EOI No. 02/Guntur/Estates/EOI/2020-21

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

NAME OF WORK: - Expression of interest for leasing out of built up space in BSNL buildings in GUNTUR SSA as indicated in section VII of this document.

Issued to: ……..

Signature of Officer issuing the documents: ……..

Designation:……

Date of issue:…….

Certified that this document consists of 24 pages

Asst. General Manager(PLG),
O/o GMTD, BSNL,
Chandramouli Nagar,
GUNTUR-522007.

Signature of the bidder

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Signature of the bidder

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

EOI NO: 02/Guntur/Estates/EOI/2020-21 **Dated: 13-07-2021**

NOTICE INVITING EXPRESSION OF INTEREST (NIEOI)

1.0) Sealed Expression of Interest (hereinafter called EOI) for ***leasing out of built up space in BSNL buildings on rent in various locations in GUNTUR SSA*** as indicated in Section- VII of this document, is hereby invited on behalf of GM, Telecom District, Guntur in two bid system in the prescribed Proforma by the Assistant General Manager (PLG-CFA), O/o General Manager, Telecom District, BSNL, Chandramouli Nagar, Guntur- 522007, up to 15:00 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 in 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 the space in BSNL buildings. Use of the property shall not be prejudicial to the interest of BSNL and the decision of SSA Head or an equivalent officer shall be final in this regard.

Note:- (i) **The vacant spaces will not be rented out to other Telecom Service Providers for their Telecom operations.**
(ii) The bidder has to mention the type of business is going to start in lease in Space.
(iii) The bidder should not use this lease place for opening Bar & Restaurants, meat shops, explosive material etc.
(iv) The lessee on his own shall obtain local body approvals, if required, and shall be ready to take risk on this aspect.
(v) BSNL shall handover the premises As-is-Where-is basis.
(vi) The lessee shall not sublet assign or otherwise part with the whole or any part Or parts of said premises during the period of tenancy.

3.0) Bid form consisting of eligibility criteria, terms and conditions, and the Performa of the EOI can be had from the aforesaid office from 11:00 hrs to 16:00 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 our website www.ap.bsnl.co.in

Signature of the bidder

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	28 -07-2021.
b	Last date for issue of bid form	28 -07-2021.
c	Date of pre-bid conference, if any	---- Nil ---
d	Last date and time for receipt of sealed bids	Up to 12 00 Hrs 30-07-2021.
e	Time and date for opening of technical & financial Bid	At 15:00 hrs on 30-07-2021.

6.0) The Eligibility Bid will be opened in the presence of the representatives of the bidders at 16:00 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.

Note :- For any doubts and clarifications regarding this EOI document please contact The AGM(PLG), O/o General Manager telecom, 1st line, chandramouli Nagar,BSNL, Guntur **– 522007.**

Ph: No. 0863-2248454, Mobile. 9490188339, E-mail- *agmcfagtr@gmail.com* ,

Sd/-
Asst.General Manager(PLG),
O/o General Manager,
Telecom District,BSNL
Chandramouli Nagar,
Guntur-522007.

Signature of the bidder

SECTION-II

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 Bhavan, 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 Telecom (CGMT) 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 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 (from Sheet 1 to Sheet 2). The likely usage for which the said built up space may be put to use is for office purpose, IT & ITES related work, Godowns 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 increase shall be with minimum **15%(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 and the lease agreement is to be got registered by bidder.

3. DECLARATIONS

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

Signature of the 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) Proforma for Declaration for downloaded EOI document	Section VIII
(i) Standard Lease 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 **http://www.ap.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 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.

Signature of the bidder

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 apply for any location(s) in Guntur SSA (out of the locations mentioned in Section VII) in the prescribed format/procedure.

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 leasing out built up space on rent …… ……" should contain the following two envelopes.

ii. The first envelope (sealed) super scribed 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) super scribed thereon " Financial Bid' should contain financial bid in the prescribed Proforma (SECTION X).

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. **"Assistant General Manager (PLG), O/o General Manager,Telecom District, 1st floor, Admn Building,BSNL Bhawan, Chandramouli Nagar,Guntur - 522007.**

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 16:00 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.

Signature of the bidder

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 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/ Firms & Establishments – Certificate of incorporation, Income tax returns along with Financial account statements duly authenticated by the CA Firm for the last three years (2018-19,2019-20,2020-2021).

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 feet of plinth 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 performa given in SECTION X.

9. SECURITY DEPOSIT

i. The Successful Bidder shall furnish to BSNL a sum equal to one month rent as advance and Interest free Security Deposit of an amount equal to three (3) months' rent to the BSNL, in the form of Cross Demand Draft drawn on any Scheduled Bank in favour of **Accounts officer (Cash), O/o GM, Telecom District,BSNL,Guntur-522007 or** may be submitted in the form of **Bank Guarantee along with GST@18%** (on Non- Judicial Stamp Paper of Rs. 100/-) from any Scheduled Bank/ any Bank Authorized by RBI valid for a Period of 9 Years + 6months within 7 days after the receipt of the LOI along with Draft lease agreement.

Signature of the bidder

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 and the SLA should be got registered. The Stamp duty/Lease deed registration charges shall be born by Lessee.

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 X.

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 IX shall be signed within 30 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.

Signature of the bidder

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 IX.

2. LIQUIDATED DAMAGES

If 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 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 it's 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.

Signature of the bidder

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)/ Telecom Circle Head of BSNL etc. or if there be no CGM, the Executive Director(NB) of BSNL or if there be no ED(NB), the CMD of BSNL. 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.

Signature of the bidder

SECTION IV

DECLARATION

To
The Asst. General Manager(PLG-CFA),
O/o General Manager,
Telecom District, BSNL
CM Nagar, Guntur-522007.

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:

Signature of the bidder

SECTION - V

BID FORWARDING LETTER

EOI No._____ Date _____

To
The Asst.General Manager(PLG),
O/o General Manager,
Telecom District,BSNL
CM Nagar,Guntur-522007.

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..... 2021

Name and Signature ----------

In the capacity of ----------

Duly authorized to sign the bid for and on behalf of .....

witness .....

Address .....

Signature

Signature of the bidder

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before bid opening)

To,
The Asst.General Manager(PLG),
O/o General Manager,
Telecom District,BSNL
CM Nagar,Guntur-522007

Subject: Authorization for attending bid opening on _____(date) in the EOI of_____.

Following persons are hereby authorized 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 authorized 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 authorization as prescribed above is not recovered.

Signature of the bidder

SECTION –VII

SHEET 1

The list of the sites along with tentative vacant spaces in Guntur Telecom District Area under A.P Telecom Circle: **BSNL will hand over the premises on AS-is-Where-is basis**.

S.No	Name of premises	City	Floor	Appr. Plinth area in Sft	Remarks
1	Built up space, TE Building compound, BSNL, opposite to RTC Bus stand, Ponnur.	Ponnur	Ground Floor	500	Full OR in parts of 150 sft for Shops
2	Built up space in staff quarters premises, beside Bus stand,Sattenapalli.	Sattenapalli	Ground floor	1500	Leased out Full or in parts for shops / retail outlets.
3	Built up space in Telephone Exchange premises, Sattenapalli.	Sattenapalli	Grounf Floor	375	For shops / retail outlets.
4	Built up space in Telephone Exchange compound,Rajugari kota, Narasaraopet.	Narasaraopet	Ground floor	200	For shops /retail outlets.
5	Built up space in Telephone Exchange compound, Guntur Road, Chilakaluripet.	Chilakaluripet	Ground Floor	1000	For shops /retail outlets.
6	Built up space in Telephone Exchange premises, Opp RTC Bus stand,Gurazala.	Gurazala	Ground floor	400	For shops /retail outlets.
7	Built up space in Telephone Exchange premises, Auto nagar	Guntur	Ground Floor	620	For shops /retail outlets other than milk dairy.
8	Built up space in Telephone Exchange premises, Budampadu	Guntur	Ground Floor	300	For shops /retail outlets other than milk dairy.
9	C.T.O Building, Arundelpeta	Guntur	First floor	1624.59	Commercial shops/ Bank
10	C.T.O Building, Arundelpeta	Guntur	Second floor	1456.46	Commercial shops/ Bank
11	Telephone exchange building, Kothapeta	Guntur	Ground floor	1505.98	Offices/ Banks/shops

Signature of the bidder

12	Telephone exchange building, Kothapeta	Guntur	First floor	2409.93	Offices/ Banks
13	Telephone exchange building, Ashoknagar	Guntur	Ground floor	300	Offices/ Banks/shops
14	Old CSC Building, LIC Colony, Stamabalagaruvu	Guntur	Ground floor	400	Offices/ Banks/shops
15	Admin Building Compound, Chandramoulinagar	Guntur	Ground floor	3000	Offices/ Banks
16	Telephone exchange compound and building , Repalle	Repalle	First floor	1187.90	Commercial shops/ Offices
17	Telephone exchange compound and building, Repalle	Repalle	Second floor	2516.49	Offices
18	D.T.O Building, Tenali	Tenali	Ground floor	1031.61	Offices/ Banks
19	D.T.O Building, Tenali	Tenali	First floor	1031.61	Offices/ Banks
20	D.T.O Building, Tenali	Tenali	Second floor	426.14	Offices
21	OFC Building, Tenali	Tenali	Ground floor	1174.77	Offices/ Banks
22	Telephone exchange building, Tenali	Tenali	First floor	4191.89	Offices/ Banks
23	Telephone exchange building, Tenali	Tenali	Second floor	1827.38	Offices/ Banks
24	Telephone exchange building, Mangalagiri	Mangalagri	Second floor	426.14	Offices
25	Telephone exchange building, Narsaraopeta	Narsaraopeta	First floor	2333.50	Offices/ Banks
26	Telephone exchange building, Narsaraopeta	Narsaraopeta	Second floor	2686.13	Offices/ Banks
27	Telephone exchange building, Bapatla	Bapatla	First floor	1282.51	Offices/ Banks
28	Telephone exchange building, Piduguralla	Piduguralla	First floor	1086.72	Offices/ Banks
29	Telephone exchange building, Ponnuru	Ponnuru	Second floor	2248.58	Offices/ Banks
30	Telephone exchange building, Sattenapalli	Sattenapalli	First floor	793.08	Offices
31	Telephone exchange building, Sattenapalli	Sattenapalli	Second floor	1539.88	Offices/ Banks

The bidders are advised to inspect the building & premises before quoting in consultation with SDE (L&B) / AGM PLG , O/o GMTD, BSNL - GUNTUR .

"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".

Signature of the bidder

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 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 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 . . . . . .

Signature of the bidder

SECTION IX

STANDARD LEASE AGREEMENT (SLA) FOR RENTING OUT SPACE

AN AGREEMENT MADE THIS …… DAY OF ..... Two thousand and Nineteen

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 O/o GMTD, ---------- SSA,----------District (hereinafter referred as 'B.S.N.L' 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 FOLOWS:-

Whereas BSNL /Lessor has invited the EOI No.---- --------dt--- ------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. 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 sq.ft. 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. Fire fighting systems.
viii. Water treatment plant.
ix. Sewarage treatment plant.
x. Deployment of security for entire campus and common area.
xi. House keeping 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.

5A. 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 exiting 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 law full 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 authorized agent.

Signature of the bidder

9. That the Municipal Tax or other local tax levied by local authority and water charges are 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. GST 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 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 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.

Signature of the bidder

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 30% increase in rent (i.e. @ 10% per annum) 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 **GUNTUR** (i.e. Place/ circle where agreement is signed) 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. "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)/ Telecom Circle Head of BSNL etc. or if there be no CGM, the Executive Director(NB) of BSNL or if there be no ED(NB), the CMD of BSNL. 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 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.

Signature of the bidder

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.

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 the Lessee failing the 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.

30. In case any of the information/ documents found false or misleading or any of the certificate (s) are found fake at any stage, the bidder will be black listed for two years . Further all kind of security deposit will also be forfeited.

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 :

Signature of the bidder

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:

1._____2 _____
3._____4_____

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……

(Signature)

For and on behalf of Lessee

In the presence of witnesses

1. ……
2. ……..

And by the lessor in presence of witness

(Signature)

1. ……..
2. ……..

(In case the Lessee is a Company
Firm or Society Address…….
For and on behalf of …….
Having authority to sign on behalf of the
Lessee……
Vide resolution date……..
Of.....)

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

Signature of the bidder

SECTION X
PRICE SCHEDULE
FINANCIAL BID

To

The Assistant General Manager (PLG),

O/o General Manager, Telecom District
BSNL, CM Nagar, Guntur-522007

Sir,

With reference to the EOI no._____dated_____, 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:

S.No	Name of premises	City	Floor	Total Super Built up Area area in (Sft)	Monthly Lease rent per square feet of Super Built up area excluding applicable taxes and O & M charges (In Rupees)	Total Monthly Rent (In Rupees)	Likely Usage of the rented space

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 rate in words will prevail.

Signature of the bidder