



STATE BANK OF INDIA

PREMISES DEPARTMENT, 9TH FLOOR, STATE BANK BHAVAN,
NARIMAN POINT, MUMBAI – 21.

PART – A : TECHNICAL BID

**PURCHASE OF 3 BHK RESIDENTIAL FLATS IN MUMBAI FOR TOP EXECUTIVES OF
STATE BANK OF INDIA**

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

DATE : _____

“NO BROKERAGE WILL BE PAID TO ANY BROKER”

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NOTICE INVITING TENDERS

State Bank of India (herein after referred to as '**SBI / the Bank**'), having its Corporate Centre at Nariman Point, Mumbai invites two-bid e-tenders from reputed builders / developers or their POA holder / Authorised Agent for outright purchase of 3 BHK residential flats in Mumbai for its Top Executives. Preference will be given to ready built flats. Ready built flats mean flats complete in all respects and possession being given to the Bank within 4-6 months from the date of the Letter of Intent (LOI). All the necessary permissions and certifications from the concerned local authorities should be in place for occupation of the flats. The property should be registered with Real Estate Regulatory Authority (RERA) and should be free from all encumbrances and provisions of urban land ceiling act and the owner must have a clear and marketable title on the same. The flats likely to be ready for occupation with guaranteed possession and permanent water / electricity connection, **Occupancy Certificate (OC)** within **4-6 months** from the date of the LOI may also be considered at Bank's discretion. The location, area requirements (Carpet), the schedule of dates for pre-bid meeting and final submission of the bid etc. are tabulated for easy comprehension.

OC must be available within 6 months of LOI or within occupation date mentioned in RERA approval, whichever is earlier. Bidder is advised to submit all RERA approvals along with Bid.

The building and flats must be completed in all respect like completion of Civil and structural work up to top Mumty floor including terrace work, Installation and commissioning of lift including obtaining license from competent authority, lift machine room, its electrical connection, functioning of lift, laying of electrical wiring, electrical panels, switchboards, electrical meters etc. connection to all floors and NOC from electrical supply authority, Installation of all electrical fittings, testing and making them functional. Air-conditioners duct and system, running of AC plant, testing of cooling, etc. if offered by the Builder. Installation of all waterlines, sanitary and plumbing fixtures and testing of the same, Completion of flooring and dado work, ceiling, doors and windows, kitchen platform, modular kitchen, internal as well as external painting / façade as agreed, completion of drainage work, pathway, approach road work, municipal water connection, water tank (overhead and underground), electrical HT connection and compound development in all respect including all amenities as agreed.

During inspection / visit by the building committee, the committee will make assessment of the stage of progress of the building based of the above parameters to ensure that the Builder will be in a position to handover the possession of the flats within 4-6 months from date of LOI.

Separate offers should be given for flats located in Separate Locality/Complex

Detail requirements of flats

Flat Configuration	Carpet Area as per RERA norms	Nos. of Flats Required	Locations
3 BHK	1,550 sq.ft. (144 sq.mtr.)	15	In South Mumbai, up to Dadar on Central Line and Bandra on Western Line

Note:

- The offer with carpet area of flat of 1550 sq.ft. $\pm 10\%$ variation shall also be considered.**
- The Offers beyond above locations will not be entertained.
- Purchase can be made for more or less flats as mentioned above in more than one Complex depending upon the suitability / requirement as also the availability position thereof at that time. However, the minimum number of flats offered in one Apartment should not be less than 10.
- Combined flats (Jodi flats) system to meet the said requirement under the tender will not be entertained.

Schedule of Events:

SN	Particulars	Details
1	Name of Work	Purchase of 3 BHK Residential Flats in Mumbai for Top Executives of State Bank of India
2	Nature of Work	Outright purchase of ready built residential flats
3	Time allowed for Handing over the possession	4-6 Months from the date of Letter of Intent (LOI)
4	Earnest Money Deposit (EMD)	₹ 1,16,00,000.00 (Rupees One Crore Sixteen Lakh Only) by means of Demand Draft / Bank Guarantee, as per Annexure – ‘XI’ format, (Valid for a period of 180 Days from the last date of submission of the tender) from any Scheduled Commercial Bank (except State Bank of India) drawn in favor of State Bank of India payable at Mumbai. Validity can be extended mutually.
5	Retention Money	2.5% of the contract value which is inclusive of EMD.
6	Date of availability of tender documents	From 25/05/2022 to 30/06/2022 up to 15:00 on Bank’s Website: https://bank.sbi/web/sbi-in-the-news/procurement-news and e-Tender Portal: https://etender.sbi/SBI/
7	Last date and time for receipt of written queries for clarification from bidders in Pre-bid meeting	By 17:00 on 07/06/2022 on email – dqmpremises.cc@sbi.co.in Note: The intended bidders, along with queries as per format in Annexure – ‘XIII’, have to mail the details of authorized representative viz name, mobile no., e-mail id along with authorization letter from the bidder.
8	Pre-Bid Meeting (Virtual)	At 15:00 on 10/06/2022 through Microsoft Team / WebEx preferably. (Max. Two representatives per bidder will be allowed to participate). Pre-Bid queries, if any, will be posted on Bank’s website and e-tender portal by 15/06/2022. (Only written queries submitted by the bidders till stipulated date and time will be discussed and clarified in the meeting)

SN	Particulars	Details
9	Date & time for submission of EMD (in original)	From 25/05/2022 to 30/06/2022 by 15:00 at address as mentioned in point no.: 15 of the NIT. Note: It is sole responsibility of the bidder to ensure submission of the EMD in original by stipulated date and time at specified address failing which they will not be eligible to participate in E-tendering.
10	Date & time for submission of online Technical and Price Bid	From 25/05/2022 to 30/06/2022 by 15:00 To be submitted online on e-tender portal – https://etender.sbi/SBI/
11	Date and Time of opening of Online Technical Bid	On 30/06/2022 at 16:00 on e-tender portal – https://etender.sbi/SBI/ .
12	Date and Time of opening of e-Price Bid.	The price bid of only those bidders will be opened who are found eligible in the Technical Bid scrutiny. Date and time shall be advised separately in due course.
13	Selection procedure	Techno-commercial evaluation by assigning 60% weightage for technical parameters and 40% weightage for price bid. The discretion of Bank will be final and binding to all in respect of finalising parameters on which technical bids will be analysed.
14	Contact Person of e-tender Service Provider for any clarifications regarding e-Tendering procedure, system requirements, digital signature etc.	i. Geeta Gautam – 079-68136814, 7990334460 geeta@auctiontiger.net ii. Sujith - 7940270579, sujith@eptl.in iii. Pooja Shah – 9328931942, pooja.shah@eptl.in iv. Khushboo Mehta – 9510813528, 9081000427, Khushboo.mehta@eptl.in v. Other Contact details: +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566 e-mail: etender.support@sbi.co.in
15	Address for Communication	Dy. General Manager (Premises), State Bank of India, Premises Department, 9 th Floor, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai – 400 021. Contact No.: 022-22740918 Email: dgmpremises.cc@sbi.co.in
16	Validity of offer	180 days from the last date of submission of bids
17	Defects Liability / Warranty period	1-year from the date of actual handover to the Bank. (A sum equivalent to 2.5% of the total contract deal shall be deducted from the final payment as Retention money).
18	Liquidated Damages / Penalty	0.50% per week subject to maximum 5% of contract value for delay in handing over the building with complete formalities as requested by the Bank.
19	Submission of Technical Bid (Hard Copy)	In addition to submission of Online Technical Bid as well as Financial Bid, the Bidder is also required to submit the whole technical bid with all supporting documents spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this Office with a forwarding letter by 16:00 hrs on 30/06/2022 at

SN	Particulars	Details
		the address as mentioned at Sr. no. 15. Failure to submit the Technical Bid in hard copy will automatically disqualify the bidder for further consideration.

20. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online tendering

21. No conditions other than mentioned in the tender will be considered.

22. SBI reserves their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

23. Priority will be accorded to the offer by the Public Sector Banks / undertakings or Govt. Depts., provided Bank's requirements and rates thereof are in consonance with extant rules of the Bank / CVC.

24. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

25. Tenders received without EMD in original shall be summarily rejected and Online Financial Bids of such tenders shall not be opened.

26. Canvassing in any form will disqualify the bidder. No Brokerage will be paid to any broker.

27. Addendum / Corrigendum, if any, will be published on Bank's website and e-tender portal only. Prospective Bidder while submitting their bid must take into consideration all the Addendum / corrigendum published by the Bank.

Yours faithfully,

Dy. General Manager (Premises)



INSTRUCTIONS TO BIDDER

1. Purpose:

Outright purchase of ready built 15-3BHK residential flats for the use of SBI's Top Executives.

2. Invitation:

Builders / Developers themselves or through their POA Holder or Authorised Agent desirous to sale flat as per requirement provided in Notice Inviting Tenders are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the Successful Bidder will be entirely at the Bank's discretion. We seek proposals adhering to the Bank's requirements in this tender. If the builder / developer wants to participate in the tender through their authorized agent or POA holder then offer from only one authorized agent or POA holder per building will be entertained. The POA duly stamped and registered/notarized should be submitted. If Bank receive offer from more than one agent / POA holder for same building, then such bids (all the bids) will be summarily rejected.

This Tender document is not an offer by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of the Bank with the Successful Bidder.

3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

'Employer / Bank' means State Bank of India, Premises Department having its Office at 9th Floor, State Bank Bhavan, Nariman Point, Mumbai - 400 021 and includes its representatives, successors and assigns.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'IEM' means Independent External Monitor appointed by the Bank to monitor entire tender process till final completion of the contract for compliance with the Integrity Pact by all the parties concerned in the contract.

'Bidder / Bidder' means an eligible entity / firm / seller submitting the Bid in response to this RFP.

'Bid' means the written reply or submission of response to this RFP.



‘Responsive Bid’ means a bid which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation

‘Sale Agreement / Deed’ means the agreement executed and registered between the Bank and the successful Bidder, as recorded in the contract form signed by the authorized representatives of parties, including all attachments and appendices thereto and all documents incorporated by reference therein by which conveyance of title takes place.

‘Builder / Developer’ means the entity who intends to sell the constructed flats.

‘POA Holder / Authorised Agent’ means person (legal / natural) authorized by the Builder / Developer to participate in the tender on their behalf. The POA duly stamped and registered / notarized should be submitted.

Carpet area: Carpet area will be measured in Sq ft as per RERA carpet area and the payable price shall be arrived on the basis of quoted rate per unit carpet area based on RERA 2016 carpet area norms including all inclusions offered along with property.

‘Contract value’ means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

‘Month’ means calendar month.

‘Week’ means seven consecutive days starting from Monday.

‘Day’ means an English calendar day.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and any reference to masculine gender shall include feminine gender and vice versa.

4. Governing Language:

The governing language shall be English.

5. Disclaimer:

- i. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- ii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

- iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- iv. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice / clarifications from us by email (email id: dgmpremises.cc@sbi.co.in) prior to Pre-bid meeting. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- v. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- vi. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vii. The Bidder is expected to examine all instructions, forms, terms, and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- viii. Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of its bid.

6. Bid Integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including accompanying documents, will become property of STATE BANK OF INDIA and the documents/drawings/copies of approvals etc. will not be returned to the Bidder under any circumstances.

Integrity Pact: Bidders shall note that the integrity pact as per Annexure – 'VIII' will have to be submitted by them along with the technical Bid and same will be valid for successful bidder for a period of 5 years after the last payment under the respective contract and for all other Bidders 6 months after the LOI has been issued and accepted by successful bidder.

In accordance with the compliance of adoption of Integrity Pact (As per CVC order No.41/12/07) Bank has appointed undernoted Independent External Monitor (IEM) to

monitor and review the entire tendering and procurement process. The details of the IEMs are as under:

NAME	Ms. Minnie Mathew	Dr. Parvez Hayat
CADRE	IAS (Retd.)	IPS (Retd)
ADDRESS	20, Suryanagar, Karkhana Secundrabad-500009	B-4/69-A, Safdarjung Enclave, New Delhi- 110029
E-mail ID	minniemathew635@gmail.com	phayatips@gmail.com

They will review independently and objectively whether and to what extent both parties have complied with their obligation under Integrity Pact.

7. **Mandatory Requirement of Flats / Minimum Eligibility Criteria:**

Flat Configuration	Carpet Area as per RERA norms	Nos. of Flats Required	Locations
3 BHK	1,550 sq.ft. (144 sq.mtr.)	15	In South Mumbai, up to Dadar on Central Line and Bandra on Western Line

➤ **Statutory and Other Requirement:**

- Must be ready built flats and possession being given to the Bank within 4-6 months from the date of the LOI.
- The property should be registered with Real Estate Regulatory Authority (RERA) and should be free from all encumbrances and provisions of urban land ceiling act and the owner must have a clear and marketable title on the same.
- All the necessary permissions and certifications from the concerned local authorities like Commencement Certificate, Occupation Certificate, Structural Stability Certificate, Fire NOC, should be in place for occupation of the flats.
- The flats likely to be ready for occupation with guaranteed possession and permanent water / electricity connection, Occupancy Certificate within 4-6 months from the date of the LOI may also be considered at Bank's discretion.
- Buildings more than 5 years old as on 30th April 2022 will not be considered for the further process. The age of the building will be decided based on date of issue of Completion Certificate.
- The bidder should have completed similar work satisfactorily during last 7 years (as on 30.04.2022), 3 projects of 46 Cr. each or two work of 58 Cr each or one work of 93 Cr. Client / Architect certificate in this regard must be attached.
- Minimum Electrical load per flat should be 3 phase 7.5KW
- Passenger and luggage lifts as per the guidelines of National Building Code and local byelaws.
- Provisions of installations of ACs in all rooms with drainpipe, copper pipe and power point.

➤ **Facilities and Amenities to be Provided:**

- At least one car parking per flat mandatory
- 24 hrs. water and power supply
- Proper firefighting and security arrangements

- iv. Proper sanitary / sewerage system with provision to keep building waterlogging free during monsoon.
- v. Property with Gymnasium / Swimming Pool / Jogging Track / Playground / Garden / Club House etc. will be preferred.

Note:

- i. **The offers with carpet area of flat of 1550 sq.ft. $\pm 10\%$ variation shall also be considered.**
- ii. The Offers beyond above locations will not be entertained.
- iii. Purchase can be made for more or less number of flats as mentioned above in more than one Complex depending upon the suitability / requirement as also the availability position thereof at that time. However, the minimum number of flats offered in one Apartment should not be less than 10.
- iv. Combined flats (Jodi flats) system to meet the said requirement under the tender will not be entertained.

8. Measurement of Carpet Area as Per RERA:

Joint measurement of the actual carpet area of the flat offered will be done as per THE REAL ESTATE REGULATORY AUTHORITY (RERA) 2016 norms and the cost of the flat will be arrived accordingly.

The carpet area of a flat alone will be measured at its floor level by measuring the net usable floor area of a flat excluding the area covered by the external walls, staircases, murties, entrance lobbies, pump room, outside passage, refuge area, door jambs, ducts area under services shafts, exclusive balcony or verandah area, flower beds, void spaces and exclusive open terrace area. Please note that the expression "exclusive balcony or verandah area" means the area of the balcony or verandah as the case may be which is appurtenant to the usable floor area of an apartment, meant for the exclusive use of the allottee. "Exclusive terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee. Common area will not be measured. Common area means:

- i. The entire land for the real estate project or where the project is developed in phases and registration under the RERA act is sought for a phase, the entire land for that phase.
- ii. The staircases, lifts, lift lobbies, fire escapes and common entrances and exit of building.
- iii. Common basement, terraces, parks play areas, parking area and common storage spaces.
- iv. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- v. Installation of central services such as electricity, gas water and sanitation, air-conditioning, system for water conservation, composting and renewable energy.
- vi. The water tanks, sump, motors, fans compressors, ducts and all apparatus connected with installations for common use.
- vii. All community and commercial facility as provided in the real estate project.
- viii. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

- ix. The cost of the flat will be decided based on the joint measurement of the actual carpet area at the site as per RERA norms as stated above.

9. Eligibility Criteria:

This Bid is open to all Bidders who meet the minimum eligibility criteria as per clause no. 7 of Instructions to the Bidder and technical parameters for selection as per annexure – ‘VI’.

The Bidder should be competent to Bid and enter into contract as per applicable laws in India.

The Bidder should not have been blacklisted from participating in any tender issued by Government or Statutory bodies. A self-declaration needs to be submitted as per Annexure – ‘X’.

10. Clarifications & Amendments on RFP:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing at the address / by e-mail (email id: dgmpremises.cc@sbi.co.in), within the time and date stipulated in the schedule of Event of NIT. No queries / clarifications shall be sought by telephone call.
- ii. A pre-Bid meeting will be held virtually / online on the date and time specified in the NIT which may be attended by the two authorized representatives of the Bidders interested to respond to this RFP.
- iii. The intended bidders have to mail the details of authorized representative viz name, mobile no., e-mail id along with authorization letter from the bidder at dgmpremises.cc@sbi.co.in, who will attend the meeting. No queries will be entertained after Pre-Bid meeting.
- iv. The queries received from interested bidders in writing by email to us email id: dgmpremises.cc@sbi.co.in will be replied by the Bank thereof (without identifying source of query) will be posted on the e-tender portal.
- v. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank’s website and e-tender portal regularly till the date of submission of Bid document specified in the Schedule of Events / email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments / clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the

deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking any clarification(s) and / or amendment(s) into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is or will be, as the case may be, intended to relieve Bidders from forming an independent understanding in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- vi. No request for change in terms and conditions, other than what may be carried by the Bank way of any addenda / corrigenda or clarifications issued in connection thereto, will be entertained. Queries in this regard, will not be entertained.
- vii. Bank is not responsible for non-receipt of bids within stipulated time and dates due to reasons including postal / courier delays or holidays.
- viii. The Bank shall have the right to cancel the tender process at any time prior to award of contract, without thereby incurring any liabilities to affected bidders.
- ix. Any changes in RFP including amendments in bid submission dates, corrigendum will be posted on e-tender portal. No notice / communication in this regard will be done through print media additionally.

11. Contents of Bid Document:

All the parts of this tender documents i.e., Tender Notice, General Condition of the Contract and Instructions to the Bidders, Offer Letter, Annexures etc. shall constitute part of the contract document

- i. The Bidder must thoroughly study / analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect, will be at the Bidder's risk and responsibility and the same may result in rejection of its Bid.
- iii. The Bid documents prepared by the Bidder, as well as all correspondences relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. All the required documents should be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- v. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- vi. The Bank will examine the Bids to determine whether they are complete, required

formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

12. Submission of Technical Bid:

- (i) The bidders are advised to furnish the details in 'Bidder Response' tab of bidding form (The format of bidding form will be as per Annexure – 'III') and upload required documents online on e-tender portal before the end date and time of submission of bid as mentioned in the NIT hereinabove. All the required documents should be signed / stamped by the authorized person(s) before uploading on e-tender portal.
- (ii) The technical Bid is to be accompanied by:
 - a. Bid covering letter on the lines of Annexure – 'II' on Bidder's letter head mentioning/confirming the following:
 - i. Mentioning details of EMD submitted.
 - ii. Certifying that the period of the validity of the Bid is as per terms of this RFP/BID DOCUMENT
 - iii. Confirming that the Bidder has quoted for all the items/services mentioned in this RFP/BID DOCUMENT in their Price Bid
 - iv. Confirming that they agree with all the terms and conditions mentioned in the RFP/BID DOCUMENT
 - v. Confirming that the Bidder including his/its employees and agents shall not disclose Bank's identity or the requirement brief and the terms offered in this document or the discussion hereafter in the open market or media; that the contents of this offer shall remain strictly confidential between the two parties.
 - vi. Confirming that specific response with supporting documents in respect of all requirements of the Bank have been submitted/shall be submitted (as applicable) including annexures.
 - b. Proof of payment of Earnest Money Deposit (EMD) as specified in the Schedule of Events.
 - c. A certified copy of the Board Resolution or letter of authority or the Power of Attorney showing that the signatory has been duly authorized to sign and submit the Bid document.
 - d. An undertaking from the bidder as per Annexure 'IV', Integrity Pact as per Annexure – 'VIII', Non-disclosure agreement as per Annexure – 'IX', Self-declaration of non-blacklisting as per Annexure – 'X' and Undertaking for NOC from Society as per Annexure – 'XII'.
 - e. Copy of registered lease Agreement between the Bidder and the landowner(s) in case the land is on leasehold basis.
 - f. Nature of right over the property/status and ownership of the property and

details of title over the property - copies of the supporting documents to be attached. Copy of Title report shall be enclosed and in case the bidder is successful Bank will obtain title report from its own panel Advocate to satisfy itself regarding title of the property.

Depending on response, Bank may decide obtaining Title Report and Valuation Report from its own panel Advocates and Valuers respectively for all the bidders or Top 5 Technical Scorers.

- g. Power of Attorney/Consent from the owner/majority stake owner, if the Bidder is not the owner of the property
- h. Site Plan, approved layout and building plans from statutory body, drawings, commencement certificate and photographs of the premises.
- i. Copy of the occupancy Certificate, if not available then to be submitted within 3 months from the date of issue of LOI. Certificate of stage of construction from the architect which will contain specific clause relating to time required for obtaining occupancy certificate and undertaking that all compliances related to occupancy/ completion certificate is submitted to govt authorities.
- j. Structural Stability Certificate (Earthquake Resistant Building), that is, certificate obtained from a licensed Structural Engineer registered through local applicable authority (MMRDA/MCGM) about the structural stability of the building stating that the construction is in tune with the established standards and is safe, strong and stable. A detailed report to be submitted by successful bidder.
- k. List of amenities provided/to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of lifts (with valid lift licenses), finishes of staircase, numbers & capacities of transformers, generators, UPS etc.
- l. Evidence of generator power back-up for electrical supply for lighting and other electrical equipment for connected load.
- m. NOC from Society as applicable.
- n. Fire safety clearance certificate / NOC from Appropriate authority, if not available then to be submitted within 4-6 months from the date of issue of LOI along with the occupancy certificate
- o. Municipal documents and bills as applicable (water bills, property tax, electricity bills)
- p. Please also note that:
 - i. The Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
 - ii. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder company.

- iii. Qualified bidder will be required to submit Structural design set and services design set in AutoCAD format along with Soil investigation report, and STRAAD or E-TAB Model as the case maybe before sale deed.
- iv. Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and the price bid of such bidder will not be opened.
- v. The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post or will be handed over to the bidders' representative on production of authorisation letter from the bidder. No interest will be paid on EMD.

13. Submission of Price Bid:

- (i) The bidders are advised to offer their quotes online in Price Bid Form on e-tender portal before the end date and time of submission of bid as mentioned in the NIT. The format of price bid is as per Annexure – 'XIV'.
- (ii) The rate should be quoted in Indian Currency (₹) only.
- (iii) Bidders shall quote rate and amount excluding GST, registration and stamp duty charges. GST as applicable will be paid separately.

14. Cost of Bid Document:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, procurement of digital signature, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

15. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD of **₹ 1,16,00,000/- (Rupees One Crore Sixteen Lakh only)** in Original within stipulated date and time. Scanned copy of the same needs to be uploaded along with Online Technical Bid.
- ii. Any Bid not accompanied by EMD for the specified amount shall be rejected summarily.
- iii. EMD can be paid through DD / BG modes as detailed below, mode-wise:
 - a. Demand Draft (DD): favoring "State Bank of India" payable at Mumbai, tenure can be extended mutually.
 - b. Bank Guarantee (BG) from a Scheduled Commercial Bank (except SBI):

Bidder must ensure validity of BG till 180 days from last date of submission of technical bid and extendable with mutual consent. If any bidder does not convey his acceptance for such extension, his bid will not be processed further.

- c. DD/BG are to be sent by post (or hand delivered) on the address of communication given in Schedule of events in such manner as to reach the addressee on or before the specified time on the last date of submission of the Bid as given in the Schedule of events. Scanned copies are to be uploaded with the Technical Bid documents on the e-tendering portal.

DISCLAIMER: Bank shall not be held responsible for delay in delivery or loss of the post in transit.

- iv. The EMD of the non-qualified Bidders shall be returned within 45 days from the date of opening of price bids and no interest in whatsoever manner shall be payable. The EMD of successful Bidder will be retained till handover of the property and no interest shall be payable in whatsoever manner.
- v. The EMD shall be forfeited provided:
 - a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP/BID DOCUMENT; or
 - b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract.
 - d. If the successful bidder fails to submit the mandatory documents required as per this RFP/ BID in stipulated time, the EMD shall be forfeited.
 - e. If EMD is forfeited for any reasons mentioned above, the concerned Bidder shall be prevented from participating further in this RFP/BID DOCUMENT.

16. Bid Evaluation:

All the offers received will be screened and shortlisted by the in-house Screening Committee of the Bank based on the requirement specified and the details submitted by the bidder, if required by carrying out inspection of the offered sites. All such shortlisted offers will be further inspected and examined by the **Building Committee** of the Bank and will be further evaluated on the qualitative aspects in various parameters like locational factor, distance from advertised area, distance from nearest local railway station, amenities available, exclusivity, nearby surroundings, proneness to water logging / flood etc., quality of construction, efficacy of internal layout of flats and layout of buildings in complex and reputation of the builder etc. as given in the Annexure – ‘VI’. However, the decision of building committee in respect of assigning score on the basis of parameters will be binding to all the builders and the same will not be challengeable. The payment terms and the stages of its release are given in Annexure – ‘VII’. The ratio of the weightages to be assigned to the qualitative aspects as mentioned above and to the rate / price quoted in the price bid will be in the ratio of 60% and 40% respectively as mentioned in Annexure – ‘VI’. With a view to bring all the offers on common platform / payment terms etc. if required, SBI at its discretion can call further price bids from all such shortlisted bidders. The offers will be arranged in order of merit based on the marks secured. The requirement of flats will be met from the offers according to their inter-se



merit position starting from number one first. The Bank also reserves the right to accept or reject any or all the offers or part of the offers without assigning any reasons there for.

17. Period of Validity of Bids:

- i. Bids shall remain valid for 180 days from the date of submission of bid.
- ii. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- iii. The Bid validity / may be extended at the discretion of the Bank and If any bidder does not convey his acceptance for such extension, his bid will not be processed further and will be liable for rejection.

18. Award Criteria:

- i. The Bank will notify acceptance by LOI to successful Bidder.
- ii. The Selected Bidder has to return the duplicate copy of the LOI to the Bank within 7 working days, duly accepted, stamped and signed by authorized signatory in token of acceptance along with Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter/ LOI and contract should be submitted. The acceptance shall be unconditional and irrevocable.
- iii. The notification of award and acceptance thereof shall constitute the formation of the contract.
- iv. Until the execution of a formal Agreement, the Signed Bid document, together with the Bank's notification of award (LOI) would constitute a binding contract between the Bank and the successful Bidder.
- v. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

19. Execution of Agreement and Handing Over of Property:

- i. The successful Bidder shall be required to enter into a Sale deed/Agreement as per format mutually approved by the Bank and the Builder, within 90 days of issue of LOI by the Bank or within such extended period as may be decided by the Bank.
- ii. Expense towards Stamp Duty and Registration Charges in connection with the execution of the Sale Agreement as a result of this RFP/BID DOCUMENT process

shall be borne by the Bank. Necessary co-ordination with the Sub Registrar's Office to be done by the Bidder and it will be responsibility of the bidder to provide details of the stamp duty required as per the ready reckoner rate. All incidental expenses, if any, in this regard other than stamp duty and Registration Charges are to be borne by the Bidder. The bidder would have to submit necessary Income Tax clearance at the time of registration of sale deed

- iii. The vacant and peaceful possession of the property shall be handed over with the execution and registration of the sale agreement.
- iv. No dues (society or statutory taxes) shall be outstanding at the time of handover of the property by the successful Bidder. The supporting documentary evidence of all receipts shall be submitted in this regard by the successful Bidder (last paid receipts of property tax, water tax, NOC regarding society dues in case there is an existing society, or society formed by developers, etc. if any).

The Bank will hold 2.5% of the contract value for a defect liability period of 12 months after handover of the property against any structural & constructional issues.

20. The Bank's Right to Accept Any Bid and Reject Any or All Bids:

Submission / receipt of the Bid does not constitute acceptance of the said offer by the Bank. The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without assigning any reason and/or incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action/assign any reason whatsoever of the Bank's action and decision of SBI in this regard shall be final and binding.

21. Limitation of Liability:

Under no circumstances the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising due to rejection of Bid/s.

With regard to the liability of the Bidder, the limitation of liability shall not be confined only to loss suffered by the Bank arising out of fraud, misrepresentation or breach of confidentiality obligations perpetrated by the Bidder and, in such cases, the claim lodged (by the Bank) shall be equivalent to actual loss suffered by the Bank or as may be quantified/imposed or ascertained by a competent Authority (Statutory or Judicial).

22. Indemnity:

The Successful Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses,



liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of the Bank's authorized/bona fide use of the property purchased from the Bidder under this RFP/BID DOCUMENT.

23. Fraud & Corrupt Practices:

The Bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Bidding Process.

Notwithstanding anything to the contrary contained herein, the Bank shall reject an application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process

If a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP/BID issued by the Bank for a period of 5 (five) years from the date when such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:

- a. "Corrupt Practice" means
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
 - ii. engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the letter of authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the property or the letter of authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the property;
- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding

Process.

- c. “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.
- d. “Undesirable practice” means 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;
- e. “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.

24. Force Majeure:

The Bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other pandemic/epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank within 15 days in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform his obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

25. Applicable Laws:

The contract shall be governed by Indian laws and subject to the exclusive jurisdiction of courts at Mumbai.

26. Taxes & Duties:

- i. The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- ii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax/GST that may be levied in India on income and profits made by the Bidder in respect of this contract.

27. Compliance With Laws:

- i. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- ii. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP/BID DOCUMENT under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- iii. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

28. Non-Disclosure Agreement:

- i. The selected Bidder shall submit a signed Non-Disclosure Agreement (NDA), as per Annexure – ‘IX’ and be bound by it.
- ii. The Bidder shall treat all documents, information, data and communication received from the Bank as privileged and confidential and shall not disclose the details of Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank in connection therewith, without prior written consent of the Bank.

29. Set-Off:

- i. Without prejudice to other rights and remedies available to the Bank it shall be entitled to earmark, set-off or adjust any amounts due to the Bank, under any clause

of the RFP/BID DOCUMENT, from the selected Bidder against payments due and payable by the Bank to the selected Bidder/Service Provider.

- ii. If any dues are found pending/ not paid, by the successful bidder, after the execution of sale deed, the sum will be recovered from the retention money and the successful bidder would have to replenish the amount paid by the bank.
- iii. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

30. Ownership Of Documents & Data:

- i. In the event of awarding the contract to the successful bidder, the chain of title of Ownership, patent rights, legal rights of the documents/drawings/blueprints etc., prepared by or for the Bidder arising out of or in connection with this Contract shall vest with Bank and the successful bidder shall relinquish the rights associated with those documents/drawings/blueprints etc.
- ii. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Bank, the Bidder shall deliver all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Bank at no additional cost.
- iii. The Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such documents.

31. Liquidated Damages:

In case of default in handing over premises to the Bank within the stipulated period / authorized extended period, liquidated damages @ 0.5% per week subject to a maximum of 5% of the deal value will be charged to the successful bidder by the Bank.

32. Defect Liability Period:

A sum equivalent to 2.5% of the total value of deal shall be deducted from the final payment to the bidder as Retention Money and shall be paid after the defect's liability period of 12 months, on rectification and making good all the defects noticed during the defect's liability period.

BUSINESS RULE DOCUMENT FOR E-TENDERING

ONLINE E-TENDER FOR PURCHASE OF 3 BHK RESIDENTIAL FLATS IN MUMBAI FOR TOP EXECUTIVES OF STATE BANK OF INDIA

(A) Business rules for E-tendering:

1. Only Service Providers who fulfilled the prequalification criteria shall be eligible to participate.
2. Bank will engage the services of an e-tendering Service Provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering Service Provider, the Bank will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through Service Provider for compliance.
5. Bidders have to send by email, the compliance form in the prescribed format (provided by Service Provider), before start of e-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on the scheduled date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the items listed in the tender.

(B) Terms & Conditions of E-tendering:

Bank shall finalize the tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd. has been engaged by the Bank as an authorized Service Provider. Please go through the guidelines given below and submit your acceptance to the same along with your bid.

1. E-tendering shall be conducted by the Bank through M/s. e-Procurement Technologies Ltd., on pre-specified date. While the bidders shall be quoting from their own offices / place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. In the event of failure of their internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they can circumvent such situation and still be able to participate in the e-tendering successfully.

3. Failure of power at the premises of the bidder(s) during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this, the time for the e-tendering will not be extended and the Bank shall not be responsible for such eventualities.
4. M/s. e-Procurement Technologies Ltd., Ahmedabad shall arrange to train bidders' nominated person(s), without any cost to the bidders. They shall also explain bidders all the rules related to the e-tendering. Bidders are required to give their compliance on it before start of bid process.
5. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in online e-tendering.
6. BID PRICE: The bidder must quote the rate as per the tender document provided by the Bank or their appointed Architect.
7. VALIDITY OF BIDS: The bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
8. Procedure of E-tendering:

Online e-tendering:

- a) The Technical as well as Price Bids will be available on the e-tender portal during the period specified in the NIT.
 - b) In the price bidding form, made available in the e-tender portal, the bidders will be required to fill-in their item-wise rates for each item.
 - c) The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - d) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - e) In case, the bidder(s) fails to quote their rates for any one or more tender items, their tender shall be treated as ***"Incomplete Tender"*** and shall be liable for rejection.
9. LOG IN NAME & PASSWORD: Each bidder is assigned a Unique Username & Password by M/s. e-Procurement Technologies Ltd., Ahmedabad. The bidders are requested to change the password after the receipt of initial password from M/s. e-Procurement Technologies Ltd., Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Successful Bidder backs out or fail to complete the work as per the rates quoted, the Bank shall be at liberty to take action as deemed necessary including de-paneling such bidders and forfeiting their EMD.

11. At the end of the e-tendering, the Bank will decide upon the winner. The Bank's decision on award of contract shall be final and binding on all the bidders.
12. Bank shall be at liberty to cancel the e-tendering process / tender at any time, before ordering, without assigning any reason.
13. Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14. Other terms and conditions shall be as per your technical and commercial offers and other correspondences till date.
15. OTHER TERMS & CONDITIONS:
 - a. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - b. The bidder shall not divulge either his bids or any other exclusive details of the Bank to any other party.
 - c. Bank decision on award of contract shall be final and binding on all the bidders.
 - d. Bank reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.
 - e. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad shall not have any liability to the bidders for any interruption or delay in access to the site irrespective of the cause.
 - f. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad is not responsible for any damages, including damages that result from, but are not limited to negligence.
 - g. Bank or its authorized service M/s. e-Procurement Technologies Ltd., Ahmedabad will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the following Process Compliance Statement duly signed to M/s. e-Procurement Technologies Ltd., Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

M/s. e-Procurement Technologies Ltd.
B-704, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006.

TENDER FOR PURCHASE OF 3 BHK RESIDENTIAL FLATS IN MUMBAI FOR TOP EXECUTIVES OF STATE BANK OF INDIA

Dear Sir,

This has reference to the terms & conditions for the e-tendering mentioned in the tender document, this letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the e-tendering as mentioned in RFP of the Bank as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that the Bank and M/s. e-Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We hereby confirm that we will honour the bids placed by us during the e-tendering process.
- 7) We confirm that we are the Service Providers/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the tender, we hereby authorise the Bank to disqualify/reject our tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on sujith@eptl.in

BID COVERING LETTER

(The bidders are required to print this on their company's letter head and sign, stamp before submitting)

The Dy. General Manager (Premises),
State Bank of India,
Premises Department,
Corporate Centre,
Nariman Point, Mumbai – 21.

Dear Sir,

TENDER FOR PURCHASE OF 3 BHK RESIDENTIAL FLATS IN MUMBAI FOR TOP EXECUTIVES OF STATE BANK OF INDIA

1. I / We have examined the above RFP/BID DOCUMENT, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank. I / We shall abide by the terms and conditions spelt out in the RFP/BID DOCUMENT. I / We shall participate and submit the price Bid on the date advised to us on M/s EPTL Portal.
2. While submitting this Bid, I / We certify that:
 - a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b. Prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP/BID DOCUMENT for the purpose of restricting competition.
 - c. The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP/BID DOCUMENT.
 - d. I / We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - e. The rate quoted in the price bids are as per the RFP/BID DOCUMENT and subsequent pre- Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
3. If our offer is accepted, I / We undertake to hand over the vacant and peaceful possession of premises to the Bank as specified in this RFP/BID DOCUMENT.
4. I / We agree to abide by all the terms and conditions of this RFP/BID DOCUMENT, and the rates quoted therein by us for the premises to be provided to the Bank will be valid up to the period prescribed in the Bid, which shall remain binding upon us
5. I / We certify that I / We have not made any changes from the contents of the RFP/BID DOCUMENT read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
6. It is further certified that the contents of our Bid are factually correct and that we have quoted for all the items/services mentioned in this RFP/BID DOCUMENT in our price Bid. I / We also accept that in the event of any information / data / proving to be incorrect, the Bank will have the right to disqualify us from the Bid.



7. We, including our employees, agents and Bidders undertake that we would not disclose SBI's identity or requirement brief and the terms offered in this document or discussion hereafter in the open market or media or any third party.
8. I / We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
9. If our Bid is accepted, I / We undertake to enter into and execute, when called upon by the Bank to do so, a contract as per the RFP/BID DOCUMENT and I / We shall be jointly and severally responsible for the due performance of the contract.
10. We understand that the name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
11. We confirm that specific response with supporting documents in respect of all requirements of the Bank have been submitted as per RFP. The document which needs to be submitted in case we become successful bidder shall be submitted (as applicable) as per the terms of RFP.
12. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP/BID DOCUMENT.
13. Documentary evidence of payment of EMD vide DD no _____ date _____ drawn from _____ Branch of _____ Bank payable at _____ or BG issued by _____ Bank bearing BG no _____ dated _____) along with other documents required as per the RFP/BID DOCUMENT are attached.
14. Our Bid shall remain valid for 180 days from last date of submission of bid.

Dated this day of.....2022

(Signature) (Name)

(In the capacity of)

Duly authorised to sign and Bid for and on behalf of

Seal (in case of registered entity) with date below the signature

TECHNICAL BID FORM

(FOR REFERENCE ONLY; TO BE FILLED ONLINE IN E-TENDER PORTAL)

SN	Particulars	Bidder's Response
1	Reference No. NOTE: The Reference No. to be filled up by the tenderers for the particular flat no. offered and shall be quoted in the Price Bid also.	
2.	Details of Tenderer / Firm / Builder / Owner	
2.1	Name of the Owner / Co. / Firm / Promoters, etc.	
2.2	Full Postal Address with contact number and e-mail Id	
2.3	Name of Contact Person duly authorized and his mobile / phone number and e-mail Id	
2.4	EMD details Amount (Rs.): Demand Draft / BG No.: Name of the Bank: Date:	
2.5 (a)	Status of tenderer / firm: (Whether Proprietary / Partnership / Pvt. Ltd. / Public Ltd. etc.)	
2.6 (b)	Mention turnover of the Company during last three financial years	2018-2019 : 2019-2020 : 2020-2021 :
2.6 (c)	Copy of registered development agreement between Builders (Tenderer) and the Landowners in case the land does not belong to the Builders (Tenderer)	
2.7 (a)	Real Estate Regulatory Authority (RERA) registration number	
2.7 (b)	Goods and Service Tax number (GST)	
2.8	Marketability of Title of the Tenderer	
3.1	Solicitor's / Advocate's name & address along with Phone / Mobile / Fax nos. and e-mail Id	
3.2	Detailed report of the Solicitor / Advocate for marketability of titles is to be enclosed:	
4.1	Name of the Building Offered	
4.2	Address of the Building	

4.3	Usage of property (As approved by Competent Authority)	Residential / Commercial / Residential & Commercial / Industrial
4.3	Whether the proposal is for sale of Residential flats in a multistoried building: No. of floor levels in the building	
4.4	At which floor, the premises (flats) are offered. If required, separate list can be attached for 4.5 to 4.6	
4.5	No. of residential flats offered in the building	
4.6	Area of premises offered per flat	
a)	Total Carpet Area of all the flats offered as per RERA	Sq.ft.
b)	Whether the Carpet Area of the flat mentioned above is in accordance with the mode of measurements specified by SBI under clause 8 of Instructions to Bidder	
4.7	Age / Condition of the construction / Building	
4.7.1	Newly constructed within 5 years (Completion and Occupation Certificate with date to be enclosed)	
4.7.2	Old construction – Mention year of completion (As given in Completion / Occupation Certificate)	
4.7.3	Under construction – Mention stage of Construction	
4.7.4	Time period required to complete the construction (in case of 4.7.3 above)	
4.7.5	Date on which all the flats on offer can be handed over to the SBI after finalization of the deal.	
4.8	Specification of the construction materials used (May use separate annexure) a) Type of foundation: b) Flooring: c) Internal Walls: d) External Walls: e) Doors / Windows: f) Kitchen: g) Bathroom: h) Electrical fixtures and fittings: i) Sanction electricity load per flat: j) External finish / cladding:	

	k) Floor to floor height:	
4.9	Whether Structural Stability Certificate enclosed (Certificate shall be from licensed structural Engineer of MCGM)	
5.	Details of land / site	
5.1	Ownership of the land	Free Hold / Lease Hold
	a) If lease hold gives residual period of lease & name of the title holders / lesser	
	b) Annual lease rent & amount	
	c) Consent of lesser for sale of flats	
5.2	Size of plot	
	a) Frontage in ft.	
	b) Depth in ft.	
5.3	a) Area of the plot	
	b) Covered area (Ground coverage)	
	c) Open area	
5.4	Topography of the land / site	Level / Undulated / Slopping / Low lying
5.5	Source of water supply to the building	
5.5a	Any establishment easements regarding Right of way / passing for mains of water / Electricity	
5.6	Does site or portion fall within railway / national highway and whether underground cable Traverses the site.	
5.7	Site plan of the Land / site to be enclosed	
6.	Details of locality	
6.1	Character Type of Locality	Residential / Commercial / Shopping Complex / Industrial / Slum
6.2	Whether the locality is free from Special hazards like fire / flood etc.	
6.3	Whether the locality has protection from adverse influence such as	
	a) Encroachment	
	b) Industrial Nuisance, smoke, noise etc.	
6.4	Locality's proximity to the following places in kms.	
	a) Railway	
	b) Market Place	
	c) Schools/ Colleges/Universities	
	d) Hospitals	
	e) Bank	
	f) Bus stand	
	g) Aerodrome	
	h) Post office	
7	Details of boundary and adjacent building	
7.1	Boundary of the property	

	a) North b) East c) South d) West	
8	Amenities provided	
	a) No. of fans	
	b) No. of Geysers	
	c) Wardrobes	
	d) Exhausts fans	
	e) Wash basins and mirrors	
	f) Faucet in the bathroom / bathtubs	
	g) Any other amenities like Telephones / Intercom / Dish Antenna / Internet	
	h) Details of internal finish	
	i) Modular Kitchen	
9	Common facilities provided	
	a) Car Parking	
	b) Scooter Parking	
	c) Sanctioned Power Load in kW	
	d) 24 hrs. water / overhead tanks	
	e) Nos. of Lifts and there Make	
	f) Generator / Alternate Arrangement for emergency	
	g) Anti-lightening devices	
	h) Firefighting arrangements	
	i) Anti-Burglary device	
	j) Security arrangement	
	k) Proper Sanitary / Sewerage system	
	l) Other amenities if any	
	m) Club House / gymnasium / swimming pool / playground / garden / jogging track	
10	Details of plans / blueprints / sanctioned plans	
10.1	Whether plans of the property have been sanctioned by the Competent Authorities	
10.2	If sanctioned, please enclose certified copies of the complete set of approved plans, together with site plan, MCGM letter etc.	
10.3	Whether Commencement Certificate (CC) full or part obtained from competent authorities. If obtained, please enclose certified copies of the same.	
10.4	Name and Address of Architect / Consultant with contact number and e-mail Id	
10.5	Is there any deviation from the sanctioned plan	

10.6	Can these deviations be regularized?	
11	Provision for proper arrangement of the safety	
11.1	Are the safety measure taken?	
11.2	If yes, give details of arrangement	
11.3	Is No Objection Certificate obtained / Secured from the fire control authorities	
11.4	If yes, produce certified copies of the same.	
12	Completion / Occupation Certificate	
12.1	Whether Completion / Occupation Certificate issued by the Competent Authorities	
12.2	Designation of the authorities which has issued the Completion / Occupation Certificate	
13	Complete details of previous completed project covering all information like total area of construction, cost, nos. of flat etc.	

UNDERTAKING FROM THE BIDDER

(The Owner(s) are required to print this on their letter head and sign, stamp before submitting)

I/We _____ (Name) M/s. _____

(Name/Company/ Body/Firm) hereby certify that I/we are the owners of the flats/property as described at (Address) _____

and are legally entitled to sell the subject flat/property. I / We declare that the information furnished above is true and correct and conforms to the Bank specifications.

Signature of Owner

I/We further declare, confirm, and undertake:

- (a) That the flat and the land on which the same is constructed has clear marketable title and the same is free from all encumbrances, charges, court cases, litigation and is free from any kind of dispute of any nature.
- (b) That the flat/property will be delivered mortgage free, if mortgaged, at the time of registration.
- (c) That the drafts of all documentation which may be finalized by the Bank and its solicitors/lawyers shall be final and binding on me/us.
- (d) That all the outgoing and other expenses will be borne by the Bank from the date of handing over of physical possession of the flat or conclusion of the sale transaction, whichever is later. Any expenditure/expenses including arrears of taxes, charges etc. prior to the said date will be borne by me/us and shall keep the Bank indemnified. Stamp duty and registration charges will be borne by the Bank. GST will be paid to the Builder by the Bank if applicable.
- (e) To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us.
- (f) That the transfer fees or any other charges or contributions or outgo and all other expenses demanded by and / or payable for transfer of the offered flats to the Society, or to any other entity/authorities etc. incurred by either party shall be borne and paid by me/us alone.
- (g) I/We am/are aware that the Bank is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender.

- (h) That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed or a letter authorizing the said use will be provided by us. No extra payment shall be payable for car parking.
- (i) The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
- (j) That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
- (k) That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.
- (l) That the following documents as per the requirement of the Bank or its solicitors will be provided:
- Sale deed or any other title documents through which the offered flat was purchased by me/us earlier.
 - All original chain of title documents pertaining to the flat.
 - Receipt of payment of latest Society charges, Electricity Bill, Utility Bills, Property tax and any other charges.
 - Non-encumbrance Certificate and any other document required for effective transfer of the flat to the Bank.
 - NOC from the concerned Bank/FI who has financed the project
- (m) My/our offer is open for acceptance for a period of 6 months from the date of submission of Bid.
- (n) I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/tender document and I/we understood the instructions fully.

Place:

Signature Of Tenderer with Seal

Date:

Name:

FLAT AREA DETAILS

Name of Building:

Total Number of Flats Offered:

Sl. No.	Flat No.	Carpet Area in Sq.ft. as per RERA definition	Parking No.	Please mention covered parking or open Parking
Total Carpet Area in Sq.ft.				

Flat Number(s):

	Length (L) in ft.	Width (W) in ft.	Carpet Area (Sq.ft.)
Drawing Room			
Dining Room			
Bedroom 1			
Bedroom 2			
Bedroom 3			
Kitchen			
Toilet 1			
Toilet 2			
Toilet 3			
Guest Toilet			
Passage (Internal)			
Any other area			

TECHNICAL PARAMETERS AND MAXIMUM SCORE FOR EACH PARAMETERS

The detailed list and marks assigned to each parameter is as under:

SN	PARAMETER	MAXIMUM MARKS
1	Distance from the State Bank Bhavan, Nariman Point by Road in shortest route.	10
	0 to 10 Kms – 10 Marks	
	Above 10 Kms and up to 15 Kms – 8 Marks	
	Above 15 kms and up to 20 Kms – 5 Marks	
	Above 20 Kms – 1 Mark	
2	Proximity of the road for entry to Building	10
	Road above 18 mtr. and up to 27 mtr. wide road – 10 Marks	
	Road above 12.2 mtr. and up to 18 mtr. wide road – 7 Marks	
	Road above 9 mtr. and up to 12.2 mtr. road – 5 Marks	
	Road above 4.5 mtr. and up to 9 mtr. road – 3 Marks	
3	Surrounding of the Property like proximity to Bus Stand, Railway station, hospitals, market, educational institutes	5
	All facilities within 1 Km from the exit gate – 5 Marks	
	All facilities above 1 Km and up to 2 Km from the exit gate – 4 Marks	
	All facilities above 2 Km and up to 3 Km from the exit gate – 2 Marks	
	All facilities above 3 Km from the exit gate – 0 Mark	
4	Age of the Building (to be reckoned from the date of Completion certificate)	6
	Under Construction and Completion Certificate obtained after 01/05/2021 – 6 Marks	
	Completion Certificate obtained within 01/05/2020 to 30/04/2021 – 5 Marks	
	Completion Certificate obtained within 01/05/2019 to 30/04/2020 – 4 Marks	
	Completion Certificate obtained within 01/05/2018 to 30/04/2019 – 3 Marks	
	Completion Certificate obtained within 01/05/2017 to 30/04/2018 Years – 2 Marks	
5	Car Parking Offered per Flat	10
	2 Covered Car Parking per Flat – 10 Marks	
	1 Covered and 1 Open Car parking per Flat – 8 Marks	
	1 Covered Car Parking per Flat – 4 Marks	
	1 Open Car Parking per Flat – 2 Mark	
	Note: In case of different combination of parking offered, the assessment will be made on weightage average basis	

6	Provision of Power Backup by DG Set / Alternate Arrangement	5
	Power Backup for all common areas and power backup for each flat above 2 KW – 5 Marks	
	Power Backup for all common areas – 3 Marks	
	No power backup – 0 Marks	
7	Amenities (Viz Club House, Gym, Jogging Track, Swimming Pool, Playground, Squash Court, Tennis Court, Badminton Court)	10
	Any 6 facilities available – 10 Marks	
	Any 5 facilities available – 7 Marks	
	Any 4 facilities available – 5 Marks	
	Any 3 facilities available – 3 Marks	
	Less than 3 facilities available – 0 marks	
8	Exclusivity For the Bank	5
	Offered in single wing – 5 Marks	
	Offered in two wings of single building – 3 Marks	
	Offered in two buildings in same compound – 1 Mark	
9	Provision of Lifts	2.5
	Provision of High efficiency lift as per BIS standard and local byelaws of reputed brand like Mitsubishi, Kone, Schindler, Thyssen Krupp, OTIS, Johnson with availability of lift at a maximum interval of 50 to 70 sec – 2.5 marks	
	Provision of High efficiency lift as per BIS standard and local byelaws of reputed brand like Mitsubishi, Kone, Schindler, Thyssen Krupp, OTIS, Johnson with availability of lift at a maximum interval of 60 to 80 sec – 1.5 marks	
	Other than above – 0 Marks	
10	Quality of Construction: Specifications of Items, Fixtures, Finishing Etc.	10
	Excellent (like Italian Marble Flooring, UPVC Windows, premium quality FRP doors, premium quality plumbing fixtures like Grohe, Kohler, Modular Kitchen with chimney etc.)– 10 Marks	
	Good (like Vitrified Flooring, Anodized Aluminum Windows, standard quality FRP doors, standard quality plumbing fixtures like Hindware, Jaquar, Modular Kitchen etc.)– 5 Marks	
	Satisfactory – 1 Marks	
11	Sanctioned Load of the Flat (Three Phase)	4.00
	More than 10 KW to 12 KW– 4.0 Marks	
	Above 7.5 KW and up to 10 KW – 2.5 Marks	
12	Quality of Electrical Wiring, Fittings and Fixtures.	2.50
	Excellent (like premium quality FRLSH wiring of Finolex, Polycab, RR Kable; premium quality Modular Switches of Legrand, L&T, Crabtree, MK etc.; premium quality DBs of	

	Legrand, L&T and Siemens; premium quality of LED lights of Philips, Wipro, Osram)– 2.5 Marks	
	Good (like standard quality FRLSH wiring of Finolex, Polycab, RR Kable; standard quality Modular Switches of Anchor, Indoasian etc.; premium quality DBs of Anchor, Indoasian; standard quality of LED lights)– 1.00 Marks	
13	Efficacy of Internal Layout in Terms of Natural Light, Room Size, Usage etc. and provision of Balcony / Flower Bed	5
	Excellent – 5 Marks	
	Very Good – 3 Marks	
	Good – 2 Marks	
	Satisfactory – 1 Marks	
14	Layout of The Building / Apartment in Complex including Open Area / Recreational Green Area	5
	Excellent – 5 Marks	
	Very Good – 3 Marks	
	Good – 2 Marks	
	Satisfactory – 1 Marks	
15	Stage of Construction	10
	(i) Ready for Occupancy and OC Received – 10 Marks	
	(ii) Ready for Occupancy and applied for OC but awaited – 7	
	(iii) Ready for Occupancy within 6 Months – 5 marks	
	Total Maximum Marks	100

- Preliminary evaluation of the technical bids will be done to ensure that the bidders fulfill the basic selection criteria including minimum 50% marks as per detailed terms and conditions specified in the tender documents.
- Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.
- Marks obtained by each bidder in technical bid will be allotted weightage of 60% while the financial bids will be allotted weightage of 40%.
- The price bid of only those bidders will be opened who meets Mandatory Requirement of Flats / Minimum Eligibility Criteria as mentioned under clause no. 7 of the Instructions to Bidder and also obtained a minimum qualifying mark of 50% in their technical evaluation, .
- Price bid of the bidder with the lowest cost will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score proportional to the marks obtained by them.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the

bidders securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined score and ranked as H-1 will be invited for negotiation, if required and shall be considered for awarding the contract/order. The formula for working out the combined score will be as under:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T(w) stands for weightage for Technical score i.e., 0.6

T(s) stands for technical score evaluated as mentioned in (v) above

F(w) stands for weightage for Financial score i.e., 0.4

F(s) stands for financial score evaluated as mentioned in (v) above

We produce below an example to clarify the matters. Suppose there are three bidders (A, B & C) qualified based on the marks received / technical parameters and the marks received by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical Bid	Rate quoted ₹ Per Sq.ft Carpet area
A	80%	14,500
B	70%	13,500
C	75%	14,000

For the purpose of evaluation, the three bidders will be given scores as under:

Bidder	Technical score	Financial score
A	100	90
B	87.5	100
C	93.75	96.42

Total Score of the bidder will be as under:

$$A = 0.6 \times 100 + 0.4 \times 90 = 96 \text{ (H1)}$$

$$B = 0.6 \times 87.5 + 0.4 \times 100 = 92.50 \text{ (H3)}$$

$$C = 0.6 \times 93.75 + 0.4 \times 96.42 = 94.50 \text{ (H2)}$$

Bidder 'A' (H1) is the successful and Bank may purchase flats from them after due evaluation.

Note: In respect of grading and score, the decision of building committee of the Bank will be final and will be binding for the Builders. The same cannot be challenged.

STAGES OF PAYMENT

The stages of payment will be as follows:

i) On completion of the construction including internal finishing works like Tiles, Plumbing and Sanitary, Fixture, Internal painting, Doors, Windows along with compound development, club house, internal road, pathways, play area, Garden, gymnasium and other allied works with all other external services including plumbing, water supply, rainwater, sewage, drainage, electrical installations, water tanks, lifts, etc. including obtention of all NOCs, Permissions from Civic authorities, water supply, drainage connections, electrical connection and meters, lifts operational with test certificates from Govt. lift inspectors and other authorities	97.50 % of agreed cost
ii) After obtaining and submission of building completion and occupation certificate from Govt. Authorities	
iii) At the time of Execution of sale deed, registration and handing over possession of all flats to the Bank complete in all respect	
iv) On successful completion of Defects Liability Period (DLP) of one year to be measured from the date of occupation/possession.	2.50% of agreed cost (Retention Money)
TOTAL	100% of agreed cost

INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of ____ 20__, between, on one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its _____ through its -----Department / Office at -----,-----,-----, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s.....represented by Shri..... (Hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to buy on outright purchase of ready built flats for its top executives at Mumbai and the BIDDER/Seller is willing to offer/has offered the premises and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership, constituted in accordance with the relevant law in the matter and the BUYER is an Office of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- i. Enabling the BUYER to obtain the desired premises at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public purchase of premises and
- ii. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1 COMMITMENTS OF THE BUYER:

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2 COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.3 * Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.4 * The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.

- 2.5 * The BIDDER further confirms and declares to the BUYER that the BIDDER is the original owner/developer in respect of premises covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the price bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any - information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 2.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a Scheduled Commercial Bank including SBI. However, payment of any such amount by way of Bank Guarantee, if so, permitted as per bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre-contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR/ Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the SOFR (Secured Overnight Financing Rate).

- v. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vi. To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - vii. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - viii. Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

- 6.1 The BIDDER undertakes that it has not sold similar premises at a price lower than that offered in the present bid to any other BUYER and if it is found at any stage that similar premises was sold by the BIDDER to any other BUYER at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent External Monitors (IEM)

- 7.1 The BUYER has appointed IEM for this Pact as per Central Vigilance Commission order no 41/12/07 (Names and Addresses of the IEM to be given below).

NAME	Ms. Minnie Mathew	Dr. Parvez Hayat
CADRE	IAS (Retd.)	IPS (Retd)
ADDRESS	20, Suryanagar, Karkhana Secundrabad-500009	B-4/69-A, Safdarjung Enclave, New Delhi- 110029
E-mail ID	minniemathew635@gmail.com	phayatips@gmail.com

- 7.2 The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 7.4 Both the parties accept that the IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 7.8 The IEM will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction of court at Mumbai City.

10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the BUYER.



11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12 The parties hereby sign this Integrity Pact at ____ on _____

For BUYER

Name of the Officer.

Designation

Office / Department / Branch State Bank of India

Witness

1.

2.

Witness

1

2

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of foreign principals or associates, if any.

For BIDDER

CHIEF EXECUTIVE OFFICER



NON-DISCLOSURE AGREEMENT

(Applicable To Successful Bidder Only)

I, _____ (Name of the successful Bidder), hereby agree to abide by the following conditions -

- a. I shall treat all documents, information, data and communication of and with the Bank as confidential.
- b. I shall not, without the Bank's prior written consent, disclose the contract or any specification, plan, sample or information or data or drawings/designs furnished to the Bank to any person other than the person(s) employed/designated by the Bidder for the purpose of performance of this RFP/BID DOCUMENT.
- c. Further, any such disclosure to any such person employed by me shall be made in utmost confidence and should extend only so far as may be necessary and relevant for the purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure clause.
- d. I shall not, without the Bank's prior written consent, make use of any document or information mentioned in these conditions of the RFP/BID DOCUMENT except for the sole purpose of performing this RFP/BID DOCUMENT.

.....
(Signature, name and address of the successful Bidder or Bidder's executive/representative duly authorized to sign on behalf of the Bidder)

For and on behalf of
(Name and address of the successful Bidder)

(Seal of the successful Bidder)

SELF-DECLARATION FOR NO BLACKLISTING

In response to the RFP/BID DOCUMENT of SBI dated ----- for purchase of office premises, as an Owner/Partner/Director/Authorized Signatory of _____, I/We hereby declare that presently I/our company/firm _____, at the time of bidding: -

- a. Possess(es) the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document;
- b. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c. Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d. Does not have any previous transgressions with any entity in India or any other country during the last five years.
- e. Does not have any debarment by any other procuring entity
- f. Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. Does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. Will comply with the code of integrity as specified in the bidding document.
- i. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Signature:

Seal of Company (if applicable)



Annexure – 'XI'

FORMAT OF BANK GUARANTEE IN LIEU OF EMD

(issued by Indian Nationalized Bank other than SBI)

Dated :- _____

Dy. General Manager (Premises),
State Bank of India, Premises Department,
9th Floor, Corporate Centre, State Bank Bhavan,
Nariman Point, Mumbai – 400 021.

**BANK GUARANTEE FOR PURCHASE OF 3 BHK RESIDENTIAL FLATS IN MUMBAI
FOR TOP EXECUTIVES OF STATE BANK OF INDIA**

B.G. No. _____ Value ₹ _____

State Bank of India,
(Address)

Dear Sir,

WHEREAS

_____ (hereinafter called the Seller) have entered into registered 'Agreement for Sale' of _____ with State Bank of India (SBI) and the correspondence and agreement relating thereto which is hereinafter referred to as "the said registered agreement for sale" the Seller has now agreed to produce a Bank Guarantee amounting to **₹ 1.16 Crore** of the sale consideration of ₹ _____. (Rupees _____ only), to State Bank of India for performing their part of the tender obligations.

AND WHEREAS in terms of said tender, the seller is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of ₹ _____ to be valid up to _____.

AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the request of the Seller hereby furnishes a BG in favour of State Bank of India and Guarantees in the manner hereinafter appearing.

In consideration of the premise, we (name of Bank and its branch) having our office at (address) hereafter called the "Guarantor" (which expression shall include its successors and assigns) hereby expressly, irrevocably & unreservedly undertake and guarantee under that if the Seller fails to handover the possession of the premises within six months from the date of issue of this LOI, then notwithstanding any dispute between State Bank of India and the seller, the Guarantor shall, on demand without demur and without reference to the seller pay to State Bank of India within 3 working days any sum claimed by State Bank of India under the said agreement up to a maximum amount of ₹ _____ (Rupees _____ only).

- i. Such payment shall be notwithstanding any right the seller may have directly against State Bank of India or any disputes raised by the Seller with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Agreement and shall be binding in all respect on the guarantor.
- ii. The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Seller and or indulgence shown to the Seller by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the Seller by any forbearance, whether as to payment or otherwise.
- iii. This guarantee shall remain valid until _____or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.
- iv. This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.
- v. This guarantee shall not be affected by any change in the constitution of the Seller, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- vi. In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.
- vii. This guarantee shall continue to be in force notwithstanding the discharge of the Seller by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
- viii. This guarantee shall be in addition to and not in substitution for any other guarantee or security for the Seller given or to be given to SBI in respect of the said agreement.
- ix. Any notice by way of request and demand or otherwise here under may be sent by post or any other validly recognized electronic mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.
- x. These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of ₹_____.



This guarantee will remain valid up to _____ unless a demand or claim under this guarantee is made in writing on or before _____ (it should be minimum one year from the date of expiry of BG) the guarantor shall be discharged from all liability under the guarantee thereafter.

This guarantee will be returned back to the Seller by SBI on receipt of possession of the premises on said consideration in the agreement.

Dated

For (Name of Bank)
(Signature/s with designation/s of signatory/ies)
(Name and Stamp of Bank)

Signature and seal of authorized signatory of bidder
Name of Authorized signatory:

**UNDERTAKING FOR NOC FROM SOCIETY FOR SALE AND TRANSFER OF
OWNERSHIP**

I/We _____ (Name) or M/s. _____ (Name of the Company/Body/Firm etc.) hereby confirm that I/we are the owner(s) of the Premises as described at _____ (Address) and are legally entitled to contract for the sale/ lease of subject premises.

I/We, undertake that, we would be providing the necessary No Objection Certificate (NOC) for the sale of the premises within 3 months from the date of LOI.

We, further, undertake that the expenses that would be incurred for obtention of NOC would be borne by us.

Name of the signatory: _____

Place:

Signature of Owner (with seal if applicable)

Date:



Annexure – ‘XIII’

PRE-BID QUERY FORMAT

(To be emailed on dgmpremises.cc@sbi.co.in)

SN	RFP Document Page No	RFP Document Clause No.	Existing Clause	Query /Suggestions

PRICE BID FORM

(Excluding stamp duty and registration charges)

Part A: Cost of the Flats:

Sl. No.	Reference No. and Location in which Flats are Offered	Total Nos. of Flats Offered	Total Carpet Area of All the Flat Offered (Sq.ft.)	Rate in ₹ per Sq.ft.	Amount in ₹
1	2	3	4	5	6 = 4 X 5

Part B : Other Cost to be Payable by the Bank:

Sl. No.	Description	Amount in ₹
1.	Pending GST Payment if any	
2.	Pending Society Formation Charges if any	
3.	Pending Club Charges / Security Charges	
4.	Yearly Maintenance charges if any	
5.	Property Transfer Charges if any over and above Stamp Duty and Registration charges.	
6.	Pending HT / LT Connection Charges if any	
7.	Any all-other charges not covered above	
	Total of (B)	
	Gross Cost (A + B)	

Note:

- Tenderer shall quote rate and amount excluding registration and stamp duty charges. GST will be extra if applicable. The rates should be inclusive of Car Parking.
- The Carpet area that would be finalized after joint measurement would be taken for arriving at effective unit cost.
- The rate per sq.ft. for techno commercial will be worked out by dividing total cost i.e. (A + B) / Total Carpet area offered as per RERA.