



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.**  
(WHOLLY OWNED SUBSIDIARY OF SBI)

INVITES APPLICATIONS BID

**FOR SALE OF BANK'S PROPERTY AT KHAIRA, DISTRICT CHAPRA(BIHAR) THROUGH  
OPEN-AUCTION**

Last date for submission of application bid form: 3:00PM (IST) on 15/01/2019.

Application bid form to be submitted to:-

**The Circle Head,  
SBI Infra Management Solutions Pvt. Ltd.,  
2<sup>nd</sup> Floor, SBI Patna Main Branch Building, West Gandhi Maidan,  
Patna- 800001**

## **SALE OF BANK'S PROPERTY BY OPEN-AUCTION**

The SBI has entrusted SBIIMS to effect sale of the property through auction by inviting application bid form as detailed in annexure-I

### **1. GENERAL INSTRUCTIONS**

- a) Please read these instructions carefully before filling up the application form.
- b) Conditional Tenders are liable to be rejected. Please note the applications received are duly evaluated based on the details/ supporting documents furnished by the applicants. It is the sole responsibility of the applicants to submit the desired documents. Applications without supporting documents/ incomplete applications are liable to be rejected. Decision of the SBI/SBIIMS regarding short listing of eligible bidders for **open Auction** will be final and binding. Application found with false and/ or incomplete information at any stage is liable for rejection.

**Price Bid:-** Open-auction on 29.01.2019 at the venue adjacent to the property from 11.00 am to 1.00 pm in presence of Bank's and SBIIMS Designated officials

For any clarifications regarding details of the property, Open-auction procedure etc., the prospective bidders may contact Sri. Md Firoz Alam, Manager (Civil Engg.), SBIIMS, Patna (Mob: 9771499048)

### **2. NOTICE INVITING BID**

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS), Circle Office, Patna, on behalf of State Bank of India, invites application from bidders for sale of the landed property owned and possessed by State Bank of India on "as is where is and whatever there is basis" and as per the terms and conditions mentioned herein.

Location/Property Name	Bank's owned property at Rampur Kala, P.O. & P.S.-Khaira, Thana-391, Distt.-Saran(Bihar)
Extent of Land, Plot No. & Survey No.	107.5 Decimel, Plot No./Survey No. 553/2652
Khata No. Sheet No./Holding No.	215, Jamanbandi No. 311/654 & 212/655
T.S No./Village/Tauzi No.	Rampur Kala
Anchal/District	Saran(Bihar)
Nearby Landmarks	Rana Pratap High School-Rampur Kala
Application Fee(Non-Refundable)	Rs.5000/- by Demand Draft from any

	Nationalised Bank Drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Patna
EMD(Earnest Money Deposit)	Rs.43,000/- by Demand Draft from any nationalised Bank drawn in favour of State Bank of India, Local Head Office, Patna and payable in Patna.
Date of Inspection of Property	10.01.2019 to 15.01.2019(Excluding Holidays) in consultation with Regional Manager, SBI Regional Business office, Chapra, Saran.
Last date of submission of application bid form and Venue for Receipt	15.01.2019, SBIIMS Circle office, 2 <sup>nd</sup> Floor, Patna Main Branch Building, West Gandhi Maidan, Patna-800001
Date of Open Auction And Venue	29.01.2019, Venue : Adjacent to the Property.

Note: Areas mentioned above are as per the documents only and the bidder should satisfy themselves by calculating the area from the dimensions available at the site of the property.

This document is neither an agreement nor an offer, but only an invitation for offer by State Bank of India (SBI)/ SBIIMS. This bid document does not claim to contain all the information, which each Bidder may require. Each Bidder should, at his own costs without any right to claim reimbursement, conduct his own investigations, analysis and should check the accuracy, reliability and completeness of the information in this document and wherever felt necessary obtain independent advice. SBI/ SBIIMS makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. The information contained in this document is selective and is subject to update, expansion, revision and amendment. SBI/ SBIIMS does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies if any therein, which may become apparent. SBI/ SBIIMS reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, and to reject any or all the applications without assigning any reasons whatsoever.

Any information contained in this document will be superseded by any subsequent written information on the same subject made available/accessible to Bidder(s) by SBI/ SBIIMS. All the bidders are advised to see amendments to the bid document, if any, before submission of the application bid form. Any further Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to bidders' queries in respect of the above tender shall be posted in Bank's website <https://sbi.co.in> and <https://bank.sbi> under "Important Links→Procurement News" and bidders need to download and submit the same with the bid. In case the bidder does not submit the amended Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to

bidders' queries etc., it will be presumed that the bidder has seen the amendments / Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to bidders' queries etc. and bid would be evaluated accordingly. The decision of the Bank/SBIIMS in this regard will be final.

Some of the Information provided in this document may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, SBI/ SBIIMS does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

While this document has been prepared in good faith, neither SBI/ SBIIMS nor its employees, officers, directors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on the part of SBI/ SBIIMS or its employees, whether negligent or otherwise. The employees of SBIIMS/SBI shall not participate in any manner whatsoever in the auction of the property. This document has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document, resident in jurisdictions outside India as well as those residents in India should inform themselves of and observe any applicable legal requirements and SBI/ SBIIMS and its representatives will not be responsible for compliance with the same. SBI/ SBIIMS will not entertain any claim for expenses in relation or pertaining to the preparation and submission of Bids and as such no financial obligation / liability would accrue to the Bank on such eventualities.

If a holiday is declared on the date of auction or if the auction did not take place then fresh date will be advised in the website, the bids shall be received / opened on the next specified day at the same time and at the same venue unless communicated otherwise.

Circle Head (SBIIMS), Patna

### 3. ELIGIBILITY CONDITIONS

The bidder should:-

- I) Be any person, sole proprietorship firm, registered trust, partnership firm, registered co – operative society, State Government, Central Government, Public Sector Undertakings, Public Financial Institutions, Non-Banking Financial Companies, Public Sector Banks, Private Sector Banks, Public Companies, Private Companies, Statutory Corporation formed and registered under any Statute/enactment/legislation/ partnership firm registered in India and not be a consortium of bidders.
- II) Not be represented through any broker or agent.
- III) Be legally competent to enter into contract as per prevailing laws.
- IV) Submit **email id**.
- V) Submit the requisite EMD, KYC Documents and duly filled in and signed bid documents along with its supporting documents in a sealed envelope superscribing “**Application Bid form for Sale of Bank's property at Khaira, Distt. Chapra, Bihar – Pre-qualification Bid**”, to Circle Head, SBI Infra Management Solutions Pvt. Ltd, 2<sup>nd</sup> floor, SBI Patna Main Branch Building, West Gandhi Maidan, Patna-800001 on or before the due date and time specified for submission of tender.

The bidders who are satisfying the eligibility criteria will only be permitted to participate in the Open – auction.

### 4. Title Deed of land

The title deed of the property is clear and marketable as per the report of the Bank’s panel advocate. To the best knowledge and information of the Bank, there is no encumbrance on the property affecting the title of the Bank. However, intending bidders should inspect the property and make their own due diligence / independent enquiries regarding the encumbrances, title of the property put on auction and claims/ rights/ dues affecting the properties, prior to submitting their bids. The property will be sold on “As is where is and whatever there is basis” only.

### 5. Inspection

The bidders will be allowed to inspect the property and verify other related documents on stipulated date or dates in the presence of officials of the Bank/ SBIIMS to enable them to do their due diligence and familiarize themselves with other details of the property. The Bidder shall thoroughly satisfy themselves of the nature, conditions and extent of the Property and its physical condition, title to the Property etc. The Bank gives no guarantee or warranty as to the

physical condition, nature and lie / suitability of the Property for any specific purpose or use. It should be clearly understood that no claim/ complaint about the title/physical condition/nature / lie and suitability of the property for any use will be entertained by SBI/ SBIIMS. Bank will not pay the Bidder any expenses, which may have been incurred for inspection of the Property or for preparation of the Bids for submission, etc.

## **6. Earnest Money Deposit:**

Bidder should deposit Earnest Money Deposit (EMD) amounting to Rs.43,000/- by means of a bank draft / Pay order issued by Scheduled Bank in favor of "State Bank of India" payable at Patna. EMD shall be submitted along with the bid documents & KYC Documents on or before the scheduled date and time specified for receipt of tender. EMD shall be forfeited, without prejudice to the rights of the Bank/ SBIIMS to claim such further damages in this regard without further reference to the Bidder, if any bidder whose offer / bid is accepted, defaults in making the balance payment in terms of the conditions of sale including failure to complete other sales formalities within the stipulated time frame or if the bidder withdraws his Bid during the Bid Validity Period or if the Bidder makes any statement or encloses any document(s) which turns out to be false, incorrect and/or misleading or conceals or suppress any information, at any time prior to or after declaring the Successful Bidder. If, however, the sale is completed within the specified time limit, the EMD shall be adjusted towards the final sale price. In case of unsuccessful bidders, earnest money would be returned within 30 days of the opening of the bid. No interest will be paid on the EMD.

## **7. PAYMENT SCHEDULE:**

5.1 Payment Schedule will be as follows:-

- (i) Tender Fee : Rs 5000/- (in the form of DD and to be submitted along with Pre-qualification bid, tender fee is non refundable)
- (ii) EMD : Rs.43,000/- (in the form of DD and to be submitted along with Pre-qualification bid)
- (iii) 25% of bid value: within 7 days from the date of acceptance of Open-auction bid value by SBI/ SBIIMS
- (iv) Remaining 75% of bid value (including EMD) : within 30 days from the date of acceptance of open-auction bid value by SBI/ SBIIMS

All the payments other than Tender Fee, may be made in favor of SBI in the form of DD favoring "State Bank of India" payable at Patna. The EMD received from the successful Bidder shall be adjusted against the final amount payable by such Bidder towards the Property. All the Payments have to be made strictly as per above schedule.

5.2 Intimation of acceptance would be conveyed to the purchaser by e-mail and by

Registered Post/ Speed Post at the notified address. Upon receipt of the same the purchaser is required to make payment as per the above schedule. Extension in payment schedule shall be at the sole discretion of SBI but not exceeding 15 days in any case. However, in case of delayed payments, interest @ SBI Prime Lending rate will be chargeable, for the period of such delay.

5.3 If the successful bidder fails to make the payment as per the above schedule their EMD and any other deposits made in this deal shall be forfeited and the Bank/ SBIIMS may proceed to cancel the transaction.

## **8. Procedures for selecting successful bidder**

The Pre-qualification bid submitted by the bidders will be evaluated by a committee and bidders fulfilling the eligibility criteria are required to participate in **the Open-auction** to be conducted by the SBI/SBIIMS. State Bank of India/ SBIIMS reserves the right to reject any or all application(s) without assigning any reason thereof and their decision will be final and binding on the bidders.

All short listed eligible bidders are required to keep their offer valid for acceptance by State Bank of India/ SBIIMS for a period of 180 days from the date of Open-auction. If any bidder withdraws his offer within the above period of 180 days, EMD paid by him shall be forfeited. Bank holds the rights to reject a Bid valid for a period shorter than the Bid Validity Period as non-responsive, without any correspondence. Any decision taken by SBI/SBIIMS in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders. In exceptional circumstances, SBIIMS/ Bank may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the response thereto, shall be made in writing. Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable.

The amount to be quoted by the bidder in the open-auction shall be more than the reserve price shown in this document. The eligible bidder who quotes the highest price in the open-auction will be selected as the successful bidder, subject to the terms and conditions and acceptance of SBI/ SBIIMS/ Committee. In the event two or more Bids are received as the highest bid amount for the property (with the same amount), the concerned bidders would be invited for inter-se bidding and the bidder who offers the highest bid post inter-se bidding would be declared as the Successful Bidder.

## **9. Sale Procedure:**

9.1 Bidders can opt to bid for the property in full. Sale of part of any property will not be made.

9.2 Sale will be conducted on the basis of the highest bid price provided that such tendered

rate / amount quoted by the bidder are found reasonable and acceptable by the SBIIMS/ Bank.

9.3 Sale will be confirmed in the name of the Successful bidder only. No nominee(s) of the bidder shall be entertained.

9.4 It shall be the responsibility of the Successful Bidder to get the Property registered in its name in records of the concerned authorities. NOC required for registration of the Property from Collector Office /Society/ Appropriate Authority shall be the responsibility of the Successful Bidder.

9.5 The land will be sold on "As is where is and whatever there is basis" only.

## **10. SALE DEED:**

### **10.1 Execution of Sale Deed**

(i) The Bank would endeavor to execute the sale deed in favor of the successful bidder within 30 days of the receipt of the full amount of the bid at the cost and expenses of the bidder.

(ii) The sale deed would be executed with the buyer specifying therein all the terms and conditions related to the sale of the property. The Sale/ Conveyance Deed shall be executed with the buyer and the documents would be duly registered and the possession of the property purchased and the title thereof shall be transferred to the buyer only on receipt of full payment. No other mode of conveyance including request for power of attorney will be entertained by the Bank/SBIIMS.

(iii) Sale deed will be subject to jurisdiction of the court where the property is situated.

(iv) All the outgoing like property tax, electricity /water charges/ maintenance charges, etc. and other expenses will be borne by Bidder from the date of execution of the sale deed. Any dues pertaining to the Property prior to the said date of possession will be borne by SBI. The Transfer Fees/registration fee or transfer premium and any other charges or contributions or outgo and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable to society or to any entity/ authorities, person etc. whosoever for transfer of the property would be borne and paid by Successful Bidder. All expenses of conveyance, including legal charges, stamp duty & registration fees, as applicable, rates, any taxes, Service tax, GST, charges, fees, society transfer fees, if any ,assessment and other levies, cost of registration etc., of whatsoever nature shall have to be paid by the Bidder to the concerned authority/body.



(v) Possession of the property will be given to the purchaser only on execution and registration of the sale deed.

## **11. COMPLIANCE WITH STATUTORY REGULATIONS**

11.1 Purchaser shall comply with all statutory provisions, rules and regulations, bye-laws etc in all respects, including payment of all fees, taxes in accordance with the provisions of:

(i) Any central or State enactment, ordinance or other statute, or any regulation or bye – law of any local or other duly constituted authority.

(ii) The rules and regulations of all Public bodies and Companies whose property or rights are affected or may be affected in any way.

## **13. RIGHT TO REJECT OFFERS**

State Bank of India/ SBIIMS reserves the right to accept or reject any or all applications/bids without assigning any reason.

## **14. HANDING OVER OF POSSESSION OF PROPERTY**

The Bank would hand over possession of the subject property to the successful bidder after receipt of full consideration amount & completion of registration formalities.

## **15. PROVISION FOR SETTLEMENT OF DISPUTES**

In case of any dispute: arising in the transaction, such disputes or difference shall be referred to the DGM & CDO, SBI, LHO, Patna. The DGM & CDO or his/her authorized representative is empowered to adjudicate and decide all such disputes. Such decision shall be final, conclusive and binding on all parties.

## **16. MISREPRESENTATION/ FRAUD / BREACH OF TERMS AND CONDITIONS**

If it is discovered that the bidder/ purchaser has indulged in any of the following such as

- (a) Suppressed material facts,
- (b) Made false statements/ misrepresentation,
- (c) Indulged in fraud/ breach of conditions etc, then such bidder would be disqualified and completed transaction, if any, is also liable to be cancelled. In such an event, the bidder/ purchaser will not be entitled to any compensation or refund of any earnest money or any other amount paid.

## **17. ACCEPTANCE OF THE OFFER**

- a) Only the pre-qualified bidders shall be allowed to participate in the open-auction to be conducted for price bidding.
- b) The decision of the Bank/SBIIMS in this matter shall be final.
- c) The Bank/ SBIIMS reserves the right to reject any bid, including that from the highest bidder without adducing any reason for rejection of the bid.
- d) After approval of the acceptance of bid by the Bank/ SBIIMS, the bidder shall be informed of the same in writing, asking the successful bidder to deposit the required amount.
- e) The Bank would return the EMD received from the unsuccessful bidders within 30 days of the date of open-auction. The EMD of the unsuccessful bidders shall be returned without any interest on the same.

## **18. AMENDMENT OF BID DOCUMENTS**

The Bank has the right to modify the bid document, if found necessary. Such modifications would be advised to all the bidders in writing through appropriate channel or by publishing in Bank's website <https://sbi.co.in> and <https://bank.sbi> and the same shall be binding on all parties.

## **20. NOTE**

- a. Canvassing in any form would be a disqualification
- b. Any conditional offer is not acceptable to the Bank/SBIIMS and is liable to be rejected.
- c. Any offer must be made by filling in the specified bid forms which must be completed in all respects and all the documents required must be enclosed. Incomplete offers are liable to be rejected.
- d. Intending bidders are advised to go through the terms and conditions carefully and satisfy themselves about the extent of land, title of the property and any other documents related to the property before submitting their bids.
- e. The Bid shall be typed or written in indelible ink and the Bidder shall initial each page. All

the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

f. The bid envelope shall be superscribed as “**Application Bid form for Sale of Bank's property at Khaira, Distt. Chapra, Bihar – Pre-qualification Bid**”, and submitted to Circle head, SBI Infra Management Solutions Pvt. Ltd, 2<sup>nd</sup> Floor, SBI Patna Main Branch Building, West Gandhi Maidan, Patna-800001 on or before the due date and time specified for submission of tender. The details of the person/entity submitted the document i.e. Name, Address and Phone/ Mobile Number and E-mail ID of the Bidder shall be mentioned in the lower left corner of the main envelope. The envelope shall contain:

- i) Covering letter stating clearly the validity of the Bid as per the format enclosed at **Annexure-I, Annexure-II**, Pre-qualification bid document signed on each page as a token of acceptance of terms and conditions of bid document & DD towards tender fee amounting to Rs.5000/-(Rupees Five Thousand only) and EMD amounting to Rs.43,000/-
- ii) Duly executed power of attorney (as per the format enclosed at **Annexure-III**), if required. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

g. Bids shall be signed by a person or persons so authorized by the Bidder. In case of a legal entity, the Bid shall be signed by the person so authorized by the legal entity with its seal duly affixed. The Bids must be submitted with all the pages numbered serially along with index of submission. In the event any of the instructions mentioned herein have not been adhered to, the Bid is liable to be rejected without referring for any clarifications/ justification.

**ANNEXTURE-I**

**APPLICATION BID FORM**

SI No	Description	
1	Name of the Individual/ Firm/ Company/ HUF	
2	Country of Incorporation / Nationality (as applicable)	
3	Address	
4	Telephone No. including Mobile	
5	e-mail ID:	
6	Whether the applicant has a valid Digital Certificate	Yes/ No
7	Details of Authorised Signatory of the Bidder (a) Name (b) Designation (as applicable) (c) Address  (d) Mobile/Telephone No. (e) E-mail Address	
8	Details of PAN/ GST (enclose a copy)	
9	Banker's Name with address (enclose proof) Details of application fees	

10	Whether any action has been initiated against the bidder by any other Government, Statutory authority or judicial authority with regard to any violation of law or other financial irregularities.	Yes/ No (If yes, provide details thereof)
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The conditions stipulated by SBIIMS in its advertisement and notice in Bank's website <https://sbi.co.in> or <https://bank.sbi> for sale of property on "as is where is and whatever there is basis", are fully acceptable to me/ us. A copy of the Bank's website advertisement duly signed by me/us as a token of acceptance of the conditions laid down thereon is enclosed.

Name:

Signature (with seal, if any)

Place:

**Bid for Sale of Bank's owned landed property at Khaira**

I/We acknowledge and agree that:-

- (i) In case my/our bid is accepted and if I/we fail to pay the bid amount in the manner specified by SBIIMS/ Bank, the amount of Earnest Money Deposit and any further instalments/ deposits paid by me/us under this Bid shall stand absolutely forfeited by the Bank without assigning any reasons.
- (ii) This Bid is valid for a period of 180 days from the date of open-auction or such extended date as may be determined by the Bank.
- (iii) The terms and conditions of the bid Document are binding on me/us and I/We hereby unequivocally and unconditionally accept the same.
  
- (iv) The decision of the Bank concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for SBIIMS/ SBI to reject our Bid and / or to cancel the award of sale.

(Signature of the Bidder)

Full Name:

Designation (as applicable):

Name of the Company (as applicable):

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID  
(on a Stamp Paper of relevant value as applicable at place of execution)

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name & address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms. \_\_\_\_\_(name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_, whose signature is given below, as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the purchase of property of SBI, including, signing and submission of all Documents and providing information / responses to SBI/SBIIMS, representing us in all matters before SBI/SBIIMS, and generally dealing with SBI/SBIIMS in all matters in connection with our Bid. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

I Accept

\_\_\_\_\_(Signature)

(Name Title and Address of the Attorney)

(Signature)  
(Name, Title and Address)