

TERMS AND CONDITIONS FOR LETTING OUT LIC PREMISES AT BHUBANESWAR W.R.T. TENDER FOR

**APPROX.5000 SQ.FT. VACANT SPACE IN SECOND FLOOR OF BR-1 CUM INVESTMENT
BUILDING,SURYNAGAR, BHUBANESWAR, ODISHA.**

1. Who can participate:
 - a. Government Organizations
 - b. Subsidiaries of G.I.C., Nationalized Banks and other public sector undertakings.
 - c. Other Scheduled Banks /Financial institutions.

2. The premises are to be leased initially for a term of either 3 years or 5 years, depending on the circumstances existing. We may agree for 3 spells of 3 years duration or 2 spells of 5 years duration at a time. When the duration of the lease is 9 (3+3+3) years the escalation @25%(minimum) after 3 years and when the duration of lease is 10 (5+5) years the escalation @35%(minimum) after 5 years. Depending upon the requirement of the lessee, lease for the period 1,2,4,5,7,8, etc. can also be entered into subject to escalation clause as above.

3.
 - a. Government tenants/ licensees are to be treated on par with other commercial organizations and market rent is to be charged.

 - b. In case of alteration in the premises One Time Compensation for alterations, should be levied.
 - c. The charges for sweeping of common areas, making arrangements for security etc. will be collected separately where this job has not been taken over by Licensees' Association. Payment for using parking place will, of course, be over and above lease rent.
 - d. For additional facilities like installation of Dish antenna, V-sat, cable installation, D.G. set etc extra monthly charges should be charged, subject to feasibility report for installation as above from Engineering Department.
 - e. Electric meter connection for the premises let out should be in the name of the tenant for which NOC should be given. Generally, a separate water meter and electricity meter be fixed for each tenant so as to enable the tenant to get the bills directly for payment. Wherever it is not done so, the electrical and water charges should be collected on adhoc basis every month regularly and adjustment should be made subsequently.
 - e. For putting up signboard, the lessee should obtain the required permission.
 - f. Painting of premises after possession of the premises should be at lessees cost. Any alteration in the layout of the premises should be at lessees cost.

- g. Goods Service Tax as per the prevailing rate will have to be borne by the lessee.
- l. What is to be collected from tenants/ licensees should be split into three parts (a) Basic Rent, (b) Municipal, Water and Other Taxes, and (c) All Other Maintenance Charges. The basic rent will be revised periodically depending upon the market situation. However, maintenance cost, municipal taxes, water charges, etc. would be passed on to the tenants/ licensees on actual basis. Any upward revision in such expenses as and when takes place, will have to be borne by the tenant/ licensee.
- h. Roof top access will be restricted.
- i. Existing office premises consist of Ductable grilled A.C. units and false ceiling may be used by tenants.

4 .While it is our endeavor to realize the market rates of rent it should be attempted in a phased manner wherever the gap is very wide. Equity and uniformity of approach is to be adopted for all tenants. So that no charge of inequity or arbitrariness can be leveled against our decisions.

5. If the monthly lease rent charged in respect of any accommodation exclusive of water, electricity and service charges and municipal and other taxes, is more than the limit of the financial powers of the Zonal Manager the lease shall be subject to the prior approval of Central Office.

6. Interested participants may examine the premises before bidding for which they can contact in the phone/mobile number and e mail in official advertisement.

7. No accommodation shall be allotted to a person who is or has been an employee (except Senior Business Associates) of the Corporation or its subsidiary or who is a near relation of such employee. The Managing Director may however relax the provision in suitable cases

8. Where Senior Divisional Manager (I/C) is unable to accept the recommendations of the Committee, he shall record in writing the reasons for disagreeing with such recommendation and proceed to make allotment at his discretion.

9. The Senior Divisional Manager (I/C) may, for reasons to be recorded in writing, withhold or cancel any allotment made to any person.

10. Whenever new tenancies are finalized, the exact measurements of the area with sketch to be prepared and the photograph of the premises also to be taken and preserved.

11. The Committee selected by Sr. Divisional Manager, while considering the applications, take into account the status and reputation of the applicant and his capacity and willingness to pay the rent regularly and keep the premises in good condition. The Committee shall, for this purpose, call for and examine the profit and loss account and

balance sheet and any other statement it may consider necessary for the preceding 3 years. It has to be ensured that the antecedents of tenants are verified to guard against the misuse of our premises for antisocial or antinational activities.

12. Preference may be given to those who may be prepared to offer financial security or a bank guarantee for regular payment of rent (advance rent).

13. Allotment shall be made to the party who is prepared to pay the highest rent irrespective of area for allotment.

14. Tender may be by single bid, two bid systems (Financial, technical) or both. Tender schedule as per in official advertisement. Tender will be opened on last day of submission at 4 pm.

15 . If the party chosen for letting out our premises does not accept our terms and pay for the allotment with in fifteen days, the accommodation shall be offered to the immediate next applicant on the list thereafter, after due intimation to the first applicant about cancellation of his/ her application due non-compliance with our requirements.

16. Premises may be handed over to the party only after the execution of lease deed in our **Standard Lease Deed only (Appendix-G21)** and payment of Advance Rent. The lease so executed has to be stamped and registered as per the provisions of the Stamp Act of the respective State Government before handing over the possession. The terms and conditions of the lease deed cannot be enforced in a Court of Law unless it is properly executed. Therefore, we would insist on execution of lease deed both at the commencement of the lease as also at the time of its renewal. All expenditure connected with execution and registration of lease deed are to be borne by the lessees only. However, in a few cases where lessees have represented for sharing the stamp duty and registration charges, we may agree to do so but sharing should not exceed 50% of the total cost. The same benefit can be allowed at the time of renewal where it is not possible to make the leases bear the entire expenditure.

17. Renewal of lease has to be taken up well before the expiry of the original lease term, say before 6 months, so that we will have sufficient time to persuade the lessees to execute the lease in time. If the lessee is not positive in their approach we may issue a notice for vacation of premises on completion of lease period and start looking for better tenants.

18. The rent of premises will be given as is where is basis in present condition. Modification if any will be made in consultation with our technical staffs/Engineering Department.

19. All disputes will be within Bhubaneswar jurisdiction only.

20. Minimum area for single applicant for which tender is floated: 1250 to 1500 sq.ft. and maximum area will be about 5000 sq.ft.

I/we have gone through the above points and agree to abide by the terms and conditions of LIC of India.

Place:

Dated:

Signature of the applicant.

(Office seal)