# Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)



NAME OF WORK: - EXPRESSION OF INTEREST FOR RENTING/LEASING OUT OF BUILT UP SPACE IN BSNL BUILDING under Solan SSA

O/o GENERAL MANAGER TELECOM BSNL Saproon, Solan, Distt. Solan (HP)-173211

#### **Staff Quarters:**

Sr. No.	Name of Compound	Type III Staff Quarter
1	BADDI , Distt. Solan (HP)	1 (One )No.

Issued to: ..... All Prospective Bidders.....

Officer issuing the documents:

Designation: AGM(Admin) O/o GM Telecom BSNL SOLAN(HP)-17311

Date of issue: 23.07.2022

This document consists of 27 (Twenty Seven) pages O/o General Manager Telecom BSNL, Solan

**BSNL** 

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

EOI NO: - G/GMTD/SOL/Tender/EOI/Vacant Space/II/2022-23/02 Dated: 23.07.2022

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

- 1.0 Sealed Expression of Interest (hereinafter called EOI) for leasing out of built up space on rent is hereby invited in two bid system in the prescribed Performa by the AGM(Admn) O/o GENERAL MANAGER, TELECOM SAPROON SOLAN, on the date mentioned below:
  - 2.0) The following organizations are eligible to submit their bids:
    - (a) Central/ State Government, Central/State Government Public Sector Undertakings.
    - (b) Autonomous bodies, Semi-Government bodies running with the budgetary support of the Government.
    - (c) Scheduled Banks, both Governmen7ts owned as well as Private except the Cooperative Banks.
    - (d) International bodies, and
    - (e) Reputed Private Companies with annual turnover of not less than Rs. 5 crores during the last three years.
    - (f) Other Telecom Service Providers are not eligible to submit their bid for this EOI.
    - (g) The Vendors, franchisees and other service providers of BSNL can also participate for their office and /or operations under short term renting(i.e renting for a period between half day to 11 months) only during the validity of their contract/agreement.
  - 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 1100 hrs to 1600 hrs on all the working days, up to penultimate day of the last date of submission of the EOI.
  - 4.0) The bid form can also be downloaded from the website <a href="www.hp.bsnl.co.in">www.hp.bsnl.co.in</a> & <a href="www.hp.bsnl.co.in">www.hp.bsnl.co.in</a> &
  - 5.0) Details for obtaining bid forms, receipt and opening thereof shall be as follows:-

S.No.	Stage	Date and Time
а	Last date for receipt of application for issue of bid form	Up to Last working day of Month
		up to 11:00 hrs
b	Last date for issue of bid form	Last day of month up to 12:30 hrs
C)	Date of pre-bid conference, if any	All day
d	Last date and time for receipt of sealed bids	UP TO 14:30 Hrs on 1st day of next Month
е	Time and date for opening of technical & financial Bid	At 15:00 hrs on 1st working Day of
		next month.

6.0) The Eligibility Bid will be opened in the presence of the representatives of the bidders at 15:00 hrs. on 1st working Day of next month.

- 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.

AGM (Admn)
O/o General Manager Telecom
BSNL Saproon, Solan
Mob No. 94170-04321

#### **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

- 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. The likely usage for which the said built up space may be put to use is for office purpose, IT & ITES related work, training institutes etc. However, the Bidder is required to actually visit the site and its locality to gather all the requisite information for quoting his rates.
- b) Preferably, the initial leasing period will be three years with provision for extension up to 9 years with escalation in rent after every three years provided that such escalation shall be with 15% increase in rent (i.e. @ 5% per annum) 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(one) 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 Section VII (g) Details of Locations (h) Performa 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 Performa for the bid document issued by BSNL or downloaded from the BSNL Web site <a href="www.hp.bsnl.co.in">www.hp.bsnl.co.in</a> & <a href="www.hp.bsnl.co.in">www.hp.bsnl.co.in</a>
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of 120 (One hundred and twenty) days from the date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.
- e. This bid document shall form a part of the contract agreement.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- g. BSNL does not bind itself to accept the highest bid. Further, BSNL also reserve to itself the right to reject any or all the bids without assigning any reason.

- h. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- i. Any clarification issued by Bharat Sanchar Nigam Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- 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 "EOI for leasing out built up space on rent for Solan SSA" Should be 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 Performa & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
  - iii. The second envelope (<u>sealed</u>) super scribed thereon "Financial Bid" should contain financial bid in the prescribed Perform (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.

### "AGM(Admn) O/o General Manager Telecom, SAPROON SOLAN, DISTT. SOALN (HP)

- 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 15:00 Hrs on 1st working Day of next month.
- 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 Performa as in Section IV.
  - ii. The prescribed bid document with each page duly signed by the authorized signatory with seal in token of acceptance of its terms and conditions in accordance with clause 7.
  - iii. Proof of eligibility i.e.
    - A. For Central and State govt. departments, PSUs, autonomous bodies, semi govt. bodies & scheduled banks, A statement on the letter head of the department / company giving details about their organization.
    - B. For international bodies A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
    - C. For reputed private companies Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
  - iv. Certificate in case of down loaded bids as per SECTION VIII.
- b) Financial Bid:-
- (I) The Bidder shall give the unit price per square meter/sq feet of Carpet Area or per unit basis (As asked for in financial bid) per month for the location applied for, listed in the Price schedule and the unit prices indicated shall be exclusive of taxes and operational & maintenance(O&M) charges in the Performa given in SECTION X.

#### 9. SECURITY DEPOSIT

- ii. The proceeds of the Security Deposit shall be payable to the BSNL as compensation for any loss resulting from the Bidder's failure to discharge its obligations under the lease agreement.
- iii. The Security Deposit will be discharged by the BSNL after successful completion of the lease period.

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

The evaluation and comparison of bids shall be based on the rentals offered in the Price Schedules in Section 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 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 IX shall be signed within seven days from the date of receipt of Security Deposit.
- **14. ANNULMENT OF AWARD** Failure of the successful bidder to comply with the requirement of clause 9 (i) shall constitute sufficient ground for the annulment of the award in which event the BSNL shall call for fresh bids.

#### **SECTION III**

#### COMMERCIAL CONDITIONS OF CONTRACT

#### 1. TERMS & CONDITIONS

The general terms and conditions of 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 ( Corporate bank rate/Union Bank of India % ) 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.

#### 6. ARBITRATION

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

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

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

#### **SECTION IV**

### **DECLARATION**

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The General Manager Telecom BSNL Saproon, Solan

Sub:	Submission	of	EOI	for	leasing	out	built	ир	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.

Dlagg	Signature of the Bidder
Place:	
Date:	
	Seal of Bidder

#### **SECTION - V**

#### **BID FORWARDING LETTER**

EOI NO: - G/GMTD/SOL/Tender/EOI/Vacant Space/II/2022-23/02 Dated: 23.07.2022

To

The General Manager Telecom Bharat Sanchar Nigam Limited BSNL Saproon, Solan

Dear Sir.

- 1. Having examined the conditions of EOI document and specifications, 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
Name and Signature
n the capacity of
Ouly authorized to sign the bid for and on behalf of
vitness
Address
Signature

#### **SECTION VI**

#### LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

(To reach before bid opening)

То		
The General Manager	Telecom	
Bharat Sanchar Nigam	ı Limited,	
BSNL, Saproon Solan	(HP)	
Subject:-Authorization for RENTING OUT	or attending bid opening on SPACE.	(Date) in the
	nereby authorized to attend the bid on the b	•
Order of Preference	Name	Specimen Signatures
1.		
II.		
Alternate		
Representative		
		Signatures of bidder
		Or

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.

Officer authorized to sign the bid

Documents on behalf of the bidder.

# SECTION -VII

# DETAILS OF LOCATIONS AVAILABLE IN BSNL PREMISES In Solan SSA (Himachal Pradesh).

# (B): Staff Quarters:

Sr. No.	Name of Compound	Type III staff quarter
1	BADDI , Distt. Solan (HP)	01 No.

#### **SECTION VIII**

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

It is to certify that

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

Dated	(BIDDER)
	(SIGN WITH SEAL)
	ADDRESS:
	PHONE NO's.:
	Mobile No:
	F-MAII

# **SECTION IX**

# STANDARD LEASE AGREEMENT (SLA) FOR RENTING OUT SPACE

	AGREEMENT		THISDAY	OF1W0	thousand	and
			BETWE	EN		
1950 New Tele as " liqui	6 and having its reg Delhi 110001 and com, BA-Solan, Hi B.S.N.L" or "Lessor"	istered of also havir imuda Co " which ex	fice at Bharat Sancl ng inter alia one of it mmercial Complex, pression shall inclu	npany incorporated und nar Bhawan, Harish Cha is field Unit/office at O/o Saproon, Solan(HP) h de its successors, assig meaning shall so requi	andra Mathur General Mar ereinafter ref ns, administra	Lane nager errec
			AND			
succ	her	ein after ministrato	Called "The Less rs, liquidators and re	Address ee's (which expression eceivers ,wherever the o	shall includ	le its
Whe		or has inv EOI Lesse	ited the EOI No eehas be	DLLOWS:Dtfor en short listed for		
and		-	<u>-</u>	ng the singular only also shall wherever require	-	
cont	tained, the Lessor	agrees to	let out and Lesse	ved and of the other re agrees to take on le	ease the pren	nises
fixtu	res and fittings sta	nding and	I being thereon bui	Iding related services (scribed in SCHEDULE A	together wit. external & int	h al
<b>2.</b> T	he lease shall comn	nence/sha	all be deemed to hav	ve been commenced on	the	
here		erm of thre	e year(s) with an or	and shall, sotion to extend the perio		
prer	nises at the rate of	of Rs	per month whi	gross rent in monthly a ich shall be deemed t or other local/state/othe	o be exclusiv	ve of

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 (Corporate bank/Union Bank of India %) plus 4% for the period of delay shall be recovered by BSNL (Lessor). In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The monthly rent is hereby agreed to remain fixed during the period of lease of three years subject to provisions in clause 9.

- **4.** The operation and maintenance charges at the rate of Rs...... per sqm per month with applicable taxes will be charged over and above the monthly rent and it will be proportionately enhanced with respect to enhancement of the rent. The operation and maintenance of the following items (\*) are covered under the said charges:
  - i. Lifts.
  - ii. Diesel generators.
  - iii. Building management systems.
  - iv. Fire fighting systems.
  - v. Any other amenities.

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.

- 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.
- 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. Good & Service Tax (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 Para's 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 1 (One) 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 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 <u>Solan</u> (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), BSNL, Himachal Pradesh Telecom Circle. It will be the term of agreement that either of the parties shall have no objection to any such appointment that the arbitrator so appointed is a BSNL employee and that he had to deal with the matters to which the agreement relates in the course of his duties as BSNL's employee. If the arbitrator so appointed is unable or unwilling to act or neglecting his work or is being transferred or resigns his appointment or vacate his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. The person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The 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.

- 25. In the event of Lessor committing any breach of terms & conditions herein contained and Lessee has not rectified the said breach within 10(Ten) 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 Lessees 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 mense 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 mense profit in case not paid regularly will be adjusted/deducted from the security deposit lodged with the Lessor. The payment of mense 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.

**BSNL** 

## THE SCHEDULE 'A' REFERRED TO ABOVE

The premises include ------ Sq feet open land and a Super built up Area on various floors of Telephone Exchange Building and Administrative buildings as detailed below

along with all rights and privileges of land lord regarding use of corridors, stairs, parking spaces etc.

## **Staff Quarters:**

Sr. No.	Name of Compound	Type –III staf quarter
1	BADDI , Distt. Solan (HP)	1 No.

# THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings: (	Will be intimated at the	e time of finalization of	rent deed
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	1.					
	2.					
	3.					
	4.					
	•					
IN	WITNESS	WHEREC	)F	THE	OFFICIAL	SEAL
					the manner	
mentioned and the						
			ieu ioi alio	u on benan	Of the Lesset	on the day
and year first above	written by					
						(Signature)
						(O.g. actor o)
For and on behalf	of Lessee					
In the presence of v	vitnossos					
in the presence of v						
	1			•••		
	2					
And by	the Lessor in pres	sonce of witness	20			
And by	the Lesson in pres	selice of withes	55			
						(Signature)
	1.					
	2.					
(In case	the Lessee is a (	Company				
	Society Address.					
	on beĥalf of					
Having	authority to sign o	on behalf of the	<b>;</b>			
Lessee.						
	solution date					
	e:- Portions which				off at the time	of filling up
of th	ne Standard Lease	e Agreement (S	SLA) forma	at.		

# SECTION X PRICE SCHEDULE (FINANCIAL BID)

**The General Manager** BSNL, BA Solan.

Dear Sir,

With	reference	to	the	EOI	no
dated	,	I/We,			offer the following
•	take the said	•		f BSNL c	on Rent/lease basis in accordance with the terms and conditions

S. No.	Location & Address	Total Rentable Carpet Area (Sq Feet)	Monthly Lease rent per Square Feet of Carpet area excluding applicable taxes and O&M charges (In Rupees)		Total monthly rent (In Rupees)	Likely usage of the rented space
1	Time III 01 (One) New Stoff minerten et	400	In Figure	In Words		
1	Type- III , 01 (One) Nos. Staff quarter at Baddi, Distt. Nalagarh (HP).	409				

# **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.

#### RESIDENTIAL ACCOMMODATION

#### Annexure B

- a) Eligibility Criteria: Such surplus accommodations can be rented-out to the following applicants)
- a) Serving employee of BSNL for self, family & relatives
- b) Retired employee of BSNL for self and family.
- c) Serving / Retired employee of Do for self and family.
- d) Serving employee of a Public Organisation [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.) ] or a Public Sector Bank for self and family

#### b) Period of Allotment:

- a) The residential accommodation shall be rented for a maximum period of 2 years with a provision of further extensions in stretches of 2 years at the sole discretion of BSNL, subject to total maximum renting period of 10 years in accordance with the Article 144(3) of the Articles of Association of BSNL.
- b) The lock-in-period for occupancy shall be 3 months.
- c) Either party can issue an advance notice of 2 months to vacate the rented accommodation after completion of lock in period.

#### c) Mode of payment of rent-

- (i) In case of a BSNL serving employee, all dues will be recovered from his salary through the concerned drawing officer. The rent shall be recovered from his salary at the end of the month. The employee shall have the option of depositing the total rent for full period of allotment in advance, in which case recovery from salary will not be made.
- (ii) All tenants other than BSNL serving employees shall pay monthly rent in advance by the 5th day of each month.
- (iii) The tenants (in all categories) shall also have the option to deposit advance rent for 3,6 or 12 months at time, in which case they shall be entitled to a rebate of 1.5%, 3% and 6% respectively on the rental amount

#### d) Security Deposit:

- a) No security deposit shall be required from a serving employee of BSNL for one 16 quarter leased under this policy. However, for other quarters, he shall deposit interest free Security Deposit equivalent to three months rent.
- b) All other tenants shall deposit interest free Security Deposit equivalent to three months rent and minimum one month advance rent before taking possession. Such tenants shall also have an option to provide the guarantee of one serving BSNL/DoT employee who is not due for retirement within six months after the allotment period, in which case the Security Deposit can be waived off.
- c) On vacation of rented accommodation by the tenant, security deposit shall be returned after deducting dues, charges, etc., if any. However, if the tenant surrenders the accommodation within the lock-in period, the rent for the lock-in period shall also be recovered from the security deposit.

# e) For locations at Distt. Solan / Sirmour for Class Z Cities

Type of Qtr	Monthly Rent w.e.f in Rs .	01.04.2022
1	2874	
II	3975	
III	6951	

The above rent shall be applicable with effect from the date of implementation of this policy. It shall be increased @2.5% with effect from 01.04.2021. Thereafter, w.e.f. 01.04.2022, it shall be increased @5% per annum.

# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Annexure-B1

# APPLICATION FORM FOR RENTING OF BSNL RESIDENTIAL ACCOMMODATION UNDER SECTION-9 OF CROP-2020 POLICY OF BSNL

Paste a copy of recent identity card Category: [Check whichever is applicable] Type & Location of quarter applied for: size photograph a) Serving employee of BSNL duly attested by unit officer b) Retired employee of BSNL. c) Serving / Retired employee of DoT. d) Serving employee of a Public Organisation **DETAILS OF APPLICANT:** 1. Name of Applicant – Mr. / Mrs. / Ms. 2. Name of Father/Husband -3. Date of Birth of applicant \_\_\_\_\_ 4. Current Residential Address \_\_\_\_ \_\_\_\_Pin Code \_\_\_\_\_ State 5. Phone\_\_\_\_\_\_Mobile Email \_\_\_\_\_ 6. PAN No.\_\_\_\_\_Aadhaar No. 7. Name of Organisation \_\_\_\_\_ 8. Designation of Applicant 9. Full office address \_\_\_\_\_ \_\_\_\_\_State\_ 10. Address of DDO for salary/pension City Pin Code Mobile Email Phone 11. Pay Scale/ pay scale at retirement (Also mention CDA/IDA) 12. Present Pay: (Basic) Rs.\_\_\_\_\_ (DA) Rs. **DETAILS OF RESIDENTIAL ACCOMODATION:** 13. Type of Quarter entitled for: (As per BSNL/DoE norms)\_\_\_\_\_(As per Section-9 of CROP Policy)\_\_\_\_\_ 14. Duration/ Period for which accommodation is required 15. Details of BSNL residential accommodation(s), if any, already in possession of Applicant or his family-DETAILS OF GUARANTOR (BSNL WORKING EMPLOYEE), IF ANY: 16. Name of Guarantor – Mr. / Mrs. / Ms. HR No. Due date of retirement Mobile no. Designation\_\_\_\_\_Office address\_\_\_\_\_ Signature of applicant It is certified that the applicant is a bonafide permanent employee of our organisation and it is recommended to lease the residential accommodation to him/her.

Date: \_\_\_\_\_

(Controlling officer)

# BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

#### **UNDERTAKING BY APPLICANT**

Certified that I will abide by all the terms an d conditions for renting of residential accommodation as mentioned below –

- 1. I will use the accommodation only for myself and my family. I will not sublet the accommodation.
- 2. I understand that the lock-in -period for occupancy shall be 3months and if I surrender the accommodation within the lock-in period, the rent for the lock-in period shall also be recovered from the security deposit. Either party can issue an advance notice of 2 months to vacate the rented accommodation after completion of lock in period.
- 3. In addition to the prescribed rent, Service Charges (as fixed by the concerned CGM), water charges, electricity charges and GST as applicable will also be paid by me. All income tax liabilities and other taxes, if applicable, will be borne by me only. No perquisite tax and rebate in income tax, if any, shall be borne by BSNL.
- 4. I will pay the monthly rent in advance by the 5 <sup>th</sup> day of each month.(In case of a BSNL serving employee, all dues will be recovered from his salary through the concerned drawing officer.) If the rent or any other dues remain unpaid upto 15 days from the due date of payment, an interest at the rate of 12% per annum for the period of delay calculated on day-to-day basis shall be pa id by me. Such interest shall be compounded on a monthly basis.
- 5. I will vacate the accommodation on completion of lease period or on completion of notice period whichever is earlier. Further, if I am transferred from my present post or retire or resign from service, I will immediately inform the allotting authority.
- 6. If I occupy the accommodation beyond the period permitted by BSNL, I shall be liable to pay damages equal to twice the normal rent of such accommodation for the first 4 months of unauthorized occupation and four times the normal rent hereafter. An interest @ 12%per annum (to be compounded monthly) shall also be charged on the due amount. I further agree that this shall be without prejudice to other actions for eviction, disconnection of utility connections, etc. to be taken by the BSNL against me.
- 7. I understand that only minimum maintenance by providing labour connected with water supply, sanitation, etc. will be d one by BSNL. Any repairs including painting and other material replacement has to be borne by me. I also agree that before carrying out any civil or electrical works (not involving any structural change) in the accommodation, I shall have to take permission from the concerned civil/electrical enquiry office of BSNL.
- 8. On vacating, I shall handover the accommodation in the same or better condition as it was handed over to me. If any damage is found, the same shall be rectified at my cost or t he estimated cost of repairs will be recovered from the Security Deposit.
- 9. I shall be bound by all the rule s and regulations which are applicable for allotment of BSNL staff quarters regarding conduct, sharing, water and electricity charges etc. The lease will be liable to be cancelled in case of any misuse or breach of lease/allotment conditions.
- 10. I shall not derive any financial benefit in lieu of this allotment. If at any stage, it is found that I a m deriving any financial benefit, the allotment may be cancelled. In case of BSNL employee, disciplinary action shall be initiated as per extant BSNL Conduct Rules.
- 11. I shall be responsible for all the acts and/ or omissions of my family members/ relative s. Any illegal activity or any nuisance to neighbours may render me ineligible for allotment and may lead to termination of lease at the discretion of CGM, BSNL without prejudice to any other action as deemed fit by BSNL.

Date	Place	