



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**O/o G.M., Nagpur Business Area
Maharashtra Telecom Circle
Telephone Bhavan, Zero Miles,
Nagpur-440001.**

NAME OF WORK:- EXPRESSION OF INTEREST (EOI) FOR LEASING OUT OF BUILT UP & VACANT SPACE(S) IN BSNL BUILDING(S) AT VARIOUS BSNL PREMISES IN NAGPUR DISTRICT ON LEASE & LICENSE BASIS.

Issued to: _____

Signature of Officer issuing the documents: _____

Designation: _____

Date of issue: _____

Name of the Vacant space Location for which EOI is being submitted _____

This document consists of 24 pages.

EOI NO: - GMTD/NGP/C& EW/ Vacant Space / EOI /1

Dated: 04/01/2021

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SECTION-I
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

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EOI No:- GMTD/NGP/C& EW/ Vacant Space / EOI /1

Dated: 04/01/2021

NOTICE INVITING EXPRESSION OF INTEREST

1. Sealed **Expression of Interest (hereinafter called EOI) for leasing out of built up & Vacant space(s) in BSNL Building(s) on rent at various BSNL Premises in Nagpur District** is hereby invited on behalf of Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) in two bid system in the prescribed Performa by the General Manager, Nagpur Business Area, Telephone Bhavan, Zero Miles, Nagpur 440001 up to 1500 hrs on the date mentioned below.
2. The following organizations are eligible to submit their bids:
 - a) Public Organizations, which, for the purpose of renting, shall mean –
 - (i) Central/ State Government offices
 - (ii) Central/ State PSUs and their subsidiaries/ joint ventures.
 - (iii) Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
 - (iv) Constitutional bodies, Judicial & Quasi-Judicial bodies and Organisations set up by an Act of Parliament.
 - b) Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
 - c) International bodies, and
 - d) Reputed Private Organisations with annual turnover of not less than Rs. 5 Crores.

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

The bidder has to mention the type of business which is going to start in vacant Space. (Likely usage of the rented space). The lessee on his own shall obtain local body approvals, if required. BSNL shall handover the premises on 'As-is-Where-is' basis.

The lessee shall not sublet, assign or otherwise part with the whole or any part of the said premises during the period of tenancy.

3. Bid form consisting of eligibility criteria, terms and conditions, and the Performa 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. The bid form can be downloaded from the website www.maharashtra.bsnl.co.in -- >Tenders on BSNL Portal.

Sign & Seal of Bidder

5. 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	25/01/2021 up to 15:00 hrs
b	Last date for issue of bid form	25/01/2021 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 27/01/2021
e	Time and date for opening of technical bid.	At 15:30 hrs on 27/01/2021

6. The Eligible Bids will be opened in the presence of the representatives of the bidders at 15:30 hrs. on the last date of receipt of the bids.
7. Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the representatives of the bidders at a later date.
8. In case of the attested copies of the documents/ testimonials/ certificates original copies thereof should be produced on demand at the time of opening of the Bid.
9. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
10. Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the Consultant who resorts to canvassing shall be liable to rejection.
11. BSNL does not bind itself to accept the highest or any other bid, and reserves itself the right to reject any or all the bids without assigning any reasons.
12. No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
13. Bidder is required to physically inspect the building where he intends to Lease In the required space.
14. In case, the bidder has requirement of additional building space or open Land for Leasing In, over and above the space mentioned in Section (VII) of this document, he should identify the same in consultation with BSNL. The same shall be mentioned by the bidder by attaching a separate letter, mentioning the Location and Address of building and additional space required.
15. The bid forms shall not be issued by post/courier. Further, Bids shall not be received by post/courier/fax.

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

Assistant General Manager (Civil & Electrical Works)
o/o General Manager, Nagpur BA
5th Floor, Telephone Bhavan,
Zero Miles, Civil Lines,
Nagpur – 440001.

Office Tel : (0712) 2536822
Email : agmcewngp@gmail.com

Sign & Seal of Bidder

SECTION-II

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GUIDELINES TO BIDDERS**1. DEFINITIONS**

- a) The **Contract** means the documents forming the EOI document and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the bidder, together with the documents referred to therein including these conditions and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- b) The **Site or Area** shall mean the vacant space or any area which is to be given on rent.
- c) The **BIDDER** shall mean eligible organization bidding for the space to be taken on rent under the contract and shall include the legal personal representative or such individual or the persons representing such eligible organizations.
- d) The **BSNL** shall mean Bharat Sanchar Nigam Limited (A Government of India Enterprise) having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur lane, Janpath, New Delhi-110001 and shall include their legal representatives, employees and permitted assigns.
- e) The **Engineer-in-Charge** or **E-in-C** means the Officer who shall be in-charge of the building and who shall sign the agreement on behalf of the Bharat Sanchar Nigam Ltd.
- f) **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns, who invite EOI on behalf of BSNL.
- g) The **Arbitrator** means the authority nominated by Chief General Manager (CGM) for arbitration.
- h) Where the 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 lease out the built-up space in the building on rent 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 etc. However, the Bidder is required to actually visit the site and its locality to gather all the requisite information for quoting his rates.
- b) Preferably, the initial leasing period will be three years with provision for extension up to 9 years with escalation in rent after every three years provided that such escalation shall be with 15% increase in rent (i.e. @ 5% per annum)/prevailing market rate of the last rent paid at the time of such revision.
- c) The Bidder shall sign lease 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.

Sign & Seal of Bidder

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) Performa for Declaration for downloaded EOI document | Section VIII |
| (i) Price Schedule(Financial Bid) | Section IX |
| (j) Standard Lease Agreement | 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 Performa for the bid document issued by BSNL or downloaded from the website www.maharashtra.bsnl.co.in -- > Tenders-- > on BSNL Portal in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of 120 (One hundred and twenty) days from the date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.
- e. This bid document shall form a part of the contract agreement.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- g. BSNL does not bind itself to accept the highest bid. Further, BSNL also reserve to itself the right to reject any or all the bids without assigning any reason.
- h. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- i. Any clarification issued by Bharat Sanchar Nigam Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.

Sign & Seal of Bidder

- j. References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory. In case of the documents from a Government organizations / PSUs, it should be signed by the person not below the rank of Executive Engineer / Under Secretary or equivalent.
- k. Bidder may apply for any location(s) in BSNL Nagpur district (out of the locations mentioned in Section VII) in the prescribed format/procedure.

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) superscribed thereon "EOI for leasing out built up space on rent <Name of location should be written>" 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 Performa & 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 Performa (SECTION IX).
 - 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 AGM(C&EW) O/o GM BSNL Nagpur BA, 5th Floor, Telephone Bhavan, Zero Miles, Nagpur 440001.
- d) Any bid received after the prescribed deadline of date and time shall not be opened and summarily rejected.
- e) The Eligibility-cum-Technical Bid will be opened in the presence of the representatives of the bidders at 15:30 hrs. on the last date of receipt of the bids.
- f) Financial bid shall be opened only of those bidders who qualify in Eligibility-cum-Technical bid in the presence of the representatives of the bidders at a later date.
- g) The bidder's representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A FORMAT IS GIVEN IN SECTION VI).

- h) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- i) The Bidder's names, modifications, bid withdrawals and such other details as the BSNL may at its discretion, consider appropriate will be announced at the time of opening.
- j) Bid shall remain valid for acceptance for a period of 120 days after the date of opening. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be rejected by BSNL as non-responsive. In certain circumstances, BSNL may request in writing to the bidders for extending validity of their bid.
- k) The un-opened bids shall be returned to the bidder after final decision is taken on the bids.

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

- a) Eligibility cum Technical Bid:
 - i. Declaration in the prescribed Performa 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.
 - A. Proof of eligibility i.e. For Public Organisations – 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 organizations – Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
 - D. Self-declaration letter by individuals.
 - iii. Certificate in case of down loaded bids as per SECTION VIII.
 - iv. GST and PAN
- b) Financial Bid:-
 - (I) The Bidder shall give the unit price per square meter of Plinth area/Carpet area or per unit basis (as asked for in Financial Bid) 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 Performa given in SECTION IX.

9. SECURITY DEPOSIT

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

10. EVALUATION OF BIDS:

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

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

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

12. ISSUE OF LETTER OF INTENT (LOI)

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

13. SIGNING OF CONTRACT

- i. The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of lease to the bidder(s). Detailed lease agreement as per Section X 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 lease are given in Standard Lease Agreement provided in Section X.

2. LIQUIDATED DAMAGES

Should the Bidder fail to perform contractual obligations including payment of monthly lease rent within the period prescribed, the BSNL shall be entitled to recover amount with interest at the rate of bank rate (presently 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 lease agreement, or any extension thereof granted by the BSNL pursuant to clause 12, Section II; and
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.
- c) In the event 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.

Sign & Seal of Bidder

6. ARBITRATION

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

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the CGM,BSNL , Maharashtra Telecom Circle or if there be no CGM, the Executive Director(NB) of BSNL or if there be no ED(NB), the CMD of BSNL for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act 1996, any amendment thereof and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be Nagpur or any place decided by CGM, BSNL, Maharashtra Telecom Circle.

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

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

SECTION IV
DECLARATION

To,
The GM BSNL Nagpur BA,
O/o GM BSNL Nagpur BA,
Telephone Bhavan, Zero Miles,
Nagpur 440001.

Sub: Submission of EOI for leasing out built up space in the Building 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 leasing out the built up space.

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

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

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

Signature of the Bidder

Seal of Bidder

Place:

Date:

SECTION - V
BID FORWARDING LETTER

EOI NO:- GMTD/NGP/C& EW/ Vacant Space / EOI /1

Dated: 04/01/2021

To,

The GM BSNL Nagpur
o/o GM Nagpur BA
Telephone Bhavan, Zero Miles,
Nagpur 440001.

Dear Sir,

1. Having examined the conditions of EOI document and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take BSNL premises on lease in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the 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 Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the highest or any bid, you may receive.

Dated this _____ day of _____ 20__

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 GM BSNL Nagpur
o/o GM Nagpur BA,
Telephone Bhavan, Zero Miles,
Nagpur 440001.

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 LOCATIONS AVAILABLE IN BSNL PREMISES FOR RENTING**

Name of SSA/BA: Nagpur of Maharashtra Telecom Circle

Name of District: Nagpur

Name of Station: Various Places in Nagpur SSA(Secondary Switching Area) /BA(Business Area) as detailed below

BSNL will hand over the premises on As-is-Where-is basis.

Sl. No.	Name of the Building with Complete Address	Carpet Area offered for renting (in Sq m)	Whether separate entry is available or not
1	Nandanvan Telephone Exchange, Opp KDK College,Nagpur	295	Common
2	Kalamana Telephone Exchange, Near Kalamana Square,Nagpur	830	Common
3	Sakkardara Telephone Exchange, Near Dattatray Nagar,Nagpur	1904	Common
4	Nari Telephone Exchange, Near Automotive Square ,Nagpur	830	Common
5	Nari Admn Bldg, Near Automotive Square ,Nagpur	189	Common
6	Hingna MIDC Store, Hingna MIDC,Nagpur	228	Common
7	VRCE Telephone Exchange, Opp VNIT,Nagpur	1354	Common
8	Koradi Telephone Exchange, Koradi Road,Nagpur	275	Common
9	Itwari Telephone Exchange, Telephone Exchange square,Itwari,Nagpur	1500	Common
10	CTO Building, Opp BVM School , Civil Lines Nagpur.	3702	Common
11	Amenity Hall (WTR Admn Building), Opp BVM School ,Civil Lines Nagpur.	708	Common
12	Office Cum Godown ,Khamla TE Premises,Nagpur	257	Common
13	Wadi Stores & adajacent open space, Opp PKV Nursery, Amravati Road,Nagpur	1660 +Adjacent 10000(Open Land)	Common
14	RTTC Telephone Exchange,Seminary Hills ,Nagpur	169	Common
15	Katol Road Telephone Exchange,Katol Road Square,Nagpur.	234	Common
16	Bhiwapur Telephone Exchange, Bhiwapur, Dist Nagpur.	123	Common
17	Hingna Village Telephone Exchange, Hingna, Dist Nagpur.	271	Common
18	Katol Telephone Exchange, Katol, Dist Nagpur.	417	Common

Sign & Seal of Bidder

19	Kondhali Telephone Exchange, Kondhali, Dist Nagpur.	134	Common	
20	Kuhi Telephone Exchange, Kuhi, Dist Nagpur.	123	Common	
21	Ramtek Telephone Exchange, Ramtek, Dist Nagpur.	273	Common	
22	Saoner Telephone Exchange, Saoner, Dist Nagpur.	414	Common	
23	Umrer Telephone Exchange, Umrer, Dist Nagpur.	409	Common	
24	Butibori Telephone Exchange, Butibori, Dist Nagpur.	260	Common	
25	Godhni Telephone Exchange, Godhni, Dist Nagpur.	134	Common	
26	Mouda Telephone Exchange, Mouda. Dist Nagpur.	134	Common	
27	Parseoni Telephone Exchange, Parseoni, Dist Nagpur.	123	Common	
28	Patansawangi Telephone Exchange, Patansawangi, Dist Nagpur.	127	Common	
29	Sawargaon Telephone Exchange, Sawargaon, Dist Nagpur.	88	Common	
30	Kalmeshwar Telephone Exchange, Kalmeshwar, Dist Nagpur.	147	Common	
31	Narkhed Telephone Exchange, Narkhed, Dist Nagpur.	247	Common	
32	Bela Telephone Exchange, Bela, Dist Nagpur.	136	Common	
33	Regional Telecom Training Center (RTTC), Seminary Hills Nagpur. (Total Land area of plot = 31,892 Sq M.)	Admin Building	7883	Common
		Hostel Blocks	7189	
		Other	16820	

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).

- (2) Attributes and Salient Features of Vacant Space: Power Back up /Lift /AC environment facility may be provided as per availability and requirement in some locations on chargeable basis as per terms and conditions mutually agreed.
- (3) Any structural modifications proposed to be carried out in the above said leased out space should be temporary in nature and proposed plan should be approved by BSNL.
- (4) The bidders are advised to inspect the building & premises before quoting in consultation with the JTO (L&B)/SDE (L&B)/ AGM(C&EW), O/o GM BSNL Nagpur.
- (5) BSNL reserves the right to specify or not specify the allotment of limited/proportionate parking at the notified premises as per the availability and its decision is final.

SECTION VIII

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

It is to certify that

1. I/We have submitted the bid in the Performa 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 lease agreement will be cancelled. The department will not pay any damages to me / us on this account.
10. In case at any stage later, it is found that there is difference in our downloaded EOI documents from the original, I/We may also be debarred for further participation in the EOI in the concerned BSNL Circle.

Dated.....

(BIDDER)

(SIGN WITH SEAL)

ADDRESS:.....

.

PHONE NOS.:.....

Mobile No:.....

E-MAIL

SECTION IX
PRICE SCHEDULE
FINANCIAL BID

To
The General Manager
BSNL Nagpur BA,
Telephone Bhavan,
Zero Miles,
Nagpur 440001.

Sir,

With reference to the EOI No. GMTD/NGP/C& EW/ Vacant Space / EOI /1 Dated: 04/01/2021, __ __
__ I/We offer the following price to take the said premises of BSNL (As-is-where-is basis) on lease
basis in accordance with the terms and conditions mentioned therein, as under:

Sl. No	Location & Address	Total Carpet area (Square Meters)	Monthly Lease rent per Square Meter of Carpet Area** excluding applicable taxes and O&M charges (In Indian Rupees)	Total monthly rent (In Indian Rupees)	Likely usage of the rented space

Yours Faithfully

Signature of the
Authorised 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 amount quoted in words will prevail.
- iv. If there is requirement of additional building space or open land over and above the Carpet Area of each location as mentioned in Section (VII), bidder shall attach a duly signed separate letter and mention the name of location and requirement of additional Land and Building Space.

Section X Annexure-A2 (Total 6 pages)
STANDARD LEASE AGREEMENT (SLA) FOR RENTING OUT SPACE (DRAFT)

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

BETWEEN

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

AND

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

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

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

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

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the premises known as
..... together with all fixtures and fittings standing and being thereon building related services (external & internal called "THE SAID PREMISES") more particularly described in SCHEDULE A.
2. The lease shall commence/shall be deemed to have been commenced on the... ..Day of Two thousand and.....and shall, subject to the terms hereof, continue for a term of three year(s) with an option to extend the period of lease for a further term as set out in Clause 18 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs. per month which shall be deemed to be exclusive of maintenance and all the taxes payable to municipal or other local/state/other bodies (except Property/House Tax). The rent along with operation & maintenance charge as stipulated in para 4 is payable in advance before 10th of every month failing which the amount with interest at the rate of bank rate (presently *** %) plus 4% for the period of delay shall be recovered by BSNL (Lessor). In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current

month up to the date of such termination. The monthly rent is hereby agreed to remain fixed during the period of lease of three years subject to provisions in clause 9.

4. The operation and maintenance charges at the rate of Rs. ...*... per sqm per month with applicable taxes will be charged over and above the monthly rent and it will be proportionately enhanced with respect to enhancement of the rent. The operation and maintenance of the following items (*) are covered under the said charges:
 - i. Air conditioning & mechanical ventilation
 - ii. Electrical fixtures, fittings, installations, compound lights and pumps.
 - iii. Lifts.
 - iv. Sub station.
 - v. Diesel generators.
 - vi. Building management systems.
 - vii. Firefighting systems.
 - viii. Water treatment plant.
 - ix. Sewerage treatment plant.
 - x. Deployment of security for entire campus and common area.
 - xi. Housekeeping for entire campus in common area.
 - xii. Any other amenities.

*(Give details. Strike out / add the facilities as per actual site conditions)

Security arrangement of the premises under possession of the Lessee shall be the responsibility of Lessee. Lessor (BSNL) shall not be responsible for any loss of installation, equipment etc. The rate of maintenance charges as stated in Para 4 above are exclusive of electricity, water charges etc.

Rented premises shall not display any publicity material of competing telecom companies. Further, BSNL shall reserve the right for utilizing the premises for publicity/other purposes.

5. That the Lessee shall pay to the Lessor a sum of Rs.(Rupees) as advance rent of one month and a sum of Rs. (Rupees) (three months' rent) as Security Deposit on signing of this agreement, free of interest, which will be refunded at the time of the premises having been handed back properly to the Lessor with the fittings and fixtures etc. in good condition, all alterations made with due permission of Lessor are restored, all dues having been cleared. Otherwise the same shall be adjusted against the said security deposit.

5(A).

That the Lessor shall have right to adjust from security deposit, the mutually agreed sum, which has to be incurred by him on account of major damages to the building/premises. The major damages, levy, shall be ascertained jointly by Lessor & Lessee. The Lessee shall not be liable to pay normal wear and tear.

6. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'B' and the Lessee shall upon the expiration of the term hereby created or any renewal thereof and subject to clause 14 hereof yield up the said premises including fixtures and fittings in as good a condition as received.
7. The Lessee shall be entitled to use the said premises for the purpose for lawful business of Lessee and is not detrimental to the interest of the Lessor.

8. The Lessee shall not sublet assign or otherwise part with the whole or any part or parts of the said premises during the period of tenancy nor will allow at the time of vacating the premises and will handover peacefully vacant possession to the Lessor or his authorised agent.
9. That the Municipal Tax (except Property/House Tax) or other local tax levied by local authority and water charges are to be borne by the Lessee proportionately including any future revision with retrospective effect for the area of occupation. Any other tax or any hike imposed by the appropriate authority is to be borne by the Lessee. Goods and Services tax at the prescribed rates is to be borne by the Lessee. It is made absolutely clear, in this deed that it shall be the sole responsibility of the Lessee to pay all such charges as stated in paras 9 & 10 to Govt. and /or other Govt. authorities. It is agreed that in case the lesser is required to pay or forced to pay such taxes, charges, the Lessor may pay the same and deduct the same from the security deposit, in such events, short fall in any security deposit during the currency of agreement shall be payable by Lessee with the following monthly rent payable, so as to secure deposit of Rs keeps deposited with Lessor throughout the lease period. The lease is subject to the local authority bye laws. The Lessee shall comply with municipal and other charges. If the Govt/local authority objects to lease out the BSNL premises, then the bidder has to vacate the same and BSNL shall not be liable to pay any compensation for the same.
10. That the Lessee shall pay all charges in respect of electric power, light used in the said premises in accordance with the separate meter / sub-meters installed therein during the currency of this agreement including proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the demised possession of the said premises. The cost of separate meter /sub-meter including its installations shall be borne by the Lessee.
11. That at the time of occupation, the Lessee shall see that all fittings and fixtures are in perfect order and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.
12. That the Lessee shall allow the Lessor or his authorized agent to enter the said premises at the reasonable hours or when necessary for inspection/repair etc.
13. The responsibility for registration / documentation of this indenture would be that of the Lessee and all expenses in that regard would be borne by the Lessee / tenant. The registration of this agreement should be got done by the Lessee within a period of months (*time period as per local laws, rules and regulations to be mentioned*) from the date it is signed. One copy of the registered document would be supplied by the Lessee to the Lessor within 15 days of the registration thereof.
14. That the Lessee shall be entitled to erect and fix up partitions, cubicles and other fixtures and fitting and meters into or upon the said premises or any part thereof after getting approval of the same from the Lessor provided that same shall in all events confirm the building bye laws of the authority concerned for time being. However, at the expiry of this lease or extension. If any, the Lessee will hand over vacant possession of the said premises in its normal original condition after removing at its own cost all and fixture installed by the Lessee. The Lessee shall not make any structural changes, addition/alterations in the premises.
15. That day to day repairs arising out of the normal wear and tear or resulting from any modifications by the Lessee shall be done by the Lessee at his own cost but any major structural repairs will have to be done by the Lessor at his own cost. Lessor shall have power to remove any the fixture/fittings or modification done by the Lessee if it is felt that such changes as done under clause 14 will damage the structure of the building.
16. The Lessor shall not be liable for loss of profit or loss of goodwill arising from the occupation of the said premises by the Lessee and the Lessee shall make no claim in respect thereof.
17. The Lessee agrees with the Lessor to abide by the terms and conditions of the lease deed and shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without

any interruption or disturbance to the Lessor by him or any person claiming by or through or under them.

18. If the Lessee shall be desirous of extending the lease of the said premises after the expiration of the term hereby granted, it will give a notice in writing to the Lessor not less than one month before the expiration of the term hereby granted to the Lessor. Thereupon the Lessor may renew the lease for a further period of three years in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal provided that such revision shall be with 15% increase in rent (i.e. @ 5% per annum) // **prevailing market rate** of the last rent paid at the time of such revision.. However, it is agreed condition that if no such mutual agreement is reached the Lessee shall vacate the premises on the expiry of the time of lease deed. Only two such extensions of maximum duration of 3 years each may be considered and the Lessee shall have to vacate the premises after a total period of 9 years.
19. The Lessor shall be entitled to terminate the lease at any time giving to the Lessee a three month advance notice in writing of its intention to do so.
20. That in case of default of non-payment of the lease amount for the maximum period of three (3) months, then this agreement shall stand automatically terminated and the Lessee shall have to vacate the premises immediately. No claim whatsoever will be entertained.
21. The Lessor has right to recover any amount due to Lessee from the Security Deposit available with Lessor and the decision of the Lessor will be final and binding on the Lessee.
22. Any notice to be made or given to the Lessor under these presents or in connection with the said premises shall be considered as duly given if sent by the Lessee through the post by registered letter/speed post addressed to the officer who signs this agreement on behalf of Lessor and a copy to the Head of BSNL Field Unit/circle concerned and any notice given to the Lessee shall be considered as duly given if sent by the Lessor through the post by registered letter/speed post addressed to the Lessee at their last known place of abode. Any demand or notice sent by the registered post in either case shall be assumed to have been delivered in the usual course of Post.
23. That in case of any dispute with regard to this LEASE AGREEMENT, the same shall be subject to the jurisdiction of Courts at **NAGPUR, Maharashtra (Maharashtra Telecom Circle)** and Indian Law shall be applicable. However during the pendency of the dispute, "the Lessee shall not stop payment of rent and other CHARGES if it is in possession of the demise premises and other terms shall also continue to apply."
24. Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

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

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

24(A)

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

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

THE SCHEDULE 'A' REFERRED TO ABOVE

The premises include Sqm of open land and a super built up area of about..... Sqm on floor of the building known as ... in the city of situated on plot/and bearing Survey Nos. with boundaries of the compound described herein below:

North -

South -

East -

West -

along with all rights and privileges of land lord regarding use of corridors, stairs, parking spaces etc. Parking of.... No. of vehicles shall be allowed in the compound.

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings:

IN WITNESS WHEREOF THE OFFICIAL SEAL OF
..... has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of the Lessee on the day and year first above written by

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

Date:

Place:

Witnesses:

1.

2.

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

END OF DOCUMENT