNL.
- 3.5. Bidders would be required to submit a technical bid during the Tender Stage. The tentative format of this technical bid is mentioned below. In addition to submitting their responses against the various terms mentioned in the said format, the Bidder shall upload supporting documents on the e-Tendering Portal.

The format as mentioned below is only indicative and not exhaustive. BSNL/ MSTC reserve the right to update/ add/ delete/ edit any clause as mentioned in the below table. The format as displayed on the e-Tender portal will be considered as the final format in which the technical bid shall be submitted.

S. No	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
1	I/ WE agree to all terms and conditions mentioned in the RFP and its addenda/ corrigenda	AGREE
2	In case the Bidder has registered in the category of Institution / partnerships /Society / Company/ funds such as AIF registered funds in India and PE funds, documentary proof including latest Annual Report / Memorandum and Articles of Association/ Registration Certificate shall accompany during the registration. (Bidder required to upload the necessary document)	AGREE
3	In case the Bidder is bidding as a Consortium, please declare the Name of Lead Member, number of members in such Consortium, the contact details of each member and shareholding of each such member. (Please input N/A in case not submitting as	REMARK

S. No	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
	Consortium)	
4	Please note a Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the Said Land Parcel, all Bids of which it is a part shall be summarily rejected.	AGREE
5	<p>In case bidding as a Consortium, the members should have entered into a Consortium Agreement (CA) (as per Annexure-5) between themselves. One of the members of Consortium need to be nominated as a Lead Member who should have highest percentage of the equity/ownership stake and such percentage should be at least 26% (twenty six percent) of equity/ownership stake in the Consortium (“Lead Member”) to act and represent on behalf of all the members of the Consortium for the Transaction. Each members of the Consortium shall hold at least 10% equity/ownership stake in the Consortium. A copy of this CA shall be enclosed with the Bid.</p> <p>(Bidder required to upload the necessary document)</p>	AGREE
6	After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid.	AGREE
7	<p>The financial eligibility required, the Bidder shall have a minimum Net Worth (the “Financial Capacity”) as specified in Clause 3.2 at the close of the preceding financial year (i.e. as on 31.03.2023). If audited annual report for the year ending 31.03.2023 is not yet ready, then the net worth as on 31.03.2022 can be considered subject to submission of an affidavit from the statutory auditor certifying that annual report for current Financial Year has not been audited so far.</p> <p>A Bidder not having the required documentation to prove its net-worth will still be eligible to take part in bidding subject to submission of enhanced EMD amount as specified under Clause 3.2</p> <p>Net worth for a Company: “Net worth” shall be calculated as the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or</p>	REMARK

S. No	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
	<p>credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation.</p> <p>Net worth for a Partnership Firm: “Net worth” shall be calculated as aggregate value of Partners’ Capital, all reserves created out of the profits and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure, loan to the partners, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>Net worth for an Individual: Individual Net worth statement certified by a Chartered Accountant comprising aggregate value of assets and deducting liabilities. (Net worth = Total Assets – Total Liabilities)</p> <p>Net worth for Funds: Net worth shall be considered as committed capital or 0.25 times of assets under management. Net worth for Society and Trust: “Net worth” shall be calculated as aggregate value of capital fund, general and surplus reserves (if any), corpus fund, other current assets after deducting the aggregate value of the accumulated liabilities and provisions for liabilities and miscellaneous expenditure not written off as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. (Bidder required to upload the necessary documents such as statutory auditor certificate (CA Certificate in case of Individuals), audited financial statements, etc., to support the claim of net worth under each category as applicable)</p> <p>Individual Net worth statement certified by a practicing Chartered Accountant and in the case of others, Net</p>	

S. No	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
	worth statement certified by the statutory auditor, shall be submitted for the purpose of demonstrating its financial capabilities.	
8	The Bidders as part of the Financial documents shall submit the audited annual reports as per Annexure-2. In case of a Consortium, the audited annual reports of each member of the Consortium shall be submitted. If audited annual report for current Financial Year is not yet ready, then the Bidders shall submit report for immediately preceding Financial Year along with an affidavit from the statutory auditor certifying that annual report for current Financial Year has not been audited so far.	AGREE
9	For the purpose of evaluation of Financial Capacity of the Consortium, each member's contribution towards the net worth of the Consortium shall be considered in the same ratio of their equity participation in the Consortium, subject to the members meeting the threshold of minimum 10% equity participation in the Consortium.	AGREE

- 3.6. The supporting documents submitted by the Bidder shall be in English language. In case the original document is in any other language, a translated and certified copy of the same in English language shall also be submitted.
- 3.7. Payments of Sale Consideration shall be made in favour of BSNL through RTGS/ NEFT mode only as per instructions issued at the time of issue of Acceptance letter. Payments to be made in favour of MSTC Ltd will be made through RTGS/ NEFT mode only. In any case, cheques of any bank and cheques and Bank Drafts issued by Cooperative Banks will not be accepted by BSNL/ MSTC for any payment.
- 3.8. e-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only. The rates shall be quoted in Indian Rupees only.

4. DEFINITIONS

- 4.1. **BSNL:** The word BSNL wherever it appears shall mean Bharat Sanchar Nigam Limited or its authorized representative.
- 4.2. **MSTC:** The word MSTC wherever it appears shall mean MSTC LIMITED, selling agent of BSNL.

- 4.3. **BID:** The term Bid wherever used shall mean the bid submitted by the Bidder in accordance with this RFP and mean and include similar terms which convey the same meaning.
- 4.4. **BID DOCUMENT/ RFP DOCUMENT** comprises the terms and conditions of the RFP, the bid form, the schedule of the Said Land Parcel, model letters if any to be submitted and other terms and conditions etc., along with the Bid form, all the addenda issued by BSNL, wherever applicable.
- 4.5. **BIDDER** is the person/entity who submits the Bid for purchase of the Said Land Parcel by quoting its price. This may be an individual person/ company/ LLP/ partnerships, society/ trusts, and funds such as AIF registered funds in India and PE funds. 'Bidder' shall also mean and include 'Tenderer' or similar terms which convey the same meaning. The Bidder can be a single entity or a Consortium. It is clarified that a real estate agent as such term is defined under the Real Estate (Regulation and Development) Act, 2016, are not eligible to participate in the Transaction.
- 4.6. **CONSORTIUM** means the Consortium of Bidders who are bidding as a Bidder acting in concert with each other intending to directly or indirectly participate in the Transaction.
- 4.7. **CONSORTIUM MEMBERS** means the members of the Consortium, formed by the Bidder for purposes of the Transaction in accordance with this RFP and shall include members who have submitted the Format for Consortium Agreement (Annexure 5) specified in the RFP.
- 4.8. **CONSORTIUM AGREEMENT** means the agreement executed amongst the Consortium Members specifically for purposes of the Transaction in accordance with this RFP in the Format for Consortium Agreement (Annexure 5) specified in the RFP.
- 4.9. **RESERVE PRICE** shall mean the amount specified in clause 3.2 above which the bidder has to quote for purchase of the land in the e-Auction stage.
- 4.10. **STARTING AUCTION PRICE** shall mean the price above which the bidders start to quote bids in e-Auction stage and shall be equal to the Reserve Price.
- 4.11. **AUTHORISED REPRESENTATIVE** is the person authorized by the Bidder to submit the Bid on his/her/its behalf provided that the Bidder cannot be represented by a real estate agent. Such Authorised Representative may either hold a Power of Attorney or Board Resolution as may be applicable, issued in his/her/its name by the Bidder supported by a specific letter, attesting the signature of the Authorised Representative.
- 4.12. **NET WORTH:** The net-worth shall have the same meaning as provided in S.No. 7 of table under Clause 3.5

- 4.13. **TECHNICALLY QUALIFIED BIDDER(S)** are the Bidders who have been found suitable after the screening by Tender Committee Members after evaluation of the Technical bids during the Tender Stage.
- 4.14. **SUCCESSFUL BIDDER** is the Bidder who has quoted the final H-1 (Highest bid amount) for the Said Land Parcel at the e-Auction stage and who has been found suitable after screening by BSNL and Government of India as per their established internal processes.
- 4.15. **SAID LAND PARCEL** is a Land parcel of area 9000 sqm at TELEPHONE EXCHANGE COMPOUND, CHOONDY, ALUVA, ERNAKULAM, KERALA - 683561
- 4.16. **ACCEPTANCE DATE** is the date of letter communicating acceptance of the Bid by BSNL to the Successful Bidder.
- 4.17. **ACCEPTANCE LETTER:** The letter issued by BSNL to the Successful Bidder after screening and evaluation of the Bid, and approval as per its internal processes, accepting the Bid made by the said Bidder.
- 4.18. **GOVERNMENTAL AUTHORITY** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, having jurisdiction pursuant to the applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to any activities of BSNL or over Said Land Parcel.
- 4.19. **TRANSACTION ADVISOR** shall mean appointed advisor / consultant by BSNL to assist them in works related to bid process management and conclusion of transactions related to the Said Land Parcel. The Transaction Advisor for Said Land Parcel is Delhi Integrated Multi-Modal Transit System Ltd.
- 4.20. **Sale Consideration** shall mean the value of the H-1 Bid and accepted and approved by BSNL for the Said Land Parcel in its Acceptance Letter.

5. BIDDER REGISTRATION WITH MSTC AND PARTICIPATION

- 5.1. The Bidders who are interested to purchase the Said Land Parcel through e-Tender followed by e-Auction should get themselves registered online with MSTC by filling a KYC form and submitting a non-refundable registration fee specified in Clause 5.5. On registration, MSTC will issue user ID & Password for the e-Tendering Portal. [ELIGIBILITY FOR REGISTRATION WITH MSTC AND PARTICIPATION TO BE SPECIFIED SEPARATELY BY THE PORTAL REPRESENTATIVES]
- 5.2. Registration shall be open to the categories specified in point no 2 of the table in

Clause 3.5

- 5.3. Registration as Bidder may be in sole or as a Consortium. A Bidder registering as a Consortium would register in the name of the Consortium and fill out the details of the Lead Member only. All correspondence shall be made in the name of the Lead Member of the Consortium.
- 5.4. Bidder would be required to submit following KYC document and fee to MSTC to get their login activated.
- a) Self-attested Income Tax PAN Card of the Bidder.
 - b) Self-attested Income Tax PAN Card of Authorized Representative, in case of government companies or Ministries/Government Departments only.
 - c) Self-attested Certificate of Registration of the Bidder.
 - d) Self-attested partnership deed/ trust deed/ memorandum of articles and association, as applicable.
 - e) An officially valid document in respect of the person holding a power of attorney to transact on behalf of the Bidder.
 - f) Copy of email confirmation letter received from MSTC after successful completion of on-line registration and containing Bidder registration details.
 - g) Cancelled cheque with account details or RTGS Mandate Form duly filled in and verified by Banker. RTGS mandate is available at https://www.mstcecommerce.com/auctionhome/RenderFileGeneralAuction_s.jsp?file=RTGS-Mandate-Form.pdf.
- 5.5. A non-refundable registration fee of Rs 1000/- plus applicable GST shall be deposited online for registration.
- 5.6. Once the fee is submitted the Bidder has to forward the documents and fee details (like UTR number) to MSTC in the email mstcnro@mstcindia.co.in & sdsharma@mstcindia.co.in with the subject "Registration for BSNL Asset Monetization".
- 5.7. For participation in this e-Auction, EMD as per details at **Clause 3.2 & 3.3** shall be deposited with MSTC as per the procedure below.
- 5.8. Bidders after successful login will access PAY EMD link at their homepage to make EMD payment through RTGS/NEFT. DO NOT PAY EMD BY EPAYMENT LINK OR THROUGH DD/PO.

6. ELIGIBILITY CRITERIA

- 6.1. Only the entities specified in point no 2 of the table in Clause 3.5 who are legally competent to enter into contract are eligible.

The Bidder can be a single entity or a Consortium. The members should have entered into a Consortium Agreement between themselves. One of the members of Consortium need to be nominated as a Lead Member as specified in point no 5 of the table in Clause 3.5 and all members of the Consortium to hold minimum equity/ownership stake in the Consortium as specified in the abovementioned clause.

- 6.2. Any foreign entity participation shall be governed by the laws (including rules, regulations, policy, circulars) issued by the Governmental Authority including but not limited to Foreign Exchange Management Act, 1999, Foreign Direct Investment Policy(ies), and/or Reserve Bank of India (“**Foreign Investment Laws**”).
- 6.3. The Bidders shall provide calculation of net worth in the format specified in table underneath Clause 3.5 (refer to Sl.No.7 of the table).

7. SPECIFIC INSTRUCTIONS

- 7.1. This RFP document is being issued for information of interested parties (“**Bidders**”) to submit their Bid for purchasing the Said Land Parcel of BSNL.
- 7.2. Bidders are required to carefully read the contents of the RFP Document and to submit their Bid, as well as the information and documents prescribed in this RFP Document. Any condition or qualification by the Bidder in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 7.3. The details of Said Land Parcel displayed under view for the forthcoming auctions on MSTC’s e-auction website are tentative and subject to change, at the sole discretion of BSNL before the start of e-Auction. Bidders should, therefore, download the details of Said Land Parcel displayed only under view during live e-Auctions for their record purpose, if required, and Bid accordingly.

MSTC/ BSNL could issue addendums to the Terms & Conditions, if any prior to commencement of e-Auction to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original Terms & Conditions. All notices related to this Bid including Clarifications/Amendments/Addendums to the RFP document shall be available on MSTC Portal.

- 7.4. **Virtual Data Room:** The prospective bidders will be provided access to a virtual data room (at link <https://assetmonetization.bsnl.co.in>) where a copy of all documents relevant to the said Land Parcel shall be made available for the purpose of undertaking scrutiny, in addition to site visits to view the Said Land Parcel in terms of Clause 7.5 below.
- 7.5. **Inspection of Said Land Parcel/ e-Auction Date:** The Said Land Parcel may be inspected from 20.05.2024 to 01.07.2024 on any working day during office hours in the presence of BSNL Officials/representative of Transaction Advisors. For

inspection of Said Land Parcel, the name of contact official with their contact details are as mentioned (**BSNL**: Mr. Sri Liyakat Sikander Ambekari, Executive Engineer (Civil), Mobile No. 9422384733 and Mr. Tamilarasi, AGM(BP), 9486100477; **M/s JLL**: Mr. Ashok Balag, 9488829446. The Bidder has to satisfy himself about Said Land Parcel in every aspect. The sale of the Said Land Parcel is on 'as is where is', 'in present condition as it is' and 'No Complaint Basis' and the Principle of *caveat emptor* will apply. For inspection, the interested Parties (or their Authorized Representative) should produce their Photo ID Card to the BSNL representatives or produce a copy of this RFP/e-Auction Catalogue downloaded from the Website.

- 7.6. The e-Auction commencement date/ closing date shall be as mentioned on the e-tendering portal.
- 7.7. Pre-bid meeting of the Said Land Parcel will be scheduled as per the Date Sheet in clause 8.36 of General Instructions section of RFP. Bidders are expected to submit the queries in writing on or before 06.06.2024 on email: lmbsnlco@bsnl.co.in.
- 7.8. The Bidders must undertake their respective due diligence of the Said Land Parcel. All costs and expenses associated with the due diligence shall be borne entirely by the respective Bidders.
- 7.9. **e-Auction Results /Status:** It must be personally seen by the Bidders online through the link Auction Status immediately after closing of e-Auction which will be displayed up to **7 (Seven)** calendar days from the date of Closing of e-Auction (excluding the date of closing of e-Auction).
- 7.10. The Highest (H-1) bid received in the e-Auction will be processed by BSNL for internal approval. However, it will not be binding on the BSNL to sell the Said Land Parcel to the H-1 Bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the BSNL, and only after internal approval of H-1 bid by BSNL, communication of the same will be sent by BSNL to MSTC. In the event of non-acceptance of H-1 bid, EMD without interest shall be returned to the H-1 Bidder by MSTC.
- 7.11. If BSNL approves the H-1 Bid, an Acceptance Letter will be issued by BSNL. The Successful Bidder shall be required to deposit the Sale Consideration **within the following** timelines from the date of issue of Acceptance Letter (including the date of issue)-

Instalment	Percentage of Sale consideration	Timeline
First	25%	30 days
Second	25%	60 days
Third	25%	90 days
Fourth	25% less cash component of EMD	120 days

	deposited	
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The payment shall be made to BSNL through RTGS/NEFT. Delay of 30 days **in an instalment** shall be allowed as per Clause 7.12. If the last date of payment is a holiday, the next working day shall be treated as the last date of payment.

Failure to deposit any instalment of the Sale Consideration by the due date (after considering the provision in Clause 7.12 for delayed payment), shall lead to forfeiture of EMD and entire other amount deposited to BSNL before such due date. In such case, BSNL shall have the right to dispose off the Said Land Parcel, in any manner at its sole discretion.

- 7.12. **Default in Payment of Sale Consideration:** If the Successful Bidder fails to pay an instalment by the due date as specified in the table given under Clause 7.11, then such Instalment can be paid within a period of additional 30 days beyond such due date referred in paragraph 7.11, subject to payment of simple interest at the rate of 24% per annum to be paid on the amount of Instalment for each day of delay. Such interest amount will be considered to be reasonable pre-estimate of the damages that BSNL will suffer on account of late payment by the H-1 Bidder.

Full due Instalment needs to be paid in one go and any part-payment will not be accepted during the aforesaid period of additional 30 days.

If the due Instalment is not paid during the additional period of 30 days along with aforesaid interest, then the Acceptance Letter is liable to be terminated and the EMD amount and all other payments made by the Bidder lying in any form with BSNL or MSTC Limited shall be forfeited without prejudice to the right of BSNL to dispose of the Said Land Parcel, at its sole discretion. BSNL/ MSTC shall not bear any responsibility for delay in submission of payment by the Successful Bidder on account of not getting or delay in financial assistance from Banks/ financial institutions etc.

- 7.13. **Successful Bidder's Inability to Conclude the Transaction** - In the event Successful Bidder is an individual (person) and is unable to complete the sale of the Said Land Parcel as per the terms of the e-Auction for any such reason as the death of the person, it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance to the e-Auction terms. In case the successor of the Successful Bidder decides to pull out of the Transaction, for whatever reason, the EMD and all other further payments made by the Bidder (if any) will be forfeited.

- 7.14. After the full payment of Sale Consideration by the Successful Bidder, all the approvals, consents, licenses, permissions required for effectively transferring the Said Land Parcel to the Successful Bidder shall be responsibility of the Successful Bidder only, provided however, BSNL shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which BSNL has control and necessary authority to Successful Bidder. BSNL shall execute Sale Deed(s) in favour of the Successful Bidder, provided however, execution costs and formalities

including proper documentation and registration shall be sole responsibility of the Successful Bidder and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the Successful Bidder. The Sale Deed shall be executed on the receipt of entire Sale Consideration and subject to compliance of all terms and conditions of e- Auction by the Successful Bidder. A draft copy of the sale deed will be provided to the Successful Bidder after successful receipt of entire Sale Consideration from the Successful Bidder. The Successful Bidder shall on his own cost arrange to get the Said Land Parcel transfer in his name after the payment of Sale Consideration. BSNL would complete the documentation and conveyance in respect of the Said Land Parcel in favour of the Successful Bidder after the payment of Sale Consideration and fulfilment of all other formalities by the Successful Bidder. Details of the Transaction, including the rights and obligations of the parties, in relation to the purchase of the Said Land Parcel, shall be further detailed in the Sale Deed.

- 7.15. **Force Majeure** : BSNL shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, pandemic, go-slow, lockout, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, terrorism, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of BSNL to extend the time of performance on the part of BSNL by such period as may be necessary to enable BSNL to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written. BSNL shall not give any indemnity with respect to the Said Land Parcel.
- 7.16. In case the Said Land Parcel cannot be transferred to the Successful Bidder due to reasons beyond the control of BSNL or the Successful Bidder, within one year of the date of issue of Acceptance Letter, then the Successful Bidder shall have the option to seek termination of the Acceptance Letter. In such case, the EMD and all payments made by the Successful Bidder to BSNL towards Sale Consideration shall be returned by BSNL without any interest and BSNL shall have the right to dispose off the Said Land Parcel in any manner, at its sole discretion.
- 7.17. If applicable, the Successful Bidder may deposit the applicable TDS on amount of installment to Income Tax Department and submit a copy of the Challan Receipt and Challan-cum-statement of deduction of tax under section 194-IA (Form 26QB) to BSNL. The PAN number of BSNL is 'AABCB5576G'.

8. GENERAL INSTRUCTIONS

- 8.1. Sale process of the Said Land Parcel shall be carried out by BSNL or its Authorised

representative as per the terms and conditions of this RFP document. In any case, BSNL reserves the right to amend the terms and conditions of this RFP document, for best results and best practices.

- 8.2. **VALIDITY OF BIDS:** All the Bids will be valid for 180 (One Hundred and Eighty) days from the date of closing of e-Auction, excluding the date of closing. In case the 180th day falls on a holiday or remains closed for MSTC/BSNL, such Bids will be deemed to be automatically extended to be valid up to the next working day of MSTC / BSNL. MSTC / BSNL may however request the Bidders to extend the validity of their Bids for a specified additional period.

The Bid Validity Period of the Successful Bidder shall stand extended till the date of execution of the Sale Deed.

- 8.3. **CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the Bid submitted by it (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/BSNL, in this regard. Hence, Bidders must be careful to check (the Bid Amount/ No. of 0s / No of Digits/ Unit of Measurement etc.) their Bid (if required) before submitting their Bid into the e-Auction by clicking the 'Bid' Button. There is no provision for putting Bids in decimals. During e-Auction, only details will be shown under Said Land Parcel on the Auction Floor where Bidders are required to bid. The complete Item details can be seen by the Bidders by clicking on the respective Item hyperlinked and it shall be the responsibility of the Bidders to see the Said Land Parcel details before bidding and no representation / complaint in this regard will be entertained by MSTC / BSNL from the Bidders.
- 8.4. The Bidder(s) shall have no right to issue any addendum to these Terms and Conditions (General Instructions) to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.
- 8.5. Notwithstanding anything contained in the RFP document, any time before the signing of the Sale Deed, BSNL reserves the right to accept / reject any Bid, withdraw from sale, the Said Land Parcel offered for sale in full or part thereof, prior to or after the acceptance of the Bid without specifying any reason thereof. The Bidders confirm and agree that BSNL has the absolute discretion to accept or reject any Bid. The Bidders further confirm that they will not be entitled to question the discretion of BSNL.
- 8.6. In case of postponement due to exigency, the same will be informed to the Bidders through a notification on BSNL website or if such notification is not possible, by affixing a notice to that effect on the Notice Board in the BSNL Office or MSTC website.
- 8.7. Non-resident Indians (NRIs), subject to applicable laws to be determined and satisfied by NRIs, can also participate after fulfilling the eligibility criteria (such as Aadhar Card, PAN Card, PIO card, OCI card, Current address proof, Passport,

- Address proof of Residence in India, Attested signature from any of the Nationalized Bank in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters. Further, relevant laws, rules & regulations, and other specific guidelines as per the latest notification of the Government of India will be applicable.
- 8.8. The Bidders shall evaluate and ensure that they are permitted to invest under applicable laws to the extent they propose to participate.
 - 8.9. It is the sole responsibility of the Bidder/ Successful Bidder to ensure complete compliance with all the laws applicable to it (including the Foreign Investment Laws) and to obtain all the approvals from relevant authorities required for completion of the Transaction. It is further clarified that in case the Bidder/ Successful Bidder is not able to complete the Transaction within stipulated time because of not obtaining any required approval, it shall be considered as a breach and failure of the Bidder and as a result the EMD shall be forfeited and the Bid would stand cancelled.
 - 8.10. The sale shall be subject to cancellation for violation of any of the terms and conditions or stipulations or instructions.
 - 8.11. All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the Successful Bidder to the concerned authority/body.
 - 8.12. It shall be the responsibility of the Successful Bidder to obtain all the necessary permissions in relation to any development on the Said Land Parcel and to make payment of the necessary fees, taxes or any other dues in relation to the Said Land Parcel. It shall be the responsibility of the Successful Bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. BSNL will not be take any responsibility in this regard.
 - 8.13. BSNL reserve the right to defer, cancel, alter, amend, or modify the Notification/ Advertisement/ RFP document / Auction Catalogue prior to commencement of e-Auction.
 - 8.14. All the correspondence will be made to the address/e-mail as appearing in the registration with MSTC. It shall be the responsibility of the Bidder to keep his e-mail id valid.
 - 8.15. Any amendment made to this RFP document will be hosted on MSTC website and will form part of the terms and condition and no individual intimation will be sent to the Bidders.
 - 8.16. In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of the BSNL shall be final and binding.

- 8.17. The Said Land Parcel put for e-Auction is on 'as is where is', 'in present condition as it is' and 'No Complaint Basis'. The Bidders shall inspect the Said Land Parcel and satisfy themselves of the condition and location of the Said Land Parcel before participating in the bidding process. It would be deemed that by submitting the Bid, the Bidder has made a complete and careful examination of the Said Land Parcel and has satisfied himself/itself of all the relevant and material information in relation to the Said Land Parcel. It will also be presumed that the Bidders have understood that he would have no recourse to BSNL and its appointed official and Transaction Advisor/ consultants post transfer of ownership rights of the Said Land Parcel.
- 8.18. The Bidders must clearly understand that BSNL do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The Bidders must satisfy himself on all aspects pertaining to the Said Land Parcel prior to bidding and he will not have any recourse after the submission of the Bid for any deficiency in the documents or title of the Said Land Parcel. No complaint, whatsoever, in this regard would be entertained after the submission of the Bid.
- 8.19. The Bidders are advised to carry out their own due diligence in respect of the Said Land Parcel.
- 8.20. The Bidder who submits the Bid shall be deemed to have full knowledge of the condition of the Said Land Parcel, relevant documents, information, etc. whether he/she actually inspects or visits the Said Land Parcel and verifies the same or not. The Bidders shall be deemed to have inspected and verified the Said Land Parcel to their entire satisfaction and for the purpose, Bidders may, in their own interest and at their own cost, verify the area of the Said Land Parcel and any other relevant information of this RFP, before submitting the Bids.
- 8.21. It shall be presumed that the Bidder has satisfied himself/herself about the title documents pertaining to the Said Land Parcel, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the Said Land Parcel and that the Bidders concurs or otherwise admits the identity of the Said Land Parcel to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Said Land Parcel and their conditions.
- 8.22. In case of any electrical lines, drainage, communication cables, devices, water supply lines passing through the land, the Successful Bidder should get it shifted with respective departments at his/her/their own cost and expense by paying necessary fees to the appropriate authorities. BSNL shall not take any responsibility in this regard.
- 8.23. Physical Handover of the Said Land Parcel will be given to the Successful Bidder after execution of the Sale Deed.
- 8.24. In case of any dispute regarding payment/registration of the Said Land Parcel or

any other matter relating to this e-Auction, the decision of BSNL shall be final.

- 8.25. **Arbitration:** In the event of any dispute arising between the parties hereto under this RFP, both parties agree that such disputes/differences shall be referred to a final and binding arbitration, with an arbitral panel comprising of three arbitrators, one each to be appointed by the BSNL and the Successful Bidder, respectively, and the third arbitrator appointed by the two arbitrators in the manner prescribed under the Arbitration and Conciliation Act, 1996 (Arbitration Act). The arbitration proceedings shall be governed by the procedure as specified in the Arbitration Act subject to the exclusive jurisdiction of Courts at New Delhi for filing of any petition from such arbitration proceeding including petition under Section-34 of Arbitration and Conciliation Act for setting aside of the award. The venue of arbitration shall be New Delhi, being BSNL's Headquarter. The language of arbitration shall be English and the costs/expenses of such arbitration shall be borne equally by the parties hereto, with arbitration tribunal having power to award costs.
- 8.26. In the event of any dispute between BSNL inter se and also between BSNL and Government Departments/Organizations such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- 8.27. The Successful Bidder must meet the Eligibility Criteria on the date of submission of the Bid and must continue to be eligible till the completion of the Transaction. Successful Bidder shall have the obligation to immediately notify the BSNL on its becoming ineligible any time during the Transaction. In the event of any Successful Bidder getting disqualified or not meeting the eligibility criteria, such Successful Bidder shall not be permitted to complete the Transaction.
- 8.28. All financial statements or data to be derived therefrom for the evaluation of Financial Criteria referred herein shall mean on a consolidated basis.
- 8.29. The offered land area of the Said Land Parcel is as mentioned in Clause 1.2. In case any variation in area of the Said Land Parcel is found at the time of handover by a process of measurement to be conducted by Revenue & Stamps Department, Government of Kerala at the cost of Successful Bidder in the presence of representatives of BSNL and Successful Bidder, the Sale Consideration shall be adjusted accordingly on pro-rata basis, according to the following formula

Amount to be adjusted=

$$\frac{\text{Sale Consideration for land area mentioned in RFP}}{\text{Total land area mentioned in RFP}} \times (\text{Revised land area post joint survey} - \text{total land area mentioned in RFP})$$

- 8.30. The interested Bidders may obtain further information from:-

A. For Site related information:

Name	Mr. Sri Liyakat Sikander Ambekari	Mr. Tamilarasi
Designation	Executive Engineer (Civil)	AGM(BP)
Address	Executive Engineer (Civil), BSNL Civil Division, 4th Floor, CTO Building, Karakkat Road, Ernakulam-16.	O/o PGMT, BSNL Bhavan, Ernakulam
Email ID	ee2ekm@gmail.com	agmbpek@gmail.com
Mobile Number	9422384733	9486100477

B. Consultants of the Site (M/s Jones LaSalle Property Consultants (India) Private Ltd.):

Name	Mr. Ashok Balag	Mr. Manoj Yg.
Address	JLL Property Consultants India Pvt. Ltd., UB CITY - Concorde Block No. 24, UB City, Vittal Mallya Road, Bengaluru - 560001	
Email ID	ashok.balag@ap.jll.com	manoj.yg@ap.jll.com
Mobile Number	9488829446	7042052458

C. For e-Tender/ e-Auction related information from:

Name	Ms. Unneti Saini
Designation	Deputy Manager
Address	MSTC, NRO, Delhi
Email ID	unneti@mstcindia.co.in
Mobile Number	7471118456

- 8.31. **Proprietary data:** All documents and other information supplied by the BSNL or submitted by a Bidder to the BSNL shall remain or become the property of the BSNL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bid and all other documents submitted by the Bidders, and the BSNL will not return to the Bidders any Bid, document or any information provided along therewith.
- 8.32. **Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The BSNL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 8.33. The BSNL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the BSNL, make available all such information, evidence and

documents as may be necessary for such verification. Any such verification, or lack of such verification, by the BSNL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BSNL there under.

- 8.34. **Modifications/ Substitution/ withdrawal of Bids-** The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.
- 8.35. **Correspondence with the Bidder** - Save and except as provided in this RFP, the BSNL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 8.36. Data Sheet with Key timelines of events in the Bid process are as below:

Sr No	Key Events	Process Timeline/ Date
1	Date of Pre-bid meeting	03.06.2024 At 11:00 hrs
2	Last date for submission of queries through email	06.06.2024
3	Last Date of reply to queries and uploading of amendments, if any, to MSTC Portal	12.06.2024
4	Bid submission start date and time	13.06.2024 at 11:00 Hrs
5	Bid submission close date & time	01.07.2024 at 15:00 Hrs
6	Technical bid opening date and time	02.07.2024 at 11:00 Hrs
7	Date of intimation of Technically Qualified Bidders	Notice shall be published on MSTC portal separately

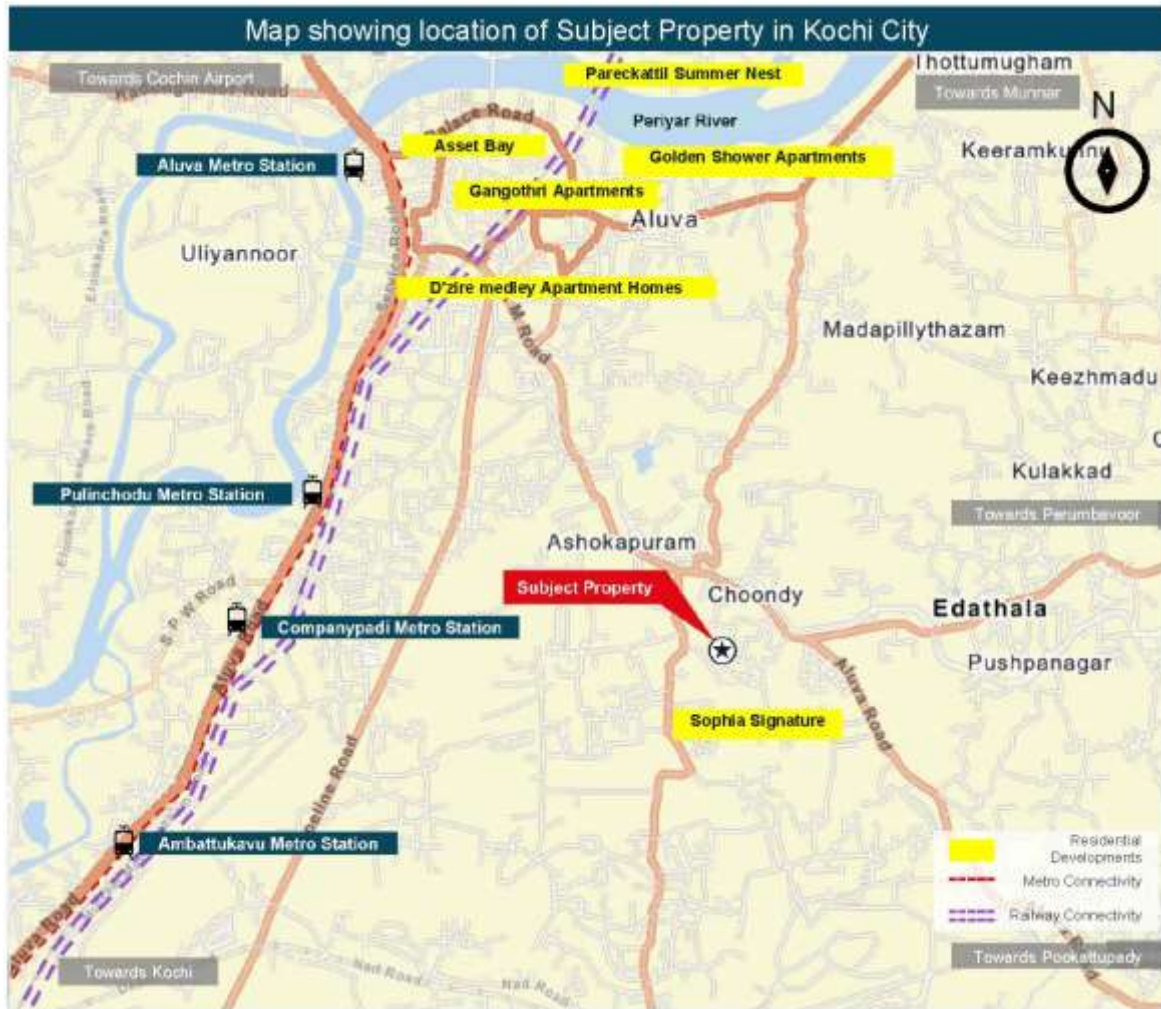
9. DISQUALIFICATION

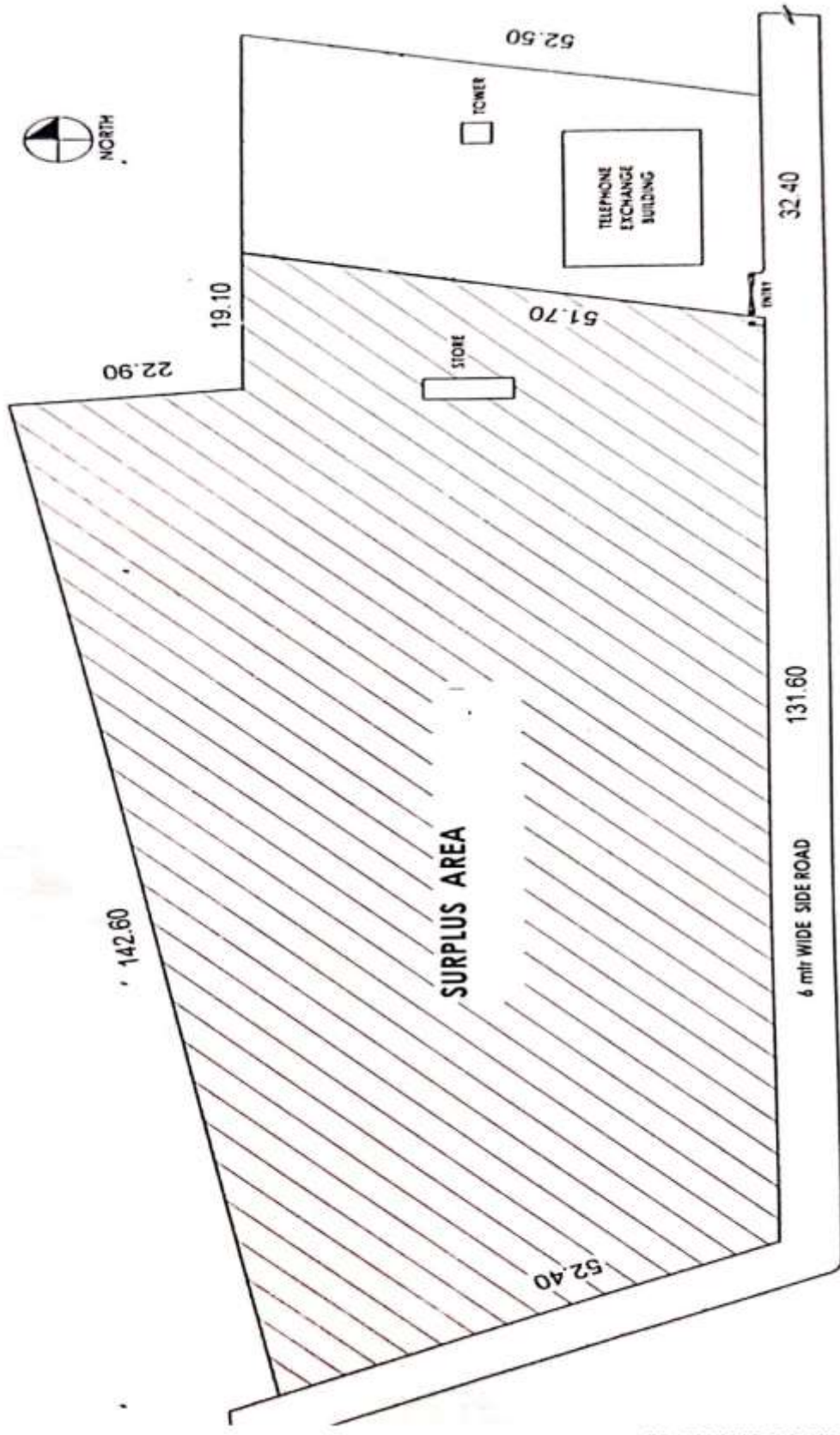
- 9.1. Any Bid which is found to be incomplete in content or attachments or authenticity is liable to be rejected. BSNL however reserves the right to seek clarifications/ pending documents in order to enable omissions to be dealt with during qualification process.
- 9.2. Without prejudice to any other rights or remedies available to BSNL, the BSNL reserves the right to disqualify any Bidder or Consortium Member and exclude its Bid from further consideration for any reason, including without limitation, those listed below-
- a) The Bidder/ Consortium member not satisfying the eligibility and requisite qualification criteria specified in the RFP document and hence not being eligible.
 - b) Failure by Bidder / any Consortium Member to provide the necessary and sufficient information required to be provided in the Bid in accordance with the RFP.
 - c) Failure by the Bidder to provide, within the time specified by the BSNL, the supplemental information sought by the BSNL for evaluation of the Bid.
 - d) If the Bid submitted by the Bidder is in any respect inconsistent with, or demonstrates any failure to comply with, the provisions of the RFP, including not being accompanied by the non-refundable Fee.
 - e) If, at any time, a material misrepresentation is made or uncovered.
 - f) If any condition or qualification or any other stipulation is inserted by the Bidder / any Consortium Member, in the Bid submitted by them.
 - g) Submission of more than one (1) Bid by any Bidder either as sole Bidder or as Consortium Member in which case, all such Bids shall be rejected.
 - h) Failure to comply with any reasonable request of BSNL in relation to the Transaction.
 - i) If BSNL is not satisfied with the ownership structure of the Bidder.
 - j) If at any time it is discovered that the Bidder / Consortium Member are subjected to winding up/insolvency/ bankruptcy proceedings or other proceedings of a similar nature.
 - k) Any information regarding or in connection with the Bidder / Consortium Member, their directors, their Associate Company, Subsidiary, Promoter or Promoter Group which becomes known that is detrimental to the national security and/or national interest and/or the Transaction.
 - l) Bidder/ Consortium Member is prohibited or restricted under FEMA, 1999 or any rules or regulations made there under. It being clarified that sectors where government approval is required will not be considered as 'restricted'.
 - m) If it is discovered at any stage of the Transaction that the Bidder / Consortium Member does not possess requisite corporate authorizations to participate in the Transaction.
 - n) Breach of any undertaking under any documents executed by the Bidder in connection with this Transaction.
 - o) If the Bidder has been blacklisted/ De-registered/ debarred by Government

of India/ any state government/ any central or state Government department/ Public Sector Undertaking or any entity controlled by them from taking part in Government tenders for any reason including any kind of fraudulent activities.

- 9.3. Where Bidder is a Consortium, if any of the Consortium Members are disqualified, the Consortium shall automatically stand disqualified.
- 9.4. The Bidder / any Consortium Member who is not qualified to participate in the Transaction pursuant to the Government of India office memorandum No. 3/9/2016-DoD-II-B dated September 28, 2017 as amended from time to time.
- 9.5. If the Bidder/ any Consortium Member does not satisfy any of the requirements as may be issued by the GOI by way of notifications/ guidelines / circulars or such similar notifications from time to time, including any conditions for qualification, the Bid submitted by the Bidder shall be disqualified.
- 9.6. Integrity Pact Clause: If a Bidder /any Consortium Member is found involved in corrupt practices, unfair means or illegal activities or found to have been directly or indirectly engaged in any action or conduct to influence the process envisaged under this RFP during any stage of the Transaction or during the bid process and during the negotiation and execution of the Sale Deed, the Bidder shall be disqualified, at the sole discretion of BSNL.
- 9.7. BSNL's determination that one or more of the events specified in this RFP Document has occurred shall be final and conclusive.
- 9.8. If such disqualification/rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then the BSNL reserves the right to annul the Bidding Process and invite fresh Bids.

10. Schedule - Layout Map





Note: The dimensions/ area indicated in the map are approximate

Annexure – 1
BID FORM (TENDER STAGE)

[On the Letter head of the Bidder / Lead Consortium Member]

To,
BHARAT SANCHAR NIGAM LIMITED
Bharat Sanchar Bhawan
Harish Chandra Mathur Lane, Janpath
New Delhi

Subject: Bid for the Proposed Sale of Land Parcel held by Bharat Sanchar Nigam Ltd. (**BSNL**) of 9000 Sqm at TELEPHONE EXCHANGE COMPOUND, CHOONDY, ALUVA, ERNAKULAM, KERALA - 683561 (the “**Said Land Parcel**”); collectively, referred to as the (**Transaction**).

Dear Sir,

1. I/We, the undersigned (**Name of the Bidder/s**) have received/ deemed to have received and reviewed all the requisite and relevant information pertaining to the Said Land Parcel as contained in the RFP Document or otherwise and having read, understood and considered all other relevant information, I/We hereby give a bid for participating in the e-Auction Process for purchase of the Said Land Parcel on the following terms and conditions:
 - (a) I/We am/are interested in taking the ownership rights of the Said Land Parcel subject to acceptance of my/our Bid, which once accepted will be binding on me/us.
 - (b) I/We confirm and represent that we have the requisite corporate authorisations to submit this bid.
 - (c) We represent that all the information provided in this bid Form along with supporting documents is complete and accurate in all respects.
 - (d) We have agreed that _____ (insert name and designation of individual) will act as our representative/representative of the Consortium and has been duly authorised to submit this bid form along with all the documents to be submitted pursuant to this bid (“Representative”).
 - (e) We undertake that in the event we are selected as the Successful Bidder and make the investment then each Consortium Member, shall be jointly and severally liable for obligations of the Successful Bidder and shall also be a party to the Sale Deed. The Lead Member shall, additionally, be responsible for ensuring the individual and collective commitment of each of the Consortium Members in discharging all of their respective obligations in connection with the bid. (applicable for the case of Consortium).
 - (f) I/we have paid EMD of INR _____ (INR through digital transfer on the MSTC portal and Bank Guarantee / Fixed Deposit Receipt for Rs.) The original BG/FDR shall be submitted by me in the designated BSNL office as per Clause 3.3 within one week of the last date of submission of bid.
 - (g) I/We agree that in case I/we am/ are selected as Successful Bidders and if

- I/we wish to withdraw from the bid process after issuance of the Acceptance Letter, BSNL shall retain the EMD paid by us, as reasonable pre-estimated liquidated damages, and we shall not claim the same from BSNL or their representatives nor shall we have any claim on the Said Land Parcel, and BSNL has the right to use/sell the Said Land Parcel as it may deem fit without any intervention from us.
- (h) I/We agree that in case I/we am/are the Successful Bidder, I/we shall pay the entire consideration amount in accordance with terms of Acceptance Letter and then get signed/ executed the Sale Deed and lodge the same for registration with the designated Sub-Registrar of Kerala State Government in accordance with the Acceptance Letter.
- (i) I/We agree that in case I/we am/are the Successful Bidder, I/we shall bear and pay stamp duty, registration charges, Goods and Services Taxes and all other statutory amounts and expenses in respect of the Transaction contemplated herein.
- (j) In the event of my/our failing to abide by the terms of the RFP Document/ Acceptance Letter (in case I/we am/are the Successful Bidder), BSNL shall without any further recourse to me/us be entitled to forfeit the entire money deposited by me/us as reasonable pre-estimated liquidated damages and I/we will not be entitled to claim damages or any other reliefs from/against BSNL.
2. I/We shall forthwith make available to BSNL any additional information they may find necessary or require supplement information/document to authenticate the Bid and its supporting documentation failing which I/We agree and confirm that my/our Bid shall be entitled to be rejected by BSNL at any time without assigning any reason there for.
3. I/We hereby assure, represent, and declare as under:
- (a) I/We have adequate financial capabilities to purchase the Said Land Parcel; that in the event that BSNL discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid Process;
- (b) I/We undertake that in case due to any material change in facts or circumstances or the applicable laws during the Bid Process, due to which we are attracted by the provisions of disqualification in this RFP, we shall intimate BSNL of the same immediately;
- (c) BSNL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from us and such right will not discharge us/me from our representation of all the information provided by us to BSNL as true and accurate in all respects;
- (d) I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge in any Court of Law or question any decision taken by BSNL in connection with the selection of Successful Bidders or in connection with the Bid Process itself, in respect of the Transaction and the terms and implementation thereof.
- (e) **Integrity Pact Clause:** If I/we are found involved in corrupt practices, unfair

- means or illegal activities or any act or conduct directly or indirectly to influence any person relating to this RFP document during any stage of the Transaction or during the bid process or during the negotiation or execution of the Sale Deed, I/we shall be disqualified, at the sole discretion of BSNL.
4. I/We understand that:
 - (a) our Bid submitted shall remain valid for a period as specified in Clause 8.2 of this RFP or till the bids are rejected, whichever is earlier;
 - (b) BSNL may in their absolute discretion reject or accept any bid, cancel the Bid Process or reject all Bids; and
 - (c) BSNL has the right to reject my/our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever and their decision will be final and binding on us.
 5. I/We acknowledge that the BSNL will be relying on the information provided in the bid and the documents accompanying such bid for qualification of the Bidders and I/we declare that all statements made by us and all the information provided by us pursuant to this bid are complete, true and accurate.
 6. I/We have read the RFP Document with Annexures and I/we agree to abide by the same and declare that we are completely qualified and eligible as per the RFP document.
 7. In the event I/we am/are not qualified as Successful Bidder and my/our bid stands rejected, the EMD without any interest will be paid back after declaration of Successful Bidder.
 8. List of Enclosures:
 - (a) A copy of Bidder's Board Resolution authorizing the authorized signatory to submit Bid (in case the Bidder is a company/LLP / partnership firm / trust / society/ Fund). During the Bid Process, such authorized signatory only shall be entertained for all communications;
 - (b) General Power of Attorney
 - (c) Power of Attorney in favour of Lead Member.
 - (d) Certified true Copy of the Consortium Agreement between the Consortium Members
 - (e) Copy of Aadhar Card / Copy of PAN
 - (f) Copy of GST Registration Certificate
 - (g) Financial closure documents (Annual financial statements, bank records etc.)
 - (h) Prior approvals / permissions obtained, if any, in case of FDI.

Dated _____

Name of the Bidder _____

Signature of the Authorized Person _____

Name of the Authorized Person _____

Rubber stamp/ seal (if any) _____

Annexure - 2

BIDDER'S PROFILE [On the Letterhead of the Bidder]

(Supporting documents with respect to the Bidder and a brief write up about the background and profile are to be certified by their auditor, or chartered accountants in the case of individuals and attached. In case of Consortium: The information should be provided for all the members of the Consortium along with their equity participation)

BIDDER'S DETAILS

Sr No	ITEMS	DETAILS
1.	Name of the Bidder/Entity	
2	Legal Status	{sole proprietorship firm/ partnership firm/ limited liability partnership/ private limited/ public limited company/ society/ trust/ fund}
3	Bidder Status	{Sole Firm/ Lead Member/ Member Consortium}
4	Full Address of Reg. Office with Telephone No. Mobile No. & E-Mail	
5.	a) Name of the authorized representative (b) Designation and postal address	
6.	Year of incorporation/registration of the company / LLP/ partnership firm / trust / society/funds under Companies Act/ Limited Liability Partnership Act, 2008/ Indian Partnership Act, 1932/ Indian Trusts Act, 1882/ Societies Registration Act, 1860/Applicable Law.	
7	Banker's Name and Address	
8.	PAN / GIR/TAN No (Attach Self Attested copy)	

Following documents shall be provided by the Bidder to demonstrate eligibility:

1. Copy of registration/ incorporation certificate issued by the registrar of companies/firms/ societies/applicable government authority.
2. Articles of Association, Memorandum of Association and other documents of Constitution/ Charter Documents, and documents of registration of the participating legal entity.
3. Board Resolution/Power of Attorney/any other form of authorization in favor of the Authorized Representative of the Entities.
4. Copy of PAN/GST Certificate.

5. List of Names and addresses of all foreign collaborators along with Passport Copy/ Identification Proof of Company/Entity.
6. Copy of audited annual financial statements including Balance Sheet and Profit & Loss Account statement of the firm for the year ending 31.03.2023.
7. Financial Statement for the year ending 31.03.2023 (to be stated in INR)¹

Sr No.	Particulars	FY 2022-23
1	Annual Turnover	
2	Total Assets	
3	Current Assets	
4	Total Liabilities	
5	Current Liabilities	
6	Net Worth	
7	Working Capital	
8	Net Profit	

Note: The above highlighted table is only for representational purposes. The original audited financial statements are to be provided by the Bidders in standard format.

8. Documents for the purpose of representing the financial capabilities of the company / firm/ entity to be duly certified by the auditors or Chartered Accountant.

BACKGROUND OF THE INDIVIDUAL:

1.	Name of the individual:	
2.	Profession	
3.	Aadhar Card No:	
4.	Pan card details	
5.	ITR Details (for the year ending 31.03.2023)	
6.	Bankers details	
7.	Net-worth Certificate	
8.	Recent Bank Statements for one year	

¹ Audited Annual Financial Statements (along with notes) including Balance sheets/ Profit-loss accounts shall be submitted for the year ending 31.03.2023 and the above financial statement shall be certified by its Statuary Auditor.

Annexure - 3

**PROFORMA FOR BANK GUARANTEE IN LIEU OF PART EARNEST MONEY
DEPOSIT**

(To be stamped in accordance with the Stamp Act)

Ref No.

Bank Guarantee No.

Date

To,

Bharat Sanchar Nigam Limited

Dear Sir(s),

In accordance with Request for Proposal (RFP) invited vide no.

M/s.

having their Registered/ Head Office at (hereinafter called the
Tenderer) wish to participate in the said tender for sale of

As an irrevocable Bank Guarantee against part of Earnest Money Deposit for an amount
of Rs. (Rupees
only) is required to be submitted by the Tenderer as a condition precedent for
participation in the said Tender, which amount is liable to be forfeited on the happening of
any contingencies mentioned in the Tender Document.

We, the Bank at having our Head Office
..... guarantee and undertake to pay
immediately on demand by M/s. Bharat Sanchar nigam Limited (BSNL) , the amount
without any reservation, protest, demur and recourse. Any such demand made by BSNL,
shall be conclusive and binding on us irrespective of any dispute or difference raised by
the Tenderer.

This guarantee shall be irrevocable and shall remain valid upto (this
date should be one year from the date of publishing of this RFP. If any further extension
of this guarantee is required, the same shall be extended to such required period on
receiving instructions from M/s on whose behalf this guarantee
is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on
this

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....
Telephone Numbers

Fax numbers

POWER OF ATTORNEY

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and to be notarized and submitted by the Bidder/each Consortium Member submitting the bid)

(This annexure is not applicable for individuals who are representing themselves while submitting the Bid and will subsequently executing the sale deed if qualified as H1 Bidder)

To all to whom these presents shall come, I (individual) / We (name of the entity) residing at / having our registered office/principal office at [address of the registered office/principal office / Individual] do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms (name) _____/daughter/wife of _____ and presently residing at _____ who is presently [designated by myself (in case of individuals) / employed with us (in case of entities) / the Lead Member of our Consortium] and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf:

- (i) to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for the proposed sale of the Said Land Parcel by Bharat Sanchar Nigam Limited including but not limited to signing and submission of all applications, participate in Bid and other conferences and providing information/responses to BSNL and generally dealing with BSNL in all matters in connection with or relating to or arising out of our application for qualification for the Transaction and
- (ii) execution of the sale deed for the Transaction and to take all actions, deeds (including signing any documents) in relation to the Transaction.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

We confirm and declare that we have not executed any other power of attorney in favour of any other person(s) in relation to the subject matter of this power of attorney and this power of attorney is irrevocable.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the Request for Proposal Document dated _____ issued by BSNL for sale of property of area _____ at _____.

IN WITNESS WHEREOF WE, IN THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____

.....

(Signature, name, designation, and address) In the presence of:

- 1.
- 2.

Accepted

Name,

Title and Address of the Attorney)

(To be duly notarized)

Notes:

- 1 *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be appropriately stamped and notarized.*
- 2 *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3 *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure - 5

FORMAT FOR CONSORTIUM AGREEMENT (IN CASE OF CONSORTIUM)

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution]

THIS Consortium Agreement ("**Agreement**") executed on this _____ day of _____ Two thousand _____ between

1. M/s [insert name of Lead Member] _____ a partnership firm or company incorporated under the laws of _____ and having its Registered Office at _____, having CIN / LLPIN/ registration/ incorporation number (if applicable) _____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns);
2. M/s _____ a partnership firm or company incorporated under the laws of _____ and having its Registered Office at _____ having CIN / LLPIN/ registration/ incorporation number (if applicable) _____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns); and
3. M/s _____ a partnership firm or company incorporated under the laws of _____ and having its Registered Office at _____ having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "Member-3", which expression shall include its successors, executors and permitted assigns),

for the purpose of submitting response to RFP dated _____ inviting bids for Transaction relating to Said Land Parcel.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS, BSNL had invited RFP via advertisement dated _____;

WHEREAS the Instructions for participation in the e-Tender cum e-Auction as per RFP stipulates that in case Bid is being submitted by a Consortium of Bidders, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by BSNL.

All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per RFP.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and mutual agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, _____, Member-3 _____ and to submit the Bid;
2. ²We have formed Consortium comprising of _____ members as follows:
(% of the shareholding of the Consortium members to be provided)

Member 1 _____
Member 2 _____
Member 3 _____
3. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
4. All Members shall be jointly and severally liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations.
5. We acknowledge that after the submission of the Bid, the composition of the Consortium shall be maintained till the execution of Sale Deed, if it is shortlisted as the Successful Bidder.
6. We undertake that the shareholding of the Consortium will be subject to the provisions of the RFP and any restrictions prescribed therein.
7. We acknowledge that in the event we are selected as the Successful Bidder and make the investment then each Consortium Member, shall be jointly and severally liable for obligations of the Successful Bidder and shall also be a party to the Sale Deed along.
8. We acknowledge that BSNL will have rights of enforcement as against the Successful Bidder and also against each Consortium Members for breach of any undertakings made or agreements entered into with BSNL, by the Bidder or any member of the Consortium.
9. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with any BSNL or persons as required.
10. The Lead Member shall be jointly and severally liable irrespective of its compliances or financial commitments.

² One of the members of Consortium need to be nominated as a lead member who should have highest percentage of the equity/ownership stake and such percentage should be at least 26% (twenty six percent) of equity/ownership stake. All members of the Consortium to hold at least 10% equity/ownership stake in the Consortium. A copy of this Consortium Agreement shall be enclosed with the Bid.

11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
12. This Agreement shall come into effect on the day first above written and shall remain valid until the Consortium has any unfulfilled obligation. In the event however the Consortium is the Successful Bidder, this Agreement will be valid for so long as the Successful Bidder has any unfulfilled obligations under such agreements.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in Bid.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties, or obligations under the Transaction except with prior written consent of BSNL.
15. I/We further confirm that I/we am/are not disqualified in terms of the RFP. In the event, we are attracted by any of the disqualifications during the pendency of the process of Transaction, owing to change in facts or circumstances, we undertake to immediately intimate the BSNL.
16. Each Consortium Member represents, warrants, and covenants that:
 - a. It satisfies the Eligibility Criteria provided in the RFP.
 - b. It will execute the Sale Deed.
 - c. It is not a member of any other Consortium in relation to any bid made pursuant to the RFP.
 - d. It shall not change the composition of the Consortium (i.e., inclusion or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid in non-compliance of the RFP.
 - e. It shall provide a Self-Declaration for Security Clearance as required under the RFP.
 - f. All the parties of this Agreement will satisfy all the terms and conditions prescribed in the RFP.
17. This Agreement
 - i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Member.
 - ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of BSNL.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s _____ [Member 1]

(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____)

Witnesses:

i. Signature.....

Name:

Address:

ii. Signature.....

Name:

Address:

For M/s _____ [Member 2]

(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership _____)

Witnesses:

i. Signature _____

Name:

Address:

ii. Signature _____

Name:

Address:

For M/s _____ [Member 3]

Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____)

Witnesses:

i. Signature _____

Name:

Address:

ii. Signature _____
Name: Address:

**FORMAT OF UNDERTAKING
TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO
BLACKLISTING/ DEBARMENT, BY ORGANISATION**

AFFIDAVIT/UNDERTAKING REGARDING BLACKLISTING / DEBARMENT

(To be executed on Stamp paper of appropriate value & attested by Public
Notary/Executive Magistrate by the Bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/s. _____ having been authorized vide [Insert details of any valid authorization like board resolution, power of attorney etc] hereby declare that the firm/company namely M/s. _____ has not been blacklisted/ De-registered/ debarred in the past by any Government department/ Public Sector Undertaking from taking part in Government tenders for any reason including any kind of fraudulent activities.

OR

I / We Proprietor/ Partner(s)/ Director(s) of M/S. _____ hereby declare that the firm/company namely M/S _____ was blacklisted or debarred by _____ [insert name of the Government Department/ PSU] from taking part in Government tenders for a period of _____ years w.e.f. _____

The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/We are fully aware that the Bid/ contract will be rejected/cancelled by BSNL, and EMD shall be forfeited and further I understand to compensate the BSNL, for the consequences arising out of wrong declaration including blacklisting for a period of one year.

For _____

Authorised Signatory Date:

Draft Confidentiality Undertaking

(To be appropriately stamped and notarized and submitted by the Bidder/ each Consortium Member)

DEED OF CONFIDENTIALITY UNDERTAKING

This DEED OF CONFIDENTIALITY UNDERTAKING ("**Undertaking**") is made on this _____ day of _____, 202_____.

BY

M/s _____ [insert name of Bidder/ Lead Member of Consortium] a [Limited liability partnership/company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called the ["Bidder" OR "Lead Member"]³, which expression shall include its successors, executors and permitted assigns);

AND

M/s _____ [insert name of Consortium Member] a [Limited liability partnership/company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at (hereinafter called "Member-2", which expression shall include its successors, executors and permitted assigns);

AND

M/s _____ [insert name of Consortium Member] a [Limited liability partnership/company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at (hereinafter called "Member-3", which expression shall include its successors, executors and permitted assigns);

The Lead Member, Member-2 and Member -3, shall be collectively referred to as Bidder]⁴

IN FAVOUR OF:

Bharat Sanchar Nigam Ltd (BSNL), a company incorporated under the Companies Act, 1956, (Central Public Sector Enterprise), bearing corporate identification number (CIN) U74899DL2000GOI107739, having its corporate headquarters in Harish Chandra Mathur

³ Delete whichever is not applicable

⁴ Delete if not applicable

Lane, Janpath, New Delhi 110001, ("**BSNL**" or the "**Company**")

WHEREAS:

- A. BSNL issued a Request for Proposal Document dated _____ ("**RFP**") for sale and transfer of property of area _____ at _____ ("**Said Land Parcel**").
- B. The Bidder in response to the said RFP issued a bid for acquisition of Said Land Parcel to culminate the transaction ("**Transaction**")
- C. In the context of the Bidder's interest in the Transaction, the Disclosing Party (as defined hereinafter) may disclose Confidential Information (as defined hereinafter) to the Receiving Party (as defined hereinafter) to enable the Bidder to evaluate the Transaction.

NOW, THEREFORE, in consideration for receiving the Confidential Information, the Bidder hereby executes this Undertaking and undertakes, represents, warrants, covenants and agrees to the terms and conditions contained herein:

- 1.1. Capitalised terms and expressions used but not defined in this Undertaking shall have the same meaning ascribed thereto in the RFP. The following capitalized expressions used in this Undertaking (including the recitals) shall have the meaning assigned to them hereunder.
- 1.2. "Transaction Advisor" means advisor / consultant appointed by BSNL to assist them in works related to bid process management and conclusion of transactions related to the Said Land Parcel. The Transaction Advisor for Said Land Parcel is Delhi Integrated Multi-Modal Transit System Ltd.
- 1.3. "Confidential Information" means and includes any and all facts, knowledge, information, documents and materials whether written or oral, obtained or received in the process of the Transaction from the Disclosing Party and/or any other person, including as part of due diligence process, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding the foregoing, the following information will not constitute "Confidential Information" for purposes of this Undertaking:

- (a) Information which the Bidder can prove was already in the possession of the Receiving Party and was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party.
- (b) Information which is obtained by the Receiving Party from a third person who, insofar as is known to the Receiving Party, is not prohibited from disclosing the information to the Receiving Party under a contractual, legal or fiduciary obligation to the Disclosing

- Party; and
- (c) Information which is or becomes generally available to the public otherwise than as a result of a breach of this Undertaking by the Receiving Party.

The decision of the BSNL on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive, and binding.

- 1.4. "Disclosing Party" means the Transaction Advisor, the BSNL, other Governmental Authority and/or their respective Representatives, whether jointly or severally.
- 1.5. "Governmental Authority" means any governmental or regulatory authority, government ministry or department in India or other rule or regulation making entity having jurisdiction or acting on behalf of the Republic of India or any political subdivision thereof.
- 1.6. "Person" means any individual, company (including the BSNL and the Transaction Advisor), firm, association, trust, or any other organization or entity (including the Government and any governmental or political subdivision, ministry, department, or agency thereof)
- 1.7. "Receiving Party" means the Bidder and its/ their Representatives, whether jointly or severally.
- 1.8. "Representative(s)" of any Person includes the directors, officers, employees, agents, consultants, advisors, lenders for financing of this Transaction, partner (in case Receiving Party is a partnership firm), shareholder(s) holding more than 50% equity share capital of the Receiving Party on a fully diluted basis or any other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the individual Representatives of the Representatives who are not individuals and are juristic entities.
2. The Confidential Information disclosed by the Disclosing Party or any other person in connection with the Transaction to the Receiving Party, or acquired by the Receiving Party in the course of any studies conducted by the Receiving Party, will be received and treated by the Receiving Party as strictly confidential, subject to its obligations contained herein, and the Receiving Party shall not, without the BSNL's prior written consent issued by its authorized personnel, or as expressly permitted herein, directly or indirectly disclose to any other Person, or use or allow others to disclose or use, the Confidential Information.
3. The Receiving Party will use the Confidential Information only to evaluate the Transaction and to decide whether or not it wishes to proceed with the Transaction and not for any purpose other than the Transaction. The

Receiving Party will not directly or indirectly use the Confidential Information for any other purpose or in any other manner whatsoever and shall particularly ensure that the interests of the BSNL / Transaction Advisor are not adversely affected in any manner whatsoever.

4. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information, by the Bidder's execution of this Undertaking, the Bidder, for itself and on behalf of all other Receiving Party, agrees that all of the Confidential Information shall be held and treated by the Receiving Party in strict confidence. The Bidder agrees (a) to disclose Confidential Information only to Consortium Members and/or those of its Representatives who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each such Bidder or Representative of the Bidder will be informed and advised in writing by the Bidder of the confidential nature of such information and the contents of and the obligations under this Undertaking and (b) to satisfy itself that each such Consortium Member and/or Representative of the Bidder will hold and treat the Confidential Information in confidence and act in accordance therewith. The Bidder agrees that the Confidential Information shall not, without the BSNL's prior written consent, be disclosed by the Bidder and/or its/ their Representatives in any manner whatsoever, in whole or in part, to any third Person, and shall not be used by the Bidder or its Representative other than in connection with an evaluation of the Transaction. It is clarified that for any disclosure of Confidential Information by Representatives of Bidder(s) which is not allowed as per the terms of this Undertaking, the Bidder shall be responsible for the same and the Bidder will ensure that any injunctive relief obtained by the Disclosing Party is enforced against such Representatives also.

The Bidder recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the possible resultant impact to the BSNL and the Government if the Confidential Information is disclosed or allowed to be disclosed to an unauthorised party or used for any purpose other than evaluating the Transaction. The Bidder acknowledges and agrees that it is imperative that all Confidential Information remains confidential.

The Bidder, before disclosing any of the Confidential Information to any Representative of the Bidder, or any Representative of a Consortium Member(s), as the case may be, shall ensure that such Representative of the Bidder or Consortium Member(s), as the case may be, has already executed and furnished to the BSNL, a written undertaking within 7 (seven) days of it becoming a Consortium Member.

Notwithstanding any agreement or undertaking, the Bidder agrees that it shall continue to be responsible and liable for any breach of this Undertaking even though the same is caused by any act or omission of any of the

Representative of the Bidder and/or Representative of a Consortium Member(s), as the case may be, and shall indemnify and hold the BSNL, and the Transaction Advisor harmless (including provisions of clause 6 and 15 set forth herein) from any breach of this Undertaking or consequences and claims arising therefrom.

[In case the Bidder is a Consortium, it agrees that for the purpose of this Undertaking, its liability shall be joint and several with each of the Consortium Members.]⁵

5. Except as permitted by Clause 4 herein and except as expressly permitted by the Sale Deed, entered into by the Bidder, the Receiving Party will not directly or indirectly disclose to any Person (including another prospective purchaser who has been provided Confidential Information) the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party have inspected any portion of the Confidential Information, or that the Receiving Party had discussion or negotiation in relation to the Transaction. Except with the prior written consent of the BSNL, and except as expressly permitted by the Sale Deed, the Receiving Party will not directly or indirectly disclose to any Person the fact that any discussions or negotiations are taking place concerning the Transaction, including the status and content of such discussions or negotiations.
6. On acquiring the Confidential Information on the terms stated in this Undertaking or otherwise, the Receiving Party shall comply with all applicable law, and the Bidder hereby jointly and severally indemnifies and agrees to hold the Transaction Advisor and the BSNL indemnified and harmless (without prejudice to Clause 15 set forth below) against all and any consequences arising from any violation by the Receiving Party of such applicable laws.
7. If the Receiving Party is requested or becomes legally compelled (by oral questions, summons, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a Governmental Authority and/or regulatory body (including any self-regulated organisation in India or overseas) to make any disclosure that is prohibited or otherwise constrained by this Undertaking or any similar undertaking or agreement, the Receiving Party will provide the the BSNL with prompt written notice of such request so that the BSNL may seek an appropriate injunction, protective order or other appropriate remedy. Subject to the foregoing, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of the Bidder's legal counsel (reasonably acceptable to the BSNL), the Receiving Party is legally compelled or is otherwise legally required to disclose or else stand liable for contempt or suffer other material censure or

⁵ Delete, if Bidder is not a Consortium

material penalty; provided, however, that the Receiving Party must use best efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed.

8. The confidentiality obligations contained in this Undertaking may, at the discretion of the BSNL be amended, modified or superseded upon the Bidder and/or any company formed and promoted by them for executing the Sale Deed, but shall be without prejudice to any of the BSNL's rights in respect of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.

The Bidder agrees that the BSNL reserves the right, in its sole discretion to modify the process of the Transaction in any part and/or to vary any terms at any time without prior notice to the Bidder and/or to reject any or all proposals made by the Bidder with regard to the Transaction.

9. The BSNL may elect at any time to terminate further access by the Receiving Party to any Confidential Information required by the Bidder in connection with its evaluation of the Transaction. After any such termination by the BSNL as specified in Clause 8 above, or after the decision of the Bidder to not proceed with the Transaction, the Bidder:
 - (a) will promptly deliver to the concerned Disclosing Party, all Confidential Information including all documents or other materials furnished by such Disclosing Party to the Receiving Party, together with all copies and summaries thereof in the possession or under the control of the Receiving Party, and
 - (b) will destroy materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material.

Any such destruction pursuant to the foregoing must be confirmed by the Bidder in writing to the BSNL (such confirmation must include a list of the destroyed materials). The Bidder acknowledges that the return of the Confidential Information and the return or destruction of the

Confidential Information pursuant to termination or otherwise shall not release the Receiving Party from its obligations under this Undertaking.

10. The BSNL reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party with regard to the Transaction and to terminate discussions and negotiations with the Receiving Party at any time. Without limiting the preceding sentence, nothing in this Undertaking (i) requires either the Bidder or the BSNL to enter into the Transaction or to negotiate such Transaction for any specified period of time or (ii) requires the BSNL to enter into an agreement or an understanding, or prohibits the BSNL from entering into any agreement or understanding, for proceeding

with the Transaction with any other Person.

11. The Bidder understands, acknowledges and agrees that the BSNL retain the right to determine, in their sole discretion, the information that they wish to make available to the Receiving Party and the personnel through whom the same will be made available. Further, nothing in this Undertaking shall amount to or be construed as the Disclosing Party making any representations or warranties, express or implied, as to the accuracy and/or completeness of the Confidential Information and the Disclosing Party shall have no liability whatsoever to the Receiving Party resulting from the Bidder's use of the Confidential Information. The Bidder also agrees that if it determines to proceed with the Transaction, its determination will be solely based on the terms of the Sale Deed as well as on its own investigation, analysis, and assessment of its investment. Moreover, unless and until such Sale Deed is entered into, neither the BSNL nor the Bidder will be under any legal obligation of any kind with respect to the Transaction except for the matters specifically agreed to in this Undertaking or in another written and duly executed Sale Deed.
12. The Bidder hereby indemnifies and agrees to hold the Transaction Advisor and the BSNL indemnified and harmless from all and any damages, losses, costs, or liabilities (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by any Receiving Party of the Confidential Information or other violation of this Undertaking (notwithstanding that a receiving party may not be party to this Undertaking) or of any similar undertaking or agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Undertaking or any similar undertaking or agreement by the Receiving Party and any such breach would cause the Disclosing Party irreparable harm, the Bidder also agrees that, in the event of any breach or threatened breach of this Undertaking or such similar undertaking or agreement, the Transaction Advisor or the BSNL will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Undertaking but will be in addition to all other remedies available at law or equity to the Transaction Advisor and/or the BSNL.
13. The Bidder understands, acknowledges, confirms, and agrees that BSNL is beneficiary under this Undertaking. The Bidder further agrees and confirms that BSNL will be entitled to and may enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking.
14. The Receiving Party agrees that in case the Bidder or any Consortium Member decides not to proceed with the Transaction or if the BSNL notify the Bidder or any Consortium Member that the BSNL does not wish the

Bidder or any such Consortium Member to consider the Transaction any further, the terms of the Undertaking shall survive on even subsequent to the date of receipt of notification of such decision by the relevant party.

15. The Bidder agrees that no failure or delay by BSNL in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereto.
16. The terms of this Undertaking may be varied only with the BSNL's prior written agreement. This Undertaking shall be effective as of the date first above given on the first page of this Undertaking.
17. This Undertaking shall be governed by and construed in accordance with the substantive laws of India without giving effect to its conflict of law principles.
18. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage prepaid, or by cable or facsimiles as follows.

If the notice is to the Bidder:

Bidder/ Lead Member	[Member-2] ⁶
_____	_____

Any of the Bidder, the BSNL may change its address by a notice given to the other in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by cable or facsimile or email whichever shall first occur.

IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorized representative of the Bidder on the date and year first hereinabove written.

<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>FOR [<i>Insert name of the Bidder/Lead Member</i>]</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____/any similar authorization)</p>
<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>[FOR [<i>Insert name of Member-2</i>]]</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated _____/any similar authorization)</p>

Important Instructions:

- 1) *For a Confidentiality Undertaking executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law.*
 - 2) *In case of a Consortium, all the Consortium Members are required to submit the Confidentiality Undertaking.*
- 1)