



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

**PREMISES REQUIRED ON LEASE OR LEAVE & LICENSE BASIS
FOR VARIOUS LOCATIONS ACROSS INDIA**

टेंडर सं. / Tender No.	400/2020/1482/BYO/Premises
टेंडर जारी करने की तिथि / Tender Issue Date	20/05/2019
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	14/06/2019

Issued by:

महाप्रबन्धक, परिसर विभाग भारतीय लघु उद्योग विकास बैंक स्वावलंबन भवन, सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पू.), मुम्बई - 400051	General Manager, Premises Vertical Small Industries Development Bank of India Swavlamban Bhavan, C-11, 'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051
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1. Critical Information

SNo. क्र.सं.	Events / कार्यक्रम	Date/ तिथि	Time/ समय
1	Pre Bid meeting / पूर्व-बोली बैठक - To be held at respective location only.	June 03, 2019 (Monday)	1100 hrs
2	Last date for submission of bids/ बोली जमा करने की अंतिम तिथि	June 14, 2019 (Friday)	1500 hrs
3	Date & Time of Opening of Technical bid/ तकनीकी बोली खोलने की तिथि व समय	June 14, 2019 (Friday)	1530 hrs
4	Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय	To be intimated to shortlisted bidders at a later date / शॉर्टलिस्ट किए गए बोलीदाताओं को बाद में सूचित किया जायेगा	
5	Address for Bid Submission/ बोली जमा और पूर्व-बोली बैठक करने का पता At respective locations as given in Annexure -I of the RfP.		
6	Bid Validity/ बोली के वैद्यता	4 months from the tender issue date/ टेंडर जारी करने की तिथि से 4 months तक	
7	Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण As per Annexure -I of the RfP.		

2. Introduction and Disclaimers

2.1. Purpose of RfP/Tender

2.1.1. Small Industries Development Bank of India (SIDBI), hereinafter referred to as 'Bank', invites offers/proposals for premises on lease or leave & license basis for Commercial / Office use for various SIDBI locations.

The details of location wise requirements are given in [Annexure -I](#) of the RfP.

2.1.2. The premises should have all facilities including adequate power load, water supply, parking space, space for keeping generator and radio frequency antenna on roof top and good frontage.

2.1.3. The entire space should be in **one single floor on the Ground floor**. Premises should be ready for possession / occupation.

2.1.4. **Offers for Premises, except for Premises at Chandigarh Regional Office, other than Ground Floor will be summarily rejected.**

2.1.5. The selection process would be two bid system i.e., Technical and Commercial. Refer **Section 5 - "Evaluation and Shortlisting of Bidder"** of RfP for selection process.

2.1.6. SIDBI reserves the right to accept or reject any or all offers without assigning any reasons, therefore.

2.1.7. **Brokers will not be entertained, and no brokerage will be paid.**

2.2. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

2.3. Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to;

the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

2.4. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

2.5. Errors and Omissions

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document.

2.6. Acceptance of Terms

A Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms of this RfP including Introduction and Disclaimer.

2.7. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

3. Requirement Details

The details of requirement are given as under:

S.No.	Parameters	Points
1	Desired location and Carpet Area	<p>a) Location wise requirement of carpet area given in Annexure -I of this RfP.</p> <p>b) Area of the premises should be clearly mentioned as Carpet area as per IS code 3861-2002 which shall be measured jointly by the Bank and the bidder / lessee. Area of Toilet(s) provided inside the premises will be added to the above area. Common toilets provided outside the premises will not be added.</p>
2	Covered/ Open Parking Space	Preferably as per the Annexure -I of this RfP.
3	Amenities	24 hours water facility, generator power back-up, electricity, etc.
4	Possession	The premises offered should be Ready for possession / occupation, within 15 days from the date of Letter of Intent (LOI).
5	Statutory requirements and Approvals	<p>a) Premises should be duly complete in all respects with required Occupancy Certificate and other Statutory approvals of local civic authority.</p> <p>b) The successful bidder/lessor should arrange to obtain the municipal license/ NOC/ approval for Banking activities in the premises, if required.</p>
6	Stamp duty / registration charges	To be shared in the ratio of 50:50.
7	Fitment Period	15 days rent free fitment period from the date of Letter of Intent (LOI). Meanwhile, landlord can also do the Basic Furnishing, etc. as indicated in S.No.14 of this Table.
8	Age of the Building	<p>a) Should not be more than 20 years old</p> <p>b) The same may be relaxable upto another 10 years i.e. 30 years (age of the building from date of</p>

S.No.	Parameters	Points
		<p>occupation) subject to submission of structural stability certificate.</p> <p>c) For locations at Chandigarh, Kolkata, Lucknow and Varanasi in Annexure-I, relaxation upto another 30 years i.e. upto 50 years (age of the building from date of occupation) shall be permitted subject to submission of structural stability certificate. Bank will also ascertain its suitability for use.</p>
9	Title	The successful Bidder should have clear and absolute title to the premises. For this Bank shall obtain legal title investigation report from a SIDBI empaneled advocate, which shall be reimbursed by the successful bidder.
10	Access	Premises should have an independent/direct access from road and not through some other establishment. Premises should have 24x7 free access.
11	Space for Others	Space required for installation and running of the generator, provision of installation of AC Outdoors Units, Bank's Signage at front & side fascia, Earth stations, Radio frequency Antenna at roof top (4X4 feet), etc., will also have to be provided within the compound by the bidders/lessor to the Bank at no extra cost to the Bank.
12	Power Load	The required additional electrical power load, if required by SIDBI, will have to be arranged by the bidder/lessor at his/her cost from the State Electricity Board or any other private electricity company in that area etc. and NOC.
13	Furnishing	<p>a) Basic furnishing, as per S.N.14 of this table, shall be carried out by the owner/landlord.</p> <p>b) If there is any existing interior, Bank will see its suitability. However, if Bank feels existing interiors not suitable for Bank, the landlord should be ready/ agreeable to dismantle the existing interiors at his own cost and handover the premises with basic</p>

S.No.	Parameters	Points
		<p>furnishing after carrying out necessary works as indicated below in S.N. 14 of this table.</p> <p>No extra rent would be paid by the bank towards using existing interiors by the Bank.</p>
14	<p>Basic Furnishing (To be carried out by the owner / landlord)</p>	<p>a) Basic furnishing shall generally include plastic emulsion paint to internal walls, exterior paint, flooring, windows with safety grill (preferably glazed lockable windows preferably of Aluminum or UPVC with security M.S. grills), Rolling shutter/ collapsible grill door, toughened glass door at entry, ramp with S.S (grade 304) railing for disabled/old people Toilets with all accessories and doors, sufficient no. of fans, electrical / power points, LED lights as per requirement of the Bank at their own cost.</p> <p>b) In case the condition of the flooring is not good, the same shall be replaced with double charged vitrified tile flooring of Nitco/ Kajaria/ Johnson / equivalent make, having a cost of atleast Rs.70/- per sq.ft. as basic price.</p> <p>c) Toilet(s) provided should consist of one corner wash basin and one European WC.</p> <p>d) The inner walls could be finished with wall care putty (brands: Birla, Altek, etc.). The walls should be painted with atleast two coats of premium interior plastic emulsion paint of reputed brands like Asian / Berger / Nerolac etc. All wood/M.S are to be painted with two coats of Enamel paint. The shade/colour would be approved by Bank. Ceiling to be painted with white color. The front elevation and all external walls of the premises to be painted with APEX- ULTIMA.</p> <p>e) Interior works like loose furniture, dry wall partition system, cubicles, and cabins false ceiling, Air-conditioning, signage's compactors for storage or</p>

S.No.	Parameters	Points
		any other need based necessary civil or electrical work will be done by the Bank at its own cost as per requirement.

4. Instruction to Bidders

The Bidders are expected to examine all instructions, Annexures, terms and specifications/parameters in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

4.1. Amendment to the bidding document

- 4.1.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 4.1.2. Bidders are advised to visit Bank's website regularly till the date of submission.
- 4.1.3. The amendment will be posted on Banks website (www.sidbi.in) and CPP portal (<http://eprocure.gov.in>) only.
- 4.1.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 4.1.5. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.

4.2. Period of Validity of Bids

- 4.2.1. Prices and other terms offered by Bidders must be firm for an acceptance period as mentioned in "Critical Information" Section from date of closure of this RfP.
- 4.2.2. In exceptional circumstances, the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- 4.2.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.3. Late Bids

Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

4.4. Bid Currency

Bids should be quoted in Indian Rupee only.

4.5. Deadline for submission of Bids

- 4.5.1. The bids must be received by the Bank at **RESPECTIVE LOCATIONS** specified in **Annexure -I** not later than the date specified in **“Critical Information”** section.
- 4.5.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 4.5.3. The Bank may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.6. Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

4.7. Canvassing

Canvassing in any form will disqualify the tenderer.

4.8. Documents to be submitted

- 4.8.1. Bidders are required to submit their responses non-window sealed envelopes as detailed below:

S.N.	Bid Contents	Annexure
A.	Envelope 1- TECHNICAL BID	
1	No. of Copies : <i>One Hard Copy</i>	
2	Cover Label: “Technical Bid - Requirement of Premises on lease or leave basis for _____”. (please write respective location, name of the city / town in the blank above)	
3	Cover Contents:	
	(i) Complete bid document duly signed by landlord / owner .	
	(ii) Bid Forwarding Letter	Annexure -II
	(iii) Technical Bid duly signed and with copies of relevant documents attached.	Annexure -III
C.	Envelope 2- PRICE BID	
1	No. of Copies: <i>One Hard Copy</i>	

S.N.	Bid Contents	Annexure
2	Cover Label: "Price Bid - Requirement of Premises on lease or leave basis for _____". (please write respective location, name of the city / town in the blank above)	
3	Cover Contents: (i) Price Bid	Annexure -IV

4.8.2. All the two individual sealed envelopes should be kept in one large envelop (outer cover) and superscribed "**Requirement of Premises on lease or leave basis for _____**".

(please write respective location, name of the city / town in the blank above)

4.8.3. All columns of the Bid documents must duly filled-in and no column should be left blank.

4.8.4. All pages of the Bid documents shall be signed by the authorized signatory of the bidder / tenderer. Any overwriting or use of white ink shall be duly initialed by the tenderer. SIDBI reserves the right to reject the incomplete tenders.

4.8.5. Faxed copies of any submission are not acceptable and will be rejected by the Bank.

4.8.6. Responses should be concise and to the point. Submission of irrelevant documents must be avoided. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

4.8.7. If the envelop(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

4.8.8. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Minimum Eligibility / Technical Bid covers will make bid liable for rejection.

5. Evaluation and Shortlisting of bidder

- 5.1. The shortlisting of bidder is based on two bid system i.e., Technical and Price bid.
- 5.2. The Technical Bid will be opened on the date and time as given in “**Critical Information Section**” or extended date, if any, in the presence of Bidders at the respective offices, who choose to be present at address given at **Annexure -I**.
- All Bidders are advised in their own interest to be present on that date at the specified time.**
- 5.3. After basic scrutiny, short listed bidders will be informed by the SIDBI for arranging site inspection of the offered premises.
- 5.4. During evaluation of Bids, the Bank, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Courier/Fax/e-Mail), and no change in the price of substance of the Bid shall be sought, offered or permitted.
- 5.5. All the premises will be visited by the committee to verify the suitability and the premises will be awarded marks based on following criteria

S.N	Criteria	Max Marks
1	Location/ Prominence	15
	i. On main road junction: 15	
	ii. On main road: 10	
	iii. Inner side from Main road: 5	
2	Surroundings of the premises	10
	i. Adequate natural light and ventilation: 10 ii. In-adequate natural light and ventilation: 00	
3	Frontage/elevation	15
	i. >= 40 feet = 15	
	ii. >= 30 feet = 07 iii. >= 20 feet = 05	
4	Age of the Building	10
	i. New :10	
	ii. 1- 5 years old: 8	
	iii. 5-10 years old: 6	
	iv. 10-15 years old: 4 v. 15-20 years old: 2	

S.N	Criteria	Max Marks
5	Readiness to occupy	20
	i. Immediately: 20	
	ii. Within 7 days: 15	
	iii. Within 15 days: 10	
	iv. Above 15 days to 30 days: 5	
6	Parking	10
	i. Covered parking: 10	
	ii. Open parking: 5	
7	Government Authorities approval for the premises	10
8	Ambience, convenience and suitability of premises as assessed by Premises Selection Committee	10
9	Total Marks	100

- 5.6. Bidders / premises securing score of 70 marks and above shall be technically qualified and those who score less than 70 marks will be rejected. The technical score finalized by the banks Committee will be final.
- 5.7. Price bids of only Technically shortlisted bidders shall be opened on a pre-informed date and time. The final shortlisting of the bidder would be based on least cost quoted i.e., L1.
- 5.8. Bank would issue the Letter of Intent to the successful bidder i.e. the L1 bidder.
- 5.9. The successful bidder has to execute the lease deed within 15 days from date of Issue of LOI.

6. Terms and Conditions

6.1. Billing and Payment

- 6.1.1. **Rent should be inclusive of all present and future taxes whatsoever, municipal charges, society charges, maintenance. However, GST shall be paid extra, at applicable rate and manner.**
- 6.1.2. The landlord will be required to bill the concerned Branch in-charge, SIDBI every month for the Rent due to them indicating the GST component, if applicable, also in the bill separately.
- 6.1.3. Income Tax and other statutory clearances shall be obtained by the lessors at their own cost as and when required.
- 6.1.4. TDS and any other tax/es, as applicable, will be deducted at source while paying the rent. All taxes shall be borne by the lessee.
- 6.1.5. All payments to the landlord shall be made by the Bank electronically through RTGS/NEFT. In case of any change in Account details, it is landlord's responsibility to inform
- 6.1.6. Electricity charges will be borne by the Bank, but water supply should be maintained by the Landlord / owner within the rent.

6.2. Lease Agreement

The successful Bidder will have to execute the lease deed within 15 days of issue of Letter of Intent (Lol) as per draft lease deed given at **Annexure - IV** of this RfP.

6.3. Lease Period

The initial period of lease will be 5 years and will be further renewed for 5 years (viz. total lease period 10 years).

6.4. Interest free Deposit

Interest free security deposit payable by SIDBI (maximum equivalent to three months' rent shall be paid by the Bank). **This deposit shall be paid on the date of handing over of the premises after completion of basic furnishing.**

6.5. Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

- 6.5.1. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- 6.5.2. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- 6.5.3. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- 6.5.4. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 6.5.5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process
- 6.5.6. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.6. **Compliance with Statutory and Regulatory Provisions**

It shall be the sole responsibility of the bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract. The Owner / Landlord shall keep SIDBI indemnified of any violation of any statutory / regulatory provision(s).

Annexure -II

Bid Forwarding Letter

The Deputy General Manager / Asst. General Manager,
Small Industries Development Bank of India,

_____ ,

_____ ,

- Pin: _____

Dear Sir,

**Requirement of Premises on Lease or Leave & License Basis
for _____ (Name of Location)**

I / We, the undersigned, offer to submit our bid in response and accordance with your tender No. 400/2020/1482/BYO/Premises dated 20/05/2019. Having examined the tender /RfP document, including all Annexures carefully, we are hereby submitting our proposal along with all the requisite documents as desired by the Bank.

1. I / We undertake to modify the premises in accordance with the specifications as mentioned in the tender / RfP. In case, it is found at any stage after the premises is take on lease by the Bank that any of the above work has not been executed by me, I undertake that the same may be carried out by the Bank at my cost.
2. I / We agree to abide by all the terms and conditions as mentioned herein the tender document / RfP.
3. If our Bid for this RFP/tender is accepted, we undertake to enter into and execute, when called upon by the Bank to do so, a Lease Agreement as per format given in **Annexure - IV**. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
4. The Bank is not bound to accept the lowest or any bid received and may reject all or any bid without assigning any reason thereof.

We remain,

Yours sincerely,

Date
Place

Signature of Owner/s _____
Name of the Owner/s _____
Phone & E-mail: _____

Annexure -III

Technical Bid

(To be submitted in a separate Non-Window Sealed Envelope)

With reference to your advertisement in the local dailies dated _____, | /
we hereby offer the premises owned by us for housing your -----**(Name of Branch)** on lease basis or leave & license basis:

A	General Information:	
1	Name of the Landlord	
2	Mobile No.	
3	Location of premises offered	
4	Floor of the premises offered, (only Ground floor premises will be considered)	
5	Name of the building	
6	Door No.	
7	Name of the street	
8	Name of the city	
9	Pin code	
B	Technical information:	
1	Building - Load bearing or Frame structure	
2	Type of building -Residential/ Institutional/ Industrial	
3	No. of floors	
4	Age of the Building from date of issue of Occupancy Certificate	
C	Status of premises:	
1	Building ready for occupation - Yes / No	
2	If No, how much time will be required for occupation	
3	Carpet area, including Toilets (Area of Toilets inside the offered premises)	Sq.mts.

D	Amenities available:	
1	Electrical power supply - Yes / No	
2	Running water supply - Yes / No	
3	Whether plans are approved by the local authorities - Yes / No	
4	Whether NOC from the department for commercial/office use of the premises obtained - Yes / No	
5	Whether occupation certificate has been received - Yes / No	
6	Whether direct access is available from the main road - Yes / No	
7	Whether captive power supply is available - Yes / No	
8	Whether space on roof top for installation of Radio Frequency equipment antennal of height 9M from the roof top with base size of 4x4 feet, for the banks connectivity will be provided - Yes / No.	
9	Mention the list of any other amenities which are provided	
10	Interest free security deposit payable by SIDBI (maximum equivalent to three months rent shall be paid by the Bank). (Agreed / Not Agreed)	
11	Availability of toilets inside the premises. Please indicated - Yes / No	
E.	Documents to be submitted along with Bid:	
1	Copy of Approval Plan enclosed. - Yes / No	
2	Location Map enclosed - Yes / No	
3	Copy of property document - Yes / No	
4	Photo of the premises - Yes / No	
5	NOC from local authority for commercial/office use - Yes / No.	
F.	Additional Information	

1	Any additional information, which the bidder would like to furnish.	
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I/We have carefully studied the above terms and conditions and accordingly submit our offer and will abide by the said terms and conditions in case our offer of premises is accepted.

Date
Place

Signature of Owner/s
Name of the Owner/s
Phone & E-mail:

Annexure -III

PRICE BID

(To be submitted in a separate non-window sealed envelope)

With reference to your advertisement in the _____ dated ___/___/2019 and having studied and understood all terms and conditions stipulated in the newspapers advertisement and in the technical bid, I / We offer the premises owned by us for housing your branch/office at -----**(please write respective town/city)**

1. General Information:

Location: _____ **<Name of Location>**

1	Name of the Building	
2	Door No.	
3	Name of the street	
4	Name of the city	
5	Pin code	
6	Floor Offered	
7	i. Name of the Landlord ii. Address iii. Name of the contact Person iv. Mobile Number v. Email address	

2. Rent:

Carpet Area (*) (Sq.ft.) plus area of toilet(s)	Rent (**) per Sq. ft. per month (Rs.)	Total rent per month of floor area (Rs.)
(a)	(b)	(c) = (a)X(b)

1. **(*)** Carpet Area shall be the area worked out as **per IS code 3861-2002** which excludes areas of the following: Verandah, Corridors/ passages, entrance hall / Porch, Staircase and Stair cover (mumty), Bathroom/ lavatory, Kitchen & pantry,

store, canteen, AC duct & Plant room and Shaft for sanitary /water supply/ garbage chute/ electrical & firefighting/ AC /telecommunication /lift etc. However, area of Toilet(s) inside the premises will be included.

2. (***) Rent should be inclusive of all present and future taxes whatsoever, municipal charges, society charges, maintenance. However, GST shall be paid extra, at applicable rate and manner. Further, income tax and other taxes, as applicable, will be deducted at source while paying the rentals per month. All taxes shall be borne by us.

Declaration

We have carefully studied the above terms and conditions and accordingly submit our offer and will abide by the said terms and conditions in case our offer of premises is accepted.

Date
Place

Signature of Owner/s
Name of the Owner/s
Phone & E-mail:

Annexure -IV

Lease Agreement Format

This agreement made at _____ on this-----day of -----
----2019 at _____.

Between

Shri ----- S/o Shri -----(hereinafter referred to as the 'Lessor' which expression shall unless it be repugnant to the subject or context thereof, include its respective legal representatives, heirs, administrators, executors, successors and assigns as the case may be) of the FIRST PART.

AND

Small Industries Development Bank Of India, a corporation established under the Small Industries Development Bank of India (SIDBI) Act, 1989 and having its Head Office at 'SIDBI Tower', 15 Ashok Marg, Lucknow- 226001 and a Branch Office at _____ (hereinafter referred to as the "Lessee" which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) represented through its Authorized Officer Shri -----, Deputy General Manager, of the SECOND PART.

WHEREAS

- a. The Lessor is the owner of the premises situated at -----
----- (**Address of the offered premises**)(more fully described in the first schedule hereunder written and hereinafter referred to as the "said Property").
- b. The Lessor has at the request of the Lessee agreed to lease out to the Lessee, ----
-----, admeasuring about -----Sq.ft. (carpet area) located on the Ground floor of ----- (Address of the offered premises) (herein after referred to as the "demised premises") (details whereof are more particularly shown and described in the second schedule hereunder written), together with all structures, fixtures and fittings (if any) including electrical installation therein and appurtenant

thereto for its office use, initially for a period of 5 (five) years commencing from date of possession of demised premises, on the payment of monthly lease rental@ ----- per sq. ft on carpet area of -----sq. ft. amounting to------(Rupees -----only), inclusive of all Municipal taxes, common area maintenance, common security charges and other outgoing charges, excluding applicable GST thereon as applicable to be paid by Lessee. The lease for the demised premises may be extended for a period of further 5 years on the terms mutually agreed between the parties.

- c. The lessor shall furnish and complete Basic Furnishing, as described in the Tender document / RfP in all respect, within 15 (fifteen) days time from the date of issue of Letter of Intent, at their own cost and as per layout / plans and specifications approved by the Lessee. Lessor shall be liable for penalty of per day rent till completion of basic furnishing work and handing over the demised premises beyond 15 days period.
- d. Lessee shall start paying rent for premises from the date of handing over of premises after completion of Basic furnishing of the premises and no rent shall be payable till handing over of the completely furnished premises.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

- 1) That the Lessor hereby grants unto the Lessee, the Lease to occupy and use the demised premises with all structures, fixtures and fittings including electrical installations therein and appurtenant thereto, on the covenants, conditions and stipulations contained herein, for an initial period of 5 years on payment of monthly lease rental @ of ----- per sq. ft. amounting to -----/- (Rupees -----only), inclusive of all applicable taxes including Municipal Taxes, outgoings, maintenance charges, common security charges, non-occupancy charges and all other outgoings, etc., except GST. The lease may be extended for a period of further 5 years on the terms mutually agreed between the parties.
- 2) All the above payments shall be subject to tax deduction at source (TDS) as applicable from time to time under Income Tax Act 1961 or other applicable statutes.

- 3) There shall be an increment of 25% after every 5 years on the last paid lease rental inclusive of all Municipal taxes, common area maintenance, common security charges, and other outgoing charges, excluding applicable GST thereon as applicable paid by lessee.
- 4) The Lessee shall pay to the Lessor the monthly Lease rent on or before the 10th day in advance of the succeeding month during the term hereby granted. Such Lease rent will be paid after deducting TDS as applicable under the provisions of Income Tax.
- 5) The Lessee shall also pay to the Lessor, a refundable interest free advance of ---
-----/- (**Rupees -----only**), which is equivalent to **three months** lease rental for the said premises, as security deposit, at the time of execution of this lease agreement. The Lessor shall keep this refundable interest free advance, equivalent to three months rental for premises, as security deposit, which has been deposited at the time of execution of this lease agreement. This security deposit, equivalent to three months lease rent, shall be refunded by the Lessor to the Lessee on the end of lease term or termination of lease, as may be decided by Lessee. If for any reason, the said interest free advance, as mentioned above, is not refunded by the Lessor, the Lessor shall be liable to pay to the Lessee interest at the prevailing Prime Lending Rate (PLR) of SIDBI on the unpaid mount till the amount is fully repaid.
- 6) The Lessor shall bear and pay all existing and future taxes, cess, levies, fees, penalties, surcharges, charges by whatever name called (including commercial tax, water tax, sewerage tax etc) in respect of demised premises to the municipal authorities, statutory and/or local bodies. Any increase in the taxes, levies, etc. shall also be borne by the Lessor. The Lessee shall not bear any incidence of tax, charges, fees as mentioned herein above.
- 7) The Lessor shall provide, without any extra charge, electric power connection of ___ KW power load with separate meter in SIDBI's name, at its own cost for the demised premises for operating lights, fans, Air conditioners, computers and other equipments. Necessary cabling upto the demised premises with a suitable distribution panel has also to be done by the Lessor. Security deposit at applicable

rate will be payable by SIDBI to Electricity Department which will be recovered by SIDBI from Electricity Department at the time of vacating the premises.

- 8) The Lessor, through its appointed agency, shall make necessary arrangement for power back up / DG set, as and when required by Lessee.
- 9) The Lessor shall make, at its own cost, need based alterations (viz. readjustment of brick work/ walls/ partitions etc.) as per the requirement of the Lessee in the demised premises. The Lessee shall provide drawings to the Lessor after the lay out plan of the demised premises is provided to the Lessee. Further, any other genuine requirement that comes before handing over the possession of the demised premises shall also be completed by the Lessor.
- 10) The Lessee shall pay all the charges for the electricity consumed in respect of the demised premises directly to the authorities concerned.
- 11) The Lessor shall be solely responsible to arrange for full, adequate and timely maintenance and upkeep of the building, common areas, security of the building and for supply, repair and maintenance of water connections, sewerage, structures, amenities of whatsoever nature over the demised premises through the agency responsible for maintenance of the building (**Name of the building**) and other common area.
- 12) The Lessor shall, arrange to provide exclusive parking facility of -----numbers of two-wheelers and _____ numbers of four wheelers at the basement and ground floor of the premises without any extra charge/ payment.
- 13) The Lessor shall arrange to provide 24 hours regular supply of adequate water for drinking and other purposes at all times in the demised premises from his own sources. If water supply arranged by the Lessor for the Lessee is not upto the satisfaction of the Lessee, the Lessor shall, on the notice of the Lessee, arrange the supply of adequate water within reasonable time in the demised premises for the Lessee, failing which the Lessee is entitled to retain/hold or deduct such sum of the lease rent from the Lessor as may be required for ensuring adequate water

supply including making other arrangements of any kind whatsoever for adequate water supply.

- 14) The Lessor shall make arrangement at its own cost to provide separate toilets of adequate size for gents and ladies and a pantry with granite top platform, water supply/drainage line, sink with necessary fittings, in the premises with round the clock water supply at their own cost, in the demised premises.
- 15) The Lessor shall provide vitrified flooring and skirting in the premises at their own cost. shade and quality of tiles to be approved by Lessee.
- 16) The Lessor shall provide entrance door of glass/rolling shutter/channel gate at the entrance to the premises and M.S. grills in windows either from inside or outside at their own cost.
- 17) The Lessor shall provide plastic emulsion paint (as per the shade chosen by Lessee) in the entire offered premises at their own cost before handing over the possession or during execution of interiors.
- 18) The Lessor shall provide adequate space with good visibility to the general public for Lessee's (SIDBI)signage as per the requirement of the Lessee.
- 19) The Lessee shall not make any structural alternations or additions to the demised premises without the previous consent in writing of the Lessor or to cut, maim or injure or permit to be cut, maimed or injured any walls or structures therein or any portion thereof provided the Lessee shall have the right during the tenure of this lease at its own cost to install such partitions or cabins and fixtures and fittings and to make temporary additions or alternations into or upon the demised premises as may be necessary and advantageous for its use of the demised premises and such partitions and fixtures etc. shall remain the property of the Lessee which the Lessee shall be entitled to remove at any time during the currency of or on the expiry of the Lease. The Lessee shall be entitled to put up name plates at such places and of such sizes as it may deem fit.
- 20) The Lessee shall not, without the previous consent in writing of the Lessor, make any major alternations or addition to the external appearance of any part of the

demised premises. The Lessee shall be entitled to put up sign board at such places and of such sizes as it may deem fit.

- 21) The Lessee shall use the demised premises only for its business purposes as also for accommodating the offices of any other institutions or bodies associated with or controlled by the Lessee, at its discretion, and may use a portion of the demised premises for a canteen, recreation and / or a dispensary for its staff for providing amenities to the staff etc.
- 22) In the event of the Lessee engaging the services of a contractor for catering food and drinks to the staff of the Lessee, it shall not create or grant any interest in the demised premises in favor of the contractor.
- 23) The Lessee shall not, except hereinbefore provided, let, mortgage, assign or otherwise part with the possession of the demised premises or any part thereof.
- 24) After giving notice in writing, the Lessor and/or any of its agents, Surveyors and workmen duly authorized by it, may enter into and upon the demised premises at all reasonable times for the purposes of either viewing the conditions of the demised premises or doing any work or things as may be necessary for any repairs, alternations, maintenance or improvements either to the demised premises or to the provisions or articles or things therein or thereon.
- 25) The Lessee, with prior intimation to the Lessor, shall deliver and/or hand over the peaceful vacant possession of the demised premises on the expiry or sooner determination of or the termination of the lease or after the expiry of such renewed period as the Lessee may opt for, in good and tenantable condition, except reasonable wear and tear and damage due to reasons beyond the control of the Lessee.
- 26) The Lessee shall keep, at its own cost, the demised premises in good and tenantable condition.
- 27) The Lessor shall permit the Lessee to enjoy all the amenities and/or all such amenities as may be provided in the demised premises during the currency of this Lease.

- 28) The Lessor shall arrange to keep the entrance doorways, lift, lobbies, staircase, landings and passage in the said building leading to the demised premises well and sufficiently cleaned and lighted. The Lessee shall be responsible for the general maintenance of the plumbing, sewerage and electrical within the demised premises.
- 29) Service charges for maintenance and operation of common services such as lifts, water pump charges, common lighting, security etc. shall be borne by the Lessor. The Lessor shall bear the electricity charges, if any, for lighting the passages, staircases, landings and lobbies outside the demised premises.
- 30) The Lessor shall insure and keep insured the said premises against damage for loss by earthquake, fire, riot and/or civil commotion etc. If the Lessor fail to insure as aforesaid, it shall assume responsibility for any loss or damage to the property of the Lessee. If at any time during the period of this lease agreement, the demised premises shall be destroyed or damaged by fire, tempest, earthquake, accident, Act of God or any irresistible force or any other means so as to become unfit for occupation, then the lease rent hereby reserved or a fair and just proportion thereof, according to the nature and extent of damages sustained (to be ascertained, if required, by reference to Arbitration as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof), will be suspended and cease to be payable until the demised premises shall have been again rendered fit for occupation or use provided that the provisions contained in this sub-clause shall be without prejudice to all other rights and remedies to which the Lessee may be entitled by statute or any other law or otherwise.
- 31) The Lessee, on paying the lease rent hereby reserved and observing and performing the several covenants and conditions on the part of Lessee, shall quietly enjoy the demised premises during the term of this lease without interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor.
- 32) The Lessor shall, without prejudice to the rights mentioned herein, be entitled to terminate this lease by giving three months notice in writing in the event of breach of any of the covenants by the Lessee, provided that before exercising this right, the Lessor should have given three months notice calling upon the Lessee to remedy the breach and the Lessee should have failed to remedy the same.

- 33) The Lessor agrees to permit the Lessee to install on the terrace of the building, a mast /Dish Antenna, without any extra charges /additional lease rent. The Lessor has also permitted the Lessee to carry out the structural work for that purpose on the terrace and to install thereon the necessary equipment ancillary to such mast /Dish Antenna and to lead wires/cables, etc. to and from such Dish Antenna and other equipment on the terrace, from and to the demised premises.
- 34) The Lessee may terminate the lease prior to the aforesaid term of the lease or prior to the expiry of any extended term of the lease after initial term of 5 years, as provided in this agreement, by giving three months notice to the Lessor, without being liable for any claim for damage or compensation for such earlier termination or sooner determination of the lease, and thereupon. The Lessee shall vacate and give peaceful and vacant possession of the demised premises to the Lessor on or before the expiry of the notice period and will also pay the lease rent becoming payable and all other charges payable under the lease up to the date of delivery of possession of the demised premises to the Lessor.
- 35) That any notice to be given by the Lessor to Lessee shall be deemed to be sufficiently and properly given to and served on Lessee if sent to it by Registered or Speed Post at its Head Office addressed to the General Manager (Premises) and copy whereof shall be addressed to the Branch Office of the Lessee at -----
----- for the time being and any notice to be given by Lessee to Lessor shall be deemed to be sufficiently and properly given and served on it if sent to it at its last known address, by Registered Post and any notice so sent, in either case, shall be deemed to have been delivered in the usual course of post.
- 36) The Lessor and Lessee shall be bound by all the local laws prevailing in the State of _____, as may be applicable to the demised premises, whether in respect of grant of Lease or otherwise
- 37) The Lessor shall indemnify and keep indemnified the Lessee during the subsistence of these presents against any loss or damage incurred or suffered by the Lessee by reason of non-renewal of lease by the authority concerned / state government in favour of the Lessor or any adverse condition stipulated by the competent authority / state government while renewing the lease in favour of Lessor. In case

any permission is required from any authority for the use of demised premises for commercial purpose, the Lessor shall obtain the same and also undertake to give indemnity to the Lessee in this regard.

- 38) During the lease period (tenancy) if Lessors become incapable/in case of any eventuality for looking after the Bank's (SIDBI) Premises, then the Lessor shall appoint its authorized person under intimation to the Lessee, who will look after the Bank's (SIDBI) Premises and he will be entitled to receive the rent from SIDBI.
- 39) This agreement of Lease shall be executed and registered with the office of Sub-Registrar at The original shall be kept by the Lessee and the certified copy by the Lessor. If any permission is required to be obtained from any of the local authorities or rent controller, etc. for grant of Lease as contained herein, the same shall be obtained and complied with by the Lessor.
- 40) All the expenses of, and in respect of this agreement, such as stamp duty and registration, legal charges and any other charges incidental thereto shall be borne by the Lessor and the Lessee in equal proportion. However, each party shall bear its respective lawyer's charges, if any.

FIRST SCHEDULE

(Description of the entire immovable properties)

(Address along with boundaries)

North:

South:

East:

West:

Signature of the Owner/landlord

SECOND SCHEDULE

(Description of the demised premises)

All those piece and parcel of the Ground floor, admeasuring ----- sq. ft. carpet area together with electrical fittings, doors, windows, together with other permanent fixtures, fittings, bath-rooms etc. of the building situated at (Address of the building) which is bounded as follows -

North:

South:

East:

West:

IN WITNESS WHEREOF the Lessor and the Lessee have caused these presents and the duplicate hereto to be signed on their behalf on the day, month and year first herein above written

SIGNED AND DELIVERED BY THE WITHIN NAMED LESSOR,

Shri

In the presence of Shri

SIGNED AND DELIVERED BY THE LESSEE

Small Industries Development Bank Of India by the hand of Shri -----,Deputy
General Manager, SIDBI.

In the presence of Shri-----