

# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)



## MAHARASHTRA TELECOM CIRCLE

### SSA : NASHIK

**Address:** Sanchar Bhavan , Mico Circle  
Nashik- 422002

**NAME OF WORK:** - EXPRESSION OF INTEREST(EOI) FOR RENTING OUT OF BUILT UP SPACE IN BSNL BUILDING AT VARIOUS PLACES IN NASHIK SSA ON LEASE & LICENSE BASIS

**Issued to:** .....

**Signature of Officer issuing the documents:** .....

**Designation:**.....

**Date of issue:**.....

**EOI NO:-** AGM (NWP) / Vacant Space / EOI /01

**Dated:** 28/07/2020

This document consists of **38** pages

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**SECTION-I**

EOI NO:- AGM (NWP) / Vacant Space / EOI /01

Dated: 28/07/2020

**NOTICE INVITING EXPRESSION OF INTEREST (NIEOI)**

- 1.0) Sealed Expression of Interest (hereinafter called 'EOI') for renting out of built up space on Leave & License basis in Nashik SSA at various places , is hereby invited in two bid system in the prescribed Proforma by the O/o Sr. GMT BSNL Nashik up to 1500 hrs on the date mentioned below.
- 2.0) The following organizations are eligible to submit their bids:-
- (a) Central/ State Government departments, Central/State Government Public Sector Undertakings.
- (b) Autonomous bodies, Semi-Government bodies running with the budgetary support of the Government.
- (c) Scheduled Banks, both Government owned as well as Private except the Co-operative Banks.
- (d) International bodies ,and
- (e) Reputed Private Companies with annual turnover of not less than Rs. 25 crores in Metro cities & 10 crores at State capitals / UTs.However at other cities, towns etc .,the condition of annual turnover shall be relaxed up to 5 crores subject to deposit of 12 months rent equivalent as performance guarantee in advance for leasing out space in BSNL buildings".Use of the property shall not be prejudicial to the interest of BSNL and the decision of the SSA head or an equivalent officer shall be final in this regard.

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

- 3.0) Bid form consisting of eligibility criteria, terms and conditions, and the Proforma of the EOI can be had from the aforesaid office from 1100 hrs to 1600 hrs on all the working days, up to penultimate day of the last date of submission of the EOI.
- 4.0) The bid form can also be downloaded from the website [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in).
- 5.0) Details for obtaining bid forms, receipt and opening thereof shall be as follows:-

SN	Stage	Date and Time
a	Last date for receipt of application for issue of bid form	17/8/2020 up to 15:00 hrs
b	Last date for issue of bid form	17/8/2020 up to 16:00 hrs
c	Date of pre-bid conference, if any	.....
d	Last date and time for receipt of sealed bids	UP TO 15:00 Hrs on 19/08/2020
e	Time and date for opening of technical & financial Bid	At 15:30 hrs on 19/8/2020

[Sign & Seal of Bidder](#)

- 6.0) The Eligibility Bid will be opened in the presence of the representatives of the bidders at 15:30 hrs. on the last date of receipt of the bids.
- 7.0) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the representatives of the bidders.
- 8.0) In case of the attested copies of the documents/testimonials/certificates original copies thereof should be produced on demand at the time of opening of the Bid.
- 9.0) The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
- 10.0) Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the Consultant who resorts to canvassing shall be liable to rejection.
- 11.0) BSNL does not bind itself to accept the highest or any other bid, and reserves itself the right to reject any or all the bids without assigning any reasons.
- 12.0) No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
- 13.0) The bid forms shall not be issued by post/courier. Further, Bids shall not be received by post/courier/fax.

**Designation of the officer inviting EOI Sr. General Manager  
O/o Sr. G.M.T. BSNL Nashik**

**Address on which the EOI is to be submitted by bidder**

**Sanchar Bhavan , Sir Vishveshwaraiya Marg  
MICO Circle , Nashik-422002**

## **SECTION-II**

### **GUIDELINES TO BIDDERS**

#### **1. DEFINITIONS**

- a) **Department, Bharat Sanchar Nigam Limited, BSNL** shall mean Bharat Sanchar Nigam Limited (A Government of India Enterprise) having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur lane, Janpath, New Delhi-110001. It shall include their legal representatives, employees and permitted assignees.
- b) **BID/EOI Document** means the documents consisting of ten sections as mentioned at para 4.below.
- c) **Letter of Intent(LOI)** means the letter issued by BSNL to the successful bidder conveying acceptance of their bid.
- d) **Leave & License Agreement, License or Contract Agreement** means Leave & License Agreement (in accordance with Draft Leave & License Agreement in Section IX) executed between BSNL and the successful bidder, together with the documents referred to therein, duly registered by the bidder before the appropriate authority as per the Proviso of the Registration Act 1908 within the period prescribed by the applicable rules/byelaws.
- e) The **Site or Area** shall mean the vacant space or any area which is to be given on rent.
- f) The **BIDDER** shall mean eligible organization bidding for the space to be taken on rent under the contract and shall include the legal personal representative or such individual or the persons representing such eligible organizations.
- g) The **Estate officer-in-Charge** means the Officer who shall be in-charge of the building and who shall sign the agreement on behalf of the Bharat Sanchar Nigam Ltd.
- h) The **Arbitrator** means the authority nominated by Chief General Manager (CGM) BSNL for arbitration.
- i) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

#### **2. SCOPE OF TENDER**

- a) BSNL intends to rent out the built space in the building on rental basis to the organizations as mentioned in para '2' of Section-I. Tentative requisite details of the vacant space are available at SECTION VII. The likely usage for which the said built up space may be put to use is for office purpose, IT & ITES related work, training institutes or any other use mutually agreed etc. However, the Bidder is required to actually visit the site and its locality to gather all the requisite information for quoting his rates.

- b) The initial license period will be five years. Upon expiry of the said period fresh license can be granted for further period in the block of three years at the sole discretion of BSNL.
- c) The Bidder shall sign Leave and License agreement for the built up space within 1 month of the acceptance of his bid.

### **3. DECLARATIONS**

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

### **4. BID / EOI DOCUMENTS**

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

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

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

### **5. MISCELLANEOUS**

- a. The Bidder must use only the prescribed Proforma for the bid document issued by BSNL or downloaded from the BSNL Web site [www.maharashtra.bsnl.co.in](http://www.maharashtra.bsnl.co.in) in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of 120 (One hundred and twenty)days from the date of submission of the bids, which

may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.

- e. This bid document shall finally be replaced by the Draft Leave & License Agreement (as per the proforma at Section IX) between BSNL & the successful Bidder.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- g. BSNL does not bind itself to accept the highest bid. Further, BSNL also reserve to itself the right to reject any or all the bids without assigning any reason.
- h. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- i. Any clarification issued by Bharat Sanchar Nigam Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- j. Bidder may bid for any or all location(s) (mentioned in Section VII) and in the Finance Bid.**
- k. References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory. In case of the documents from a Government organizations / PSUs, it should be signed by the person not below the rank of Executive Engineer / Under Secretary or equivalent.

## **6. METHOD OF APPLICATION**

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

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

- a) The Bid shall be in two bid system.
- b) The Bid to be submitted should be in the sealed envelopes in the following manners:-

- i. The third envelope (sealed) super scribed thereon “EOI for renting out built up space on rent (location details to be entered as oer section VII)” should contain the following two envelopes.
  - ii. The first envelope (sealed) superscribed thereon “Eligibility details” should contain the ‘DECLARATION’ as prescribed in the terms & conditions of the bid document, details in the prescribed proforma & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
  - iii. The second envelope (sealed) superscribed thereon “Financial Bid’ should contain financial bid in the prescribed Proforma (SECTIONX).
  - iv. Any deviation from the above manner shall render the bid liable for the rejection.
- c) The bidders should submit their bid on the prescribed time and date at the address mentioned below.
- O/o The Sr. G.M.T.  
Sanchar Bhavan , Sir Vishveshwariya Marg, Mico Circle  
BSNL Nashik*
- d) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
  - e) The Eligibility-cum-Technical Bid will be opened in the presence of the representatives of the bidders at 1530 hrs. on the last date of receipt of the bids.
  - f) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the representatives of the bidders on the same day.
  - g) The bidder’s representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VI).**
  - h) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
  - i) The Bidder’s names, modifications, bid withdrawals and such other details as the BSNL may at its discretion, consider appropriate will be announced at the time of opening.
  - j) Bid shall remain valid for acceptance for a period of 120 days after the date of opening. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be rejected by BSNL as non-responsive. In certain circumstances, BSNL may request in writing to the bidders for extending validity of their bid.
  - k) The un-opened bids shall be returned to the bidder after final decision is taken on the bids.

[Sign & Seal of Bidder](#)



## **8. CHECKLIST OF THE DOCUMENTS TO BE SUBMITTED IN BID:**

### a) Eligibility cum Technical Bid:

- i. Declaration in the prescribed Proforma as in Section IV.
- ii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 7.
- iii. Proof of eligibility i.e.
  - A. For Central and State govt. departments, PSUs, autonomous bodies, semi govt. bodies & scheduled banks, – A statement on the letter head of the department / company giving details about their organization.
  - B. For international bodies - A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
  - C. For reputed private companies–Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
- iv. Certificate in case of down loaded bids as per SECTION VIII.

### b) Financial Bid:-

- (I) The Bidder shall give the unit price per square meter of carpet area per month for the location applied for, listed in the Price schedule and the unit prices indicated shall be exclusive of taxes and operational & maintenance(O&M) charges in the Proforma given in SECTION X.

## **9. SECURITY DEPOSIT**

- i. The Successful Bidder shall furnish BSNL one month advance rent along with Interest free Security Deposit of an amount equal to three (3) months rent in the form of Demand Draft drawn on Scheduled Bank in favour of Accounts Officer, O/o Sr.GMT BSNL Nashik within 7 days after the receipt of the LOI.
- ii. The proceeds of the Security Deposit shall be payable to the BSNL as compensation for any loss resulting from the Bidder's failure to discharge its obligations under the Leave & License Agreement.
- iii. The Security Deposit will be discharged by the BSNL after successful completion of the Leave & License period.

## **10. EVALUATION OF BIDS:**

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

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

[Sign & Seal of Bidder](#)

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

b. BSNL reserves the right to rent out the premises of same location to different bidders.

### **12. ISSUE OF LETTER OF INTENT(LOI)**

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

### **13. SIGNING OF CONTRACT**

- i. The issue of LOI followed by acceptance by the bidder(s) shall constitute renting out of the accommodation to the bidder(s). The Leave & License Agreement as per Section IX shall be signed within seven days from the date of receipt of Security Deposit.

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

**SECTION III****COMMERCIAL CONDITIONS OF CONTRACT****1. TERMS & CONDITIONS**

The general terms and conditions of the renting out of the built up space are given in Draft Leave & License Agreement provided in Section IX.

**2. LIQUIDATED DAMAGES**

Should the Bidder fail to perform contractual obligations including payment of monthly License compensation/fee within the period prescribed, the BSNL shall be entitled to recover amount with interest at the rate of bank rate (presently 14%) plus 4% for the period of delay. Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the bidder.

**3. FORCE MAJEURE**

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

**4. TERMINATION FOR DEFAULT**

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

- a) If the bidder fails to meet its contractual obligations within the time period (s) specified in the Leave & License Agreement, or any extension thereof granted by the BSNL pursuant to clause 12, Section II; and

b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.

c) In the event the BSNL terminates the contract in whole or in part, the BSNL may proceed, upon such terms and in such manner as it deems appropriate.

## **5. TERMINATION FOR INSOLVENCY**

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

## **6. ARBITRATION**

“PROVIDED ALWAYS and it is hereby expressly agreed that if at any time there shall arise any dispute, doubt, difference or question with regard to the interpretation or in respect of the right, duties and liabilities of the parties hereto or in any way touching or arising out of these presents or otherwise in relation to premises then every such dispute, difference, doubt or question (except the decision whereof is herein expressly provided for) shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief General Manager(CGM),BSNL, Maharashtra Telecom Circle. It will be the term of agreement that either of the parties shall have no objection to any such appointment that the arbitrator so appointed is a BSNL employee and that he had to deal with the matters to which the agreement relates in the course of his duties as BSNL's employee. If the arbitrator so appointed is unable or unwilling to act or neglecting his work or is being transferred or resigns his appointment or vacate his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. The person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The decision of the arbitrator shall be final and binding on the parties to this deal. The provisions of the Indian Arbitration Act 1996 or any statutory modification or re-enactment thereof and rules made there under for the time being in force shall apply to such arbitration and this deed shall be deemed to be submission to arbitration within the meaning of the said Act.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

**SECTION IV****DECLARATION**

**To,  
The Sr. General Managr Telecom  
O/o Sr. General Manager Telecom  
BSNL , Nashik**

Sub: Submission of EOI for renting out built up space in the Building(s) at  
.....

Dear Sir,

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

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

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

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

**Seal of Bidder**

**Signature of the Bidder**

Place:

Date:

**SECTION - V****BID FORWARDING LETTER**

EOI No. AGM (NWP) / Vacant Space /EOI /01

Date 28/7/2020

**To,**  
**The Sr.General manager Telecom**  
**O/o Sr. General Manager Telecom**  
**BSN-L Nashik**

Dear Sir,

1. Having examined the terms & conditions of EOI document and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take BSNL premises on Leave & License basis in conformity with its terms and conditions.

2. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.

3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Until a formal Leave and License agreement as per the Draft Leave and License agreement in Section IX is entered into, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

6. We understand that you are not bound to accept the highest or any bid, you may receive.

Dated this .....day of ..... 2020

Name and Signature -----

In the capacity of -----

**Duly authorised to sign the bid for and on behalf of**  
 .....

witness .....

Address .....

Signature

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

(To reach before bid opening)

To,  
**The Sr.General manager Telecom**  
**O/o Sr. General Manager Telecom**  
**BSN-L Nashik**

Subject: Authorisation for attending bid opening on  
 \_\_\_\_\_ (date) in the EOI of  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate		
Representative		

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

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

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

**SECTION –VII****DETAILS OF THE SPACE OFFERED FOR RENTING****Name of SSA : Nashik****Name of District : Nashik****Name of Station : Various places in Nashik SSA as detailed below**

<b>Sr. No</b>	<b>Name of BSNL compound with address</b>	<b>Name of the Building</b>	<b>Floor(s) of the area offered for rent</b>	<b>Carpet area ## offered for renting (in Sq m)</b>	<b>Whether separate entry is available</b>	<b>Whether AC environment available</b>	<b>Whether power back up available</b>
1	Admn bldg. MICO circle, Nashik	Sanchar Bhavan	0 & II	1469	Yes	No	Yes
2	TE compound, Next to Kalaram Mandir Panchavati	Panchavati Telephone Exchange New Building	0 & I	466	Yes	No	Yes
3	TE compound, CIDCO Sahyadrinagar CIDCO, Nashik.	Sahyadrinagar CIDCO	0 & I	248	Common	No	Yes
4	CTO bldg. GPO compound, Nahik	CTO Building	0 & I	436	Yes	No	No
5	N D Patel road, Near GPO, Nashik	N. D. Patel Road New TE Building	0 & I	225	Common	No	Yes
6	TE compound next to RTO office Makhamalabad	Makhmalabad Exchange	I	100	Common	No	Yes
7	TE compound Satpur, D Road MIDC satpur	Satpur Telephone Exchange	0 & I	200	Common	No	Yes
8	CTTC compound Satpur, D road MIDC satpur	CTTC Satpur	0 & I	1500	Common	No	Yes
9	TE compound Ambad, MIDC. Near Lokmat Press.	Ambad Telephone Exchange	0 & I	100	Common	No	Yes
10	TE compound Nashikroad, Near GPO	Telephone Exchange Nashik Road	0 & I	130	Common	No	Yes
11	TE.Compound, Upnagar, Nashik city	Up Nagar Telephone Exchange	0 & I	150	Common	No	Yes
12	TE Comp. Adgaon,	Adgaon telephone Exchange	0 & I	170	Common	No	Yes
13	TE Comp. Malegaon, behind GPO	Malegaon Telephone Exchange	I, II	380	Common	No	Yes
14	Admn.Bldg. Comp. Malegaon, 60 feet road, Malegaon.	Admn Building	0 , I, II	600	Common	No	Yes

[Sign & Seal of Bidder](#)



15	TE.Comp. Malegaon, 60 feet road, Malegaon camp.	Telephone Exchange , Malegaon Camp	0 & I	300	Common	No	Yes
16	Admn.Bldg.Sanchar point, Backside of Muktidham, Nashikroad	Sanchar Point Building	0 & I	330	Common	No	Yes
17	TE Compound Nr.GPO, Sinnar	Telephone Exchange Sinnar	0 & I	35	Common	No	Yes
18	TE.Compound Musalgaon MIDC Sinnar.	Telephone Exchange , Musalgaon MIDC	0 & I	100	Common	No	Yes
19	TE Compound Nr. Tahasil Office, Satana	Telephone Exchange , Satana	0 & I	100	Common	No	Yes
20	TE Compound Nr. GPO , Deolali	Telephone Exchange , Deolali	0 & I	100	Common	No	Yes
21	TE Compound Pimpalgaon Baswant , Dist- Nashik.	Telephone Exchange Pimpalgaon	0 & I	100	Common	No	Yes
22	TE Compound Niphad, Dist- Nashik.	Telephone Exchange , Niphad	0 & I	100	Common	No	Yes
23	TE Compound Lasalgaon, Nr. ST. Stand Dist- Nashik.	Telephone Exchange, Lasalgaon	0 & I	360	Common	No	Yes
24	TE Compound Peinth, Dist- Nashik.	Telephone Exchange Peith	0	150	Common	No	Yes
25	TE Compound Surgana, Dist- Nashik.	Telephone Exchange , Surgana	0	150	Common	No	Yes
26	TE Compound Shirwade Wani, Dist- Nashik.	Telephone Exchange , Shirwade Wani	0	150	Common	No	Yes
27	TE Compound Manur, Kalwan, Dist- Nashik.	Telephone Exchange , Manur.	0 & I	200	Common	No	Yes
28	TE Compound Saptashrunji Gad, Tal.- Kalwan, Dist- Nashik.	Telephone Exchange S.Gad	0 & I	200	Common	No	Yes
29	Satpur MIDC Compound-Store Godown & adjacent open space	Store & adjacent open space	0	Godown -780 Sq.Mtr & Open space- 8000 Sq mtr	Separate	No	No

Note:1:- ## Carpet area (proposed to be rented) shall be measured as per Clause no 6.2 of BIS Code 3861:2002.

(common utilities like common toilets, common lift lobby, common staircase, common passage etc).

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

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It is to certify that

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

**Dated**.....

**(BIDDER)**  
**(SIGN WITH SEAL)**  
**ADDRESS: .....**

**PHONE NOS.: .....**  
**Mobile No:.....**

**E-MAIL .....**

**SECTION IX****DRAFT LEAVE & LICENSE AGREEMENT FOR RENTING OUT SPACE**

(to be drawn on Rs.100/- stamp paper or of the appropriate amount)

THIS AGREEMENT is made and entered into at -----\*\* on this \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_\_\_\_ by and between Bharat Sanchar Nigam Ltd.( 'BSNL' hereinafter for the sake of brevity), a Govt. of India Enterprises, duly registered under the Indian Companies Act, 1956, having their registered office address at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110 001, having their Maharashtra Circle office address at Administrative Building, BSNL Complex, Juhu Road, Santacruz(W), Mumbai-400054, and having their Secondary Swiching Area ('SSA' hereinafter for the sake of brevity) office at \_\_\_\_\_\*\* hereinafter for brevity sake referred to as "LICENSORS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their Directors, successors, legal representatives, executors, constituent attorneys, and authorized representatives) of the ONEPART.

AND

M/S \_\_\_\_\_\*, a company duly registered under Indian Companies Act 1956/ a body corporate under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its registered office address at \_\_\_\_\_\*\* (which expression shall unless it be repugnant to the context or meaning thereof mean and include their Directors, Partners, Proprietors, successors, legal representatives, executioners, constituent attorneys authorized representatives and their assignee), hereinafter for brevity sake referred to as "LICENSEES", of the SECONDPART.

WHEREAS the LICENSORS are seized and possessed of or otherwise well and sufficiently entitled to the Immovable Property situated at \_\_\_\_\_\*\* (Name of BSNL compound)

AND WHEREAS the LICENSORS are having the part of the building premises vacant on the -----\*\*floor admeasuring about-----\*\*sq metre ( \*\* sq ft) carpet area in \_\_\_\_\_\*\* (Name of the Building), in \_\_\_\_\_\*\* (Name of the above mentioned BSNL compound), more particularly described in SCHEDULE OF PROPERTY duly annexed herewith, hereinafter for the sake of brevity referred to as the 'LICENSED PREMISES'.

AND WHEREAS the LICENSORS are desirous of renting out the LICENSED PREMISES on grant of a license, inviting offers from the prospective bidders interested in taking the LICENSED PREMISES on Leave & License basis on the terms and conditions more particularly stated in the offer documents.

AND WHEREAS the LICENSEES being interested and submitted their offer to the invitation of the LICENSORS, consenting and agreeing to all the terms and conditions stipulated therein and stated hereinunder, for the LICENSED PREMISES.

AND WHEREAS the LICENSEES being the successful bidders in respect of the invitation to offer and the LICENSORS now accepting the offer of the LICENSEES for allowing the LICENSEES to use and occupy the LICENSED

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PREMISES on license basis for a temporary period of 5(Five) Christian years commencing from \_\_\_\_\_ day of \_\_\_\_\_ 202 \_\_\_\_

AND WHEREAS the LICENSORS have now agreed to grant license to the LICENSEES in respect to the LICENSED PREMISES for a period of 5(Five) Christian years. Upon expiry of the present period of License, fresh license can be granted for further period at the sole discretion of the LICENSORS for which separate indenture would be entered into with the mutual consent of both the parties either on the same terms & conditions as mentioned hereunder and/or on such other terms and conditions mutually agreed upon, for which, LICENSEES shall be required to give one month notice in writing to the LICENSORS before expiry of this License. However, it is agreed condition that if no such fresh license is granted, the LICENSEES shall vacate the LICENSED PREMISES on the expiry of this License.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO ASFOLLOWS:-

1. The LICENSORS hereby grant license to the LICENSEES to occupy, use and possess the LICENSED PREMISES i.e. \_\_\_\_\_ \*\*,admeasuring on or about \_\_\_\_\_ \*\* sq metre ( \_\_\_\_\_ \*\*sq.ft) carpet area (more particularly described in SCHEDULE OF PROPERTY duly annexed herewith) on Leave and License basis for a temporary period of 5 (five) Christian years commencing on and from this \*\*day of \_\_\_\_\_ \*\*202\*\*. The license shall be in force for a period for 5(Five) Christian years expiring on the\*\* day of\*\*202\*\*.
2. The license is granted with an option for drawing new Agreement for a further term of 3(Three) Christian years and/or for such other term not exceeding 3(Three) Christian years on the sole discretion of LICENSORS either on same terms & conditions and/or on such other terms & conditions as mutually decided by and between the parties to this agreement.
3. The LICENSEES shall take possession of the LICENSED PREMISES (along with the inventory of Civil & Electrical accessories therein as mentioned in Exhibit 'B') within one month of date of issue of Letter of Intent ('LOI' hereinafter for the sake of brevity). The LICENSEES shall be deemed to pay License Compensation/fee amount of the LICENSED PREMISES after the period of one month from the date of issue of LOI irrespective of the fact whether possession of the LICENSED PREMISES has been taken by the LICENSEES or not, or from the actual date of possession whichever is earlier.
4. After signature of the indenture by both the parties, it shall be the responsibility of the LICENSEES to get this indenture registered within one month of above-said possession of the LICENSED PREMISES, before the appropriate registration authority as per the proviso of The Registration Act, 1908. The cost of registration would be borne by the LICENSEES. This cost of registration would not be adjusted against the license compensation/fee and such amount would have to be remitted in advance. It is hereby agreed by and between the parties that the executors of this indenture would extend their full cooperation for the purpose of registration of the agreement and would make

themselves available for appearing before the Registrar/Dy. Registrar/Sub- Registrar and/or any such other appropriate statutory authority at all times to effect smooth registration of this agreement.

5. The LICENSEES hereby undertake to pay interest free Security Deposit ('SD' hereinafter for the sake of brevity) equal to three months License compensation/fee, which would remain with the LICENSORS till currency of the indenture and the same would be duly refunded within 6 (six) months from the date or expiry of this indenture.
6. In the event of this agreement stands terminated on account of breach of any terms and conditions by the LICENSEES, the SD shall automatically stand forfeited without any notice thereto.
7. LICENSORS also reserve the right to recover the liquidated damage suffered by them on account of breach of contract by the LICENSEES from the SD. Decision of the LICENSORS in this regard shall be final and binding.
8. Any amount which stands recoverable by the LICENSORS from the LICENSEES shall be adjusted from the SD.
9. In consideration of the LICENSORS permitting the LICENSEES to use, occupy and possess the LICENSED PREMISES the LICENSEES shall pay to the LICENSORS a sum of Rs. \_\_\_\_\_ .00 (Rupees: \_\_\_\_\_ only) per month as and by way of net monthly license compensation/ fee amount which shall be payable regularly in advance and on or before the 10<sup>th</sup> day of each and every English calendar month. The first monthly compensation shall be paid in advance along with the Security Deposit after having received the Letter of Intent. The license compensation/fee would be excluding of all the taxes applicable on the Licensed premises [Central/ State and/or Municipal or any other statutory body], during currency of the contract, and/or any such other and further outgoings of whatsoever nature. The LICENSEES would be allowed deduction from the rent of any refundable advance payment made by them to the LICENSORS to make the agreed Additions & Alterations in the LICENSED PREMISES. The license compensation/fee would be paid as and by way of Demand Draft/ Pay Order/ Banker's cheque /or any other mode mutually agreed/ drawn in favour of ACCOUNTSOFFICER \_\_\_\_\_ \*\* (or any other officer if notified separately). The LICENSEES further undertake to pay enhanced monthly License compensation/fee increased @ 5% (five percentage) in the next year over the monthly compensation/ License fee of previous year. In an event of default in payment of monthly license compensation/ fee, it is agreed by and between the parties that the LICENSEES would become liable to pay interest at the rate of 2% per month (calculated on day to day basis) on the outstanding amount. It is hereby agreed that in an event of more than 2 defaults in payment of monthly compensation, the license would stand terminated and the interest free security deposit would be forfeited. The LICENSEES would be liable to hand over the quiet, vacant and peaceful possession of the LICENSED PREMISES to the LICENSORS with immediate effect.

10. Over and above the license compensation/fee, the LICENSEES would be liable to pay/refund the following:-[All payments are to be made in name of the LICENSORS. All payments are mentioned to be made in advance and within stipulated time as demanded by LICENSORS. In case of any payments made directly to any authority, proof of such payments would have to be furnished every month.] [It is also agreed by and between the party to this agreement that in an event if the LICENSEES fails to pay the same, the LICENSEES would be liable to pay such additional penalty as levied by the appropriate authority upon the LICENSORS. The LICENSORS also reserves their right to levy interest @ 2% per month (calculated on day to day basis) on the outstanding dues upon the LICENSEES.
- a. Property Tax- Property tax raised by statutory body for the said immovable property of the LICENSORS shall be refunded by LICENSEES in proportion to the built up area of the LICENSED PREMISES.
  - b. GST as applicable, levied on the monthly compensation/license fee of LICENSEDPREMISES.
  - c. Additional fees/charges, if any, levied by Dist. Collector [appropriate revenue authority(s)] on licensing the LICENSED PREMISES from time to time as per the rates in vogue.
  - d. Water Charges:- In the compound there are two supplies. One from Local body (drinking water) and second is Water Tanker supply mostly for non-drinking water. Expenses on both the supplies shall be refunded by LICENSEES in proportion to the built up area allotted to him. Decision of LICENSORS in this regard shall be final and binding.
  - e. Electricity Charges – Monthly Electric bill will be raised to LICENSEES on the basis of readings in the internal Electric sub-meter for the rented space which shall be installed by LICENSORS on the cost of LICENSEES. LICENSEES shall refund the Electric charges @ fixed by BSNL. In case the compound has standby DG supply, the same may also be extended to the rented accommodation (subject to availability of such surplus power) on the option of LICENSEES. Charges for this additional facility shall be equal to cost of 0.5litre diesel per unit of such electricity consumed. Decision of LICENSORS in this regard shall be final and binding.
  - f. Monthly Operational & Maintenance charges:- For common areas/ common utilities etc. in the compound shall be refunded by LICENSEES @ Rs.3.33 per square feet carpet area of the allotted accommodation.
  - g. Monthly Air-conditioning charges @Rs.\_\_\_\_\_\*\*/sq.ft in case air-conditioned LICENSED PREMISES has been provided.
  - h. Any other taxes/charges levied from time to time by the Central/ Local Authority/State Governments.

- i. Monthly Charges for each parking slot for car or equivalent vehicle:- to be paid by LICENSEES @ Rs.1000/-(Rs one thousand only) plus GST.
  - j. All the taxes & Charges are subject to change from time to time depending on revision of assessment by concerned Local Authorities or any levy by State Government and other authorities.
  - k. In compliance with such other and further statutory provisions.
11. It is agreed by and between the parties that the LICENSORS have allowed the LICENSEES to use and occupy the LICENSED PREMISES purely on license and there is no intention of the party of the second part to create any rights and/or interest of any tenancy or sub-tenancy or permanent use and occupation of the LICENSED PREMISES in favor of the LICENSEES. The LICENSEES agreed and confirmed and undertake that they shall not claim rights, title and interest, further assign, delegate, sub- delegate of whatsoever nature in respect of the LICENSED PREMISES. All the arrears payment of any additional facilities availed by the LICENSEES shall be cleared before expiry of the said AGREEMENT. The LICENSED PREMISES are given to the LICENSEES on personal basis and the LICENSEES will not be entitled to transfer the benefit of this AGREEMENT to anybody else or will not be entitled to allow anybody else to occupy the premises or any part thereof. Nothing in this AGREEMENT shall be deemed to grant any lease hold rights/ tenancy rights and the LICENSEES agree and undertake that no such contention shall be taken up by the LICENSEES at anytime.
12. The LICENSED PREMISES is allotted 'as is where is basis'. The LICENSEES may carry out Interior work in the LICENSED PREMISES at their own cost. However LICENSEES shall be required to take approval of LICENSORS on the scheme of the interior work in advance. The interior work shall be in conformity of the statutory byelaws and shall be done in such a manner that it shall not cause directly or indirectly any damage to the structure of the building. Layout of the interior work shall be such that it shall not cause any inconvenience to other LICENSEES, if any, in the premises. While carrying out the interior work, the LICENSEES shall also take all the precautions mandatory to preserve the heritage building. The LICENSEES shall also obtain necessary statutory approvals if needed, to carry out such works.
13. LICENSEES shall carry out all internal maintenance works of the area under their possession, like day to day maintenance, internal painting, internal water supply and sanitary installation works, replacement of broken glass in windows, replacement of other consumables like sanitary fittings, electrical fans & fittings, switch gears, wiring, door and window fittings etc and other repairs except structural repair works. Whereas maintenance of common areas like common toilets, common staircase, common lift lobbies, common passages and other similar areas; structural repairs, external maintenance of building and maintenance of compound, external services and services of common toilets etc, shall be carried out by LICENSORS as per their norms. The LICENSEES shall maintain the LICENSED PREMISES in good condition and will not cause any damage here to. If any damage is caused to the LICENSED PREMISES or any part thereof or common areas and common utilities by the LICENSEES or his representative, the same shall be made good by the LICENSEES at their

cost either by rectifying the damage or by paying compensation as determined by the LICENSORS.

14. LICENSEES shall make their own security arrangement for the LICENSED PREMISES. However, Security of common areas, common utilities and compound shall be made by LICENSORS if already available.
15. The LICENSEES hereby give an undertaking that the LICENSED PREMISES will be utilized for office or related purpose only and for no such other purpose of whatsoever nature and not for any activity prohibited by LAW.
16. The LICENSEES shall intimate his requirement of Electric power needed in the LICENSED PREMISES. LICENSORS will try to make available the requirement as far as possible subject to availability of spare capacity. The LICENSORS will install a separate internal Electric sub-meter for the rented space on the cost of LICENSEES, to measure the power supply for billing purpose. In case available spare power is less than the asked for power requirements, LICENSORS may consider applying for additional power to the local power supply authority provided that the LICENSEES agrees to make advance payment to LICENSORS to meet the expenditure to do so. LICENSORS may also consider to provide backup power supply subject to its availability beyond the requirement of LICENSORS in the compound.
17. It is agreed by and between the parties that in this agreement where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
18. LICENSORS will designate their Liaison officer who will be responsible for day to day dealings with the LICENSEES.
19. LICENSEES shall have to make their own arrangement for parking of his vehicles. However limited parking may be made available in the compound of LICENSED PREMISES on payment basis @ Rs. 1000/- (Rs One thousand only) plus GST per month per slot subject to availability of vacant slots there. LICENSEES would have to intimate details of the vehicles to be parked in the allotted slots from security point of view.
20. LICENSEES shall be responsible for House-keeping of the LICENSED PREMISES. Housekeeping of the common areas and common utilities like staircase, its landings, common toilets, compound and the parking area etc will be done by LICENSORS. The LICENSED PREMISES will be jointly inspected once in a month and if the same is not found up to the mark, the same will be made good by the LICENSEES within the given time period. In case the LICENSEES fail to do so to the satisfaction of LICENSORS, it will be done by LICENSORS at the risk and cost of the LICENSEES. Expenditure incurred in this regard by LICENSORS shall be reimbursed by the LICENSEES within 10 days from the date of issue of the demand notice thereof to the LICENSEES.
21. Upon expiry of this agreement, unless extended otherwise, the LICENSEES shall remove all the interior work done by them, at their own cost and hand over the quiet, vacant and peaceful possession of the LICENSED PREMISES (along with Civil & Electrical accessories as per the Exhibit 'B') to the LICENSORS in good condition as they were in on the date hereof (reasonable wear and tear are exempted) and the LICENSEES



shall make good damages, if any, caused to the LICENSED PREMISES, failing which appropriate amount (decision of the LICENSORS in this regard shall be final and binding upon the LICENSEES) for making the LICENSED PREMISES good by the LICENSORS shall be deducted from the Security Deposit. If, in case, the amount incurred by the LICENSORS for making the LICENSED PREMISES good exceeds the amount of Security Deposit, then LICENSEES shall be liable to deposit such further and other amount as will be determined by the LICENSORS within 10 (ten) days from the date of intimation. In case the said amount remaining unpaid within the said 10 (ten) days by the LICENSEES, interest @ 2% per month (calculated on day to day basis) will be charged upon the LICENSEES till the date of actual payment.

22. The LICENSEES shall not claim any tenancy/lease hold right(s), title and /or interest in the LICENSED PREMISES. The relationship of LICENSORS and LICENSEES shall stand terminated on expiration of the period of this license or early termination thereof.
23. LICENSORS shall be entitled to create a mortgage, charge or otherwise offer as security the LICENSED PREMISES for the purpose of borrowing any loan or obtaining any financial facility from any party including bank, financial institution or finance company PROVIDED THAT no such mortgage, charge or other security shall adversely affect the rights of the LICENSOR under this agreement in any manner, whatsoever any such mortgage, charge or other security shall always be subject to the rights of the LICENSEES under this agreement
24. LICENSEES on prior intimation shall permit the LICENSORS, surveyors and workmen with all the necessary appliances to enter into the LICENSED PREMISES at all reasonable times for the purpose of either viewing the condition of the LICENSED PREMISES or for doing such work as may be required or necessary for repairs, alternations or improvements of the building, water pipes drains etc; even if these do not relate to the LICENSED PREMISES for enabling the LICENSORS to perform any of their covenants and conditions contained herein, but this right shall be exercised sparingly and in a reasonable manner.
25. LICENSEES shall not store or dump any articles or goods or permit the same to be stored or dumped in the common areas, staircases, compound or in any part of the LICENSED PREMISES.
26. LICENSEES shall not store in the LICENSED PREMISES any goods of hazardous & explosive nature, or goods/ materials which on account of their weight or nature, may cause damage to or endanger the safety of the building.
27. If the LICENSORS at any time during currency of the contract sells and/or transfer its right title and interest in the LICENSED PREMISES as a whole or in part thereof to any person or more than any one person then in that event the LICENSEES shall attorn to such transfer or transferees on the same terms and conditions as are contained herein and this contract will in no way be affected. It will be sufficient to notify the LICENSEES regarding such sale or transfer when affected.
28. In the event of LICENSEES becomes insolvent or commences any insolvency proceedings or makes any composition with their creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly,

consideration of any kind as an inducement or be given, promised or offered by the LICENSEES to any LICENSORS employee, or if the LICENSEES shall obtain the contract with the LICENSORS as a result of wrong tendering or by non bonafide methods; or if the LICENSEES enters into a contract with LICENSORS in connection with which commission has been paid or agreed to be paid by him; or if the LICENSEES shall pass a resolution or the court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or shareholders debenture holders to appoint a receiver or managers, LICENSORS shall have powers (whose decision shall be final and binding) to terminate this contract immediately and thereupon the Security Deposit of LICENSEES shall stand forfeited absolutely.

- 29. Either of the parties reserves right to terminate this agreement after the initial period of six months, without assigning any reason of whatsoever nature by giving an advance 3 months' written notice. The mode of service of termination notice would be by 'Registered Post A.D'. only and in case the LICENSORS are to be addressed the address will be as follows which will only be deemed to be treated as good service:-

(Address of the Estate Officer-in-charge of the LICENSED PREMISES)\*\*

Also in the case of LICENSEES the mode of service of termination notice would be by "Registered Post A. D." only and the same would also deemed to be treated as good service if the same is addressed at the following address:-

\_\_\_\_\_\*  
\_\_\_\_\_\*  
\_\_\_\_\_\*  
\_\_\_\_\_\*

It is further agreed that in doing so either of parties shall not be liable to pay any compensation on whatsoever reason(s) to each other and the LICENSEES would be liable to surrender immediately the quiet, vacant and peaceful possession of the LICENSED PREMISES to LICENSORS.

- 30. Arbitration:- Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes and claims arising out of the agreement shall be referred to for adjudication through the arbitration by the Sole Arbitrator appointed by the Chief General Manager, Maharashtra Telecom Circle ('CGM' hereinafter for the sake of brevity) or equivalent. There will also be no objection to any such appointment that the Arbitrator

so appointed is a BSNL Employee and that he had to deal with the matters to which the Contract relates in the course of his duties as BSNL Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said CGM. The person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Further:-

- a. It is a term of this contract that the party invoking arbitration shall

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give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator.

- b. It is also a term of this contract that no person other than the person appointed in the aforesaid manner shall act as arbitrator and if for any reasons that is not possible, the matter shall not be referred to arbitration at all.
- c. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- d. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.
- e. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- f. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

31. It is agreed by and between the parties that the dispute under the present agreement which cannot be settled by the arbitration is subject to the jurisdiction of the Civil Court of the SSA. In case there is no SSA it will be Mumbai. The case shall be decided in accordance with the applicable Indian Laws.

32. It is agreed by and between the parties that during pendency of the dispute the LICENSEES shall not stop payment of rent & other charges if they are in possession of the LICENSED PREMISES.

33. Force Majeure:-If at any time, during the currency of this contract, if performance, in whole or in part, by either party of any obligations under this contract is prevented or delayed by reason of:-

- 1) War or,
- 2) Hostility, act of the public enemy, or
- 3) Sabotage, floods, explosions ,or
- 4) Epidemic quarantine restrictions, or
- 5) Abnormal bad weather ,or,
- 6) Serious loss or damage by fire ,or,
- 7) Civil commotion, local commotion, strike or lockout, or
- 8) Acts of God, or

- 9) Any other cause, which in the absolute discretion of the CGM concerned, is beyond the control,

Provided notice of happenings of such eventuality is given by either party to other within 3 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party has any claim for damages against the other in respect of such non-performance, or delay in performance under the contract. Thereupon performance under the contract shall be resumed as soon as practicable after such event come to an end or cease to exist. Decision of LICENSORS as to whether the performance have been resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option terminate the contract.

34. If the LICENSEES commit a breach of any term of this agreement then notwithstanding anything herein contained the LICENSORS will be entitled to terminate this agreement by fifteen days' prior notice to the LICENSEES, in doing so LICENSORS reserve the right to forfeit the Security Deposit of LICENSEES absolutely.
35. The LICENSORS shall not be liable for loss of profit or loss of goodwill arising from the occupation of LICENSED PREMISES by the LICENSEES or any amount of compensation in respect of LICENSED PREMISES and the LICENSEES shall not make any claim in respect thereof. Similarly, The LICENSEES shall not be liable for loss of profit or loss of goodwill arising from its occupation of LICENSED PREMISES or for any amount of compensation in respect of the LICENSED PREMISES other than license fee / compensation etc. as aforesaid and the LICENSORS shall make no claim in respect thereof.
36. It is agreed by and between the parties that this agreement supersedes all prior communications between them except the letter of intent (hereinafter LOI) for renting the LICENSED PREMISES followed by payment of one month advance compensation and the Security Deposit equal to three month compensation.
37. In an event of breach of any of the terms & conditions as stated herein by the LICENSEES, the LICENSORS reserve their right to revoke this license and the LICENSEES would be liable to hand over the quiet, vacant and peaceful possession of the LICENSED PREMISES to the LICENSORS.  
The LICENSORS also reserve their rights to forfeit the Security Deposit without any notices thereto.
38. In case the LICENSEES fail to hand over the peaceful & vacant possession of the LICENSES PREMISES to the LICENSORS on expiry of the contract or expiry of the notice period to do so in case of early termination of the contract, it will be deemed to be an act of trespass and the LICENSEES shall be liable for prosecution in accordance with law, in addition to the payment of *mesne* profit to the LICENSORS at double of the rent LICENSEES was paying at the time of expiry of the Agreement.
39. This agreement is by way of leave and license only and shall not be construed or contended to be a lease or tenancy.
40. It is agreed by and between the parties that if any one or more provisions of

this agreement become invalid, illegal or unenforceable in any respect, validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

41. The LICENSEES shall comply with such other and further statutory provisions applicable at the time of executing this agreement and subject to all future laws as and when applicable. Any breach of any such statutory provisions, the LICENSORS shall not be liable in whatsoever manner and the same shall be sole liability of the LICENSEES. Further, the LICENSEES shall protect, defend, indemnify and hold the LICENSORS harmless from and against any and all liabilities, damages, fines, penalties and costs (including legal cost and disbursements) or against all course and consequences at all the times arising from or relating to:-
- a. Any breach of statute, regulation, direction, orders or standards from statutory bodies, agency ;or
  - b. Any breach of the terms and conditions in this agreement by the LICENSEES ;or
  - c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the LICENSEES ;or
  - d. Any claim made by any third party arising out of any accident in the LICENSED PREMISES ;or
  - e. Any injury or damage caused to or suffered by any person arising out of or relating to the LICENSED PREMISES and the consequential claim thereof.

LICENSEES shall execute a separate Indemnity Bond to this effect in the enclosed proforma, which shall be considered as part and parcel of this indenture hereto annexed as EXHIBIT 'A', duly executed in favour of the LICENSORS.

Further, this clause shall survive the termination or expiry of this Agreement.

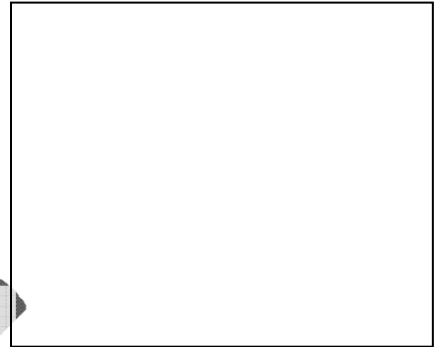
42. The LICENSEES shall not affix or display or permit to be affixed or isplayed upon the LICENSED PREMISES or upon the building or compound any signboards, sky-sign, neo-signs or advertisements, printed or illuminated or otherwise unless the consent in writing of the LICNESORS shall have previously been obtained thereto.
43. LICENSEES shall not display on the LICENSED PREMISES any publicity material of the competitors of LICENSORS/ Mahanagar Telephone Nigam Ltd.
44. If desired by LICENSEES, the common utilities like common passage, common toilets, lift lobby area or any other common area, compound etc shall be refurbished (with respect to present condition) by BSNL. However, the cost of refurbishing shall be proportionately borne by the users organizations paid in advance.
45. LICENSEES shall arrange to obtain all necessary permissions from Local bodies/state Government for commencement of business activities in the premises at their own cost.

- 46. This agreement shall be executed in duplicate. One copy is to be retained by each party. The applicable stamp duty and registration charges shall be borne by the LICENSEES.
- 47. On behalf of LICENSORS this Agreement is signed and executed by Sri----  
-----, working as -----, in the office of  
the LICENSORS who is authorized/empowered to sign and execute by the  
LICENSORS on their behalf.
- 48. On behalf of LICENSEES this Agreement is signed and executed by Sri----  
-----, Working as -----, in the office of the  
LICENSEES who is authorized/empowered to sign and execute by the  
LICENSEES on their behalf.

IN WITNESS WHEREOF the parties hereto have put their hands the day, month and year first hereinabove written

SIGNED, SEALED and DELIVERED by within named:....."THE LICENSORS – I" Party of the ONEPART

Photograph:-



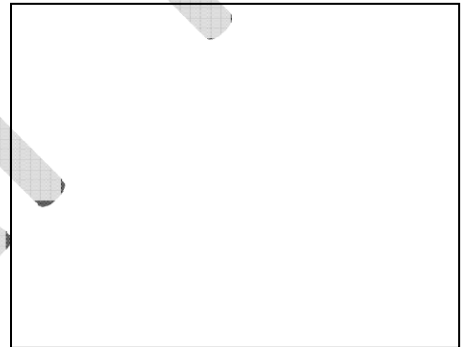
LICENSORS  
(Signature/seal)

in presence of  
Witnesses 1.-----  
2.-----

AND

SIGNED, SEALED and DELIVERED by within named:....."THE LICENSEES Party of the OTHER PART

Photograph:-



.....LICENSEES  
(Signature/seal)

in presence of  
Witness 1.-----  
2.-----

**SCHEDULE OF PROPERTY (LICENSED PREMISES)**

The LICENSED PREMISES includes----- \*\*sqm of open land and a Carpet area of about-----sqm\*\* on-----floor\*\*of-----the building known as -----\*\*in BSNL ----- \*\*compound/complex situated on plot bearing Survey no ----- \*\*with boundaries of the compound described here below-

North-

South-

East-

West-

along with all rights and privileges of LICENSORS regarding use of corridors, stairs, parking spaces etc. Parking of----- nos of vehicles the LICENSEES shall be allowed in the compound.





**EXHIBIT 'A'**  
**PROFORMA OF IDEMNITY BOND**  
(Reference Clause no.41 of Leave and License Agreement)

Having entered into this Leave and Licensed Agreement, the LICENSEES hereby give an undertaking to comply with all the provisions of the Leave and License Agreement, applicable statutory provisions, amendment thereto if any in future, and all the related future laws as and how applicable.

Further, the LICENSEES hereby give an undertaking that while using the LICENSED PREMISES under this agreement, they shall be solely responsible for all liabilities, damages, fines, penalties and costs (including legal cost and disbursements) whatsoever or against all course and consequences at all the times arising from or relating to:-

- a. Any breach of statute, regulation, direction, orders or standards from statutory bodies, agency ;or
- b. Any breach of the terms and conditions in this agreement by us (the LICENSEES);or
- c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by us( the LICENSEES);or
- d. Any claim made by any third party arising out of any accident in the LICENSEDPREMISES.
- e. Any injury or damage caused to or suffered by any person or property arising out of or relating to the use of the LICENSED PREMISES and consequential claim thereof.

Having said above, the LICENSEES hereby indemnify the LICENSORS to protect, defend, and hold the LICENSORS harmless from and against any and all liabilities, damages, fines, penalties and costs (including legal cost and disbursements) or against all course and consequences thereof at all the times arising from or relating to the use of the LICENSED PREMISES by us (the LICENSEES) under this agreement.

Signature on behalf of the  
LICENSEES

Name \_\_\_\_\_  
 Designation:- \_\_\_\_\_.

Witnesses

1. Name:- \_\_\_\_\_

Designation:- \_\_\_\_\_

Signature:- \_\_\_\_\_

2. Name:- \_\_\_\_\_

Designation:- \_\_\_\_\_

Signature \_\_\_\_\_

**SECTION X****PRICE SCHEDULE****FINANCIAL BID**

To,  
**The Sr.General manager Telecom**  
**O/o Sr. General Manager Telecom**  
**BSN-L Nashik**

Sir,

With reference to the EOI no AGM (NWP / Vacant Space / EOI /01 dated 28/7/2020. I/we, \_\_\_\_\_ offer the following price to take the said premises of BSNL on Leave & License basis in accordance with the terms and conditions mentioned therein, as under:

Sl. No	Location & Address	Total Carpet area (Sq.M)	Monthly compensation/fee per Square Meter of carpet area excluding applicable taxes and O&M charges (In Rupees)	License fee per Square Meter of carpet area excluding applicable taxes and O&M charges (In Rupees)	Total monthly License compensation /fee (In Rupees)	Likely usage of the rented space
1.	Sanchar Bhavan Admn bldg. MICO circle, Nashik					
2	Panchavati TE , new building TE compound, Next to Kalaram Mandir Panchavati					
3	TE compound, CIDCO Sahyadrinagar CIDCO, Nashik.					
4	CTO bldg . GPO compound, Nahik					
5	N D Patel road, New TE building, Near GPO, Nashik					
6	TE building Makhmalabad compound next to RTO office Makhamalabad					

[Sign & Seal of Bidder](#)

Sl. No	Location & Address	Total Carpet area (Sq.M)	Monthly compensation/fee per Square Meter of carpet area excluding applicable taxes and O&M charges (In Rupees)	License per square meter of carpet area excluding applicable taxes and O&M charges (In Rupees)	Total monthly License compensation /fee (In Rupees)	Likely usage of the rented space
7	Satpur Tel Exchange building ,TE compound Satpur, D Road MIDC satpur					
8	CTTC Satpur , CTTC-compound Satpur, D road MIDC satpur					
9	Ambad Tel Exchange,TE compound Ambad, MIDC. Near Lokmat Press.					
10	Nashik Road Tel Exchange TE compound Nashikroad, Near GPO					
11	UpNagar Tel Exchange TE.Compound, Upnagar,Nashik city					
12	Adgaon Tel ExcahngeTE Comp. Adgaon,					
13	Malegaon Tel Exchange TE Comp. Malegaon,behind GPO					
14	Admn.Bldg. Comp. Malegaon, 60 feet road, Malegaon.					
15	Malegaon Camp Tel Exchange ,TE.Comp. Malegaon, 60 feet road, Malegaon camp.					

Sl. No	Location & Address	Total Carpet area (Sq.M)	Monthly License compensation/fee per Square Meter of carpet area excluding applicable taxes and O&M charges (In Rupees)	Total monthly License compensation /fee (In Rupees)	Likely usage of the rented space
16	Admn.Bldg.San char point, Backside of Muktidham, Nashikroad				
17	Telephone Exchange , Sinnar TE Compound Nr.GPO, Sinnar				
18	Musalgaon Tel Exchange TE.Compound Musalgaon MIDC Sinnar.				
19	Satana Tel Exchange TE Compound Nr. Tahasil Office, Satana				
20	Deolali Tel Exchange TE Compound Nr. GPO , Deolali				
21	Pimpalgaon Tel Exchange TE Compound Pimpalgaon Baswant , Dist-Nashik.				
22	Niphad Tel Exchange TE Compound Niphad, Dist-Nashik.				
23	Lasalgaon Tel Exchange TE Compound Lasalgaon, Nr. ST. Stand Dist-Nashik.				
24	Peinth Tel Exchange TE Compound Peinth, Dist-Nashik.				
25	Surgana Tel Exchange TE Compound Surgana, Dist-Nashik.				

[Sign & Seal of Bidder](#)

Sl. No	Location & Address	Total Carpet area (Sq.M)	Monthly License compensation/fee per Square Meter of carpet area excluding applicable taxes and O&M charges (In Rupees)	Total monthly License compensation /fee (In Rupees)	Likely usage of the rented space
26	Shirwade Wani Tel Exchange TE Compound Shirwade Wani, Dist- Nashik.				
27	Manur Tel Exchange TE Compound Manur, Kalwan, Dist- Nashik.				
28	S. Gad Tel Exchange TE Compound Saptashrunji Gad, Tal.- Kalwan, Dist- Nashik.				
29	Satpur MIDC Compound- Store Godown & adjacent open space.				

I/We hereby agree for an annual enhancement @ 5% in the above quoted License compensation/fee. Further, I/We also agree to pay/refund all the charges/taxes/cess/levies as mentioned in Clause 10 of 'Draft Leave & License Agreement for Renting out space' under SECTION IX of this document.

**Yours Faithfully**

**(Signature of the Authorized Signatory of the Bidder with seal)**

- i. Amount to be mentioned clearly in Indian form of international numerals.
- ii. No corrections/alterations are permitted while mentioning the amount.
- iii. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.

[Sign & Seal of Bidder](#)