

B). TERMS & CONDITIONS:

1. The technical bid containing notice inviting offer, terms and conditions and details of the offer shall form part of the tender to be submitted by the owner of the premises (referred to as owner/landlord/lessor) to MALWA GRAMIN BANK (referred to as Bank).
2. Offers are invited directly from owners/landlords in the specified proforma and no brokerage shall be paid to anyone. Canvassing in any form will disqualify the owner/landlord.
3. The owners/landlords should fill all the relevant details in the specified proforma properly. Incomplete proforma and offers in any other format other than the specified proforma of Technical bid and Price bid will not be considered and liable for rejection.
4. All the owners/landlords are requested to submit their offer (TECHNICAL BID and PRICE BID) duly filled in with relevant documents/information on or before the last date and time for submission of offer to the concerned officer as stated in the notice inviting offer.
5. Offers received by the Bank after due date and time as stated in the notice inviting offer shall be rejected.
6. Preference will be given to offers owned by Public Sector/ Government Departments.
7. All the pages of the offer are to be signed and over-writing if any to be duly initialed by the owner/landlord or his authorised signatory.
8. The offer shall be valid at least for a minimum period of 6 months from the last date for submission.
9. There should not be any deviation in terms and conditions as have been stipulated in Technical and Price bids.
10. The Technical Bids will be opened in the presence of owners/landlords who choose to be present at the above said office. All owners/landlords are advised in their own interest to be present on the said date, time and venue for opening of the Technical bids.
11. After screening of the technical bids, short-listed landlords will be informed by the Bank for arranging site-inspection of the offered premises. After site inspection, the price bids of the offers considered to be suitable for the Bank shall alone be opened. The date, time and venue of opening of price bid will be intimated separately. The owner/ landlord(s) shall obtain necessary approvals from the local authorities as applicable, especially Completion/ Occupation certificate before opening of price bids. Offers without the approval of local authorities be disqualified and the price bid shall not be opened for further processing. In places where Completion / Occupation certificate are not issued by the local authorities, the Bank may consider such offers if otherwise fulfills all other terms and condition and identified as suitable Technical Bid.
12. The designs and construction of the premises offered shall be in conformity with the established standards. The premises offered shall be safe, strong, stable, sound and durable with remaining life more than 20 years.
13. The monthly rent quoted should include all present and future taxes including service tax, charges and assessment as applicable at the time of commencement of lease and during the

entire period of lease.

14. The owner/landlord will have to construct rooms, toilets, pantry etc. as per Bank's requirement/Bank's plan and make modifications/ alterations in the premises if so desired by the Bank at his own cost before handing over possession to the Bank. Permission/ approval required if any regarding additions/ alterations/ modifications of the premises shall be obtained by the owner/landlord at his own cost from the concerned local authorities.
15. The premises offered shall have proper flooring acceptable to the Bank viz. Marble/vitrified tile flooring of the premises (except toilet and pantry) and ceramic tiles flooring and dado in toilets and pantry. If proper flooring is not already done, the owner/landlord will have to lay vitrified tile flooring of the premises as per Bank's colour scheme at his own cost. Finishing works of the premises such as melamine polishing or enamel painting of doors, windows, grills, ventilators, rolling shutters, gates and plastic emulsion painting of walls and ceiling etc. will also have to be done by the owner/landlord as per Bank's instructions and colour scheme at his own cost before handing over possession to the Bank.
16. For construction and making additions/alterations in the premises as per requirement of the Bank, the owner/landlord will be granted loan as per Bank's policy guidelines, if required by the owner/landlord.
17. The owner/landlord shall provide separate electric meter, separate water meter and sewerage connections at his own cost before handing over possession to the Bank. These connections should be in the name of the owner/landlord and the consumption charges of Water Supply, Electricity and sewerage shall be paid by the Bank.
18. The owner/landlord shall provide adequate electric power load as per requirement of the Bank at his own cost before handing over possession to the Bank. If additional electric power load is required by the Bank later on (i.e after taking over possession with electric load of required capacity) within the lease period, the same shall be arranged by the owner/landlord at Bank's cost.
19. The owner/landlord will provide sufficient frontage and adequate parking space in front and rear of the building, without any additional rental overheads, for the use of the Bank's customers and employees etc. If any additional charge is payable on account of exclusive parking, it shall be specifically quoted in the price bid.
20. All statutory clearances and permissions required for construction/ modification/ additions/ alterations and leasing of the premises to the Bank shall be obtained by the owner/landlord at his own cost.
21. Lease agreement will be executed after legal verification of all documents related to the property to the entire satisfaction of Bank. The registration charges, stamp duty for registration of lease deed to be equally borne by the Bank and the owner/landlord (i.e in the ratio of 50:50 between the Bank and owner/landlord).
22. Bank shall have the right to carry out necessary alterations/modifications or make such structural or other changes to/in the premises as may be required by it for the purpose of its business. Provided always that the Bank shall not make any permanent structural alterations incapable of being reversed or which would render incapable the restoration of the premises to its original position without the consent in writing of the owner/landlord(s) but such consent shall not be unreasonably withheld in the case of such alterations as shall be necessary or required by Bank for the purpose of better amenities and carrying on its banking business effectively. But the

Lessee Bank shall have all rights to make temporary alterations in the demised premises and to erect temporary partitions, cabins, counters etc. as are necessary to carry on Banking business effectively.

23. Bank shall have the right to install satellite dishes/communication towers and other communication equipments etc. as deemed necessary by the Bank for facilitating electronic communication and/or Core Banking as also installation of power generating/amplifying devices including but not restricted to Power transformers, Power Generators etc. as well as placing of sign boards, Bank's hoardings/publicity materials, ACs etc. on the terrace of the premises for its Banking activities and the owner/landlord will have no objection of any kind whatsoever and shall not claim any compensation or additional rent but however if any damage is resulted upon the demised premises due to such activities, the Bank would be liable to repair the damage so caused, normal wear & tear is however excepted.
24. The Bank shall have the right to install ATMs in the premises and to make such alteration in the demised premises as would be deemed to be required by the Bank for such purpose.
25. The Bank shall have right to install generator sets for carrying its Banking business effectively.
26. Since Bank is the lessee/hirer and has no insurable interest, the owner/landlord hereby has to insure the premises/assets rented/hired against risks like burglary, fire or natural calamity at his (owner's) own cost and the Bank will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets.
27. Painting of the premises including front and back verandahs, kitchen, bath rooms, toilets, boundary wall, the entire exterior facade and painting or polishing of all doors, windows, ventilators, grills etc. as may be desired by the Bank will be carried out by the owner/landlord once in two years within the lease period. In case the owner/landlord fails to do so, the Bank shall have the right to arrange it at the cost of the owner/landlord and deduct the amount from the rent payable or that may become payable, or otherwise recover from the owner/landlord.
28. Whenever necessary, the owner/landlord(s) will carry out necessary repairs of the building from time to time within reasonable period and in the event of failure or neglect or default on the part of the owner/landlord to carry out or effect necessary repairs, it will be optional for the lessee Bank either to terminate the lease or to retain the occupation of the demised premises or part thereof or to make or effect or carry out the necessary repairs of the premises, after a due notice to the owner/landlord and to deduct, the expenses so incurred along with interest etc. from the rent which is payable or become payable or otherwise recover from the owner/landlord. No rent will be payable for the period during which the lessee Bank is deprived of the use of the demised premises or part thereof due to the failure, neglect or default of the owner/landlord to carry out the necessary repairs of the demised premises.
29. The possession of the premises will be given to the Bank after completion of entire work as per Bank's requirement and specifications. After taking possession, if it is found that any item or work remains unattended or not according to Bank's specifications, the owner/landlord has to complete the same within a reasonable time from the date of possession of premises and in case of default, the Bank will have right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the owner/landlord.

30. During the currency of the lease agreement the owner/landlord shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the Bank with any party affecting Bank's right of occupation and any of the terms of the lease without written consent of the Bank.
31. That if the landlord is desirous of making any addition to the building it shall be ensured by him that no access/approach by whatever means is made from the demised portion or by encroaching upon the open spaces which have been hereinabove made available to the exclusive use of the Bank.
32. That in the event of the owner/landlord deciding to sell the demised premises during the period of tenancy or at the expiration of the same he shall in the first instance offer them to the Bank at the lowest price which he is prepared to accept for them and the Bank shall within one calendar month from the date of receipt of such offer, accept or reject such offer.
33. If the demised premises at any time during the said terms or any extension thereof damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God, and be not caused by the acts or neglect or fault of the Bank, then in such case it shall be optional with the Bank to determine the lease or to retain occupation of the demised premises, if the Bank so desires without any diminution of rent hereby reserved. However, this condition shall not render the Bank liable to do any repairs of any kind to the demised premises.
34. The Bank shall have the right to terminate the lease prematurely or surrender whole or any part of the premises to the owner/landlord by giving two months notice in writing or sublet the whole or a part of the premises. The owner/landlord shall not claim/entitled for any compensation/rent for the unexpired period of lease. The right to terminate the lease before the expiry of lease period will vest only with the Bank.
35. That the Bank will at the expiration of the said term or any extension thereof (if agreed to mutually) peaceably and quietly yield and deliver up possession of the demised premises to the owner/landlord in the nearly same condition as at the time of commencement of initial lease, fair wear & tear, and damage by fire, earthquake, cyclone, tempest, flood, violence of any army or mob or other irresistible force or act of God excepted. But this condition shall not be construed to render the Bank liable to do any repairs of any kind to the demised premises.
36. The Bank shall be at liberty to remove at any time or at the time of vacating the premises, all furnitures, fixtures and fittings, lockers, safes, counters etc. installed in the premises and the owner/landlord shall not claim any compensation.
37. After receipt of Bank's confirmation for leasing of the premises which is considered to be most suitable/reasonable and its acceptance by its owner/landlord(s), if the owner/landlord(s) backs out on account of any reason, the owner/landlord(s) is liable to pay the Bank the full expenditure incurred by the Bank from releasing of advertisement to finalising the premises and other incidental expenditure incurred in the process.
38. **The Bank reserves the right to accept or reject any or all the offers without assigning any reason thereof.**

Signature of Owner/landlord

