



**SBI** INFRA MANAGEMENT SOLUTIONS PVT. LTD.  
(A Wholly Owned Subsidiary of SBI)

**SBI GITC CIRCLE OFFICE**

First Floor, State Bank Global IT Centre, Plot no.8, 9, 10, Sector 11, CBD Belapur, Navi  
Mumbai 400614.  
Tel - 022 27537416

**Tender Id is GIT202002091**

**REQUEST FOR PROPOSAL(RFP)/ NOTICE INVITING TENDER(NIT)**  
**FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI GITC.**  
**CBD BELAPUR, NAVI MUMBAI**

**TENDER SUBMITTED BY:**

**NAME of Owner/Bidder** : \_\_\_\_\_

**ADDRESS of Owner /Bidder** : \_\_\_\_\_

**GSTIN NO of Owner/Bidder** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

<b><u>TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI GITC. NAVI MUMBAI</u></b>		
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**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.**  
(A Wholly Owned subsidiary of SBI) SBIIMS,

**TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI GITC.**

**CBD BELAPUR, NAVI MUMBAI**

**TECHNICAL BID (PART-A)**

(TO BE SUBMITTED ONLINE)

**NOTICE INVITING TENDER**

SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI invites "Online E-Tenders/Offer" from the **owners or their authorized representatives (excluding brokers)** of suitable commercial space / buildings for office premises of State Bank of India on long term lease.

The other Details of the tenders are as under:

Sr no	Criteria	Description
1	Name of work	Acquisition of office premises on long term lease for State Bank of India, GITC
2	Estimated Carpet Area requirement	About 23,000 to 28,000 sq. mtr. (2.50 to 3.00 Lakh Sq. Ft.) Carpet area. (Please Refer Clause No.04 on Page No.05)
3	Location	Navi Mumbai - Maharashtra.
4	Preference	1. Premises owned by the Govt. Departments/Organizations/ PSU / Banks. 2. Independent building 3. Premises ready for occupation with occupancy certificate from the competent authority.
5	Minimum Amenities	1. Building should have suitable centrally AC facility/plant. 2. Availability of adequate water supply for 24 hours throughout the year. 3. Adequate Electrical power load with 100% power back up through independent DG sets of required capacity. 4. Availability of minimum 200 Nos of Car Parking and 300 Nos of Scooter Parking in the premises.
6	Lease Period	Initial period shall be 5 years extendable for another 3 terms of 5 years each on the same terms and conditions at the sole discretion of the bank
7	Earnest Money Deposit (Refundable to unsuccessful bidders within 60 days of bid opening day)	<b>Rs 10 lakhs</b> (Rupees Ten lakhs only) by way of Demand Draft/Pay Order issued by any scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt Ltd. payable at Mumbai to be deposited at the address mentioned at point no. .. of this NIT.

8	Tender processing Fee (Non-refundable)	<b>Rs.25,000/-</b> (To be deposited through SBI collect with tender ID <b>GIT202002091</b> . The Printout of the online receipt of payment should be enclosed with Technical Bid.) (Refer 'Annexure I'). The bidders who have participated in the previous tendering process with tender ID GITC20192011 dated 21.02.2019 for the project and already paid Tender Processing Fee are exempted from paying the same against this Tender. However, the copy of receipt to be enclosed for our record failing which their bid may be disqualified.
9	Security Deposit (ISD) including Earnest Money Deposit (EMD)	10% of the Annual rent including other Charges as per approved price bid in the form of Demand Draft/Bank Guarantee as per terms of contract.
10	Date of availability of Tender Document on service provider's Website	From 20.02.2020 to 06.03.2020 available at <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
11	Name and address of Service Provider	M/s. e-Procurement Technologies Ltd., Ahmedabad Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
12	Last date & Time for payment] of EMD and Tender Processing fee and submission of documents to this office.	06.03.2020 by 2.00 pm
13	Last date & Time for submission of online Technical bid and supporting documents.	Up to 2.00 PM on 06.03.2020 through service provider's M/s e-Procurement Technologies Ltd. Portal i.e. <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
14	Last date and time for receipt of Pre-bid queries from the perspective bidders (Only through Email to <a href="mailto:headgitc.sbiims@sbi.co.in">headgitc.sbiims@sbi.co.in</a> )	At 12.00 Noon on 2.03.2020 Note: 1. All queries must be sent in the prescribed form as an attachment in the Excel format as per Annexure-H. 2. Only queries received through Email by the stipulated date and time will be considered for discussions/clarifications in the Pre-bid Meeting. No other point shall be considered.
15	Pre-Bid Meeting	3.00 PM on 06.03.2020 at 1 <sup>st</sup> floor, C wing, SBIIMS, GITC, CBD Belapur, Navi Mumbai 400 614
16	Address for submission of EMD & Cost of Tender Processing fee receipt	The Vice President & Circle Head, SBI Infra Management Solution Pvt Ltd 'C' Wing, First Floor, GITC, CBD Belapur, Navi Mumbai 400 614

17	Last date & time for submission of Online Technical Bid	06.03.2020 by 2.00 PM at Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
18	Date & Time of opening of Online Technical Bid	At 3.30 PM on 06.03.2020
19	Date & Time for submission of Online Price Bid	Will be communicated to the Qualified bidders separately.
20	Validity of offer	180 days from the date of bid closing date (may be extended due to exigency)

1. Tender documents can be downloaded from link <Procurement News>.available on the bank's website [www.sbi.co.in](http://www.sbi.co.in) (<https://sbi.co.in/web/sbi-in-the-news/procurement-news>)
2. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s. e-Procurement Technologies Limited, Ahmedabad. The contact details of e-Tender Service Provider are as under:
  - Primary Contact Numbers: - M: 9081000427, 9904407997
  - Jaymeet Rathod: 079-68136829, [jaymeet.rathod@etpl.in](mailto:jaymeet.rathod@etpl.in)
  - Vinayak Khambe: 079-68136835, [Vinayak.k@etpl.in](mailto:Vinayak.k@etpl.in)
  - Nadeem Mansuri: 079-68136853, [nadeem@etpl.in](mailto:nadeem@etpl.in)
  - Nandan Valera: 079-68136843, [nandan.v@etpl.in](mailto:nandan.v@etpl.in)
  - Hemangi Patel: 079-68136852, [hemangi@etpl.in](mailto:hemangi@etpl.in)
  - Kanchan Kumari: 079-68136820, [kanchan.k@etpl.in](mailto:kanchan.k@etpl.in)
  - Deepak Narekar: 079-68136863, [deepak@etpl.in](mailto:deepak@etpl.in)
  - Anshul Juneja: 079-68136840, [anshul.juneja@etpl.in](mailto:anshul.juneja@etpl.in)
  - Salina Motani: 079-68136831, [salina.motani@etpl.in](mailto:salina.motani@etpl.in)
  - Devang Patel: 079-68136859. [devang@etpl.in](mailto:devang@etpl.in)
  - Alternate Contact No.: Mr. Samjad Khan Pathan: 079-40270506, 9265871720, [samjad@procuretiger.com](mailto:samjad@procuretiger.com)
3. Conditional tenders are liable to be rejected without further correspondence.
4. The carpet area mentioned hereinabove is approximate and may vary either side depending upon the actual requirement of the Bank. However, the rent shall be payable on the basis of actual carpet area jointly measured by the Landlord and SBIIMS Engineer/Architect as per norms applicable for rentable carpet area stipulated in the tender and occupied by the SBI irrespective of estimated carpet area mentioned hereinabove.
5. The SBIIMS/SBI reserve 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.
6. Tenders received without EMD and Non-Refundable Tender processing fee shall be summarily rejected and such bidders **shall not be allowed** to participate in the price bidding process.
7. 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.
8. Any further corrigendum pertaining to this tender shall be published only on the abovementioned Bank's website. The SBIIMS may issue any number of Corrigendum

one day prior to the date of submission of Technical Bid. Hence, the perspective bidders are advised to visit Bank's website regularly till the date of submission of tenders.

9. Only those bidders who submit online Technical Bid with all supporting documents and secure prescribed minimum qualifying marks as per the Evaluation Matrix mentioned in the tender shall be further evaluated by the Committee on other essential parameters and allowed to participate in the online price bidding process, if qualified.
10. In accordance with the compliance of adoption of Integrity Pact (As per CVC order no. 41/12/07) and Independent External Monitor (IEM) will monitor and review the entire tendering process. The details of IEMs are as under:

NAME	SHRI K. CHANDRAHAS	DR. PARVEZ HAYAT,
CADRE	IRS (Retd)	IPS (Retd)
ADDRESS	G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad 500034	B-4/69-A, Safdarjung Enclave, New Delhi 110029
E-MAIL ID	<a href="mailto:kchandrahas@yahoo.com">kchandrahas@yahoo.com</a>	<a href="mailto:phayatips@gmail.com">phayatips@gmail.com</a>
CONTACT NO.	8008449678/040- 23354178	9810134469

Please also refer "Pre-Contract Integrity Pact" (Annexure – 'G') in this regard.

11. All perspective bidders shall be bound to execute and submit PRE-CONTRACT INTEGRITY PACT as per format (Annexure-G) incorporated in the Tender Document along with their Technical bid. The Integrity Pact should be signed by the bidder on each page and witnessed by two persons. The Integrity Pact Agreement shall be stamped as applicable in the Maharashtra State, where it is executed. The Technical Bid submitted without proper execution of PRE-CONTRACT INTEGRITY PACT will be summarily disqualified.
12. Prospective bidders shall download the entire technical bid to get acquainted with the terms and conditions and bid to be submitted / uploaded online in full with Annexures and required documents after affixing signature / seal on all pages. However, EMD and tender processing fee receipt to be submitted before the schedule date / time of technical bid opening to our office.

Yours Faithfully,

**Vice President & Circle Head**

SBI Infra Management Solutions Pvt. Ltd.,  
GITC Circle office,  
Navi Mumbai 400 614.

**TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI GITC. CBD  
BELAPUR, NAVI MUMBAI**

**1. ELIGIBILITY CRITERIA AND TECHNICAL PARAMETERS FOR SELECTION:**

The Offer is open to all the Bidders who owns the premises meeting out following Eligibility criteria and Technical Parameters and submit their Tenders as per laid down procedure with supporting documents by the stipulated date and time:

Sr. No.	Description	Criteria
1	Maximum Distance from the existing Bank's own Premises of SBI GITC Building at CBD Belapur. <b>State Bank Global IT Centre,</b> Plot No. 8, 9 10, Sector 11, CBD Belapur, Navi Mumbai, Mumbai – 400614.	10 KM by road in any direction
2	Area of the Premises	
	a. Total Carpet Area	23000 to 28000 Sq. Mtr. (2.5 to 3.0 lacs Sq. ft.)
	b. Minimum Carpet area per floor	2300 Sq. Mtr. (25000 sq. ft)
3	Minimum Floor to floor clear height (below beam)	3mtr. (10 ft.)
4	Minimum Parking Space required	
	a. Car parking	200 Nos
	b. Scooter parking	300 Nos
5	Minimum Sanctioned electrical load	2750 Kw to 3000 Kw for Floors (Excluding common amenities) Plus Additional Electrical Load required common amenities such as compound lighting, pumps, Lifts etc.) Subject to provisions for enhancement of load in future to meet the Bank's requirements.

Note:

- i. The successful bidder should have clear and absolute title to the premises. The Bank shall obtain legal title investigation report from the SBI empaneled advocate at the cost of bidder. The bidder shall be responsible to reimburse the expenditure incurred by the Bank, if any, on this account.
- ii. The offered premises should have a congenial work environment+ with adequate natural lighting. As the work involved is in shifts, the premises should preferably be commuter friendly, situated in proximity to suburban railway station with availability of public transport to facilitate 24 X 7 operations.
- iii. The offered premises should be substantially complete on the date of submission of bid (Photographs of the premises to be attached).

## **2. EVALUATION OF BIDS**

### **1. Bidding process/Opening of Technical Bids:**

- i. The Technical Bid (Tender Part-A) along with requisite supporting documents, EMD and Tender Processing Fee must be submitted in compliance of detailed instructions vide Clause 9 of “Instructions to the Tenderer” of this document.
- ii. The completed Technical Bids received online, by the SBIIMS, till stipulated time and date through the portal of specified Service Provider will be opened for initial evaluation as per the schedule i.e. time and date mentioned in the Notice Inviting Tenders (NIT).
- iii. The SBIIMS will examine all Technical Bids received, to determine whether they are complete, all the required formats have been furnished, the documents have been properly signed, EMD and Tender processing fees for the desired amount and validity period is available and the Bids are generally in order.
- iv. In the first stage, only Technical Bids will be opened and evaluated for compliance of prescribed Eligibility Criteria as well as meeting out minimum qualifying score on the basis of Evaluation Matrix mentioned in this tender and will be shortlisted for physical site inspection by the competent committee of SBI as well as SBIIMS to satisfy the preliminary compliance of various parameters.
- v. Based on the Committee’s recommendations, the bidders satisfying stipulated eligibility criteria, Evaluation Matrix score, suitability of proposed premises as per Bank’s requirement and bidders’ concurrence to comply with all terms and conditions including timeline specified in the RFP will be considered as “Qualified Bidder”. The Committee’s recommendations regarding the qualified bidders shall be final and binding.
- vi. Only the “Qualified Bidder” shall become eligible and permitted for participating in “Online Price bid” process on the service provider’s portal.
- vii. Prior to the detailed evaluation, the SBIIMS will determine whether the Bid conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
- viii. The Bids not fulfilling the stipulated eligibility criteria will be summarily rejected by the SBIIMS and will not subsequently be made valid by the Bidder by correction of the non-conformity.

### **2. Technical Bid Evaluation:**

- a. Technical evaluation will include scrutiny of technical information submitted by the bidder as per technical bid format and supporting documents including verification of the authenticity of documents as well as information furnished therein and physical inspection and assessment of site.
- b. The SBIIMS reserves the right to evaluate the bids on technical parameters including premises visit.
- c. The SBIIMS may, at its discretion, ask the bidders for clarification, required if any, on their bids received. The request for clarification shall be in writing and no change in substance of the bid shall be sought, offered or permitted. However, no post bid clarifications or submission of any supplementary documents/information, at the instance of the bidder, shall be entertained.



### **3. Evaluation of Price Bids and Finalization:**

- a. Only those Bidders, who are short-listed and declared “Technically Qualified Bidder” as above shall be allowed to participate in online submission of price bid.
- b. The bidder shall be liable to quote their rates for all the items mentioned in the Price Bid else their tender shall be considered incomplete and will be disqualified for further processing.
- c. The bidder quoting Lowest Bid considering all Items mentioned in the enclosed Price Schedule (Annexure- C) including the impact of periodical enhancement in the rent after each block of 5 years shall be treated as L-1 bidder. However, subject to applicable regulatory guidelines/instructions the SBIIMS / SBI reserve their rights to further negotiate on the various parameters within its sole discretion to decide the mutually acceptable quote for rent etc.
- d. The perspective bidders are to ensure that the Price Bid shall be submitted only ONLINE. The enclosed price schedule is only for guidance and reference of the Bidders. Submission of hard copy of Price Bid, knowingly or unknowingly, may results in disqualification of the tender/offer.
- e. Implication of percentage enhancement of the rent quoted by the bidder for each block of 5 years (Total 3 blocks of extensions of lease) will be considered to evaluate the L-1.
- f. The SBIIMS/SBI reserves the right to accept or reject any or all the tenders without assigning any reason thereof. In case of exigency and depending upon the suitability, the SBIIMS/SBI may, as well accept more than one proposal to suit its total requirement of space etc. within its sole discretion.
- g. Canvassing in any form will disqualify the tenderer. No brokerage will be paid to any broker.
- h. The short-listed bidder will be informed by the SBIIMS/SBI for arranging site inspection of the offered premises.
- i. Preference will be given to the independent building having adequate parking space (for minimum 200 cars and minimum 300 scooters) in the compound / basement of the building besides other required amenities readily available.
- j. Preference will be given to the premises owned by the Govt. Departments / Public Sector Units /Banks.
- k. In case, in the opinion of the Bank, the L-1 bid received is found higher than the prevailing rent in the locality, the SBIIMS, may consider cancelling Price Bids of all qualified bidders and may opt for fresh bidding through E-reverse Auction Process. In this connection, decision of the SBIIMS shall be final and binding to all the bidders.

### **INSTRUCTIONS TO THE TENDERER**

Please read these instructions carefully before filling up the application form.

1. Conditional bids are liable to be rejected.
2. Please note that offers from brokers will not be entertained.

### **3. Invitation:**

The bidders desirous of offering their premise to SBI are invited to submit their

technical and commercial proposal in response to this tender. The criteria and the actual process of evaluation and the actual process of evaluation and subsequent selection of the successful bidder (L-1) will be as the terms of this tender document.

**4. Eligibility Criteria:**

Bid is open to all Bidders who fulfill the prescribed eligibility criteria. For details of eligibility criteria, please refer to the Clause No.01 Page.07 in this tender.

**5. Disclaimer:**

- a. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBIIMS, is subject to the terms and conditions set out in this RFP document.
- b. This RFP is not an offer by SBIIMS, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise out of this RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of SBI with the selected Bidder.
- c. 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 advices/clarifications. SBIIMS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- d. The SBIIMS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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.
- e. The SBIIMS 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.
- f. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

**6. Tenders are invited in two bid system:**

The bidders/lessors are requested to submit the tender documents online through

Bank's authorized service provider. However, EMD & receipt of tender processing fee should be submitted before due date / time of opening of Technical bid at the following address:

**The Vice President & Circle Head,**  
SBI Infra Management Solution Pvt Ltd.,  
'C' Wing, First Floor, SBI GITC,  
CBD Belapur,  
Navi Mumbai 400 614.

**7. Clarification and amendments on RFP/Pre-Bid Meeting:**

- a. Bidder requiring any clarification about the Bidding Document may notify the SBIIMS in writing strictly as per the format given in Annexure-H, to be submitted only through e-mail by the stipulated date and time at Email ID [headgitc.sbiims@sbi.co.in](mailto:headgitc.sbiims@sbi.co.in). No other mode of communication will be entertained
- b. A pre-bid meeting will be held on the date and time specified in the NIT. The meeting should be attended by the authorized representatives of the bidders who are empowered to respond to this RFP.
- c. The queries received (without identifying source of query) and response of the SBIIMS thereof will be posted on the Bank's website or conveyed to the qualified bidders through Email within 2 working days. The interested parties/bidders are advised to check the Bank's website as well as their Email regularly till the date of submission of Tender specified in the schedule of events to ensure compliance of the clarifications / amendments issued by the SBIIMS prior to submission of their online Bids.
- d. No request for change in commercial/legal terms and conditions will be considered and queries in this regard, therefore will not be entertained.
- e. Queries received after the scheduled date and time will not be responded/acted upon.

**8. Bid integrity:**

1. Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract / tender at any stage of the process without prejudice to other actions that SBIIMS/SBI may take.
2. All the submissions, including any accompanying documents, will become property of SBIIMS.

**9. Tender Documents:**

- A. **Technical Bid:** Comprising of the following documents to be uploaded on the Service Provider's website along with completed, digitally signed and sealed Technical Bid. However, Item (a) and (b) should be submitted in original in the Physical form in the office of the SBIIMS by the stipulated date and time and copy of the same should also be uploaded on the portal along with Technical Bid. Failing

in compliance of this may render the tender for disqualification: -

- a. Draft / Pay Order of Earnest Money Deposit of Rs. 10.00 Lakh (Rupees Ten Lakh) favouring SBI Infra Management solution Pvt. Ltd. payable at Mumbai.
- b. SBI collect receipt of Rs. 25000/- (Rupees Twenty-Five Thousand only) towards non- refundable Tender Processing fee to be deposited through SBI collect with tender ID xxxxxxxx Print for receipt of payment should be enclosed with Technical Bid.
- c. Copy of registered Agreement, etc. between Premises owners and the land owners in case the land does not belong to the owners.
- d. Status and ownership of the title - copies of the supporting documents to be attached.
- e. Assent from the owners/ stake owners.
- f. Copies of Site Plan, Layout and Building plans approved from statutory body i.e. Municipal Corporation etc., brochure of the premises.
- g. Copy of the Occupation Certificate for the Ready to occupy premises/Building.
- h. Structural stability Certificate issued by the Structural Consultant of the Building.
- i. Photographs of the Building covering major areas, aspects/amenities in the building.
- j. List of amenities available or proposed to be provided viz., floor finishes, lift lobby, entrance lobby, external facade, Floor to floor height, number of toilets on each floor, number of Passenger Lifts as well as Service Lifts (exclusively offered for use by the SBI, if any), finishes of staircase, Types of the Air-conditioning system, Details of Power Load, Power Backup capacity etc.
- k. Evidence of connected and sanctioned electrical load that can be exclusively used by SBI. Evidence should be in the form of communication from Electricity Board (total load) and letter from the bidder (for load apportioned to SBI).

**B. Price Bid:**

- a. The price bid is to be submitted online through Bank's authorized service provider by the technically qualified bidders.
- b. Date and time of online price bidding will be intimated to all technically qualified bidders well in time by the SBIIMS.
- c. The Price bid should be submitted in the prescribed format quoting separate rates for each and every item including Rent of Premises (with air conditioning), Rent for furniture, Building Maintenance charges including pro-rata common facility

charges, Parking charges for cars, scooters, Fuel consumption cum operation charges for Generators etc. as per tender.

- d. In the Price bid "Rent of Premises" shall mean "Rent Per Sq. meter of Carpet Area" of the proposed Commercial Building constructed and finished in all respect and ready for occupation with all basic amenities (with Occupation Certificate from competent authority) and requirements as under.: -
- Doors/Windows/Vitrified Tile flooring/Washrooms/Pantry/Kitchen/ etc.
  - False ceiling in the entire premises.
  - Electrical Lights and Fan Point wiring with LED Lighting fixtures to maintain adequate LUX Level for office buildings,
  - Centralized Air Conditioning of the entire floor area using Chiller Plant/VRV/VRF etc.
  - Providing and maintaining Smoke detectors, Sprinklers, Wet risers, Fire sensors etc. as required as per local Municipal/Govt. authorities Firefighting and safety norms.
  - Lifts, Staircase, Emergency Staircase/Fire exit etc.
  - 24 Hours Potable water supply.
  - Providing separate Raceways under floors for laying Electrical and Data 7 Telephone cablings.
  - Availability of specified capacity (Minimum 2750 KW) connected power Load.
  - Providing Adequate capacity Silent DG sets for 100% power back up at permissible loading capacity of DG Set (Normally 75 to 80%) with 24 Hours Operators and maintenance team.
  - Any other amenities mentioned in this tender.
- e. In the Price bid "Provision of furniture and fit outs" shall mean "Supply and installation" of the following by the perspective bidder as per Drawings/Floor Plans/Layout plans approved by the SBIIMS/SBI and at their own cost:
- Erection of adequate number of Chambers/Cubicles/Cabins of sizes as per Drawings/Floor Plans/Layout plans approved by the SBIIMS/SBI.
  - Wall Paneling as per drawings.
  - Tables of required sizes, Quality and finish in all the Cabins/Cubicles/Chambers as well open office area as per drawing/layout.
  - Side runners and Back Credenza in all Chambers/Cabins and as required as per drawings
  - Modular work stations of approved Sizes, specifications and arrangements as per drawing.
  - Supply and placing approved Model Godrej/Wipro/Featherlite or equivalent approved make Chairs. (Models will be approved by the Bank).
  - Sofa sets in the Waiting areas, Executive Chambers/Cabins etc. as per drawing.
  - Providing Board Room/Conference Rooms/Meeting Rooms with all essential furniture viz. Conference table, Chairs, Consoles etc.,
  - Separate dining rooms for Staff (seating capacity of 500 nos. Approx.), Officers (seating capacity of 300 nos. Approx.) and Executives (seating capacity of 50 nos. Approx.) with required furniture i.e. Dining Tables, Chairs etc. as per drawing approved by the Bank.

- j. Providing concealed UPS Electrical Power supply Circuit wiring using FR Grade approved Brand wires with Modular Switch/Sockets and Data cabling using CAT-6 Data Cables (Finolex/Dlink or approved make) with Modular Jack, Telephone cabling with Modular Jack with Box to all Tables/Workstations/Cabins/Chambers/Cubicles/Board Rooms/Meeting room and Conference Room etc. as per approved drawing.
- k. Providing Digital EPABX system of adequate capacity for Intercom/Telephone connection/points at each table/work station.
- l. Providing Digital CCTV Camera and Digital DVR.

Note:

- 1. Rent for furniture will be payable only for initial lease period of 5 years. However, No rent shall be paid for subsequent lease period on subsequent renewal of lease period.
  - 2. The responsibility of maintenance of entire furniture and fixtures during currency of the lease will remain with the Landlord at their own cost and the Bank shall not bear any expenses thereof.
  - 3. In case of default in arranging Repairs/maintenance of furniture by the Landlord, even after expiry of reasonable notice period, the Bank will be at liberty to get the same done from any agency and actual expenses will be recovered from the rental dues of Landlord.
10. **Rentable Carpet area:** The carpet area of the approved premises shall be the area measured jointly by the Bank and the Landlord/Owner/Bidder as under:
- i. In order to have parity of comparison and also for the purpose of payment, Rentable carpet area shall mean covered area of the premises i.e., actual covered floor area (which will be in exclusive possession of the Bank), excluding the following:
    - a. Area occupied by the thickness of all Internal/external peripheral walls of the premises.
    - b. Common areas such as entrance lobby, staircases, lifts and sanitary shafts, lift lobbies, Toilets, AHU rooms, watchman room, pump room, overhead tank, Generator rooms, Air-conditioning plant rooms, parking area etc. will not be considered for the purpose of calculating carpet area.
    - c. The Architectural projections in facade and areas including balconies, terraces, niches, will not be measured.
  - ii. The actual carpet area will be measured jointly by the SBIIMS Engineer and the landlord at the site for calculating the lease rent.
11. The Furnishing of Premises will constitute of the following requirement of various Items for every 930 sq. mtr. (10,000 sq. ft.) Carpet area.

Sr. No.	Item	Quantity	Brief specification
1	Workstation	150 to 200	Modular furniture with low height partition in laminate finish. All chairs are good quality revolving and tilting as per Bank's standard.
2	Cubicles (10 sq. mtr. each)	05 to 10	Table + side storage in veneer with melamine finish
3	Cabins (20 sq. mtr.)	02 - 03	Full height partly glazed partitions in laminate / veneer with melamine polish
4	Meeting rooms (15 sq. mtr.)	02 - 03	Full height partly glazed partitions in veneer with melamine polish
5	UPS room (15 sq. mtr.)	01	Full height Brick masonry wall finished with plaster, paint etc.
6	Switch room (15 sq. mtr.)	01	Full height Brick masonry wall finished with plaster, paint etc.
7	Record room (30 sq. mtr.)	01	Full height Brick masonry wall finished with plaster, paint etc.

- All the above-mentioned furniture items should preferably be brand new or excellent in serviceable condition subject to approval of SBI/SBIIMS Engineer.
- In addition to above, The Landlord/Owner/Bidder has to provide furnished boardroom (2 nos of 100 persons capacity), conference room (2 rooms of 50 persons capacity), Separate Dining Rooms for Officer, Staff and Executives, Pantry, Serving area, Hand wash area etc. as per the bank's requirement and layout approved by the SBI and the SBIIMS.
- The requirements of furniture / cabins etc. mentioned hereinabove is tentative one. However, the Landlord/Owner/Bidder shall be bound to furnish the area as per actual requirement and layout plan approved by SBIIMS/SBI within the rent quoted in their tender and approved / accepted by SBIIMS.
- The responsibility for the maintenance of all Furniture, Fit Out, Equipment's, Plants, and Installations will remain with the Landlord/Owner /Bidder at their cost and the Bank shall not become party for the same.
- All the workstations shall be provided with dual data points.
- Number and size of switch room requirement depends on, number of network rack to be placed inside the switch room and on UTP (Cat6) cabling distance limitation of 100 mtr. The network switch room shall be protected from unauthorized access and have adequate space for opening front and Back door for maintenance activity.
- Network rack should be provisioned with cable managers, patch panel, LIUs patch cords (UTP Cat6 as well as Fiber) etc and have 42 U (Min. 800 x 1000 mm) with perforated door and 15 no. power socket PDU (Indian – type power socket) each socket of capacity 15 Amps. The Patch cords (UTP cat6) shall be connecting each workstation to I/O point.

- All meeting / conference rooms shall have adequate number of LAN data points and minimum two voice point.
- UTP cabling distance from switch to any endpoint (workstations Lan I/O point) should not exceed more than 80 mtr. and cater for minimum 1 GbPS.
- All switch room uplinks (Multi-mode fiber (OM4) should be provisioned from core switch room with minimum capacity of 10 GbPS and shall be terminated on LIU.
- All UTP cabling components (Jacks, Patch panel, Patch cords etc.) must be CAT 6 Certified and extra caution must be given to proper termination of the cable ends.
- To ensure the installation has been performed according to CAT 6 guidelines and standards, a thorough test report using certified cable analyzer shall be provided to the Bank by the Landlord / Owner.
- **Labeling:** Physical labeling for all cables and related components is mandatory. The ability to locate, isolate, and manage required components will depend heavily of adhering to a logical labeling scheme to enable expedient patch panel and switch port identification. Patching from patch panel to switch ports, end data points, labelling and tagging of data cabling. A detailed layout diagram of data cabling shall be made available.
- In order to extend State Bank connect at propose site, we have to avail WAN Links connectivity from different Telecom service Providers (e.g. MTNL, BSNL, AIRTEL, RAILTEL, Vodafone, TCL, Reliance Jio etc). To get TSPs links till our, Router, the required cabling from TSPs MUX to our Router require to be arranged Landlord/Owner of the building. The Landlord /owner shall also provide adequate space, power supply and related infra for installation of TSPs MUX at site. Roof top rights for installation / erection of Antenna for RF/VSAT/BTS etc.
- Voice Cabling: EPABX system, MDF etc, Telephone instruments, Intercom/voice cabling for each workstation, Termination, labelling, MDF record of voice caballing shall be provided. One onsite resource should be provided for day to day support, maintenance and management of intercom facility.
- Audio Visual Systems – for Boardroom, Large conference rooms & meeting rooms: Audio visual systems (suitable large size displays (98” or above) as per the Bank’s requirement, local sound re-enforcement, adequate number of mikes, ceiling speakers, audio amplifiers, mixer, switchers, HDMI cables etc) for Boardroom, Large conference room and meeting room.
- The mobile Signal Booster & internet / WI FI facility shall be installed/arranged by land lord as per Bank’s requirements.
- Adequate capacity of UPS along with batteries as per Bank’s requirement to be supplied



- by owner/Landlord including installation, maintenance etc.
12. Rent quoted for the premises shall include cost of supply, installation and operation Air Conditioning plant of premises considering ambient temperature of 24°C.
  13. Rent to be quoted for Parking of Cars / Scooters/Two wheelers in the Price Bid shall be in terms of number of vehicles for which parking space is available and earmarked with suitable paint markings as per Indian Standard including availability of adequate maneuverability spaces all around. The space will be exclusively be available for the SBI.
  14. Responsibility for Operation and maintenance of AC, Electrical Substation, Fire control room and all other such installation shall remain with landlord only and SBI shall not be party for the same.
  15. Generator Power cost will be paid based upon actual hours of operation based on rate quoted in the price bid and accepted / approved by SBI / SBIIMS. No rent shall be paid for the generator sets as well as space.
  16. The landlord/Owner /Bidder will arrange to provide separate Energy Meter for the proposed premises / space. The payment of actual consumption recorded therein will be made directly by the SBI to the Electricity Distribution Company.
  17. Landlord/Owner /Bidder will ensure / provide hindrance free routes / access for laying of network, data, telephone and electricity cables in the premises offered to the Bank from any direction without any hindrance.
  18. Firefighting equipment should be provided, operated and maintained in good running condition at all times during currency of lease by the landlord/Bidder including providing full time (24x7) qualified operator within the quoted rent and no extra cost shall be borne by the Bank. The firefighting equipment/systems should comply with the Maharashtra Fire Prevention and Life Safety Measures Act 2006. Responsibility for renewal of license / permission in this regard shall be with the landlords/Owners /Bidders. The landlord/Owner/Bidder should produce certificate of compliance at the required periodicity.
  19. As the part office space may be used to function in three shifts, approximate 20% of the total area should have air conditioning by split / window/ VRF AC independently to render AC system for the operation in all weekdays. However, maintenance of all AC units will be ensured by the land lord without any extra cost to Bank.
  20. All permissions required from the competent local authorities for peaceful occupancy and use of the offered property by the Bank shall remain with the Bidder before making an offer to the Bank and ensure its validity/renewal in future and from time to time, as may be required.
  21. Bank reserves the right to sublet / permit the usage of the premises to its Associates and Subsidiaries and no additional rent/compensation will be paid to the landlord /Owner /Bidder.

22. Landlord/Owner /Bidder shall be responsible to carry out necessary additions/ alterations to the premises at their own cost as per plan approved by the Bank. Bank have the liberty to modify the interior of the premises and landlord has to permit any modification required including installation of any system/equipment/gadget that is required for the functioning or safety of the Bank except structural modification to the load bearing structures/members.
23. The landlord/Owner /Bidder should ensure that the building should be kept in good condition, and where the external façade is of glass, the cleaning of the glass should be arranged by them periodically.
24. The responsibility for cleaning and maintenance of all common amenities and areas will remain with the Landlord/Owner /Bidder within the approved rent of premises.
25. In case the Bank will be the sole occupant of the premises offered for lease, the security will be arranged by the Bank.
26. The other mandatory requirements in respect of premises to be hired are as under:
  - a. Building Type: Single Building with large floor plates with modern amenities. Area offered should be on contiguous floors.
  - b. Air-conditioning: Building should be equipped with central air-conditioning system with chiller plant. Each floor should have AHU (Air Handling Unit).
  - c. The offered premises should have an exclusive entrance with availability of adequate space exclusively in the possession of Bank to keep Baggage X-Ray scanner machine, bio metric access, Metal Detectors, CCTV Cameras etc.
  - d. The proposed office is a high security premises and should have one-point entry/exit.
27. If the part premises offered, please indicate the floor wise area viz. Ground, First, second and so on if any, and number of parking spaces offered should be indicated separately exclusively used for SBI.
28. The successful bidder/lessor shall be responsible to procure all essential and applicable permission / licenses as per local authority norms viz
  - a. Municipal license/ NOC / approval for Banking activities in the premises
  - b. Approval of Layouts etc from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing of the premises by the Bank.
  - c. Seeking completion certificate from Municipal authorities after the completion of interior furniture work.
  - d. To arrange required additional electrical power load, if any at his/her cost from the State Electricity Board or any other private electricity company in that area etc.
  - e. Make provisions for installation of AC Outdoors Units, Bank's Signage (of required size) at front & side fascia,
  - f. Providing suitable earthlings, Earth stations, V-SAT, etc within the compound by the bidders/lessor at no extra cost to the Bank.

29. Bidder/Lessor should obtain and furnish the structural stability certificate from the licensed structural consultant at his cost.
30. The SBIIMS shall be at liberty to occupy unfurnished premises. In such an eventuality, the landlord shall arrange to submit the Plans/proposal to the Municipal Corporation/Collector/town planning etc. and procure necessary approval thereof within one-month time from the date of receipt of approval of all such plans/drawings for proposed Furnishing and Fit Out from SBI/SBIIMS along with other related documents so that the interior renovation work can commence.
31. After the completion of the interior works, etc. the lease agreement will be executed and the rent payable shall be reckoned from the date of occupation of the premises by the Bank. The lease agreement will include inter-alia, a suitable exit clause and provision of de-hiring of part/full premises.
32. The rent quoted should be inclusive of all present and future taxes whatsoever including municipal charges, society charges, maintenance etc. excluding GST which shall be reimbursed extra at applicable rate.
33. Landlord/Owner /Bidder has to ensure 24 hrs potable water supply at their cost. However actual water consumption charges will be borne by the Bank for which provision of separate water storage tank as well as necessary metering arrangement shall be arranged by the landlord.
34. All civil, interior & furnishing, electrical, air conditioning, data cabling, EPABX system, CC TV, Biometric access & firefighting etc. works to be carried by the land lord at their own cost before handing over possession to the Bank as per the Banks approved layout plan and specifications.
35. Premises should have an independent/direct 24x7 free access from the road and not through some other establishment.
36. The offers submitted by qualified bidders participating in price bid should remain valid at least for a period of 180 days to be reckoned from the last date of opening of price bid.

## **GENERAL CONDITIONS OF CONTRACT**

1. **Definitions:** The various terms used in this tender shall be interpreted as indicated below:

Sr. No.	Term	Description
1	SBIIMS	SBI Infra Management Solutions Pvt. Ltd (A Wholly owned subsidiary of State Bank of India)
2	Bank/SBI	State Bank of India, Global IT Centre, Belapur, Navi Mumbai
3	GITC	Global IT Centre of SBI
4	Bidder / Owner / Landlord	Entity/firm/individuals participating in the Bidding process as owner of the property in response to this RFP and shall include his/their legal heirs, successors and assigns.
5	Bid	Tender Documents submitted by the Landlord or their authorized representative in the specified format.
6	Lease Agreement/Service Level Agreement	Agreement entered between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
7	EMD	Earnest Money Deposit
8	LOI	Letter of Intent
9	RFP	Request for Proposal
10	ISD	Initial Security Deposit
11	PBG	Performance Bank Guarantee
12	LOU	Letter of Understanding

2. **Clauses:**

a. **Tender Processing fees: (Non- refundable)**

**Rs.25,000/-** (To be deposited through SBI collect with tender ID **GIT202002091**. The Printout of the online receipt of payment should be enclosed with Technical Bid.) (Refer 'Annexure I').

The bidders who have participated in the previous tendering process with tender ID **GITC20192011** dated **21.02.2019** for the project and already paid Tender Processing Fee are exempted from paying the same against this Tender. However, the copy of receipt to be enclosed for our record failing which their bid may be disqualified

**b. Earnest Money Deposit (EMD):**

- a. The Bidder shall furnish EMD of Rs.10,00,000.00 (Rupees Ten Lakhs only) by way of Demand Draft/Pay Order issued by any scheduled Bank drawn in favour of **SBI Infra Management Solutions Pvt. Ltd.** and payable in Mumbai.
- b. The original EMD should be submitted to the office of SBIIMS and copy of the same to be uploaded along with Technical Bid on the service provider's website.
- c. Bid not accompanied by the specified EMD shall be disqualified.
- d. The EMD of the unsuccessful Bidders shall be returned within 60 days from the date of opening of Price Bid.
- e. The EMD of successful bidder will be discharged upon the Bidder furnishing Security Deposit in the form of Demand Draft / Bank Guarantee (BG) issued in favour of SBI for an amount equal to 10% of the total annual rent plus all other charges as per price Bid (subject to its approval and acceptance by the Bank) i.e. Rent of Premises, Rent Furniture and Fit out, Building maintenance charges, Pro-rata common facility charges, Parking charges but excluding Generator consumption charges.
- f. The Landlord/Owner /Bidder shall be bound to deposit Security Deposit within one month from the date of receipt of Letter of Intent. Failure to deposit the Security Deposit may result in cancellation of offer within sole discretion of the Bank/SBIIMS.
- g. The Security Deposit will be retained by the Bank for a minimum period of 18 months from the date of commencement of Lease.
- h. No interest is payable on EMD.
- i. The EMD of the Bidder may be forfeited under the following circumstances: -
  - i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - ii. 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;
  - iii. If EMD is forfeited for any reasons mentioned above, the concerned bidder may be debarred from participating in the RFPs floated by the SBIIMS/SBI or its department in future, as per sole discretion of the SBIIMS / SBI.

**c. Security Deposit (SD):**

1. The successful bidder shall be bound to deposit SD in the form of DD / Unconditional Bank Guarantee equal to 10% of total annual rent plus other charges comprising of following:
  - Rent for Premises.
  - Rent towards furniture/furnishing/Fit Out
  - Building maintenance charges

- Pro-rata common facility charges,
  - Parking charges,
2. If the bidder choose to deposit the Bank guarantee, the same should be issued by any scheduled Bank in favour of SBI in the format approved by SBI within 30 days from the date of receipt of LOI.
  3. In case, successful bidder fails to submit the SD as above the Bank/SBIIMS may consider cancelling the tender and under such circumstances EMD of the bidder will be forfeited.
  4. The Security Deposit of the successful bidder is liable to be forfeited besides cancellation of their Tender, in case, they are unable to procure/produce Occupancy Certificate from the competent authority within timeline specified in the tender.
3. **Governing Language:** The governing language shall be English.
4. **Scope of Work:**  
Acquisition of office premises of about 23,000 to 28,000 sq. mtr. (2.50 to 3.00 Lakh Sq. Ft.) Carpet area on long term lease for State Bank of India, GITC, Navi Mumbai.
5. **Award Criteria:**
- i. SBIIMS will notify the successful bidder in writing by letter of Intent (LOI) by Speed Post or Email that their bid has been accepted. The Selected bidder has to return the duplicate copy of such letter to the SBIIMS within 07 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
  - ii. The successful bidder will have to submit Security Deposit in form of DD / Unconditional Bank Guarantee from the scheduled Bank other than SBI for the amount and validity as mentioned in hereinabove. The format of the BG will be provided by the Bank.
  - iii. Submission of the Copy of Board Resolution or Power of Attorney showing that the Signatory is authorized to sign the acceptance letter of Intent (LOI) as well as to execute the contract.
  - iv. The successful bidder shall be required to enter into a Lease Agreement with the SBI, within 90 days of award of the tender or within such extended period as may be decided by the SBI.
  - v. Until the execution of a formal Agreement, the Bid document, together with the SBIIMS's notification of award and the Bidder's acceptance thereof, would constitute a binding contract between the SBI and the successful Bidder.
  - vi. The SBIIMS 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.

**6. Lease Agreement:**

The successful bidder shall execute the Registered Lease Deed for a minimum period of 5 years as per the Format approved by the Bank covering its Standard Terms and Conditions besides the Terms and Conditions stipulated in this tender.

The draft agreement will be finalized by the SBI/MSB in consultation and approval of SBI Law Department.

The Stamp Duty and Registration charges towards Registration of Lease Deed with the competent authority shall be born equally (50:50) by the lessors and the Bank.

**7. Insurance:**

The Lessor(s) shall keep the demised premises insured at all times during the term hereby created or any extension/s thereof from loss or damage by fire, earthquake, riots and against such other risks as may be required by the lessee and to make all payments necessary for the above purposes within three days after the same shall respectively become payable and to produce to the Lessee or its agent on demand the several policies of such insurance and the receipts for each such payment and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises and to make up any deficiency out of the Lessor's own moneys.

**8. Lease Period:**

- i. The Lease Agreement will be for an initial period of 5 years extendable for another **three terms of 5 years** each on the same terms and conditions except monthly rent which shall be revised as per agreed terms of contract solely at the discretion of the bank.
- ii. The Bank reserve its rights through requisite exit clause in the Lease Deed to facilitate full / part de-hiring of space/area by serving 3 months prior written notice.
- iii. The Bank reserves the right to terminate the Agreement and vacate the premises any time prior to expiry of the Lease Term by giving three months prior notice to the Lessee. The Lessee shall not be entitled to claim any compensation/loss of profit arising out of such termination and vacation of premises.

**9. Taxes and Rent:**

- a. The landlord should have valid PAN Number & GST Number
- b. The Income tax and other taxes as applicable will be deducted by the Bank at source while paying the monthly rentals and other charges of the premises to the Landlord.
- c. The responsibility towards payment of following Taxes/Charges will remain with the Landlord/Owner to the respective Department/Organisations/Agencies:
  - a. Payment of all taxes (present / future) pertaining to the premises including property tax, water tax, municipal tax etc. levied by the Central / State Government local authorities on the premises.
  - b. License fee payable to the various authorities for renewal of Licenses of Electrical Installations/ Sub Station, Lifts, Fire Fighting Installations, Sewage Treatment Plant, RO Water Treatment Plant/Water softeners, EPABX etc.

- c. Annual Maintenance Contract (AMC) Charges (including Operational Maintenance of all Equipment/Fixtures etc provided by the Landlord with respective Maintenance agencies/OEMs for (i) AC Plant including Window/Split/Cassette/VRV/VRF Type Air-conditioners, (ii) Lifts/Escalators (iii) Fire Fighting Installations (iv) DG Sets (v) EPABX system (vi) CCTV Installation (vii) Water Pumps (vii) Any other equipment provides in the premises.
- d. Income Tax and other statutory clearances, if required, shall be obtained by the landlord/Owner at their own cost as and when required.
- e. All payments to the landlord shall be made by Bank through Account Payee Cheque or RTGS/ NEFT.
- f. The rent of premises will be payable to the Landlord/Owner from the date of receipt of Occupancy Certificate or date of hand over of the premises after completion of all fit out work (if opted) to the satisfaction of the Bank whichever is later. The Owner / land lord should mention a confirmed date by which he will obtain and produce to the Bank the Occupancy Certificate, however the date of submission of OC should not be later than 180 days from the date of opening of Technical Bid.

#### 10. Penalty:

Penalty clauses for non-fulfilment of the following T&C shall be as follows:

S. No.	Item	Penalty (% of current monthly rental *** )
1	Water not available for 4 hours or more	0.1% per instance
2	Electricity outage for more than ½ hour	0.5% per instance
3	50% or more than 50% of the lifts not working for more than 4 hours	0.1% per instance
4	A.C. outage for more than ½ hour	0.5% per instance
5	Delay in handing over	If more than 180 days from the date of LOI, SBIIMS has right to impose penalty of Rs.10,000/- per day for delayed period.

- **\*\*\* Monthly rental** means Rent of Premises, Rent of furniture and Fit out, Building maintenance charges, Common Facility Charges, Parking Charges, Generator fuel consumption charges.
- Maximum penalty in a month shall not exceed 5% of the monthly rental \*\*\*.
- Penalty shall not be levied in case of force majeure.
- Penalty if any, calculated during the month will be recovered from next month rent.

#### 11. Disputes/Arbitration

- i. Any dispute, controversy or claims arising out of or relating to the agreement with the successful bidder, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and



Conciliation Act, 1996.

- ii. All questions, claims, disputes or differences arising under and out of, or about the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties as per the above-mentioned provision.
- iii. The place of Arbitration shall be at Mumbai.
- iv. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- v. The award of the arbitrator shall be final and conclusive and binding upon the Parties. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- vi. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
- vii. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by email / speed post / by postage prepaid registered post with acknowledgement due or by a reputed courier service (to the designated address / email as mentioned in the contract), in the manner as selected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by email, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

**(To be submitted along with Technical bid)**

**BID FORM (TECHNICAL BID)**  
[On Applicant's letter head]

Date: \_\_\_\_\_

**The Vice President & Circle Head**

SBIIMS

GITC Circle office,

Navi Mumbai 400614

Dear Sir,

Ref: RFP No. dated. \_\_\_\_\_

**HIRING OF PREMISES AT NAVI MUMBAI**

- I. I / We have thoroughly examined the Terms and Conditions of above RFP, the receipt of which is hereby duly acknowledged and fully understood the requirement of the SBIIMS and subsequent pre-bid meeting clarifications/ modifications / revisions furnished by the SBI/SBIIMS.  
I / We shall abide by the terms and conditions spelt out in the RFP including clarifications of Pre-bid meeting. I / We shall participate and submit the commercial bid on the date advised to us.
- II. 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) The rates/ prices submitted by me / us in the Price Bid have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - c) The rates/ prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - 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 indicative price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the SBIIMS/SBI, without any exception.
- III. If our offer is accepted, I / We undertake to complete the premises and hand over the possession to the SBIIMS/SBI as specified in this RFP.

- IV. I / We agree to abide by all the terms and conditions of this RFP, and the rates quoted therein by us for the premises to be provided to the SBIIMS/SBI up to the period prescribed in the Bid, which shall remain binding upon us.
- V. I / We certify that I / We have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the SBIIMS submitted by us in our Bid document.
- VI. It is further certified that the contents of our bid are factually correct. I / We also accept that in the event of any information / data / particulars proving to be incorrect, the SBIIMS/SBI will have the right to disqualify us from the bid.
- VII. 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.
- VIII. If our bid is accepted, I / We undertake to enter into and execute at our cost, when called upon by the SBIIMS to do so, a contract in the prescribed form and I / We shall be jointly and severally responsible for the due performance of the contract.
- IX. 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 SBI and/or communicated to the successful bidder(s).
- X. We agree that in case, in the opinion of the Bank, the L-1 bid received is found higher than the prevailing rent in the locality, the SBIIMS, may consider cancelling Price Bids of all qualified bidders and may opt for fresh bidding through E-reverse Auction Process. In such an eventuality, we undertake that we shall not object to the decision of SBIIMS and shall be ready to participate in the online E-reverse bidding for the purpose.
- XI. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the SBIIMS in the RFP document.

Dated this ..... day of 2020

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(Signature)  
(In the capacity of)

(Name)

Duly authorised to sign Bid for and on behalf of

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Seal of the Bidder/Landlord

**ANNEXURE B****(To be submitted along with Technical Bid)****DETAILS OF OFFER**

With reference to your advertisement in \_\_\_\_\_, Mumbai dated the \_\_\_\_\_, I/We hereby offer the premises owned by me/us for housing the office of State Bank of India, GITC on lease basis.

A	General Information	
1	Name of the landlord	
2	Mobile No	
3	Pan No.	
4	GST No.	
5	Email id	
6	Name of the building offered	
7	Location of Premises offered	
8	Floor of the Premises offered (Ground /First floor etc.)	
9	Plot No.	
10	Name of the Street	
11	Name of the City with Pin code	

B	Technical information	
1	Building	Load bearing OR Framed structure
2	Type of the building	Commercial/ BFSI office space

3	Total No. of floors	.....Nos.
4	Floor wise Carpet area available	.....Sq. Mtr.
5	No of Floors being Offered to the Bank with Carpet area (Floor-wise)	.....Nos
6	Does the building have Clear and marketable title	YES/NO *
7	Total parking space available in the premises	No. of Cars ..... No. of Two Wheelers .....
8	Total parking space offered to the Bank within the premises	No. of Cars ..... No. of Two Wheelers .....

<b>C</b>	<b>Status of the Premises</b>	
1	Is Building ready for occupation	YES/NO
2	If not, then how much time will be required for making it ready for occupation. Also state current stage in brief.	..... Days

<b>D</b>	<b>Amenities Provided</b>	
1	Electrical power supply (Please specify currently connected power Load)	YES/NO
2	Running Potable water supply	YES/NO
3	Adequate number of toilets for: <ul style="list-style-type: none"> <li>Ladies</li> <li>Gents</li> <li>Toilets for Physically disabled persons</li> </ul>	No of Toilets ..... No of Toilets ..... No of Toilets .....
4	Whether plans are approved by the local authorities	YES/NO

5	Whether NOC from the Fire Department obtained	YES/NO
6	Whether occupation certificate has been received	YES/NO
7	Whether direct access is available from the main road	YES/NO
8	Whether standby (generator) power Supply is available. If Yes, mention capacity available.	YES/NO
9	Whether fully air conditioned? If yes, please mention Type of ACs provided.	YES/NO
10	How many lifts with the specifications (loading capacity) can be made available for exclusive use of Bank	.....Nos , ....persons
11	Mention the list of other amenities which are provided including Fire Fighting, CCTV surveillance, Biometric access, Metal detectors etc.	
12	Whether structural stability certificate Is available form qualified Structural Consultant?	YES/NO

<b>E</b>	<b>Approximate distance of Offered premises from following places (in Kms)</b>	
1	Sub urban railway station	..... Kms
2	Hospital	..... Kms
3	Bus Stop	..... Kms
4	Airport	..... Kms
5	SBI's GITC OFFICE PREMISES	..... Kms

<b>F</b>	<b>Other facilities</b>	
1	Car Parking (Nos)	..... Nos

2	Two Wheeler parking (Nos)	..... Nos
3	Capacity of DG Set	.....KW
4	Firefighting arrangement	YES/NO

<b>G</b>	<b>Any other special features of the building</b>	
<b>1</b>	Total sanctioned electrical load available Provision for Additional power requirement	..... KW ..... KW
<b>2</b>	Whether Structural Stability Certificate obtained (Certificate shall be from licensed structural Engineer of BMC/NMMC)	YES/NO
<b>3</b>	Source of the water supply to the building	

H	List of Documents to be attached:	
The following documents shall be enclosed with the <b>Technical bid</b> :		
List		Enclosed (YES/NO) or Fill the column as required
1	Sale/purchased /conveyance deed duly registered with the registrar prior to the current Lease deed	
2	Photocopy of approved /sanction layout;	
3	Photocopy of last paid house/property tax;	
4	Photocopy of last paid electricity /water bill;	

5	Photocopy of last paid society charges, if any;	
6	Completion certificate issued by the concerned authority confirming that structure is constructed as per approved plan;	
7	Documents confirming that property is clear & no lien / charge has been created; (The Bank shall obtain legal title investigation report from the SBI empaneled advocate at own cost which shall be reimbursed by the Successful bidder.)	
8	Ownership details with percentages;	
9	Elevation drawings of front & side;	
10	Photocopy of PAN Card.	
11	Photocopy of Certificate of incorporation (in case of Company)	
12	Photocopy of Partnership Deed (in case of Partnership firm)	
13	Photocopy of Power of Attorney, authorizing the authorized signatory to sign the tender documents (in case of partnership or different stake holders)	
14	Photocopy of Board resolution authorizing the authorized signatory to sign the tender documents	
15	Green building certificate or precertification from LEED India or IGBC or GRIHA, if any.	
16	Details of amenities provided / to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor, number of lifts (exclusive use of SBI, if any), finishes of staircase etc.	



17	Evidence of connected and sanctioned electrical load that can be exclusively used by SBI. Evidence should be in the form of communication from Electricity Board (total load) and letter from the bidder (for load apportioned to SBI).	
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[Attach separate sheet(s) if needed]

Signature of the Owner

Place:

Or

Authorized Signatory with Name & Seal

Date:

**ANNEXURE C****TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR  
SBI GITC. CBD BELAPUR, NAVI MUMBAI****TENDER PART-B (PRICE BID)**

(For illustrative purpose only. DO NOT FILL UP)

In continuation of our Technical Bid for the Hiring of our Premises by the Bank and having qualified for the same, we hereby offer the premises owned by us for housing your office on lease basis at the Rent and other charges quoted below in compliance of various Terms and Conditions mentioned in your RFP/tender document:

**A. RENT AND OTHER CHARGES**

Sr. NO	ITEM	QUANTITY	UNIT	RATE PER UNIT PER MONTH in Rs.	AMOUNT
1	RENT OF AIR CONDITIONED PREMISES (EXCLUDING FURNITURE)	23000.00#	SQM	Rs.....	Rs.....
2	RENT FOR FURNITURE** (Payable only for Initial Lease Period of 5 Years. However only if the lease period is extended then, no rent towards furniture shall be payable in subsequent lease period.)	23000.00#	SQM	Rs.....	Rs.....
3	BUILDING MAINTENANCE ## CHARGES INCUDING PRORATA COMMON FACILITY CHARGES ***	23000.00#	SQM	Rs.....	Rs.....
4	PARKING CHARGES				
	(A) FOR CARS	200	NOS	Rs.....	Rs.....
	(B) FOR SCOOTERS	300	NOS	Rs.....	Rs.....
6	FUEL CONSUMPTION AND MAINTENANCE CHARGES OF GENERATORS	50	HRS	Rs.....	Rs.....
	SUB – TOTAL PER MONTH (MR)			Rs.....	
	TOTAL RENT FOR 5 YEARS (MR x 12 x 5) (A)		(A)	Rs.....	

**B. ENHANCEMENT OF RENT OF PREMISES ON RENEWAL OF LEASE:**

S. No.	Description	Current monthly Rental (In Rupees)	% age Increase sought (<=25%)	Revised Rental per month (In Rupees)	RENT PAYABLE IN 5 YEARS (In Rupees)
1	INCREASE IN RENT @@ AFTER EVERY 5 YEARS (FOR THREE EXTENSIONS)				
(a)	FIRST BLOCK OF 5 YEARS POST EXPIRY OF INITIAL LEASE PERIOD OF 5 YEARS	Rs.....		Rs.....	Rs.....
(b)	SECOND BLOCK OF 5 YEARS	Rs.....		Rs.....	Rs.....
(c)	THIRD BLOCK OF 5 YEARS	Rs.....		Rs.....	Rs.....
	SUB-TOTAL (B)			(B)	Rs.....

**C. TOTAL COST:**                      **Sub Total (A + B)**                      **Rs.....**

**Note:** Bidders to note the following carefully while quoting their rates:

1. The bidders found quoting Lowest Amount in "C-TOTAL COST" above will be treated as L-1 bidder.
2. The Carpet area, Number of Cars/Scooters and running hours of Generators etc. mentioned in the price bid above are as per minimum requirement of the Bank and to bring all the bidders at Par to discover L-1 bidder.
3. However, actual quantities may vary for the selected premises and the rent and other charges shall be payable to the selected bidder as per actual carpet area of premises jointly measured as per provisions in the tender and number of car/scooter parking actually available for the exclusive use of the Bank.
4. The fuel Consumptions charges shall be reimbursed to the Landlord based on the actual running hours recorded in the Hour Meter as well Log Book maintained by the Bank (Whichever is lower) and approved rate per hour quoted in the Price Bid.
5. The above offer should remain valid for minimum six months from date of opening of price bid. The bidder can not withdraw their offer before 6 months else their EMD will be forfeited.
6. #Area means Rentable Carpet area: Refer clause /point number 5 on page 15 of RFP/Tender

7. \*Premises with furniture/fit out means Tables, modular work stations, cabins, data cabling, chairs, sofa, wall paneling etc. etc. to be provided by the bidder / landlord as per tender terms mentioned hereinabove.
8. \*\*Rent for furniture will be paid for initial lease period of 5 years only. No rent will be payable for subsequent lease period on subsequent renewal of lease period if opted by the Bank.
9. ## The Building maintenance charges to be quoted under item No.03 of the Price Bid includes expenditure towards comprehensive maintenance of air-conditioning, electrical fittings and fixtures, DG Sets, Fire alarm system, CCTV, Biometric scan system, etc.for the area occupied.
10. \*\*\*Common Facility Charges includes charges for all facilities which are common to or are used by all the tenants for common areas of the building such as security, reception, lighting, air-conditioning of common areas, lifts, parking lifts, housekeeping, water pumping, repairs and maintenance of common properties and amenities, pest control, firefighting etc.
11. @@ Rent for furniture will not be considered for enhancement in its rental of premises after expiry of 1<sup>st</sup> 5-year terms for subsequent terms, if the lease period is extended for subsequent term(s) and no. of car/scooter parking actual available to the exclusive use of Bank.
12. The Bank reserves the right to accept the rates of L-1 bidder as quoted above or to go for negotiation. Total monthly rent will be calculated as per actual measurements / qty as per terms of tender based on rates quoted above or agreed upon after negotiation.
13. Rentable carpet area mentioned above is approximate and may vary to any extent either side depending upon actual requirement / area occupied by the Bank.
14. Running hours for DG Sets are tentative. However, fuel consumption cost will be reimbursed for actual running hours recorded in the Hour meter & Log Book (whichever is lower) and Rate per hour approved by the Bank. The quote for this item should not exceed per hour fuel consumption published by the reputed DG Set manufacturer viz Cummins / Kirloskar / Cater Pillar etc.
15. In case, in the opinion of the Bank, the L-1 bid received is found higher than the prevailing rent in the locality, the SBIIMS, may consider cancelling Price Bids of all qualified bidders and may opt for fresh bidding through E-reverse Auction Process. In this connection, decision of the SBIIMS shall be final and binding to all the bidders.

SIGNATURE OF THE BIDDER

NAME

ADDRESS

CONTACT NO.

**ANNEXURE D**

(To be submitted along with Technical Bid)

**TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR**  
**SBI GITC, CBD BELAPUR, NAVI MUMBAI**

**EVALUATION MATRIX**

All technical bids will be first opened and applications will be screened. All the offered premises will be visited by the committee to verify the suitability and offered premises will be awarded marks based on following criteria.

Sr. No.	Broad Criteria / Technical parameters for selection	Max. Marks
1	Distance (from existing GITC building at CBD Belapur)	
i.	Upto 5 km	10
ii.	Above 5 and upto 8 km	8
lii	Above 8 Km and up to 10 km	6
2	Carpet Area per floor (sq. ft.) in one building in contiguous floors	
i.	> 40,000	15
ii.	>30,000 up to 40,000	10
iii.	>=25,000 up to 30,000	6
3	Status of Building	
i.	with occupation certificate	10
ii.	Occupation certificate to be obtained (will be obtained within 180 days of date of bid)	6
4	Lease rent increase after each period of 5 yrs	
i	=<10%	15
I	=<15%	12
li	=<20%	9
lii	=<25%	6
Iv	>25%	0
5	Ventilation and surrounding area	
i.	Good	10
ii.	Adequate	6
lii	Poor	0
6	Connected and sanctioned electrical load that will be exclusively provided to SBI***	
i.	> 3300 KW	10
ii.	> =2750 KW up to 3300 KW	7.5
iii.	< 2750 KW (if not available, bidder will obtain required minimum	5

	power within 180 days of price bid opening)	
7	Area offered	
i.	Independent building	10
ii.	Contiguous floors	6
iii.	Non-contiguous Floors	5
8	Available car parking* exclusive for SBI	
i.	> 300 cars	10
ii.	> 250 up to 300 cars	9
iii.	>= 200 cars up to 250 cars	7
iv.	< 200 cars	0
9	Available scooter parking exclusive for SBI	
i.	> 500 scooters	10
ii.	> 400 up to 500 scooters	9
iii.	>= 300 scooters up to 400 scooters	7
iv.	< 300 scooters	0
	Total	<b>100</b>

- Minimum qualifying marks shall be equal to or more than 50. The premises getting less than 50 marks will be summarily rejected. Committee decision in this regard is final and binding to the bidders.
- Price bid of only short-listed premises will be opened.
- Bank will at its sole discretion to accept the L-1 price bid or subject to relevant regulatory guidelines to negotiate with the L-1 bidder.
- Online Financial bids will be authorized only if **minimum two technically qualified bidders** are short listed.
- In case, in the opinion of the Bank, the L-1 bid received is found higher than the prevailing rent in the locality, the SBIIMS, may consider cancelling Price Bids of all qualified bidders and may opt for fresh bidding through E-reverse Auction Process. In this connection, decision of the SBIIMS shall be final and binding to all the bidders.

\* Bank reserves the right to use car parking area for parking of scooters and vice versa, if needed.

\*\* Distance means road distance, measured from any end of the concourse.

\*\*\* Power available should be at least 90 KW per 930 sq. mt. (10,000 Sq. Ft.) carpet area.

**(To be submitted along with Technical Bid)**

**TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR**  
**SBI GITC. CBD BELAPUR, NAVI MUMBAI**

**CERTIFICATE/UNDERTAKING FROM THE OWNER(S)**

I/We \_\_\_\_\_ (Name) M/s. \_\_\_\_\_ (Name / Company / Body / Firm) hereby confirm that I/we are the owner(s) of the Premises /property as described at \_\_\_\_\_ (Address) and are legally entitled to lease the subject premises/property.

Signature of the Owner

\_\_\_\_\_

I/We declare that the information furnished above is true and correct and conforms to the specifications.

Signature & seal of bidder

\_\_\_\_\_

I/We further declare, confirm and undertake:

- a. That the property has clear marketable title free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature.
- b. That the p r e m i s e s /property will be delivered mortgage free, if mortgaged, at the time of registration of lease deed.
- c. That the drafts of all documentation which may be finalized by the SBIIMS/SBI and its solicitors/lawyers shall be final and binding on me/us.
- d. To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us.
- e. That the transfer fees or any other charges or contributions or out go and all other expenses demanded by and /or payable for transfer of the offered premises o the Society, or to any other entity/authorities etc. incurred by either parties shall be borne and paid by me/us alone.

- f. I/We am/are aware that the SBIIMS/SBI 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.
- g. 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 lease deed before execution of the Lease deed or a letter authorizing the said use will be provided to us.
- h. 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.
- i. 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.
- j. 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.
- k. That the following documents as per the requirement of the SBIIMS or its legal team will be provided:
  - l. Sale deed or/and all other title documents through which the offered premises were purchased by me/us earlier.
  - m. All original chain of documents pertaining to the premises.
  - n. Latest Receipt of payment of Society charges, Electricity Bill and any other Charges.
  - o. Non-encumbrance Certificate and any other document required.
  - p. My/our offer is open for acceptance for a period of 180 days from the date of opening of technical bids. If required, the validity period may be extended on mutual agreement with SBIIMS, in case my/our offer being considered for final short listing.
  - q. 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: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of bidder with seal

Name of the signatory



**(To be submitted along with Technical Bid)**

The Vice President & Circle Head,  
SBI Infra Management Solution Pvt. Ltd.  
'C' Wing, First Floor, GITC, CBD Belapur,  
Navi Mumbai 400 - 614

Dear sir,

**TENDER FOR ACQUISITION OF OFFICE PREMISES ON LEASE FOR SBI GITC,**  
**CBD BELAPUR, NAVI MUMBAI:**  
**SELF-DECLARATION - NO BLACKLISTING**

In response to the RFP Ref. No. dated for acquisition of office premises on Lease basis, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our company/ firm \_\_\_\_\_, at the time of bidding: -

- a. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- 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 not have 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.

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 EMD may be forfeited in full and our bid, to the extent accepted, may be cancelled

Signature:

Seal of Company

**(To be submitted along with Technical Bid)**

**PRE-CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 201, between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its ----- Department / Office at -----

-,-----,

(Hereinafter called the "Bank", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by Shri -----, Chief Executive Officer (hereinafter called the "BIDDER which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the Bank proposes to take Commercial Premises on long term lease and the BIDDER is willing to offer/has offered the said premises for lease and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Bank is an Office / Department 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:

- Enabling the Bank to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- 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 Bank 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:

**Commitments of the Bank**

1.1 The Bank undertakes that no official of the Bank, 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 Bank 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 Bank 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 Bank with full and verifiable facts and the same is prima facie found to be correct by the Bank, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Bank 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 Bank the proceedings under the contract would not be stalled.

## **2. Commitments of Bidders**

- 2.1 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:
- 2.2 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 Bank, 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.
- 2.3 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 Bank 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.
- 2.4 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.

- 2.5 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.
- 2.6 The BIDDER further confirms and declares to the Bank that the BIDDER is the original vendors or service providers in respect of product / service 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 Bank 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.
- 2.7 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 financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Bank 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.
- 2.8 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.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Bank 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.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 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 Bank, or alternatively, if any relative of an officer of the Bank has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. 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 Bank.

### **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 Bank 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 SBI Infra Management Solutions Pvt. Ltd. from a scheduled 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 nationalized Bank other than SBI and promising payment of the guaranteed sum to the Bank on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Bank shall be treated as conclusive proof for making such payment to the Bank.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Bank, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the Bank 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 any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Bank 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 Bank desires to drop the entire process.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank 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 Bank, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing 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 LIBOR. If any outstanding payment is due to the BIDDER from the Bank in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.
- vi. 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 Bank resulting from such cancellation/rescission and the Bank shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Bank or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the Bank.
- viii. 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.
- ix. Forfeiture of Performance Bond in case of a decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- x. Intimate to the CVC, IBA, RBI, as the Bank deemed fit the details of such events for appropriate action by such authorities.

5.2 The Bank will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) 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 Bank 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 Monitor(s) appointed for the purposes of this Pact.

**6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank 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 Bank, if the contract has already been concluded.

**7. Independent Monitors**

7.1 The Bank has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

.....  
.....  
.....  
.....

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Bank.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Bank including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The Bank will provide to the Monitor 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 Monitor the option to participate in such meetings.

- 7.8 The Monitor will submit a written report to the designated Authority of Bank/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the Bank / 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 Bank 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 is the seat of the Bank.

## **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 upto 5 years or the complete execution of the contract to the satisfaction of both the Bank 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 Bank.
- 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 Bank For BIDDER/Owner/Land lord

Name of the Officer Designation

Office / Department / Branch

State Bank of India

Witness	Witness
1	1.
2	2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the Bank in regard to involvement of Indian agents of foreign suppliers.

Note:

This agreement will require stamp duty as applicable in the State where it is **executed**.

**1. For any grievances in transaction / process you may contact any one of the following Integrity External Monitor (IEM) as under:**

**A. Shri. K. Chandrahas IRS (Retd)**

**G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad 500034**

**Email id : [kchandrahas@yahoo.com](mailto:kchandrahas@yahoo.com)**

**Mobile No.: 8008449678 / 040 - 23354178**

**B. Dr. Parvez Hayat, IPS (Retd)**

**B-4/69-A, Safdarjung Enclave, New Delhi 110029**

**Email id : [phayatips@gmail.com](mailto:phayatips@gmail.com)**

**Mobile No.: 9810134469**

**ANNEXURE H**

**PRE-BID QUERY FORMAT**

**To be provided Strictly in Excel Format**

<b>Bidder Name and address</b>	<b>SI No.</b>	<b>RFP Page No</b>	<b>RFP Clause No</b>	<b>Existing Clause</b>	<b>Query / Suggestions</b>

**(TENDER PROCESSING FEES METHOD)**

**TENDER PROCESSING FEES SUBMISSION METHOD THROUGH SBI COLLECT.**

The steps involved in making the payment through **SB Collect towards Cost of Tender** are as under: -

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

**NOTE :** *Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility.*

*Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.*

## Procedure for payment of Tender Fee through SB Collect payment portal:

The portal link is available in SBI online banking site <https://www.onlinesbi.com/>.

Select "**SB Collect**" from Top Menu, that will lead to the next page:

Stamp and signature of the bidder / Land Lord

“Proceed” will lead to the next page:

The screenshot shows the State Bank Collect website in Internet Explorer. The browser address bar displays <https://www.onlinesbi.com/sbico>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area has a breadcrumb trail "State Bank Collect / State Bank Collect" and an "Exit" link. A status bar shows "State Bank Collect" and the date "09-Jan-2019 [12:23 PM IST]". The main form area is titled "Select State and Type of Corporate / Institution". It contains two dropdown menus: "State of Corporate / Institution \*" and "Type of Corporate / Institution \*", both with "----- Select State -----" and "----- Select Type -----" respectively. A "Go" button is located below the dropdowns. A red error message box states: "Mandatory fields are marked with an asterisk (\*)" and "State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank." The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

Select "**All India**" in "State of Corporate/Institution" & Select "**Commercial Services**" in "Type of Corporate/ Institution". “Go” will lead to the next page:

The screenshot shows the State Bank Collect website in Internet Explorer, displaying the next step in the process. The browser address bar displays <https://www.onlinesbi.com/sbico>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area has a breadcrumb trail "State Bank Collect / State Bank Collect" and an "Exit" link. A status bar shows "State Bank Collect" and the date "09-Jan-2019 [12:25 PM IST]". The main form area is titled "Select from Commercial Services". It contains a dropdown menu labeled "Commercial Services Name \*" with "-- Select Commercial Services --". Below the dropdown, there are "Submit" and "Back" buttons. A red error message box states: "Mandatory fields are marked with an asterisk (\*)". The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

Stamp and signature of the bidder / Land Lord

Select **"SBI Infra Management Solutions"** in Commercial Services Name and **"Submit"**

The screenshot shows the SBI State Bank Collect website. The header includes the SBI logo and navigation links. The main content area displays the company name "SBI Infra Management Solutions Pvt Ltd" and its address. Below this, there is a section titled "Provide details of payment" with a dropdown menu for "Select Payment Category" and a text input field for "Enter Tender ID". A "Submit" button is located below the input field. A red banner at the bottom contains instructions: "Mandatory fields are marked with an asterisk (\*)", "The payment structure document if available will contain detailed instructions about the online payment process.", and "Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008".

Select **"Tender Application Fee"** in "Payment Category" and enter the **"TenderID"** exactly as we preloaded with characters in Uppercase only in place of Circle Codes. The next Page will be ready with few of the Preloaded Tender Details:

The screenshot shows the SBI State Bank Collect website with the "Tender Application Fee" category selected. The form includes fields for "Tender ID", "Tender Name", "Open Date", "End Date", "Amount in Rupees", "Vendor Email ID", "Vendor GST No", "Vendor Mobile No", and "Vendor Name". A "Remarks" field is also present. Below these fields, there is a section for "Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises." This section includes fields for "Name", "Date Of Birth / Incorporation", "Mobile Number", and a CAPTCHA image with the text "39E10". A "Submit" button is located at the bottom of the form. A red banner at the bottom contains instructions: "Mandatory fields are marked with an asterisk (\*)", "The payment structure document if available will contain detailed instructions about the online payment process.", and "Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008".

Stamp and signature of the bidder / Land Lord

The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No. Submit the printout of the Receipt, along with the Tender Application.



**Annexure – J****(To be submitted alongwith Technical Bid)**

The bidder has to submit the following information on letter head

SR NO.	DETAIL	
1	Carpent area per floor (Sq. ft.)	_____ Sq. ft.
2	Enhancement of rent of premises on renewal: a. After 1 <sup>st</sup> block of 5 years b. After 2 <sup>nd</sup> block of 5 years c. After 3 <sup>rd</sup> block of 5 years	.....% .....% .....%
3	Connected and sanctioned Electrical load that will be exclusively provided to SBI	_____ KW
4	Available Car parking exclusive for SBI	_____ Nos
5	Available Scooter parking exclusive for SBI	_____ Nos

**ANNEXURE K****Contact Information**

<b>E-Procurement Technologies Ltd.</b>	<b>State Bank of India</b>
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.: +91 79 61200 579   580   567   569   566</p> <p>Riddhi Panchal E-mail : Riddhipanchal@auctiontiger.net Contact No : 07968136805</p>	<p>The Vice President &amp; Circle Head, SBI Infra Management Solution Pvt Ltd., 'C' Wing, First Floor, GITC, CBD Belapur, Navi Mumbai 400 614</p> <p>Contact No : 02227576249 E-mail : <a href="mailto:headgitc.sbiims@sbi.co.in">headgitc.sbiims@sbi.co.in</a></p>

**BUSINESS RULES FOR e-TENDERING**

**Name of work / Project: ONLINE E-TENDERING FOR ACQUISITION OF OFFICE PREMISES ON LONG TERM LEASE FOR STATE BANK OF INDIA GITC, CBD BELAPUR, NAVI MUMBAI.**

**Vide Tender ID: GIT202002091 Dated : 20.02.2020**

BUYER NAME	State Bank of India Global IT Centre, CBD Belapur, Navi Mumbai.
E-TENDERING TO BE CONDUCTED BY	SBI Service Provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876.
DATES	i) Submission of <b>Online Technical Bid</b> : From 20.02.2020 to 06.03.2020 up to 02:00 PM. On E-Tendering Website: <a href="https://etender.sbi/">https://etender.sbi/</a> ii) Submission of price bid (Item wise): Will be communicated to the qualified bidders separately
DOCUMENTS to be submitted to SBIIMS GITC Circle office within scheduled time and date.	i) Supporting documents along with EMD & Receipt of tender processing fees. ii) Confirmation of business rule document of e-tendering process. iii) Confirmation of terms and conditions of e-tendering process. iv) Confirmation of process compliance form.

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “**E-TENDERING PROCESS**” which comprises of **Technical Bid** and **Price Bid**.

1. For the proposed e-Tendering Process, already empanelled vendors for the said purpose who fulfil all terms and conditions including deposit of Tender process amount and earnest money amount only shall be eligible to participate.
2. SBIIMS will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on Internet.
3. SBIIMS will inform the vendor in writing, the details of service provider to enable them to contact and get trained.

4. Business rules like event date, time, etc. also will be communicated through service provider for compliance.
5. Bidders have to fax the compliance form in the prescribed format (provided by service provider) before start of e-Tendering Process. Without this the vendor will not be eligible to participate in the event.
6. E-Tendering Process will be conducted on schedule date & time.
7. At the end of E-Tendering Process, the lowest bidder value will be known on the network.
8. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS through service provider within 24 hours of completion of E-Tendering without fail.
9. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBI as per prevailing procedure.

## **Terms & Conditions of E-Tendering Process**

1. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, SBIIMS and / or ETL shall take action as appropriate.
3. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work
4. E-TENDERING TYPE: a) Online Sealed Price Bid.
5. E-TENDERING WINNER: At the end of the Price Bid, SBIIMS will evaluate all the bids submitted and will decide upon the winner.
6. GENERAL TERMS & CONDITIONS: Bidders are required to read the "Terms and Conditions" section of the e-Tendering site using the Login Ids and passwords given to them.
7. OTHER TERMS & CONDITIONS:
  - 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.
  - The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS to any other party.
  - SBIIMS's decision on award of Contract shall be final and binding on all the Bidders.
  - SBIIMS along with ETL can decide to extend, reschedule or cancel any E-Tender. Any changes made by SBIIMS and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
  - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
  - ETL is not responsible for any damages, including 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 requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event**
- **All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s e-Procurement Technologies Pvt. Ltd, Ahmedabad and copy of the same to be send to SBIIMS along with technical bid as mentioned in the above NIT before due date.**

### **Process Compliance Form**

(The bidders are required to print this on their company's letter head and sign, stamp and send the scanned copy to service provider and hard copy / scanned copy to SBIIMS, GITC Circle)

To

Date:

**e-Procurement Technologies Ltd. (Procure Tiger)**  
**A-201-208, Wall Street-II, Opp. Orient Club,**  
**Nr. Gujarat College, Ahmedabad-380 006,**  
**Gujarat, India. Tel: (079) 40016837 / 835**  
**Fax: (079) 40016876**

**Sub: Agreement to the Process related Terms and Conditions for the e-Tender**

Dear Sir,

**This has reference to the Terms & Conditions for "e-Tendering for "ACQUISITION OF OFFICE PREMISES ON LONG TERM LEASE FOR STATE BANK OF INDIA GITC, CBD BELAPUR, NAVI MUMBAI "**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the all the terms & conditions specified in the tender, Commercial Terms and the Business rules governing the e-Tendering Process and the RFP as mentioned in your letter 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 SBIIMS and ETL 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 understand that in the event we are not able to access the e-Tendering site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the e-Tendering close time and no claim can be made by us on either SBIIMS or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
6. I/we do understand that ETL may bid on behalf of other bidders as well in case of above-mentioned exigencies.
7. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
8. We also confirm that we will fax the price confirmation of our quoted price as per Annexure II and the format as requested by SBIIMS/ ETL.
9. We hereby confirm that we will honour the Bids placed by us during the e-Tendering process.
10. **I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We will quote our rates in the price bid and subsequent E-Tendering.**

With regards

Signature with company seal

Date:

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send this document on [birva@procuretiger.com](mailto:birva@procuretiger.com) /

[hemang@procuretiger.com](mailto:hemang@procuretiger.com) / [headgitc.sbiims@sbi.co.in](mailto:headgitc.sbiims@sbi.co.in).