# BHARAT SANCHAR NIGAM LIMITED

## (A Govt. of India Enterprise)

**EOI No: 01/BSNL/CO-HYD/ EOI / CROP-20 / 2021-22 Dt. 24-07-2021.**

**NAME OF WORK:-"Expression of interest (EOI) for Leasing out of built-up spaces in BSNL owned Buildings under Circle Office BA at RTTC, Hyderabad campus and Store sheds at Padmaraonagar, Hyderabad under Telangana Circle as indicated in section VII of this document."**

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

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

**Designation:**.....

**Date of issue: 24.07.2021**

Certified that this document consists of Twenty Seven (27**)** pages only.

Executive Engineer (Civil),
BSNL Civil Division-I
701, 7th floor, BSNL Bhavan, Hill fort Road,
Adarshnagar, Hyderabad-500063



Signature of the Bidder with seal

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Signature of the Bidder with seal

## SECTION-I

**BHARAT SANCHAR NIGAM LIMITED**

**(A Government of India Enterprise)**

**EOI No: 01/BSNL/ CDH-I /EOI/2021-22 Dt. 24-07-2021.**

## NOTICE INVITING EXPRESSION OF INTEREST

1. Sealed Expression of Interest (hereinafter called EOI)**for Leasing out of built-up spaces in BSNL owned Buildings under Circle Office BA at RTTC, Hyd campus and Store sheds at Padmaraonagar, Hyderabad under Telangana Circle as indicated in section VII of this document."**, is hereby invited in two bid system in the prescribed Proforma by the Executive Engineer (Civil), BSNL Civil Division-I , 702, 7th floor, BSNL Bhavan, Hill fort Road, Adarshnagar, Hyderabad-500063on behalf of the BSNL Telangana Circle, Hyderabad up to 15:00 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 and Cooperative Banks with annual turnover of not less than Rs.10 Crores for HYDERABAD .

**Any relaxation in the turn over with the due approval of the competent authority shall be subject to deposit of Twelve (12) month's rent equivalent as Performance Guarantee in advance (in addition to the usual security deposit).**

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

3. Bid form consisting of eligibility criteria, terms and conditions, and the Proforma 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.



Signature of the Bidder with seal

4. The bid form can also be downloaded from the website www.telangana.bsnl.co.in and www.renting.bsnl.co.in.

5. Details for obtaining bid forms, receipt and opening thereof shall be as follows:-

| Sl. No. | Stage | Date and Time |
|---|---|---|
| a | Last date for receipt of application for issue of bid forms | 13-08-2021 |
| b | Last date for issue of bid form | 16-08-2021 |
| c | Date of pre-bid conference, if any | --NIL--- |
| d | Last date and time for receipt of sealed bids | UP TO 15:00 Hrs on 17-08-2021 |
| e | Time and date for opening of technical & financial Bid | At 15:30 hrs on 17-08-2021 |

6. The Eligibility Bid will be opened in the presence of the representatives of the bidders at 15:30 hrs. on the last date of receipt of the bids.
7. 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. In case of the attested copies of the documents/testimonials/certificates original copies there of 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. The bid forms shall not be issued by post/courier. Further, Bids shall not be received by post/courier/fax.

Executive Engineer (Civil),
BSNL Civil Division-I
701, 7th floor, BSNL Bhavan, Hill fort Road,
Adarshnagar, Hyderabad-500063



Signature of the Bidder with seal

## 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 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/EOI:

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, Educational institutions 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 Nine (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) of the last rent paid at the time of such revision.



Signature of the Bidder with seal

However the competent authority can negotiate and sign the SLA proposed by the tenant organisations of Public organization/Banks .

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.

**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 Available | 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 website www.telangana.bsnl.co.in and www.renting.bsnl.co.in the same form in A-4 size paper printed on one side of paper only.The complete bid EOI downloaded document as issued by the BSNL is to be submitted by the bidder. Additional documents may be attached at the end, if EOI documents is insufficient. All pages of the EOI document shall be duly signed and sealed by the bidder.**

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.**



Signature of the Bidder with seal

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.

j. Bidder may apply for any location(s) in the circle (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:-

The third envelope (sealed) superscribed thereon **"Expression of interest (EOI) for Leasing out of built-up spaces in BSNL owned Buildings under Circle Office BA at RTTC, Hyd campus and Store sheds at Padmaraonagar, Hyderabad under Telangana Circle as indicated insection VIIof this document."** should contain the following two envelopes.

i. The first envelope (sealed) superscribed thereon "Eligibility details" should contain the, the 'DECLARATION' as prescribed in the terms & conditions of the bid document, details in the prescribed proforma &



Signature of the Bidder with seal

attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.

ii. The second envelope (sealed) superscribed 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.

**"Executive Engineer (Civil), BSNL Civil Division-I ,701, 7th floor, BSNL Bhavan, Hillfort Road, Adarshnagar,Hyderabad-500063 .**

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 on the same day.

g) The bidder's representatives who are present at the time of opening of bid shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VI).**

h) A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

i) The Bidder's names, modifications, bid withdrawals and such other details as the BSNL may at its discretion, consider appropriate will be announced at the time of opening.

j) Bid shall remain valid for acceptance for a period of 120 days after the date of opening. The bid in which the bidder has restricted its validity for the period shorter than the aforesaid shall be rejected by BSNL as non-responsive. In certain circumstances, BSNL may request in writing to the bidders for extending validity of their bid.

k) The un-opened bids shall be returned to the bidder after final decision is taken on the bids.

## 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 in complete as issued by BSNL 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 Public Organizations – A statement on the letter head of the department / company giving details about their organization.



Signature of the Bidder with seal

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& Cooperative Banks – Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.

iv. Certificate in case of down loaded bids as per SECTION VIII

b) **Financial Bid:-**

(I) **The Bidder shall give the unit price per square Feet (Sq.ft.) of Carpet area (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 applicable taxes and operational & maintenance(O&M) charges in the proforma given in SECTION X.**

The proforma as issued in section-X shall be used for buildings mentioned in Section-VII.

**9. SECURITY DEPOSIT**

i. The Successful Bidder shall furnish the BSNL a sum equal to One (01) month rent as advance rent and also the Interest free Security Deposit of an amount equal to three (3) months rent to the BSNL for each space in the form of Demand Draft drawn on Scheduled Bank in favour of "**Accounts officer (Cash), O/o CGMT, Hyderabad"** 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.

iv. If a bidder participates for more than one premises, he has to deposit the security deposit and the advance rent for each premises separately. If the Security deposit and Advance rent is not received within the stipulated time, the particular premises shall not be considered though he quotes highest among bidders.

**10. EVALUATION OF BIDS:**

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

**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



Signature of the Bidder with seal

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 it's acceptance along with Security Deposit in conformity with terms of bid document.

**13. SIGNING OF CONTRACT**

i. The issue of LOI followed by acceptance by the bidder(s) shall constitute 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.



Signature of the Bidder with seal

## 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

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 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.



Signature of the Bidder with seal

## 5. TERMINATION FOR INSOLVENCY

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

## 6. ARBITRATION

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 Chief General Manager, BSNL Telangana Telecom Circle 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 at the. *Place/ circle where agreement is signed*.

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.

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Signature of the Bidder with seal

**SECTION -IV**

**DECLARATION**

**To,**

Executive Engineer (Civil),
BSNL Civil Division-I
701,7th floor, BSNL Bhavan,
Hillfort Road,
Adarshnagar,Hyderabad-500063

Sub :**Submission of "Expression of interest (EOI) for Leasing out of built-up spaces in BSNL owned Buildings under Circle Office BA at RTTC, Hyd campus and Store sheds at Padmaraonagar, Hyderabad under Telangana Circle as indicated insection-VIIof this document."**

Ref: **01/BSNL/ CDH-I /EOI/2021-22 Dt. 24-07-2021.**

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 with seal

## SECTION - V

## BID FORWARDING LETTER

**Sub: "Expression of interest (EOI) for Leasing out of built-up spaces in BSNL owned Buildings under Circle Office BA at RTTC, Hyd campus and Store sheds at Padmaraonagar, Hyderabad under Telangana Circle as indicated insection VIIof this document."**

**EOI No: 01/BSNL/ CDH-I /EOI/2021-22 Dt. 24-07-2021.**

To,
Executive Engineer (Civil),
BSNL Civil Division-I
702, 7th floor, BSNL Bhavan,
Hill fort Road,
Adarshnagar, Hyderabad-500063

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 with seal

## SECTION -VI

## LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach before bid opening)

To

Executive Engineer (Civil),
BSNL Civil Division-I,
Room No.701,
7th floor, BSNL Bhavan,
HillfortRoad,
Adarshnagar,Hyderabad-500063

**Subject:** Authorization for attending bid opening on ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ (date) in the **"Expression of interest (EOI) for Leasing out of built-up spaces in BSNL owned Buildings under Circle Office BA at RTTC, Hyd campus and Store sheds at Padmaraonagar, Hyderabad under Telangana Circle as indicated insection VII of this document."**

**Ref**: **01/BSNL/ CDH-I /EOI/2021-22 Dt. 24-07-2021.**

Following persons are hereby authorized to attend the bid opening for the EOI mentioned above on behalf of ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ (name 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.

3.



Signature of the Bidder with seal

**SECTION-VII**

**DETAILS OF LOCATIONS along with tentative vacant spaces (which may vary as per availability IN BSNL PREMISES IN HYDERABAD under this EOI**

**EOI No: 01/BSNL/ CDH-I /EOI/2021-22 Dt. 24-07-2021.**

**BUILDINGS UNDER CIRCLE OFFICE & RTTC ,Hyderabad:**

| S.No | Name of BA | Name of City /Town/Village(Location) | Name of bldg. &Address | Floor wise Vacant Sparable Carpet Area (in Sft) | | Total Carpet Area (Sft) of Each Building (total Of all floors) | Applicability of Rent free period |
|---|---|---|---|---|---|---|---|
| | | | | Floor | App. Area (Sft.) | | |
| 1 | 2 | 3 | 4 | 5 | | 6 | 7 |
| | CO | Padmarao Nagar, Secunderabad | **CTSD-Stores (Godowns- 7No.s)** | | | | Three(3) Months |
| 1 | CO | Padmarao Nagar, Secunderabad | GodownNo.1 | GF | 2853.00 | 10,472.00 | |
| 2 | CO | Padmarao Nagar, Secunderabad | GodownNo.2 | GF | 820.86 | | |
| 3 | CO | Padmarao Nagar, Secunderabad | GodownNo.3 | GF | 300.00 | | |
| 4 | CO | Padmarao Nagar, Secunderabad | GodownNo.4 | GF | 1881.98 | | |
| 5 | CO | Padmarao Nagar, Secunderabad | GodownNo.5 | GF | 1051.10 | | |
| 6 | CO | Padmarao Nagar, Secunderabad | GodownNo.6 | GF | 1782.68 | | |
| 7 | CO | Padmarao Nagar, Secunderabad | GodownNo.7 | GF | 1782.68 | | |
| 8 | CO | RTTC Gachibowli | Admn.Building(GF) | GF | 43,941.00 | 43,941.00 | Three(3) Months |
| 9 | CO | RTTC Gachibowli | Godavari Hostel building (G+2) | All Floors | 42,894.00 | 42,894.00 | Three(3) Months |
| 10 | CO | RTTC Gachibowli | Civil office | GF | 800.00 | 800.00 | Three(3) Months |
| 11 | CO | RTTC Gachibowli | Staff quarters (A&B Blocks) | All Floors | 6,222.00 | 6,222.00 | Three(3) Months |

**Note**:1. The bidders are advised to inspect the interested building & premises before submission of bids in consultation with SDE/AGM, RTTC or Issuer of this EOI before quoting for any space.



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2. In addition, built-up spaces in other BSNL buildings in Hyderabad, shall also be considered for leasing out on rent, subject to availability of vacant spaces. Further, the list is indicative only and not exhaustive, and bidders can also bid for built up space of other buildings or other structures appurtenant to the main building in the same compound not listed above. Interested bidders may indicate their requirement in section X of this document. However, BSNL reserves the right to lease out the premises, subject to its availability for leasing out.

3. The Actual Carpet area shall be measured as per IS:3861-2002 guidelines for entering in to the agreement.

4. Separate agreements shall be entered with successful bidder for each building separately.



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**SECTION -VIII**

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

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It is to certify that

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



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## SECTION - IX

## STANDARD LEASE AGREEMENT (SLA) FOR RENTING OUT SPACE

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 110001and 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 FOLOWS:-**

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 Twenty One and shall, subject to the terms here of, 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 18hereof.

**3.** The Lessee shall, subject to the terms hereof, pay gross rent in monthly



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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 aproportionate 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 clause9.

**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. Substation.
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. 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 advancerent 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



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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 authorized agent.

**9.** That the Municipal Tax (except Property/House 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. 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 thesame.

**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.



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**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) 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 9years.

**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 doso.

**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



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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 theLessee.

**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 ofPost.

**23.** That in case of any dispute with regard to this LEASE AGREEMENT, the same shall be subject to the jurisdiction of Court sat------(*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.** 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 HQ, as the case may be)_ _ _ _ _ _ _ _ (New Delhi or Circle/SSA

he 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.



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**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 Lesee 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 partthereof.

**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.



Signature of the Bidder with seal

**THE SCHEDULE 'A' REFERRED TO ABOVE**

The premises include….Sqm of open land and as per builtup 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

West

East

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:

.



Signature of the Bidder with seal

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**<br><br>**Bharat Sanchar Nigam Limited**<br><br><br><br><br>**Name:**<br><br>**Designation:** | **Signed for and on behalf of**<br><br>— — — — — — — — — — — —<br><br><br><br><br>**Name:**<br><br>**Designation:**<br><br>(In case Lessee is a company) Having authority to sign on<br><br>behalf of the Lessee Vide resolution dated … …… of …<br><br>…… …… …… …… …… …… …… …… ) |

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.



Signature of the Bidder with seal

## SECTION- X

## PRICE SCHEDULE (FINANCIAL BID)

(To reach before bid opening)

To
Executive Engineer (Civil),
BSNL Civil Division-I
701,7th floor,
BSNL Bhavan,
Hillfort Road,
Adarshnagar,Hyderabad-500063

Sir,

With reference to the EOI no. **01/BSNL/ CDH-I /EOI/2021-22 Dt. 24-07-2021**. I/we, ___ ___ ___ ___ _____I/We offer the following price to take the said premises of BSNL on commercial lease basis in accordance with the terms and conditions mentioned there in, as under:

| Sl. No | Location & Address | Total Carpet area / (Sq feet ) | Monthly rate of Lease rent per Square Feet of Carpet area offered excluding applicable taxes and O&M charges (In Rupees) | Total monthly rent (In Rupees) | Likely usage of the rented space by the tenant |
|---|---|---|---|---|---|
| 1. | | | | | |
| 2 | | | | | |
| 3 | | | | | |

** The financial bid in above format can also be attached separately and submitted in the Firm's letter head , in case bids for more building spaces are submitted.

Yours Faithfully

Signature of the Authorized Signatory of the Bidder with seal

i. Amount to be mentioned clearly in Indian form of international numerals.

ii. No corrections/alterations are permitted while mentioning the amount.

iii. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.



Signature of the Bidder with seal