

**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**  
CGM(BW) Unit, Corporate Office  
Old Telegraph Office Building, Near GPO,  
Kashmere Gate, Delhi- 110006

Date: 25.08.2020

To  
All CGMs  
BSNL Telecom Circles/ Units

**Subject: Comprehensive Renting-Out Policy (CROP-2020) for renting-out of spareable building space including residential accommodation and other built-up facilities in BSNL**

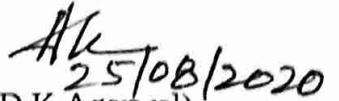
**Ref:** No.501-12/2012-BT dated 17.07.2012

A Policy/Methodology for renting out spare/vacant space in BSNL buildings was issued vide no. 501-12/2012-BT dated 17.07.2012 to convert the idle building assets into performing assets for generating revenue for the company. Also, various policies were issued from time to time for renting out of surplus vacant staff quarters of BSNL.

Now the Management Committee of the Board has accorded approval to implement a Comprehensive Renting-Out Policy (CROP-2020) for renting-out of spareable building space including residential accommodation and other built-up facilities in BSNL, in supersession of the current policies.

This policy shall come into force with immediate effect. All cases of renting of built-up spaces concluded prior to the issue of this policy and all allotment/retention of quarters permitted prior to the issue of this policy shall remain unaffected during their current lease/allotment period by the issue of this policy.

This is issued with the approval of competent authority.

  
25/08/2020  
(D.K. Agarwal)

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**Copy for kind information to:**

1. PPS to CMD, BSNL
2. PPS to all Directors, BSNL Board
3. PPS to CVO, BSNL CO
4. CS & CGM(Legal), BSNL CO
5. All Executive Directors, PGMs, GMs BSNL Corporate office

# **COMPREHENSIVE RENTING-OUT POLICY**

**(CROP-2020)**

**FOR RENTING OUT OF SPAREABLE BUILDING SPACE  
INCLUDING RESIDENTIAL ACCOMMODATION AND OTHER  
BUILT-UP FACILITIES IN BSNL**

## TABLE OF CONTENTS

SECTION	SUBJECT
<b>1</b>	Introduction
<b>2</b>	Built-up spaces that can be rented out
<b>3</b>	Permissible classes of tenants
<b>4</b>	Delegation of financial powers
<b>5</b>	Standing Committees for scrutiny of renting cases
<b>6</b>	Standard Operating Procedure- 6.1 Space Audit / Identification of vacant space: 6.2 Assessment of Fair Rent: 6.3 Approval of Fair Rent: 6.4 Publicity for vacant space: 6.5 Scrutiny and Acceptance of Offer
<b>7</b>	Salient features of lease deed
<b>8</b>	Submission of offer in response to the EoI called by other organization
<b>9</b>	Provisions for renting-out of residential accommodation to Individuals.
<b>10</b>	Retention of residential accommodation beyond the normal permissible period by way of renting.
<b>11</b>	Rent for Residential Accommodation
<b>ANNEXURES</b>	
<b>A1</b>	Draft Expression of Interest (EoI)
<b>A2</b>	Standard Lease Agreement (SLA) for renting-out of built-up spaces. This will also be a part of EoI at Annexure-A1.
<b>A3</b>	Proforma/Checklist for scrutiny of cases by the Standing committee.
<b>B1</b>	Application form for renting-out of residential accommodation to individuals.
<b>B2</b>	Application form for retention of residential accommodation beyond the Normal Permissible Period

## 1. INTRODUCTION

- 1.1. This policy shall be called the “Comprehensive Renting-Out Policy for renting-out of spareable building space including residential accommodation and other built-up facilities in BSNL (‘CROP-2020’ in short).
- 1.2. BSNL owns more than 15,000 lands parcels all over the country having various types of buildings viz administrative office buildings, technical buildings, staff quarters, training centres etc. As a result of continually decreasing employee strength and miniaturization of electronic equipment, vacant/sub-optimally used space is available in these buildings. It is felt desirable to rent/lease out the available vacant built up space with the following purpose in mind-
  - a) To maximize revenue from rent.
  - b) To maintain the building assets of BSNL in view of the fact that vacant buildings are likely to deteriorate much faster as compared to occupied buildings. Further, vacant buildings without any purposeful utilization are a continuous source of expenditure on BSNL.
- 1.3. With the above purposes in mind, BSNL shall identify and carve out vacant space in all its buildings and rent out the same as per the methodology brought out in this policy.
- 1.4. This policy replaces the following earlier policies of Building Works (BW) and Staff Relation (SR) Cell issued from time to time –
  - a) BW Cell Policy/Methodology for renting-out spare/vacant space in BSNL buildings, issued vide no. 501-12/2012-BT dated 17.07.2012 and subsequently modified vide amendments dated 29.05.2013, 17.09.2014, 13.10.2014, 14.01.2015, 11.01.2016, 12.06.2018 and 14.06.2019.
  - b) BW Cell Policy for Installation of ATMs in BSNL premises issued vide no. 482-16/2006-BG dated 23.04.2014.
  - c) BW Cell Policies for utilization of vacant staff quarters issued vide circulars dated 01.09.2011, 10.07.2013, 06.08.2015 and ‘AMRUT’ policy issued on 06.04.2016.
  - d) SR Cell policy for retention of staff quarters beyond the normal permissible period issued vide circular dated 31.10.2011 and BW Cell policy for retention of BSNL residential quarters by BSNL/DoT employee working on Deputation in BSNL issued vide no. BSNL/4/BW/2019 dated 16.09.2019.
- 1.5. **Interpretation:** If any question arises as to the interpretation of any of the provisions of this policy, it shall be referred to the Director (HR), BSNL Board, whose decision thereon shall be final.
- 1.6. **Relaxation:** The CMD BSNL may dispense with or relax the requirements of any of provisions of the policy to such extent and subject to such conditions, as deemed fit in the interest of BSNL. If the policy is silent on any particular point and it is necessary to supplement the provisions under the policy, BW Cell shall issue executive instructions with the approval of CMD BSNL as and when required under this policy.
- 1.7. **Maximum lease period:** The Article 144(3) of the Articles of Association of BSNL requires prior approval of the President to lease/rent spare-able capacity of buildings exceeding ten years period or extension thereof. Therefore, spare-able capacity of buildings shall be rented out for a maximum period of ten years as per delegated power under this policy. The cases where lease period is more than ten years or extension of lease period beyond ten years is required, shall be submitted to BSNL Corporate Office for taking prior approval of the President.

**1.8. Review** – The policy may be reviewed after every two years by the Management based on the experience and feedback from the field units to see that it is appropriate with the changing requirements.

## **2. BUILT-UP SPACES THAT CAN BE RENTED OUT:**

- 2.1.** This policy shall be applicable for renting-out of spare built-up spaces in all types of BSNL buildings viz. Office buildings, Technical buildings, Staff quarters, Training Centres, Hostels, Community Centres, Clubs etc.
- 2.2.** The lands & buildings for which Presidential directives have been issued for their retention with DoT shall not be covered under this policy, till further clarification.
- 2.3.** While deciding vacant space in buildings, the existing/proposed DoT offices and residential accommodation occupied by the TERM cells/ CCA offices shall not be dislocated, unless agreed to by DoT.
- 2.4. Short-term and Part-time renting:** Short-term renting (i.e. renting for a period between half-day to 11 months) and Part-time renting (i.e. renting for particular hours on multiple days) is also allowed in following cases-
- a) Short-term renting is allowed for the hostel rooms in training centres to the students through their academic / educational institutions.
  - b) The vendors, franchisees and other service providers of BSNL can also be allowed to rent space for their office and/or operations under short-term renting, only during the validity of their contract/agreement. It may however be ensured that sufficient security deposit/performance guarantee etc. of such tenants are available to safeguard BSNL's interest.
  - c) Short-term or Part-time renting of Conference Halls, Classrooms, Auditoriums, Parking ground, Built-up ground appurtenant to buildings, Community Centres, Playgrounds, Clubs etc. is allowed for organizing Corporate functions, Academic events, Social functions, Marriage ceremonies, Sports events etc.

BSNL buildings/facilities shall not be given on rent for duration of less than 4 hours. For any use of the space for less than 4 hours, rent for 4 hours shall be charged. The permissible class of tenants for short-term and part-time renting shall be as per section 3.5 of this policy.

- 2.5. Vacant Staff Quarters** – The spare/vacant staff quarters can also be leased out for the use of office purpose but only to Public Organisations as defined in section 3.1(a). The staff quarters can also be leased out to Educational Institutions for use as Students Hostels/facilities. It shall however be ensured that there are sufficient safeguards to cause minimum inconvenience to allottees of other quarters and that the rates for electricity, water, taxes etc. are consistent with the proposed use of quarters and all financial interest of BSNL are protected. Moreover, special provisions for renting of spare/vacant staff quarters to eligible individuals are given in section-9 of this policy.
- 2.6.** In all cases of renting, necessary safeguards shall be taken to ensure the safety, security & smooth working of the BSNL offices, avoidance of inconvenience to the public / residents and adherence to local bye-laws etc., besides taking care of financial interests of BSNL.

### **3. PERMISSIBLE CLASSES OF TENANTS:**

- 3.1.** In order to ensure that BSNL premises are leased out only to the tenants having good reputation and sound financial standing and there is no problem later on relating to realization of rent or vacation of the building, the buildings shall be rented out only to the following classes of organizations:
- a) Public Organizations, which, for the purpose of renting, shall mean –
    - (i) Central/ State Government offices
    - (ii) Central/ State PSUs and their subsidiaries/ joint ventures.
    - (iii) Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
    - (iv) Constitutional bodies, Judicial & Quasi-Judicial bodies and Organisations set up by an Act of Parliament.
  - b) Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
  - c) International bodies, and
  - d) Reputed Private Organisations with annual turnover of not less than Rs. 25 Crores in Delhi / Mumbai / Chennai / Kolkata, Rs.10 Crores in other State/UT Capitals and Rs. 5 Crores in other cities and towns. The Heads of the Circle are empowered to relax the provision of minimum turnover amount by upto 20% for recorded reasons. However, any such relaxation in turnover shall be subject to deposit of 12 months rent equivalent as Performance Guarantee in advance (in addition to the usual security deposit).
- 3.2.** It should be ensured that the leasing of the property is not prejudicial to the interest of BSNL. Notwithstanding the eligibility criteria, the BSNL shall have the right to refuse leasing of property to any client even if otherwise eligible.
- 3.3.** The vacant spaces shall not be rented out to other Telecom Service Providers for their telecom operations, being competitors of BSNL.
- 3.4.** The proposal for renting-out space to International Bodies shall be considered on case to case basis by BSNL Corporate Office. Therefore, all cases related to renting-out vacant space to International Bodies shall be submitted by CGMs to BSNL Corporate Office for approval.
- 3.5.** For short-term or part-time renting (referred in section 2.4), the CGMs are empowered to decide the eligibility criteria for the permitted class of tenants/clients. The rent in such cases shall be recommended by FRAC based on type of event, current market trend in the vicinity for similar facility, the utilities on offer and the physical condition of the facility. The working and retired employees of BSNL/DoT may be given a rebate of 25% on the rental rates for the use of facilities described in section 2.4(c) for self and family only. The payment in such cases shall be made by the concerned employee through cheque or electronic means only. The definition of family shall be as provided in section 9.1.
- 3.6.** The Eligibility of individuals for leasing of Staff Quarters shall be as per section 9.2 and 9.3.

#### 4. DELEGATION OF FINANCIAL POWERS:

4.1. The financial powers to approve the cases of renting-out vacant built up space at various levels in Circles shall be as follows –

- a) SSA/BA Head – Rent amount up to Rs 2 lakhs per month per case.
- b) Circle Head – Rent amount up to Rs 10 lakhs per month per case.

Provided that –

- (i) The rent offer is equal or more than the Fair Rent; and
- (ii) Approval of the Corporate office as per section 3.4 is obtained before renting out space to International Bodies.

4.2. The CGM can also approve rent below the Fair Rent, but the reasons for acceptance must be recorded by the CGM while accepting the case. Such cases be sent to BSNL Corporate office for information.

4.3. The financial powers at Corporate Office level, to approve the cases of renting-out vacant built up space, shall be as follows –

- a) CGM (BW) – Rent amount up to Rs.20 lakhs per month per case.
- b) Dir(HR) – Rent amount up to Rs.40 lakhs per month per case
- c) CMD – Full powers

4.4. For the purpose of application of the above delegated financial powers, the term ‘Rent amount’ is exclusive of applicable taxes and operation & maintenance charges.

4.5. **Expenditure on rented space:** In order to make the vacant space rentable/livable, the CGMs are empowered –

- a) to incur the expenditure upto three months rental revenue to renovate the building / open space provided that lease period is not less than 2 (two) years.
- b) to incur the expenditure more than three month rental with the condition that the tenant organization shall provide the interest free advance and this expenditure shall be adjusted from the monthly rental (in no case more than 50% of monthly rental shall be adjusted). Suitable penalty clause may be inserted in lease agreement in the interest of BSNL that if the tenant vacates the premise before the recovery of the expenditure, the balance amount shall be forfeited and shall not be refunded in any case. Such expenditure by BSNL shall be done with the condition that expenditure is accounted in the calculation of rent by FRAC by considering the case as business case.

Any expenditure under (a) & (b) shall be incurred only after executing the lease agreement (except for short-term or part-time renting).

- c) Further, in case of Short-term/Part-time renting (as per section 2.4), the expenditure (to make the facility rentable) may be incurred by CGMs considering it to be a profitable business case for BSNL presuming the annual revenue potential from the facility. However, such expenditure shall not exceed three months revenue of expected annual revenue from the facility.

4.6. **Permitting rent-free period after leasing:** As an alternative to provision under Para 4.5(a) above, in case of spaces/buildings which are uninhabitable in their present condition, the CGMs are empowered to permit ‘rent-free period’ of up to six months (in tranches in three years) to the tenant for undertaking repair/renovation works at his own cost, subject to following conditions-

- a) The premises shall be handed over in present condition only, after signing of lease deed and submission of Security Deposit. All repairs/renovation works to make the space/building habitable have to be undertaken by tenant at his own cost.
- b) The rent-free period shall be @ 2 months per year of lease period subject to maximum 6 months,i.e.
  - (i) For initial lease period of 1 year, 2 months may be rent free.
  - (ii) For initial lease period of 2 years, 4 months may be rent free.
  - (iii) For initial lease period of 3 years or more, 6 months may be rent free.
- c) No rent for the space shall be charged for the 1<sup>st</sup>, 2<sup>nd</sup>, 13<sup>th</sup>, 14<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> month with effect from handing over of site. However, other charges like electricity, water, service charges, taxes etc., if applicable, shall have to be paid by the lessee. No further rent-free period shall be allowed if the lease is extended after three years.
- d) The Security Deposit shall be forfeited if the tenant vacates the premises before the full period of lease.
- e) The Head of Circle, on the recommendations of the circle level standing committee, shall declare the list of spaces/buildings for which this provision shall be applicable, preferably before the start of each financial year. This provision can also be advertised in EoI along with the names of such buildings to maintain transparency and to attract clients.
- f) No repair/modification involving structural changes shall be allowed to be done by the client in the premises. In case some structural change is felt necessary to put the building to use, the same shall be carried out by the client after obtaining permission from BSNL and under supervision and directions of civil wing of BSNL.
- g) The tenant shall give a self-certification along with details of expenditure incurred for repair work(s).

**4.7. The Head of the Circle shall be empowered –**

- a) to waive off the full or part amount of Security Deposit, Stamp duty charges, lease registration charges, Cost of sub-meter, Municipal Taxes etc as per the modalities & local needs in the interest of BSNL by evaluating the case as business case provided the same has been loaded in the calculation of fair rent.
- b) to exempt the Central / State Governments from depositing the Security Deposit & advance rent if they express unwillingness/ inability to do so.

**5. STANDING COMMITTEES FOR SCRUTINY OF RENTING CASES:**

Standing Committee shall be formed at all the levels to scrutinize the rent proposals and submit its recommendations for approval of the competent authority as per Para 4.1 to 4.3 above.

The composition of these standing committees shall be as under:

**5.1. At Business Area / SSA level**

- |                              |   |          |
|------------------------------|---|----------|
| a) One DGM from Telecom side | - | Chairman |
| b) IFA of the BA             | - | Member   |
| c) EE(C)                     | - | Member   |
| d) One AGM/SDE level officer | - | Convener |



**Note:** Where any of the above designated executive is not available locally, an executive one level below can be nominated by the SSA/BA head.

**5.2. At Circle Level**

- a) CE(Civil) / GM(L&B) / GM(Admn) - Chairman
- b) IFA to the CGM or a GM level officer from finance side nominated by CGM - Member
- c) One GM from SSA/BA concerned. - Member
- d) SE(C) concerned - Convener

**Note:** Where any of the above designated executive is not available locally, an executive one level below can be nominated by the CGM.

**5.3. At Corporate office level [For cases to be approved by CGM(BW)]:**

- a) GM (LM) -Chairman
- b) IFA to CGM -Member
- c) One DGM/AGM level officer - Member & Convener

**5.4. At Corporate office level [For cases to be approved by Dir(HR)]:**

- a) CGM (BW) -Chairman
- b) GM (EF) -Member
- c) GM(LM) -Member
- d) One DGM/AGM level officer -Convener

**5.5. At Corporate office level [For cases to be approved by CMD]:**

- a) Dir(HR) -Chairman
- b) CGM (BW) -Member
- c) GM (EF) -Member
- d) GM(LM) -Member
- e) One DGM/AGM level officer - Convener

**6. STANDARD OPERATING PROCEDURE:**

**6.1. Space Audit / Identification of vacant space:**

- a) Space audit is a collaborative process of maximizing the value, functionality and usability of the optimal space to create additional space for renting. Space audit conducted for identification of vacant space shall be with due regard to the applicable Schedule Of Accommodation (SOA) for office space and area in excess of the prescribed entitlement shall be segregated, building and floor-wise. Space should be effectively and efficiently managed so as to optimize the building usage and saving in the building operational cost. Space vacated after the exercise of space audit shall be segregated and the portion of the building which may fetch more revenue shall be earmarked for renting.
- b) Record of the space audit of important buildings at SSA/BA level shall be examined by the Standing Committee at Circle level (at least one building of every SSA/BA every month till at least 10% of the buildings are covered) to suggest the measures for

enhancing the effectiveness of this process to the Head of the Circle every month. Circle Standing Committee, inter alia, shall see that no built-up space is kept occupied by disposable stores, old furniture etc. All unserviceable stores must be duly disposed off as per guidelines to vacate space for renting. Monthly report shall be submitted by the Circles to BW Unit informing the name of the buildings whose audit report has been examined by the Circle standing committee.

- c) Before declaring any vacant space as “surplus”, the SSAs/Circles will examine and ensure that no other BSNL office which might be running in rented building or in commercially more important areas, can be shifted to this spare space. The BSNL offices working in rented premises shall be shifted to BSNL owned premises having least commercial importance or vacant staff quarter. To get maximum revenue from renting, office space available shall be used for renting out, even if it necessitates shifting BSNL offices to less commercially important places / staff quarters without affecting its functionality.
- d) In case of staff quarters, the number & type of staff quarters to be treated as surplus should be decided judiciously considering various parameters such as -
  - (i) **Waiting list:** There should be no waiting list for similar categories of quarters at the station.
  - (ii) **Period of vacancy:** Some staff quarters in similar categories should have remained unoccupied for last three months at the station (This condition may be relaxed by the head of the Circle judiciously examining sub-para (iii) to avoid loss of revenue by keeping the staff quarter unoccupied only to fulfill the requirement of three months).
  - (iii) **Future requirement:** The requirement of staff quarters for staff likely to join in near future and for the staff posted to tenure stations should be considered before declaring quarter as surplus.

## 6.2. Assessment of Fair Rent:

- a) The fair rent for each rentable building/space shall be got assessed in advance so that immediate quote can be offered when a prospective lessee approaches for renting of space and opportunities are not lost. The assessment of fair rent every year shall preferably be completed before the 1<sup>st</sup> of April and shall remain valid for whole financial year.
  - b) The concerned SSA/BA head will get the rent assessed through a Fair Rent Assessment Committee (FRAC) consisting of the following-
    - (i) Officer in DGM rank - Chairman
    - (ii) IFA of the BA/ CAO nominated by SSA/BA Head - Member
    - (iii) Executive Engineer (Civil) - Member
- Note:** Where any of the above designated executive is not available locally, an executive one level below can be nominated by the SSA/BA head.
- c) The FRAC shall assess the rent according to following two alternate methods –
    - (i) On the basis of recognized principles of valuation; and
    - (ii) On the basis of prevailing market rent.

The rent worked out as per the recognized principles of valuation should include the effect of House/Property tax. It should also account for any additional "Open space"

or other facilities situated outside the Carpet area of any building but within the premises to be rented out, if the rent of the same is not to be charged separately.

The rent based on the prevailing market rates is ascertained by making inquiries in respect of rented properties/spaces in a comparable locality. While comparing the properties, due care should be taken to ascertain whether the properties under assessment and the one considered for comparison are nearly similar in terms of the location, facilities, condition of building, general environment, specifications and other common utilities in the building like lifts, toilets etc., and if the same are not on equal footing, a careful assessment is made for suitable addition or subtraction, as the case may be. In case the market rate differs significantly with the rate calculated through principles of valuation, more weightage should be given to the prevailing market rate and therefore the same shall be assessed very carefully.

After working out the rents according to the two alternate methods as described above, the FRAC shall discuss and arrive at a reasonable rent value, duly considering the effect of all the additional charges and taxes which the tenant may have to bear over and above the basic rent. The reasonable rent so decided shall be intimated in the report of FRAC.

- d) The rent may be calculated either on the basis of 'Built-up area' or the 'carpet area' as per local practice or requirement of the clients. For staff quarters, hostel rooms, classrooms etc., rent can also be calculated on 'per unit' basis.

### **6.3. Approval of Fair Rent:**

- a) The FRAC shall submit its report to SSA/BA Head or the CGM (for the buildings directly under Circle office), who will decide a 'Fair Rent' taking into consideration the recommendations of the FRAC
- b) The 'Fair Rent' so decided for the premises shall be valid for a period of one year or till its revision through another FRAC, whichever is earlier. All efforts shall be made to get the fair rent updated on a yearly basis for all vacant spaces before the end of March.
- c) In cases where 'Fair rent' had been approved by SSA/BA Head but the total monthly rental is beyond the acceptance powers of SSA/BA Head, it shall be mentioned in the offer to client that the rent being offered is subject to the approval of competent authority in BSNL as per the delegation of financial power
- d) In case it is urgent to quote the rental rate to a client but the approved 'Fair rent' is more than a year old, then the last approved 'Fair rent' may be increased @ 5% per annum for quoting.
- e) The Operation and Maintenance (O&M) charges shall be worked out separately, if significant, for the premises to be rented out.

### **6.4. Publicity for vacant space:**

- a) The Circles shall publish the details of rentable space on the website **rent.bsnl.co.in** (or any alternate website approved by Corporate Office) and link of this website will be displayed conspicuously on the Company's website '**bsnl.co.in**' and Circles' website. Complete details of such space on **rent.bsnl.co.in** shall be filled including contact details of authorized official of BSNL and image of the building.
- b) After identification of the space, an Expression of Interest (EoI) containing the details of such space along with plan, area calculations and other features etc., as deemed fit, shall be prepared by the SSA/BA level Standing Committee as per the sample draft

EoI enclosed as Annexure-A1. In case of buildings directly under the control of Circle office, the EoI shall be prepared by the Circle Level Standing committee. The sample Standard Lease Deed (SLA), as enclosed at Annexure-A2 shall form a part of the EoI.

- c) The SSA/BA/Circle Head shall approve the EoI prepared by the SSA/BA Level Standing Committee / Circle Level Standing Committee respectively.
- d) The CGM may allow modification in the conditions of the sample EoI, if required, due to local requirements.
- e) The SSA/BA/Circle office will publish the EoI on the prescribed e-tendering portal, at least once every year, for submission of the offers by the prospective tenants.

The Circle Heads (if found necessary) are also empowered to insert an advertisement in prominent Real Estate Websites like [www.99acres.com](http://www.99acres.com), [www.magicbricks.com](http://www.magicbricks.com), [www.property.sulekha.com](http://www.property.sulekha.com) etc. with a summary of vacant space along with a link to the website on which detailed EoI or the details of vacant space is available.

For local level publicity, advertising for vacant space available on rent may also be done through flex banner placed at entrance gate or other location with high visibility in prominent buildings.

After the call of EOI, if no suitable offer is received for a particular space against the EOI, the subsequent offers for the same space, if received, shall be deemed to be in response to the EoI.

- f) The Circle heads are empowered to relax the condition of calling of EOI or giving advertisements, for renting-out of built-up space to Public Organizations and Scheduled Banks.
- g) The Circle heads are also empowered to explore the possibility of involvement of registered Real Estate Agents, for renting-out vacant space(s) in BSNL premises. In such cases, one month rent as an incentive, shall be paid to Real Estate Agent in four equal instalments from the amount of rent received from the tenant. The services of Real Estate Agent shall not be utilized for renting out of space to Public Organisations as defined in section 3.1(a) and to Public sector banks.

#### **6.5. Scrutiny and acceptance of offers:**

- a) The offers received shall be scrutinized by the SSA/BA level Standing Committee/ Circle Level Standing Committee in the prescribed checklist for detailed scrutiny as per Annexure-A3, and put up to the appropriate authority.
- b) The cases falling within the powers of SSA/BA Head shall be decided by him directly on the recommendations of the committee. The cases falling beyond the financial powers of SSA/BA Head will be forwarded by him to the Chairman of the Circle Level Standing Committee along with his recommendations.
- c) The cases falling within the powers of CGM shall be decided by him directly on the recommendations of the Circle level Standing Committee.
- d) The cases beyond the powers of CGM shall be submitted to the CGM(BW)) unit of Corporate office, along with all details, checklist in Annexure-A3 and recommendation of CGM for decision. Such cases may be -
  - (i) Cases where the rent per month is beyond the financial power of CGM.
  - (ii) Cases for Renting of space to International Bodies.
  - (iii) Cases requiring some relaxation in the eligibility criteria.

- (iv) Cases requiring DoT/ Presidential approval etc.

The cases received in Corporate Office shall be scrutinized by the appropriate standing committee in Corporate Office. The Standing Committee's report shall be submitted directly to the competent authority for approval.

- e) The competent authority for approval of the renting-out space may also authorize the Standing Committee for any type of negotiations, if required and to re-submit its recommendations.
- f) Since, the renting-out cases are revenue generating and the prospective tenants may also not wait for long, the Standing Committee should finalize its recommendations within 15 days of receipt of the cases. In case of delay, reasons for delay should be recorded.

## **7. SALIENT FEATURES OF THE LEASE DEED:**

**7.1.** Normally, the terms and conditions of renting-out of spaces shall be as per Standard Lease Agreement (Annexure-A2). However, the Standing Committee may alter the terms and conditions with the approval of approving authority, after taking into account the local bylaws etc, in consultation with the legal cell of the Circle, before enclosing it with EoI.

**7.2.** The lease agreement should normally contain the following conditions, unless modified with the approval of the Circle Head :-

- a) **Period of Lease:** Normally the lease period shall be of minimum 3 years and the lease agreement shall be got registered with the local authority. The lease may be extended for two more terms of 3 years each. However, the approving authority is empowered to approve the cases having any lease period up to 10 years. In case of lease period less than one year, the decision on registration of lease agreement may be taken by approving authority concerned as per provisions of law in the interest of BSNL.
- b) The rent shall be revised every year and this revision shall be @ 5% per annum of the last rent paid at the time of such revision or 15% at the end of every 3<sup>rd</sup> year at the insistence of Government or Semi-Government organisation.
- c) The stamp duty/lease registration charges shall be borne by the tenant.
- d) The tenant shall deposit interest free Security Deposit equivalent to three months rent and one month advance rent before taking possession.
- e) The Municipal Tax (except House/Property tax) and water charges are to be borne by the bidder 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 bidder.
- f) The bidder shall pay all charges in respect of electric power used in the said premises in accordance with the separate meter/sub-meter 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 bidder.
- g) GST / Applicable taxes are to be borne by the tenant / bidder at the applicable rates.
- h) In order to ensure the structural safety of our building, it is proposed that only minor additions/ alterations and system of low partitions etc. may only be permitted to be

made by the tenants. Major structural changes shall be avoided and in case they are felt necessary, in view of the tenant's specific requirement, the same shall be permitted after assessing the structural suitability and cost implications for the same by the Standing Committee.

- 7.3. CGMs are empowered to negotiate and sign the SLA proposed by tenant organisation (only for Public Organisations/ Banks) if their Terms & Conditions does not match BSNL's SLA conditions. In such case, negotiation may be done to modify/insert suitable Clause(s) in the Lease agreement, keeping in view the standard SLA of BSNL and to protect the interests of BSNL.

## **8. SUBMISSION OF OFFER IN RESPONSE TO THE EOI CALLED BY OTHER ORGANIZATION:**

- 8.1. If BSNL has to quote for leasing out its buildings in response to bids called for by other parties:
- a) Fair rent shall be assessed by the FRAC as defined in SOP (Section-6)
  - b) The Standing Committee shall scrutinize the case and submit its detailed recommendation to the appropriate authority (SSA/BA/Circle Head as the case may be).
  - c) SSA/BA Heads while bidding/tendering for Government/ Public Organisation/ Banks, as defined in Clause 3.1(a) can quote upto 15% discount below FRAC rate considering the market condition and further discount can be given with the approval of CGM.
  - d) The cases beyond the delegated financial powers of CGM shall be sent by the concerned CGM to the Corporate Office i.e. CGM (BW) with the proposed rent and his recommendations.
  - e) These cases shall be processed on top priority to meet the deadlines prescribed in the tender/EOI etc.

## **9. PROVISIONS FOR RENTING OUT OF RESIDENTIAL ACCOMODATION TO INDIVIDUALS:**

This section will replace BW Cell Policies for utilization of vacant staff quarters issued vide circulars dated 01.09.2011, 10.07.2013, 06.08.2015 and 'AMRUT' policy issued on 06.04.2016.

Notwithstanding anything to the contrary contained elsewhere in this policy, the 'surplus' residential accommodations can be rented out to individual persons as per the following provisions-

- 9.1. **Definitions:** Under these provisions, unless the context otherwise requires,
- a) "**allotment**" means the renting of a residential accommodation in accordance with this policy.
  - b) "**allotting authority**" means the authority in BSNL who is empowered to allot residential accommodation at the station.
  - c) "**damages**" means a compensation to be levied in the event of unauthorized occupation or misuse of whole or any part of accommodation by the occupant of the accommodation.
  - d) "**family**" means family defined in BSNL CDA Rules 2006 and any amendment

thereof from time to time.

- e) “**Relatives**” means all other relatives of the employee not covered under the term ‘family members’.
- f) “**Surplus accommodation**” means the residential accommodation declared as “Surplus” in accordance with per Para 6.1(d) of this policy.

**9.2. 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 DoT for self and family.
- d) Serving employee of a Public Organisation [as defined in Para 3.1(a)] or a Public Sector Bank for self and family.

**9.3. Entitlement for Type and number of Accommodation:**

- a) For a BSNL serving employee, any number of surplus residential accommodations can be rented-out anywhere irrespective of his place of posting, as per following entitlement:

<b>Grade of BSNL serving employee</b>	<b>Types of residential accommodations that can be given on rent</b>
Up to E-2A grade	Any type upto Type-III
E-3 to E-8 grade	Any type upto Type-V
E-9 and above grade	Any type

Provided that the total rent of allotted accommodation(s) to a BSNL serving employee shall not be exceeded 40% of the basic pay plus DA of the employee. However, if the total rent for full period of allotment is paid in advance for any accommodation, then the rent of that accommodation shall not be included in the 40% limit.

- b) For all other eligible applicants, a single residential accommodation of any Type upto one step above the entitlement of the applicant can be rented-out, provided that in case of a retired employee, the rent of allotted accommodation shall not exceed 40% of his pension.

**9.4. 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.

**9.5. Application for renting of Residential Accommodation:**

- a) The applicant shall submit an application for renting of residential accommodation as per the enclosed format (Annexure-B1).

- b) For a serving employee of BSNL/ DoT/ Public Organisation/ Public Sector Bank, the application shall be duly recommended by the Controlling Officer of employee and submitted to the allotting authority.
- c) The retired employees of BSNL/DoT shall submit the application directly to the allotting authority.
- d) If a tenant desires to continue in the same accommodation after completion of current period of lease, he shall have to apply afresh for re-allotment in the extant category at least two months before the expiry of lease. If he is listed in fresh allotment, the rent will be again decided at the rates applicable at the time of re-allotment.
- e) The cases for renting of residential accommodation to individuals need not go through the standing committee and the allotting authority can directly allot the residential accommodation through the usual channel for allotment of staff quarters to BSNL employees.

#### **9.6. Rent and other charges:**

- a) The rent for the residential accommodation shall be as specified in Section-11 of this policy.
- b) If an employee who is drawing HRA from BSNL takes an accommodation on lease under this Policy at his place of posting, then the lease rent shall be maximum of –
  - (i) Rent as per Section 11
  - (ii) HRA drawn + License Fee (if accommodation is as per his entitlement)
  - (iii) HRA drawn + 3 times License fee (if accommodation is higher than his entitlement).

This is in view of the guiding principle that HRA is a compensatory allowance given by an employer towards the rental accommodation expenses when the government is unable to provide suitable accommodation to its employee and it should not be source of profit while availing the accommodation provided by the employer.

However, an employee is allowed to take a quarter on lease of any Type below his entitlement at his station of posting without affecting his HRA.

- c) After leasing of a residential accommodation, the applicable rent shall be enhanced @ 5% per annum with effect from 1<sup>st</sup> April each year.

#### **d) 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 5<sup>th</sup> 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.

#### **9.7. Security Deposit :**

- a) No security deposit shall be required from a serving employee of BSNL for one



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.

#### **9.8. Unauthorized Occupation and Damages:**

- a) Unauthorized Occupation of accommodation:
  - (i) If the accommodation is not vacated by the last day of lease period, it will be deemed to be under unauthorized occupation of the tenant from the next day after the expiry of lease period.
  - (ii) If a tenant, who was eligible as per Para 9.2 & 9.3 at the time of allotment, becomes ineligible at any later date, he shall immediately inform the allotting authority and vacate the accommodation within 2 months thereof, failing which it will be deemed to be under 'unauthorized occupation' from the date of expiry of two month period.
  - (iii) 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 charged. Such interest shall be compounded on a monthly basis. If the rent or any other dues still remain unpaid upto 45 days from the due date of payment, the accommodation will be deemed to be under unauthorized occupation of the tenant from the original due date of payment. In such case, the competent authority in BSNL shall issue the eviction notice and the accommodation shall be got vacated before expiry of 3 months from the due date of payment.
- b) In all cases of 'unauthorized occupation' of accommodation, the tenant shall be liable to pay damages per month at the following rates-
  - (i) Twice the normal rent of such accommodation for the first 4 months of unauthorized occupation.
  - (ii) Four times the normal rent of such accommodation thereafter.

Interest @ 12% per annum (to be compounded monthly) shall also be charged on the due amount. This shall be without prejudice to other actions for eviction, disconnection of utility connections, etc. to be taken by the BSNL.
- c) Any amount remaining due even after adjusting security deposit shall be recovered from salary of the tenant/ Guarantor of the tenant or from the tenant through all available means including legal actions.

#### **9.9. Maintenance of accommodation**

- a) Only minimum maintenance by providing labour connected with water supply, sanitation, etc. will be done by BSNL. Any material replacement has to be borne by the tenant himself/herself. All repairs including painting etc. shall be got done by

tenant and BSNL shall not bear any cost whatsoever for repair to these accommodations.

- b) No repair/modification involving structural changes shall be allowed in the accommodation. If the tenant wants to carry out any civil or electrical works (not involving any structural change) in his accommodation, he shall have to take prior permission from the concerned civil/electrical enquiry office. However, no permission will be required for carrying out whitewashing/painting or routine carpentry/plumbing/electrical repair.
- c) On vacating, the tenant shall handover the accommodation in the same or better condition as it was handed over to him. If any damage is found, the same shall be rectified at his cost or the estimated cost of repairs will be recovered from the Security Deposit.

#### **9.10. Other terms and conditions:**

- a) Lease agreement with all tenants shall be signed under this policy. All charges for executing lease agreement shall be borne by the tenant.
- b) The necessary safeguards shall be provided in the allotment letter to prevent unlawful use of such rented-out accommodations and non-payment of statutory dues like rent, electricity, water bill, common service charges, maintenance etc.
- c) No sub-letting of rented-out accommodation shall be allowed. The tenants shall be bound by all the Rules 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 any misuse or breach of lease/allotment conditions comes to notice of BSNL.
- d) The tenant shall not derive any financial benefit in lieu of this allotment. If at any stage, it is found that tenant is deriving any financial benefit, the allotment shall be cancelled and two month's notice shall be issued to vacate the accommodation. In case of BSNL employee, disciplinary action shall be initiated as per extant BSNL Conduct Rules. However, reimbursement of rent to a BSNL employee by his relatives shall not be considered as financial benefit.
- e) The tenant to whom such vacant accommodation is rented, shall be responsible for all the acts and/ or omissions of his family members/ relatives. Any illegal activity or any nuisance to neighbours may render him ineligible for allotment and may lead to termination of lease at the discretion of CGM, without prejudice to any other action as deemed fit by BSNL.

#### **9.11. Expenditure on initial repairs to make accommodations livable**

- a) CGMs can incur expenditure on minimum maintenance/ minor repairs necessitated before allotment to make the accommodation livable. The expenditure which can be incurred on such works shall be limited to 3 months rental amount received as deposit.
- b) In case expenditure of more than 3 months of rental value is required for making a accommodation livable, the case may be submitted to BW unit in BSNL Corporate Office with recommendations of Circle head. The proposal should include the estimates for repairs, expenditure done on the accommodation in previous years, probability of renting-out after repairs and all other such details necessary to make out a profitable business case for BSNL.

**9.12. Permitting rent-free period after leasing:** As an alternative to provisions of Para 9.11(a) above, in case of residential accommodation which is uninhabitable in its present

condition, the CGMs are empowered to permit 'rent-free period' in accordance with Para 4.6 of this policy.

## **10. RETENTION OF RESIDENTIAL ACCOMMODATION BEYOND THE NORMAL PERMISSIBLE PERIOD BY WAY OF RENTING.**

### **10.1. Applicability of this Section:**

- a) If a serving BSNL employee has been allotted a staff quarter under normal allotment Rules, then in case of events such as transfer, deputation, retirement, death etc. he is allowed to retain the quarter for a certain period, called the normal permissible period. The duration of normal permissible period, the fees/charges and the terms & conditions thereof are governed by the corresponding Rules followed by the Directorate of Estates, Govt. of India and/or any other instructions issued by BSNL in this regard.

This section pertains to retention of a quarter **beyond** the "Normal Permissible Period" and will replace the corresponding provisions contained in SR Cell policy no. BSNL/6-1/SR/2011(i) dated 31.10.2011. (In the said SR Cell policy, the Circle heads were delegated powers to allow retention "beyond normal permissible period" i.e. for "Extended Period" at stations where sufficient staff quarters are vacant to meet the foreseeable requirement and there is no waitlist.)

- b) Further, this Section shall only be applicable for retention of a staff quarter allotted under normal Allotment Rules and not under the various policies earlier issued by BSNL for allotment of 'surplus staff quarters'.

### **10.2. Eligibility Criteria and procedure:-**

- a) If an allottee or his family (in case of death of allottee) desires to retain a staff quarter beyond the "Normal Permissible Period", he shall apply to the Circle Head in Proforma placed at Annexure-B2. The Circle heads are empowered to rent it out to him under this policy, provided there is no waiting list at the station. Moreover, in case of a deceased allottee, the extended retention period shall be allowed only if the deceased allottee or any member of his family does not own a house at the place of occupation of accommodation.

- b) The cases/requests for retention shall be decided by the Circle head, who may be assisted by a High Power Committee to be constituted at Circle Headquarters and may consist of the following –

- |   |            |
|---|------------|
| • PGM/Sr. GM                              | – Chairman |
| • GM (concerned with quarter allotment)   | – Member   |
| • Circle IFA or a DGM(F) nominated by him | – Member   |

The concerned cell in the Circle office, handling cases of quarters will coordinate/provide necessary support to the committee.

### **10.3. Period of retention-**

- a) The accommodation can be retained on rent for a maximum period of 6 months at a stretch, subject to a total of maximum two years beyond the "Normal Permissible Period".
- b) Either party can issue an advance notice of 2 months to vacate the rented accommodation.

#### **10.4.Unauthorized Occupation and Damages:**

- a) If the accommodation is not vacated by the last day of extended retention period, it will be deemed to be under unauthorized occupation of the tenant from the next day after the expiry of extended retention period.
- b) 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 charged. Such interest shall be compounded on a monthly basis. If the rent or any other dues still remain unpaid upto 45 days from the due date of payment, the accommodation will be deemed to be under unauthorized occupation of the tenant from the original due date of payment. In such case, the competent authority in BSNL shall issue the eviction notice and the accommodation shall be got vacated before expiry of 3 months from the due date of payment.
- c) In cases where permission for further retention of staff quarter is not granted and the occupant of the quarter continues beyond the permitted period, the entire period after the last date of permitted period shall be treated as unauthorized.
- d) In all cases of 'unauthorized occupation' of accommodation, the tenant shall be liable to pay damages per month at the following rates-
  - (i) Twice the normal rent of such accommodation for the first 4 months of unauthorized occupation.
  - (ii) Four times the normal rent of such accommodation thereafter.Interest @ 12% per annum (to be compounded monthly) shall also be charged on the due amount. This shall be without prejudice to other actions for eviction, disconnection of utility connections, etc. to be taken by the BSNL.

#### **10.5.Other terms and conditions-**

- a) The rent and other charges shall be as specified in Section-11 of this policy.
- b) No security deposit is required to be deposited for retention of quarters.
- c) Only minimum maintenance by providing labour connected with water supply, sanitation, etc. will be done by BSNL. Any material replacement has to be borne by the tenant himself/herself. All repairs including painting etc. shall be got done by tenant and BSNL shall not bear any cost whatsoever for repair to these accommodations. On vacating, the tenant shall handover the accommodation in the same or better condition as it was handed over to him..
- d) The necessary safeguards shall be provided in the permission letter for retention to prevent unlawful use of such retained accommodation and non-payment of statutory dues like electricity, water bill and rental, maintenance etc.
- e) Status of availability of staff quarters will be reviewed every month. In case, the situation/status of vacant quarters changes and quarters are required by the eligible employees, then the quarter may be got vacated after giving due notice of two months to the allottee. This condition shall be mentioned in the order allowing retention of the quarter.
- f) On transfer, if the accommodation at old station is retained, then HRA is admissible only for 8 months at the new station. Thereafter, the employee is not eligible for grant of HRA at the new station. In case the employee is allotted quarter at the new station in addition to retention of quarter at the old station, then the employee shall pay HRA + licence fee + departmental charges for the accommodation allotted at the new place

of posting. In addition, the employee will pay the prescribed rent and other charges for the accommodation retained at the old place of posting.

- g) Government of India has issued separate instructions on “Post-Attached/Earmarked Quarters”. Any provision under this policy will apply on Post-Attached Quarters only as long as it is not in contravention to such instructions on this category of quarters.
- h) In case of transfer of an allottee to other organization, if BSNL has an MoU for staff quarters with that organisation, the retention beyond the normal permissible period can also be decided under the T&C’s of such MoU.

## 11. RENT FOR RESIDENTIAL ACCOMMODATION

11.1. The monthly lease rent to be charged from individuals for various types of residential accommodation shall be as under –

### a) For Delhi and Mumbai

Type of Quarter	Rent in Rupees per month
I	8607
II	11561
III	19765
IV	27322
IV(S)	31627
V-A & V-B	38521
VI-A	49359
VI-B	55680

### b) For locations other than Delhi & Mumbai

Type of Quarter	Rent in Rupees per month		
	Class Z Cities	Class Y Cities	Class X cities
I	2670	5190	7710
II	3694	7078	10462
III	6459	12449	18438
IV	8917	17195	25472
IV(S)	10200	19720	29240
V-A & V-B	13801	23398	34462
VI-A	15752	29944	44136
VI-B	18038	34206	50374

- c) In case of Bungalows (i.e. stand-alone houses), a premium as given below, shall be charged over the rent prescribed in Section 11.1(a) & (b) –

For 'X' cities (including Delhi & Mumbai)	Rent shall be charged 25% extra over and above the prescribed rent in Section 11.1(a) & (b)
For 'Y' cities	Rent shall be charged 20% extra over and above the prescribed rent in Section 11.1(b)
For 'Z' cities	Rent shall be charged 15% extra over and above the prescribed rent in Section 11.1(b)

- 11.2.** 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.
- 11.3.** In some colonies, there may be substantial variation between rental rates specified in Section-11.1 and the prevailing market rent due to various factors such as Premium/Non-premium location of colony, condition of staff quarters, demand-supply position, amenities available etc. In such cases, the Circle Head may alternatively decide the lease rent through FRAC as per procedure detailed in Para 6.2 and 6.3 of this policy. However, the decided lease rent shall not be lower than 90% of that indicated in the relevant table provided under Section-11.1 above.
- 11.4.** In addition to the above lease rent, Service Charges (for housekeeping, street lighting, pump operation, horticulture etc. as fixed by the concerned CGM), water charges, electricity charges and GST as applicable will also be paid by the tenant. License fee shall not be charged separately.
- 11.5.** All income tax liabilities and other taxes, if applicable, will be borne by the tenant only. No perquisite tax and rebate in income tax, if any, shall be borne by BSNL.
- 11.6.** The Classification of Cities X, Y, Z shall be as per Ministry of Finance, Department of Expenditure OM No. 2/5/2014-E.II(B) dated 21<sup>st</sup> July 2015 read with up-to-date amendments.

**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**



EXPRESSION OF INTEREST FOR LEASING OUT OF BUILT UP SPACE IN BSNL BUILDING  
AT \_\_\_\_\_

Issued to: \_\_\_\_\_

Signature of Officer issuing the documents: \_\_\_\_\_

Designation: \_\_\_\_\_

Date of issue: \_\_\_\_\_

This document consists of -----pages

O/o \_\_\_\_\_  
BSNL, \_\_\_\_\_  
\_\_\_\_\_

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

EOI No:-

Dated:

**NOTICE INVITING EXPRESSION OF INTEREST**

1. Sealed Expression of Interest (hereinafter called EOI) for leasing out of built up space on rent in \_\_\_\_\_, is hereby invited in two bid system in the prescribed Performa by the O/o \_\_\_\_\_ BSNL \_\_\_\_\_ up to 1500 hrs on the date mentioned below.
2. The following organizations are eligible to submit their bids:
  - a) Public Organizations, which, for the purpose of renting, shall mean –
    - (i) Central/ State Government offices
    - (ii) Central/ State PSUs and their subsidiaries/ joint ventures.
    - (iii) Autonomous bodies/ Boards/ Councils/ Commissions/ Statutory bodies/ Regulatory bodies etc. running with the budgetary support of Government or controlled by the Government or set-up by a Government Act/Executive order.
    - (iv) Constitutional bodies, Judicial & Quasi-Judicial bodies and Organisations set up by an Act of Parliament.
  - b) Scheduled Banks, both Governments owned as well as Private, except the Co-operative Banks.
  - c) International bodies, and
  - d) Reputed Private Organisations with annual turnover of not less than Rs. 25 Crores in Delhi / Mumbai / Chennai / Kolkata, Rs.10 Crores in other State/UT Capitals and Rs. 5 Crores in other cities and towns.*(Strike out which ever is not applicable)*

**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 Performa of the EOI can be had from the aforesaid office from 11:00 hrs to 16:00 hrs on all the working days, up to penultimate day of the last date of submission of the EOI.
4. The bid form can also be downloaded from the website \_\_\_\_\_
5. Details for obtaining bid forms, receipt and opening thereof shall be as follows:-

SN	Stage	Date and Time
a	Last date for receipt of application for issue of bid form	*
b	Last date for issue of bid form	*
c	Date of pre-bid conference, if any	*
d	Last date and time for receipt of sealed bids	UP TO 15:00 Hrs on *
e	Time and date for opening of technical & financial Bid	At 15:30 hrs on *

(\*) – To be filled by the officer calling EOI.



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 thereof should be produced on demand at the time of opening of the Bid.
9. The bid in which any of the prescribed conditions are not fulfilled is liable to be summarily rejected.
10. Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the Consultant who resorts to canvassing shall be liable to rejection.
11. BSNL does not bind itself to accept the highest or any other bid, and reserves itself the right to reject any or all the bids without assigning any reasons.
12. No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.
13. The bid forms shall not be issued by post/courier. Further, Bids shall not be received by post/courier/fax.

\_\_\_\_\_  
**BSNL**\_\_\_\_\_  
\_\_\_\_\_

**GUIDELINES TO BIDDERS**

**1. DEFINITIONS**

- a) The **Contract** means the documents forming the EOI document and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the bidder, together with the documents referred to therein including these conditions and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- b) The **Site or Area** shall mean the vacant space or any area which is to be given on rent.
- c) The **BIDDER** shall mean eligible organization bidding for the space to be taken on rent under the contract and shall include the legal personal representative or such individual or the persons representing such eligible organizations.
- d) The **BSNL** shall mean Bharat Sanchar Nigam Limited (A Government of India Enterprise) having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur lane, Janpath, New Delhi-110001 and shall include their legal representatives, employees and permitted assigns.
- e) The **Engineer-in-Charge** or **E-in-C** means the Officer who shall be in-charge of the building and who shall sign the agreement on behalf of the Bharat Sanchar Nigam Ltd.
- f) **Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns, who invite EOI on behalf of BSNL.
- g) The **Arbitrator** means the authority nominated by Chief General Manager (CGM) for arbitration.
- h) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

**2. SCOPE OF TENDER**

- a) BSNL intends to lease out the built-up space in the building on rent basis to the organizations as mentioned in para '2' of Section-I. Tentative requisite details of the vacant space are available at SECTION VII. The likely usage for which the said built up space may be put to use is for office purpose, IT & ITES related work, training institutes etc. However, the Bidder is required to actually visit the site and its locality to gather all the requisite information for quoting his rates.
- b) Preferably, the initial leasing period will be three years with provision for extension up to 9 years with escalation in rent after every three years provided that such escalation shall be with 15% increase in rent (i.e. @ 5% per annum) of the last rent paid at the time of such revision.
- c) The Bidder shall sign lease agreement for the built up space within 1 month of the acceptance of his bid.

**3. DECLARATIONS**

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

**4. BID / EOI DOCUMENTS**

The appraisal requirements, bidding procedures and contract terms and conditions are prescribed in the EOI Documents. The Bid / EOI documents include the following:

- |                                       |             |
|---------------------------------------|-------------|
| (a) Notice Inviting EOI               | Section I   |
| (b) Guidelines to Bidders             | Section II  |
| (c) Commercial Conditions of Contract | Section III |

(d) Declaration	Section IV
(e) Bid Forwarding letter	Section V
(f) Letter of authorization to attend bid opening	Section VI
(g) Details of Locations	Section VII
(h) Proforma for Declaration for downloaded EOI document	Section VIII
(i) Standard Lease Agreement	Section IX
(j) Price Schedule (Financial Bid)	Section X

The Bidder is expected to examine all instructions, forms, terms and conditions in the EOI Documents. Failure to furnish any information required as per the EOI Documents or incomplete submission of the bids document in any respect shall be at the bidder's risk and may result in rejection of the bid.

## **5. MISCELLANEOUS**

- a. The Bidder must use only the prescribed Proforma for the bid document issued by BSNL or downloaded from the website \_\_\_\_\_ in the same form in A4 size paper.
- b. Submission of the bid by a Bidder would imply that the Bidder has carefully read and agreed to the terms and conditions contained in the bid document.
- c. No conditional bid including conditional rebate/enhancement shall be accepted. Conditional bid will be liable to be summarily rejected.
- d. The bid shall remain open for acceptance for a period of 120 (One hundred and twenty) days from the date of submission of the bids, which may be extended, if required, by mutual agreement and the Bidder shall not cancel, alter terms and conditions or withdraw the offer during this period.
- e. This bid document shall form a part of the contract agreement.
- f. Canvassing in any form whether directly or indirectly, in connection with the bid is strictly prohibited. Bid submitted by the Bidder, who is found to be canvassing, will be liable to rejection.
- g. BSNL does not bind itself to accept the highest bid. Further, BSNL also reserve to itself the right to reject any or all the bids without assigning any reason.
- h. If the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised date will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- i. Any clarification issued by Bharat Sanchar Nigam Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- 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:-
- i. The third envelope (sealed) superscribed thereon “EOI for leasing out built up space on rent \_\_\_\_\_” should contain the following two envelopes.
  - ii. 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 & attested copies of the documents/ testimonials/certificates meeting the eligibility conditions.
  - iii. The second envelope (sealed) superscribed thereon “Financial Bid’ should contain financial bid in the prescribed 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.
- “O/o \_\_\_\_\_ BSNL \_\_\_\_\_”
- 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 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 Organisations – A statement on the letter head of the department / company giving details about their organization.

- B. For international bodies - A statement on the letter head of the company giving details about their affiliation with UN or any other international organization.
  - C. For reputed private organizations – Certificate of incorporation, Income tax returns along with balance sheets duly authenticated by the CA for the last three years.
- 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 of Plinth area/Carpet area or per unit basis (as asked for in Financial Bid) per month for the location applied for, listed in the Price schedule and the unit prices indicated shall be exclusive of taxes and operational & maintenance(O&M) charges in the performa given in SECTION X.

**9. SECURITY DEPOSIT**

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

**10. EVALUATION OF BIDS:**

The evaluation and comparison of bids shall be based on the rentals offered in the Price Schedules in Section 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 (presently \*\*\*) plus 4% for the period of delay. Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the bidder.

**3. FORCE MAJEURE**

- i. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 10 days, either party may, at its option, terminate the contract.
- ii. Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to transfer the work and the funds from the bidder to any other Bank to be appointed by the BSNL, without any financial implications being imposed by the original bidder on BSNL arising out of such transfer.

**4. TERMINATION FOR DEFAULT**

The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part,

- a) If the bidder fails to meet its contractual obligations within the time period (s) specified in the lease agreement, or any extension thereof granted by the BSNL pursuant to clause 12, Section II; and
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.
- c) In the event the BSNL terminates the contract in whole or in part, the BSNL may proceed, upon such terms and in such manner as it deems appropriate.

**5. TERMINATION FOR INSOLVENCY**

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

**6. ARBITRATION**

Except as otherwise provided elsewhere in this EoI, in the event of any disputes, controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to

amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the CGM, \_\_\_\_\_ 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 \_\_\_\_\_

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

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

**SECTION IV**  
**DECLARATION**

**To,**

**The** \_\_\_\_\_

**BSNL** \_\_\_\_\_

Sub : Submission of EOI for leasing out built up space in the Building at \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

I/We have read and examined the EOI document, terms and Conditions thereof and other documents and Rules referred to in the EOI document and all other contents in the EOI document for leasing out the built up space.

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

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

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

**Signature of the Bidder**

**Seal of Bidder**

Place:

Date:



**SECTION - V**  
**BID FORWARDING LETTER**

EOI No. \_\_\_\_\_ Date \_\_\_\_\_

The .....

Bharat Sanchar Nigam Limited

BSNL .....

Dear Sir,

1. Having examined the conditions of EOI document and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid to take BSNL premises on lease in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to occupy the space immediately as per terms of the Bid Document.
3. We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Letter of Intent of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the highest or any bid, you may receive.

Dated this \_\_\_\_ day of \_\_\_\_ 20\_\_

Name and Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorised to sign the bid for and on behalf of \_\_\_\_\_

witness \_\_\_\_\_

Address \_\_\_\_\_

Signature

**SECTION VI**  
**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before bid opening)

The \_\_\_\_\_

Bharat Sanchar Nigam Limited,

BSNL \_\_\_\_\_

Subject: Authorisation for attending bid opening on \_\_\_\_\_ (date)  
in the EOI of \_\_\_\_\_.

Following persons are hereby authorised to attend the bid opening for the EOI mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference Name Specimen Signatures

I.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid  
Documents on behalf of the bidder.

Note :

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not recovered.

**SECTION –VII**

**DETAILS OF LOCATIONS AVAILABLE IN BSNL PREMISES AT \_\_\_\_\_  
(PLACE) \_\_\_\_\_(DISTRICT) OF \_\_\_\_\_CIRCLE**

<b>Sl. No.</b>	<b>Name of the District</b>	<b>Name of the city/Town/Village</b>	<b>Name of the Building with complete Address</b>	<b>Area available for renting</b>

Detailed attributes of vacant space:

- A. Super built up area with Floor(s) on which the vacant space is available.
- B. Whether separate entry is available or not.
- C. Lift availability.
- D. AC environment availability.
- E. Power back up availability.
- F. Common or separate security.
- G. Other salient features of the space.

**Note: For all vacant spaces mentioned in above table, separate detailed attributes of each area shall be given. Circle may improve the above format to bring out the details more clearly.**

**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 .....

**SECTION IX**

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

**(As per Annexure-A2)**

**SECTION X**  
**PRICE SCHEDULE**  
**FINANCIAL BID**

To  
The \_\_\_\_\_  
BSNL \_\_\_\_\_

Sir,

With reference to the EOI no. \_\_\_\_\_ dated \_\_\_\_\_, we, \_\_\_\_\_  
I/We offer the following price to take the said premises of BSNL on lease basis in accordance  
with the terms and conditions mentioned therein, as under:

Sl. No	Location & Address	Total Super built-up area (SqM)	Monthly Lease rent per Square Meter of Plinth area/Carpet Area** excluding applicable taxes and O&M charges (In Rupees)	Total monthly rent (In Rupees)	Likely usage of the rented space
1.	...*...	...*..			
2	...*.....	...*...			

\* To be filled by the officer inviting EOI.

\*\* - Strike off whichever is not applicable

Yours Faithfully

Signature of the Authorised Signatory of the Bidder with seal

- i. Amount to be mentioned clearly in Indian form of international numerals.
- ii. No corrections/alterations are permitted while mentioning the amount.
- iii. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.

**Annexure-A2 of 'CROP-2020' Policy**

**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 'BSNL' or 'Lessor' which expression shall include its successors, assigns, administrators, liquidators and receivers ,wherever the context of meaning shall so require or permit) of the ONE PART

**AND**

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

**WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-**

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

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

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the premises known as ..... together with all fixtures and fittings standing and being thereon building related services (external & internal called "THE SAID PREMISES") more particularly described in SCHEDULE A.
2. The lease shall commence/shall be deemed to have been commenced on the..... Day of ..... Two thousand and ..... and shall, subject to the terms hereof, continue for a term of three year(s) with an option to extend the period of lease for a further term as set out in Clause 18 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs. .... per month which shall be deemed to be exclusive of maintenance and all the taxes payable to municipal or other local/state/other bodies (except Property/House Tax). The rent along with operation & maintenance charge as stipulated in para 4 is payable in advance before 10<sup>th</sup> 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. Housekeeping for entire campus in common area.
  - xii. Any other amenities.

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

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

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

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

**5(A).**

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

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



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

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

18. If the Lessee shall be desirous of extending the lease of the said premises after the expiration of the term hereby granted, it will give a notice in writing to the Lessor not less than one month before the expiration of the term hereby granted to the Lessor. Thereupon the Lessor may renew the lease for a further period of three years in accordance with the covenants, agreements and conditions as in the present agreement including the present covenant for renewal provided that such revision shall be with 15% increase in rent (i.e. @ 5% per annum) 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. 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 \_ \_ \_ \_ \_ (New Delhi or Circle/SSA HQ, as the case may be)

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

**24(A)**

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

- 25. In the event of Lessee committing any breach of terms & conditions herein contained and Lessee has not rectified the said breach within ..... days, after the same has been brought to their notice by the Lessor, the Lessor shall be at liberty to terminate the agreement by giving one month's notice in writing terminating the lease & upon expiring of such notice Lessee shall stand terminated.
- 26. Upon the termination or earlier determination of this agreement, in the event of the Lessee failing to remove the employees/representative, his belonging, furniture & fixtures etc & hand over the vacant and peaceful possession thereof to the Lessor, it is agreed that Lessee shall pay to all Lessor mesne profit of Rs. \_\_\_\_\_ per day in addition to the monthly rent payable, without prejudice to other rightful remedy, from the date of such default until such time of the Lessee have removed their articles, belonging, fixture, effects, employee etc. from said premises and handed over peaceful possession of these to the Licensor. The said mesne profit in case not paid regularly will be adjusted / deducted from the security deposit lodged with the Lessor. The payment of mesne profit however does not absolve the Lessee to their obligations to 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 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 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 ..... Sqm on ..... floor of the building known as ... in the city of ... situated on plot/and bearing Survey Nos. .... with boundaries of the compound described herein below:

North -

South -

East -

West -

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

**THE SCHEDULE 'B' REFERRED TO ABOVE**

Details of fixtures and fittings:

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

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

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.

**Annexure –A3 of ‘CROP-2020’ Policy**

**Scrutiny of the offers received in response to the EOI**

**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

(All cases sent to Corporate Office shall be with due recommendations of the Circle Head based on the recommendations of the standing committee and with concurrence of circle IFA)

**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**

**Category:** [Check whichever is applicable]

- a) Serving employee of BSNL
- b) Retired employee of BSNL.
- c) Serving / Retired employee of DoT.
- d) Serving employee of a Public Organisation

**Type & Location of quarter applied for:**

\_\_\_\_\_

\_\_\_\_\_

Paste a copy of  
recent identity card  
size photograph  
duly attested by  
unit officer

**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 \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_
5. Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_
6. PAN No. \_\_\_\_\_ Aadhaar No. \_\_\_\_\_
7. Name of Organisation \_\_\_\_\_
8. Designation of Applicant \_\_\_\_\_
9. Full office address \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_
10. Address of DDO for salary/pension \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_  
Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_
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.

(Controlling officer)

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

Place: \_\_\_\_\_

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**UNDERTAKING BY APPLICANT**

Certified that I will abide by all the terms and 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 3 months 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 paid 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 thereafter. 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 done 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 the estimated cost of repairs will be recovered from the Security Deposit.
9. I shall be bound by all the rules 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 am 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/ relatives. 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.

Name & Signature of applicant

Date \_\_\_\_\_  
Place \_\_\_\_\_



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

Annexure-B2

**APPLICATION FORM FOR RETENTION OF BSNL RESIDENTIAL ACCOMMODATION BY  
WAY OF RENTING UNDER SECTION-10 OF CROP-2020 POLICY OF BSNL**

**DETAILS OF ALLOTTEE:**

1. Name of Allottee – Mr. / Mrs. / Ms. \_\_\_\_\_
2. Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_
3. Name of Parent Department \_\_\_\_\_ 4. Staff No./HR No. \_\_\_\_\_
5. Name of Present Organisation \_\_\_\_\_
6. Designation: \_\_\_\_\_
7. Complete office address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_
8. Address of DDO for salary/pension \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_  
Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_
9. Pay Scale/ pay scale at retirement (Also mention CDA/IDA) \_\_\_\_\_
10. Present Pay: (Basic) Rs. \_\_\_\_\_ (DA) Rs. \_\_\_\_\_

**DETAILS FOR RETENTION:**

11. Type & Address of quarter allotted \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Pin Code \_\_\_\_\_
12. Event due to which allotment period ceased: (eg. *Transfer, Retirement, Death etc.*) \_\_\_\_\_
13. Date of Event \_\_\_\_\_ 14. Normal Retention Period ( \_\_\_ months) i.e. \_\_\_\_\_ to \_\_\_\_\_
15. Last possible date considering maximum period of 2 years beyond Normal Retention period \_\_\_\_\_
16. Details of previous retentions allowed beyond Normal Retention period:
  - (a) Retention from \_\_\_\_\_ to \_\_\_\_\_ allowed vide order \_\_\_\_\_
  - (b) Retention from \_\_\_\_\_ to \_\_\_\_\_ allowed vide order \_\_\_\_\_
  - (c) Retention from \_\_\_\_\_ to \_\_\_\_\_ allowed vide order \_\_\_\_\_
17. Period for which accommodation is to be retained now: From \_\_\_\_\_ to \_\_\_\_\_
18. Is the present accommodation a post attached quarter? \_\_\_\_\_
19. Reasons for which further retention of quarter is being requested: \_\_\_\_\_  
\_\_\_\_\_
20. Details of any other residential accommodation provided by Govt/BSNL to allottee or his family: \_\_\_\_\_  
\_\_\_\_\_
21. Does the allottee or his family own any house in the city where quarter retention is sought: \_\_\_\_\_

I hereby declare that the information furnished by me at Para 1 to 21 above are correct to the best of my knowledge and that if any information is found incorrect, I am liable to be charged damage rates as demanded by BSNL, besides any other disciplinary action which the Department may deem fit.

I also undertake that if my above request for retention of quarter is not approved for whatever reasons, I will pay damage rent as decided by BSNL. I also undertake to accept the retention of quarter at the rent decided by BSNL.

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

Place: \_\_\_\_\_

Signature of the allottee  
Name and Designation of the allottee

# **BHARAT SANCHAR NIGAM LIMITED**

## **(A Govt. of India Enterprise)**

### **UNDERTAKING BY APPLICANT**

Certified that I will abide by all the terms and 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 BSNL can issue an advance notice of 2 months to vacate the rented accommodation anytime during the period of lease.
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 paid 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 thereafter. 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 done 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 the estimated cost of repairs will be recovered from my Salary/Security Deposit/Dues, if any.
9. I shall be bound by all the rules 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 am 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/ relatives. 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.

Name & Signature of applicant

Date \_\_\_\_\_

Place \_\_\_\_\_