

BRIEF PRESS NOTICE



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

O/o

SPACE AVAILABLE FOR LEASE / RENT (EOI no. _____ * dtd.)

BSNL is having sqm of vacant built up space in its building at for leasing out.
For further details, please log on to web site www.* .bsnl.co.in.

NOT TO BE PUBLISHED

**O/o The
BSNL.....**

(*) NOTE: - All blanks are to be filled up by the officer issuing NIEOI before issue to press.

Scrutiny of the offers received in response to the EOI (at Circle level)

1. Description of vacant space:

- a) Total available super built-up area -
- b) Location indicating the type of building i.e. Technical or administrative –
- c) Whether the land on which the said building is constructed is in the name of DOT or BSNL or others –
- d) Proportionate book value of the portion proposed to be rented out –
- e) Whether the whole building is vacant or some portion of the building is vacant –
- f) Other details about the vacant space and facilities, such as:
 - i. Area with Floor(s) on which the vacant space is available –
 - ii. Whether separate entry is available or not -
 - iii. Lift availability.
 - iv. AC environment availability -
 - v. Power back up availability -
 - vi. Common or separate security -
 - vii. Other salient features of the space -

2. Certification of the vacant space being beyond requirement of BSNL:

Sl. No.	Location of the rented building and its use i.e whether being used for office, technical or CSC etc.	Area of rented space	Rent being paid by BSNL per month	Reason for not shifting this rented building to the proposed vacant area
1.				
2.				

3. Mode of receipt of offers:

i. Whether received in response to EOI - Yes/No

(If the EOI was not called, the reasons for the same be given)

ii. If received through other mode details thereof –

4. Details of the offers received:

Sl. No.	Name of the Organization making the offer	Offered Rent per month	Remarks

5. Whether the bidder is as per the approved list? Yes / No.

6. Rent received vs fair rent:

A) Fair rent assessed by FRAC (FRAC report to be enclosed) -

B) Highest rent offer received -

C) % above/below the fair rent -

7. Whether approval of DOT required before approval –

8. If yes, details of the action taken -

9. Whether Presidential approval required before approval –

10. If yes, details of the action taken -

11. Recommendations of the Standing committee –

12. Competent Authority for approval of the rent case –

13. Observations of the CGM/Circle head –

- a. If the case is within competence of the circle head – Approval or otherwise
- b. If beyond competence of the circle head then the case is to be sent to corporate office with due recommendations

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 110001 and also having inter alia one of its field Unit/office at(hereinafter referred as 'B.S.N.L' or 'Lessor' which expression shall include its successors, assigns, administrators, liquidators and receivers ,wherever the context of meaning shall so require or permit)of the ONE PART

AND

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

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

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

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

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the premises known astogether 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 ofTwo thousand and.....and shall, subject to the terms hereof, continue for a term of three year(s) with an option to extend the period of lease for a further term as set out in Clause 18 hereof.

3. The lessee shall, subject to the terms hereof pay gross rent in monthly arrears for the said premises at the rate of Rs.....per month which shall be deemed to be exclusive of

maintenance and all the taxes payable to municipal or other local/state/other bodies. The rent along with operation & maintenance charge as stipulated in para 4 is payable in advance before 10th of every month failing which the amount with interest at the rate of bank rate (presently *** %) plus 4% for the period of delay shall be recovered by BSNL (Lessor). In the event of the tenancy hereby created, being terminated as provided by these presents, the Lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The monthly rent is hereby agreed to remain fixed during the period of lease of three years subject to provisions in clause 9.

4. The operation and maintenance charges at the rate of Rs...*... per sqm per month with applicable taxes will be charged over and above the monthly rent and it will be proportionately enhanced with respect to enhancement of the rent. The operation and maintenance of the following items (*) are covered under the said charges:

- i. Air conditioning & mechanical ventilation
- ii. Electrical fixtures, fittings, installations, compound lights and pumps.
- iii. Lifts.
- iv. Sub station.
- v. Diesel generators.
- vi. Building management systems.
- vii. Fire fighting systems.
- viii. Water treatment plant.
- ix. Sewerage treatment plant.
- x. Deployment of security for entire campus and common area.
- xi. House keeping for entire campus in common area.
- xii. Any other amenities.

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

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

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

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

5A. That the Lessor shall have right to adjust from security deposit, the mutually agreed sum, which has to be incurred by him on account of Major damages to the building/premises. The major damages, levy, shall be ascertained jointly by lessor & lessee. The lessee shall not be liable to pay normal wear and tear.

6. The said premises shall be deemed to include the fixtures and fittings 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 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 authorised agent.

9. That the Municipal Tax or other local tax levied by local authority and water charges are 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. Service tax at the prescribed rates is to be borne by the LESSEE. It is made absolutely clear, in this deed that it shall be the sole responsibility of the lessee to pay all such charges as stated in paras 9 & 10 to Govt. and /or other Govt. authorities. It is agreed that in case the lesser is required to pay or forced to pay such taxes, charges, the lessor may pay the same and deduct the same from the security deposit, in such events, short fall in any security deposit during the currency of agreement shall be payable by Lessee with the following monthly rent payable, so as to secure deposit of Rs keeps deposited with Lessor throughout the lease period. The lease is subject to the local authority bye laws. The Lessee shall comply with municipal and other charges. If the Govt/local authority objects to lease out the BSNL premises, then the bidder has to vacate the same and BSNL shall not be liable to pay any compensation for the same.

10. That the LESSEE shall pay all charges in respect of electric power, light used in the said premises in accordance with the 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 authorised 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 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 _____ (i.e. Place/ circle where agreement is signed) and Indian Law shall be applicable. However during the pendency of the dispute, "the LESSEE shall not stop payment of rent and other CHARGES if it is in possession of the demise premises and other terms shall also continue to apply."

24. "PROVIDED ALWAYS and it is hereby expressly agreed that if at any time there shall arise any dispute, doubt, difference or question with regard to the interpretation or in respect of the right, duties and liabilities of the parties hereto or in any way touching or arising out of these presents or otherwise in relation to premises then every such dispute, difference, doubt or question (except the decision whereof is herein expressly provided for) shall be referred

for adjudication through arbitration by a sole arbitrator appointed by the Chief General Manager(CGM)/ Telecom Circle Head of BSNL etc. or if there be no CGM, the Executive Director(NB) of BSNL or if there be no ED(NB), the CMD of BSNL. It will be the term of agreement that either of the parties shall have no objection to any such appointment that the arbitrator so appointed is a BSNL employee and that he had to deal with the matters to which the agreement relates in the course of his duties as BSNL's employee. If the arbitrator so appointed is unable or unwilling to act or neglecting his work or is being transferred or resigns his appointment or vacate his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. The person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The provisions of the Indian Arbitration Act 1996 or any statutory modification or re-enactment thereof and rules made there under for the time being in force shall apply to such arbitration and this deed shall be deemed to be submission to arbitration within the meaning of the said Act.

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

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 days, after the same has been brought to their notice by the Lessor, the Lessor shall be at liberty to terminate the agreement by giving one month's notice in writing terminating the lease & upon expiring of such notice Lessee shall stand terminated.

26. Upon the termination or earlier determination of this agreement in the event the Lessee failing to remove the employees/representative, his belonging, furniture & fixtures etc & hand over the vacant and peaceful possession thereof to the Lessor, it is agreed that Lessee shall pay to all Lessor mesne profit of Rs._____ per day in addition to the monthly rent payable, without prejudice to other rightful remedy, from the date of such default. Until such time of the Lessee have removed their articles, belonging, fixture, effects, employee etc. from said premises and handed over peaceful possession of these to the Licensor. The said mesne profit in case not paid regularly will be adjusted/deducted from the security deposit lodged with the Lessor. The payment of mesne profit however does not absolve the lessee to their obligations to vacate 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 any thing 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 holding & indemnified in respect of such liability

28. That the Lessor and their agents, employees shall be entitled to visit & inspect the said premises or any part thereof, at all reasonable times for the purpose of either viewing the conditions of said demised premises or otherwise. The Lessee shall not hinder or obstruct any such visitor from visiting the said premises or any part thereof.

29. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE 'A' REFERRED TO ABOVE

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

- North -
- South -
- East -
- West -

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

THE SCHEDULE 'B' REFERRED TO ABOVE

Details of fixtures and fittings:

- 1.
- 2.
- 3.
- 4.
- .
- .

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

(Signature)

For and on behalf of Lessee

In the presence of witnesses

- 1.
- 2.

And by the lessor in presence of witness

(Signature)

- 1.
- 2.

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

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

Scrutiny of the offers received in response to the EOI (At Corporate Office level)

In continuation to the Scrutiny Performa received from the circle, add this sheet -

14.Recommendations of the CGM based on the recommendations of the standing committee of the circle –

15.Recommendations of the standing committee at corporate level –

16.Observations of the competent authority(ED-NB/CMD) for approval -