



**PREMISES & ESTATE DEPARTMENT, LHO MAHARASHTRA**

3<sup>RD</sup> FLOOR, SYNERGY BUILDING, G- BLOCK,  
BANDRA KURLA COMPLEX, MUMBAI-400 051

***TENDER ID: MAH202203007***

**PART – A: TECHNICAL BID**

**TENDER FOR OUTRIGHT PURCHASE OF READY-BUILT PREMISES IN  
KHARADI OR BANER IN PUNE FOR ESTABLISHMENT OF SBI LOCAL HEAD  
OFFICE MAHARASHTRA**

**TENDER SUBMITTED BY:**

**NAME** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**OFFERS FROM BROKERS WILL NOT BE ENTERTAINED.**



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## NOTICE INVITING TENDERS

SBI invites e-tenders for outright purchase of ready-built premises from Individuals/ Partnership Firms/ Companies which are owner/ Lessee (Lease with non-statutory lessor not accepted) / POA Holder or authorized representative of owner to offer for sale to Bank, office premises with **minimum 1,00,000 Sq ft** Carpet area as per RERA 2016 located in Kharadi or Baner area within Pune Municipal Limits for use as commercial activities. Preference will be given to ready built single/sole occupancy premises. Ready built premises mean complete in all respects and possession being given to the Bank within 3 months from the date of the LOI. All the necessary permissions and certifications from the concerned local authorities should be in place for occupancy of the premises. The property should be **free from all encumbrances** and the owner must have a **clear and marketable title** on the same. The premises likely to be ready for occupancy with guaranteed possession and **permanent water & Independent HT (High Tension) electricity connection, Occupancy Certificate** within **3 months** from the date of the purchase order may also be considered at Bank's discretion. The location, approximate area requirements (Carpet area as per RERA 2016), the schedule of dates for pre-bid meeting and final submission of the bid etc. are tabulated below for easy comprehension.

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

### Details of requirements of Premises

Category	Minimum Carpet area as per RERA 2016 of the Premises in SqFt	Minimum Plot Size	Minimum Number of Four-wheeler & Two - wheeler covered Parking Required	Location
<b>Commercial</b>	1,00,000 SqFt *	1 Acre (43,560 SqFt)	Four wheelers - 150 Nos & Two wheelers - as per prevalent norms. (Preferably within the same building)	<b>Kharadi</b> (distance from Magarpatta or Ahmednagar road should be within 1.5 KM) <b>Baner</b> (distance from westerly bypass road or Baner Road Should be within 1.5 KM) Property should be in municipal limits of Kharadi or Baner in Pune

\* Purchase can be made for larger Carpet area as per RERA 2016 as mentioned above depending upon the suitability / requirement as also the availability position thereof at that time.

e-Tendering Contact persons: Shri Shaikh Nasruddin - 9510812960  
Shri. Fahad Khan - 9904406300  
Shri Shubh Solanki - 9265562819

**Schedule of Events:**

The details of tender are as under:

SN	Particulars	Details
1	Name of work	Tender for Outright Purchase of Ready-Built Premises in Kharadi or Baner in Pune for establishment of SBI Local Head Office Maharashtra
2	Nature of Tender	Purchase for outright purchase of ready built sole occupancy premises
3	Time allowed for Handing over the possession	<b>3 Months (90 Days) from the date of Letter of Intent (LOI)</b>
4	Earnest Money Deposit (EMD)	<p><b>₹ 1,00,00,000.00 (Rupees One Crore Only)</b> by means of Demand Draft / Bank Guarantee (Valid for a period of 180 Days from the last date of submission of the tender) from any Scheduled Commercial Bank (except SBI) drawn in favor of SBI and payable at Mumbai. Validity can be extended mutually.</p> <p>After opening and scrutiny of Technical Bids, the earnest money of bidders who are not shortlisted for further consideration will be refunded. The EMD of shortlisted contractors will be kept till finalization of proposal. No interest on this amount will be payable.</p> <p>The EMD of successful bidder shall be forfeited in case the bidders refuse to accept the Purchase order or if the bidder fails to submit any of the mandatory documents as specified in the bid. The above amount of successful bidder will be refunded after execution of sale deed.</p>
5	Security Deposit (SD)	For the successful bidder, total security deposit shall be 3% of the contract value which is inclusive of EMD.
6	Date of issue of tender documents (Technical Bid & Price Bid) on the Bank's website	<b>21.03.2022 to 25.04.2022</b> from Bank's website <a href="http://BANK.SBI">BANK.SBI</a> under <Link> Sbi in the news <Link> procurement news.
	Online Technical & Financial Bid	<b>From 21.03.2022 to 25.04.2022</b> Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
7	Last date and time for receipt of written queries for clarification from bidders for Pre-bid meeting.	<b>08.04.2022 at 05.00 PM</b> <b>(Bid Queries to be sent to <a href="mailto:agmpe.lhomah@sbi.co.in">agmpe.lhomah@sbi.co.in</a> only)</b>
8	Pre-Bid Meeting	<p><b>12.04.2022 at 11.00 AM</b>(<i>The intending Bidders may send their request to attend the Pre-Bid Meeting by e-mail to us at <a href="mailto:agmpe.lhomah@sbi.co.in">agmpe.lhomah@sbi.co.in</a> on or before April 8, 2022 (IST) indicating the name of the person(s) attending the Pre-Bid meeting their Aadhar card details and Phone numbers.</i>)</p> <p><b>Disclaimer: In case of any travel restrictions declared by the government, Pre-bid meeting shall</b></p>

SN	Particulars	Details
		<b>be held online whose details shall be communicated to interested bidders accordingly.</b>
9	Last date & time for submission of EMD	<b>25.04.2022 by 03:00 PM</b> Note: It is sole responsibility of the bidder to ensure submission of the <b>EMD in original</b> by stipulated date and time at specified address failing which they will not be eligible to participate in E-tendering.
10	Address for submission of EMD	The Assistant General Manager (P&E), State Bank of India, LHO Maharashtra, Premises & Estate Department, 3 <sup>rd</sup> Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.
11	Last date & time for submission of Online Technical & Financial bid	<b>25.04.2022 by 03:00 PM</b> at Service Provider's portal <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a> <b>Note: 1) Ensure to have Digital Signature in the name of the Bidder for uploading the bid online</b> <b>2) Registration with M/s EPTL for online bidding/ tendering.</b> <b>3) Bidder is required to submit entire technical bid signed &amp; scanned along with requested documents &amp; EMD.</b> <b>4) Bidder is also required to submit Price bid online simultaneously</b> <b><u>Disclaimer:</u></b> Bidder shall Download the entire Technical Bid to get acquainted with the terms and conditions and <b><u>shall upload compulsorily the pages numbered from 1 to 73 of the complete technical bids</u></b> without fail in the e-tendering portal after putting the signature with date and seal. Failing to upload as stated above, the tender will be rejected. <b><i>Any technical glitches faced by bidder while uploading will not be the responsibility of the bank.</i></b>
12	Date and Time of opening of Online Technical Bid	<b>25.04.2022 by 03:30 PM <u>Date of opening of Part – II (Price bid) shall be informed separately to technically qualified bidders only</u></b>
13	Validity of offer	180 days from the date of opening of Price-bid
14	Defects Liability / Warranty period	1-year from the date of actual handover to the Bank. (A sum equivalent to <b>3 %</b> of the total contract deal shall be deducted from the final payment as Retention money.)
15	Liquidated Damages	0.50% per week subject to max. 5% of contract value for delay in handing over the building with complete formalities as requested by the Bank.
16	<b>Submission of Technical Bid (Hard Copy)</b>	Successful bidder has to submit the whole technical bid spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this Office within 3 days of receipt of LOI.



17. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s e-Procurement Technologies Limited, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad 380 006. Gujarat State, India. The details of the contact person is as under:

e-Tendering Contact persons:     Shri Shaikh Nasruddin- 9510812960  
   Shri. Fahad Khan         - 9904406300  
   Shri Shubh Solanki     - 9265562819

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

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

20. 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.

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

22. Canvassing in any form will disqualify the bidder. **No brokerage will be payable.**

Yours faithfully,

**Assistant General Manger (P&E)**  
LHO Maharashtra



**TENDER FOR OUTRIGHT PURCHASE OF READY-BUILT SINGLE OR SOLE-OCCUPANCY PREMISES IN KHARADI OR BANER IN PUNE FOR ESTABLISHMENT OF SBI LOCAL HEAD OFFICE MAHARASHTRA**

**1. INVITATION TO BIDS**

1. STATE BANK OF INDIA intends to purchase vacant and peaceful possession for office space having clear and marketable title, for establishment of LHO Maharashtra in Kharadi or Baner area within Pune Municipal limits.
2. State Bank of India is interested in commercial buildings only. The building would be solely occupied by the bank for its own use. The building offered should not be on sharing basis with any other entities.
3. This RFP/Offer/Bid document is issued by the Bank for inviting bids from Individuals/ Partnership Firms/ Companies which are owner/ Lessee (Lease with non-statutory lessor not accepted) / POA Holder or authorized representative of owner to offer for sale to Bank, office premises with **minimum 1,00,000 SqFt** Carpet area as per RERA 2016 located in Kharadi or Baner area of Pune. Offers of property situated on freehold or leasehold land with residual lease period at least 60 years will also be considered by the Bank subject to conditions indicated in the Technical Evaluation criteria of this RFP/BID DOCUMENT.

**2. DEFINITIONS**

Unless the context requires otherwise, the expressions used in this RFP/BID document shall have the same meaning assigned to them as indicated below:

1. “the Bank” means State Bank of India.
2. “Bidder” means an eligible entity/firm/individual/ SELLER submitting the Bid in response to this RFP and shall include his/their legal heirs, successors, and assignees.
3. “Bid” means submission of response to the RFP document in the form and manner as prescribed in herein
4. “Responsive Bid” means a Bid which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
5. “EMD” means Earnest Money Deposit.
6. “SD” means Security Deposit.
7. “IEM” means Independent External Monitor
8. “Sale Agreement/Deed” means the agreement executed and registered between



the Bank and the successful Bidder, as recorded in the contract form signed by the authorized representatives of parties, including all attachments and appendices thereto and all documents incorporated by reference therein by which conveyance of title takes place.

9. "LOI" means Letter of Intent.
10. "RFP" means Request for Proposal
11. "Force Majeure" means unforeseeable circumstances that prevent someone from fulfilling a contract which lead to impossibility of contract.
12. 1 sq. m. is equal to 10.764 sq. ft.
13. "Base Sale Price on Carpet area as per RERA 2016" is the price of Carpet area as per RERA 2016 per Sq Ft including inclusions offered along with the property.

### **3. DISCLAIMER & DISCLOSURE**

1. The information contained in this RFP/BID DOCUMENT or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of the Bank, is subject to the terms and conditions set out in this RFP/BID DOCUMENT.
2. This RFP/BID DOCUMENT is not an offer by the Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP/BID DOCUMENT process unless and until a LOI is issued by the Bank.
3. The purpose of this RFP/BID DOCUMENT 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. For any clarifications/additional information, Bidders may contact before **08.04.2022** on [agmpe.lhomah@sbi.co.in](mailto:agmpe.lhomah@sbi.co.in).
4. The Bank may at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP/BID DOCUMENT before opening of the Bids and such modifications/amendments, if any, will be communicated through only Bank's website ([bank.sbi](http://bank.sbi)) as Corrigendum . SBI also reserves the right not to proceed with the RFP/BID DOCUMENT.
5. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or





otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP/BID DOCUMENT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP/BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

6. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP/BID DOCUMENT.
7. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish any or all information as stipulated in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respects will be at the Bidder's risk and may result in rejection of the Bid and no correspondence shall be entertained in this regard by the Bank under any circumstances.
8. The proposal in response to RFP/BID DOCUMENT should be signed and submitted by Bidder or authorised representative of the Bidder. In case, the Bid is being submitted by the authorised representative, the signatory should give a declaration through authenticated documentary evidence to establish that he is authorised to sign the document on behalf of the Bidder and that he is the competent authority of the Bidder to sign the necessary documents and bind the bidding.
9. Bank reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. SBI does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the Bid without assigning any reason whatsoever. Bank also has the right to re-notify the BID process without the Bidders having the right to object to such renotification. It also reserves the right to decline to discuss the matter further with any party expressing interest.
10. The contents and the information provided in the RFP/BID DOCUMENT is strictly confidential and by accepting this RFP/BID DOCUMENT, the interested parties / Bidders unconditionally undertake, not to use any part or the whole of information, in any manner, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFP/BID DOCUMENT issued by Bank. This document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
11. No brokers are allowed to participate in the BID process and no brokerage will be paid by the Bank.



#### 4. ELIGIBILITY CRITERIA

1. This Bid is open to all Bidders who meet the minimum eligibility criteria and technical parameters for selection. The Bidder has to submit the documents substantiating their compliance with the eligibility criteria basis point mentioned in **Clause 10 of RFP document**.
2. The Bidder should be competent to Bid and enter into contract as per applicable laws in India.
3. The Bidder should not have been blacklisted from participating in any tender issued by Government or Statutory bodies. A self-declaration needs to be submitted as per **Annexure-8**

#### 5. EARNEST MONEY DEPOSIT (EMD)

1. The Bidder shall furnish EMD of **Rs. 1,00,00,000/- (Rupees One Crore only)** in Original within stipulated date and time. Scanned copy of the same needs to be uploaded along with Online Technical Bid.
2. Any Bid not accompanied by EMD for the specified amount shall be rejected summarily.
3. EMD can be paid through DD / BG modes as detailed below, mode-wise:
  - a. Demand Draft (DD): favoring "STATE BANK OF INDIA" payable at Mumbai, tenure can be extended mutually.
  - b. Bank Guarantee (BG) from a Scheduled Commercial Bank (except SBI): Bidder must ensure validity of BG till 180 days from date of opening of technical bid and extendable with mutual consent. If any bidder does not convey his acceptance for such extension, his bid will not be processed further.
  - c. DD/BG are to be sent by post (or hand delivered) on the address of communication given in Schedule of events in such manner as to reach the addressee on or before the specified time on the last date of submission of the Bid as given in the Schedule of events. Scanned copies are to be uploaded with the Technical Bid documents on the e-tendering portal.

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

4. The EMD of the non-qualified Bidders shall be returned within 45 days from the date of opening of price bids and no interest in whatsoever manner shall be payable. The EMD of successful Bidder will be retained till handover of the property and no interest shall be payable in whatsoever manner.



5. The EMD shall be forfeited provided:
  - a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP/BID DOCUMENT; or
  - b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract.
6. **If the successful bidder fails to submit the mandatory documents required as per this RFP/ BID in stipulated time, the EMD shall be forfeited.**
7. If EMD is forfeited for any reasons mentioned above, the concerned Bidder shall be prevented from participating further in this RFP/BID DOCUMENT.
8. **Security Deposit (SD):**

The successful bidder will have to deposit a sum equivalent to 3% of accepted contract value less EMD (i.e. Rupees One Crore only) by means of DD/ Bank Guarantee drawn in favor of SBI payable at Mumbai within a period of 10 days from the date of receipt of Letter of Intent(LOI) / Purchase Order from SBI.

The SD of successful Bidder will be returned after the handover of the property and no interest shall be payable in whatsoever manner.

**No interest shall be paid to the amount retained by the SBI as Security Deposit.**

## **6. BID PREPRATION & SUBMISSION**

The Bid shall be prepared and submitted in English in 2 parts – Technical Bid and Price Bid and is to be submitted through e-Tendering on the following service provider portal at:

URL: <https://etender.sbi/SBI/>

1. The technical Bid is to be accompanied by:
  - a. Bid covering letter on the lines of **Annexure 3** on Bidder's letter head mentioning/confirming the following:
    - i. Mentioning details of EMD submitted.
    - ii. Certifying that the period of the validity of the Bid is as per terms of this RFP/BID DOCUMENT
    - iii. Confirming that the Bidder has quoted for all the items/services mentioned in this RFP/BID DOCUMENT in their Price Bid
    - iv. Confirming that they agree with all the terms and conditions mentioned in the RFP/BID DOCUMENT
    - v. Confirming that the Bidder including his/its employees and agents shall not disclose Bank's identity or the requirement brief and the terms



offered in this document or the discussion hereafter in the open market or media; that the contents of this offer shall remain strictly confidential between the two parties.

- vi. Confirming that specific response with supporting documents in respect of all requirements of the Bank have been submitted/shall be submitted (as applicable) including annexures.
- b. Proof of payment of Earnest Money Deposit (EMD) as specified in the Schedule of Events and **Clause 5** above in this document
- c. A certified copy of the Board Resolution or letter of authority or the Power of Attorney showing that the signatory has been duly authorized to sign and submit the Bid document.
- d. An undertaking as per **Annexure 5**, Integrity Pact as per **Annexure 6**, Non-disclosure agreement as per **Annexure 7**, Self-declaration of Non-blacklisting as per **Annexure 8** and Undertaking for NOC from Society as per **Annexure 15**.
- e. Copy of registered lease Agreement between the Bidder and the landowner(s) in case the land is on leasehold basis.
- f. Nature of right over the property/status and ownership of the property and details of title over the property - copies of the supporting documents to be attached
- g. Power of Attorney/Consent from the owner/majority stake owner, if the Bidder is not the owner of the property
- h. Site Plan, approved layout and building plans from statutory body, drawings, commencement certificate and photographs of the premises.
- i. Copy of the occupancy Certificate, if not available then to be submitted within 3 months from the date of issue of LOI.
- j. Structural Stability Certificate (Earthquake Resistant Building) , that is, certificate obtained from a licensed Structural Engineer registered through local applicable authority (PMRDA/PMC) about the structural stability of the building stating that the construction is in tune with the established standards and is safe, strong and stable. A detailed report to be submitted by successful bidder.
- k. List of amenities provided/to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor, number of lifts (with valid lift licenses), finishes of staircase, provision for type & capacities centralized AC, AHUs, numbers & capacities of transformers, generators, UPS etc.
- l. Green Building certification or pre-certification (if available) from LEED India or IGBC or GRIHA or any other authorized agencies.
- m. Evidence of independent HT (High Tension) electricity connection and



sanctioned electrical load and contract demand for the offered building / premises. Final Approval / sanction order from the Electrical Inspector/ Competent authority is required to be submitted.

- n. Evidence of generator power back-up for electrical supply for lighting and other electrical equipment for connected load.
  - o. List of equipment's offered and their cost as per **Annexure 9**.
  - p. NOC from Society as applicable.
  - q. Fire safety clearance certificate/NOC from Appropriate authority, if not available then to be submitted within 3 months from the date of issue of LOI along with the occupancy certificate
  - r. Municipal documents and bills as applicable (water bills, property tax, electricity bills)
  - s. Mandatory requirement and other information as specified in **Annexure 4** and **10**.
  - t. Please also note that:
    - i. The Bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.
    - ii. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder company.
    - iii. Qualified bidder will be required to submit Structural design set and services design set in Autocad format along with Soil investigation report, and STRAAD or E-TAB Model as the case maybe before sale deed.
2. Successful Bidder shall be prepared to produce Income tax clearance and other statutory approvals/clearances, Nil encumbrances, etc. as and when required but before execution and registration of sale deed
3. The price Bid should comprise only of the duly filled in Price Bid form as per **Annexure 11** quoted in Indian Rupees. In addition, following documents should be added as part of the Bid:
- a. The Price per sq. ft. shall be for Carpet area as per RERA 2016.
  - b. The carpet area as per RERA 2016, would mean the carpet area as defined under Section 2(k) of the Real Estate (Regulation & Development) Act 2016. Carpet area of the apartment to be sold by the Promoter is defined as, "carpet area" means net usable floor area of an apartment excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition wall of the apartment (the definition to be referred with circular no.4/2017 dated 14.06.2017 by MahaRERA)
  - c. Any other charges like society formation, installation of meters, statutory charges, parking area, amenities (gym, creche, exclusive area, etc.) etc. shall be part of the Price Bid and the same will be on per sq. ft. basis.



- d. The Bid is liable to be rejected in the following conditions:
- i. **If the Technical Bid contains any price information**
  - ii. The Bid document is not complete in accordance with various clauses of the RFP/BID DOCUMENT or not duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder.
  - iii. Board resolution/Power of Attorney / due Authorisation (as applicable) authorizing representative to Bid and make commitments on behalf of the Bidder is not attached
  - iv. if only one part (i.e. Technical Bid or Price Bid) is received
  - v. Bid submitted with any condition in technical or price bid.
  - vi. If EMD as specified in the Schedule of events is not submitted or received within the stipulated date and time.
  - vii. If information/documents submitted are incomplete
  - viii. If duly signed Integrity pact is not submitted with technical Bid.
  - ix. If the EMD in original is received after specified date and time of submission or Bid is uploaded after specified date and time

**The Bank reserves the right to reject bids not conforming to one or more of the requirements of RFP/BID DOCUMENT.**

## **7. BID INTEGRITY**

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

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

**In accordance with the compliance of adoption of Integrity Pact (As per CVC order No.41/12/07) Bank has appointed undernoted Independent External Monitor (IEM) to monitor and review the entire tendering and procurement process. The details of the IEMs are as under:**

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



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

## **8. BIDDING PROCESS & OPENING OF TECHNICAL BIDS**

1. All the technical bids received on or before the specified time and date will be opened for initial evaluation on the time and date mentioned in the Schedule of Events. The technical bids will be opened online through e-tendering portal in the presence of representatives of the Bidders who choose to attend the same who is authorised by the bidder along with his KYC document.
2. In the first stage, only technical bids will be opened and evaluated which includes minimum eligibility criteria. Proposals of such Bidders satisfying minimum eligibility criteria and agree to comply with all the terms and conditions specified in the RFP/BID DOCUMENT, will be evaluated for further technical criteria/parameter. Only those bids complying with technical parameters and scoring minimum mark (75 marks) in technical evaluation shall become eligible for Price Bid opening and further RFP/BID DOCUMENT evaluation process.
3. The Bank will examine the Bids to determine whether they are complete in all respects, the required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are in order.
4. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document and further clarification issued through corrigendum in toto, without any deviation.
5. If a Bid is not responsive, it may be rejected by the Bank.
6. Other Terms and Conditions of the Bidding are as follows:
  - a. All statutory clearances, as applicable, shall be available/obtained by the Bidders at their own cost before making the offer to the Bank and furnish a declaration stating that no Statutory dues are pending over the property. Bank is not responsible for the statutory payments pending/ dues on the property before the sale deed. If any dues are found pending/ not-paid, by the successful bidder, after the execution of sale deed, the sum will be recovered from the retention money and the successful bidder would have to replenish the amount paid by the bank.
  - b. All permissions required for peaceful occupancy and official use of the offered property by the Bank should be obtained by the Bidder before making the offer to the Bank.
  - c. The building should be designed for and/or provided with air- conditioning system.



- d. Building should comply with firefighting equipment as advised by appropriate fire authority/Dept in their final NOC, to be provided and should have been maintained in good running condition complying with the Maharashtra Fire Prevention and Life Safety Measures Act, 2006.
- e. The main electrical panel in the power supply should have provision for connecting generator supply.
- f. The Bidder having building located within the existing Society should produce "No objection Certificate" from the Society for the sharing of common amenities if any, along with the Technical Bid or during the Technical Visit.
- g. Any modification by the Bank should be permitted, including installation of any system/equipment/gadget that is required for the functioning or safety of the Bank.
- h. Common area, parking for vehicles of the Bank to be specifically marked for exclusive use by SBI.
- i. Calculation of Space / Carpet area as per RERA 2016 would be subject to physical joint measurement of Carpet area as per RERA 2016 to be carried out by the Bank in the presence of the Bidders or its representative under their joint signature(s)
- j. The Bidder, shall agree to the terms and conditions of Sale Agreement based on RFP/BID DOCUMENT terms, a copy of which is enclosed with this RFP as **Annexure 14** (This agreement will be revised accordingly after pre-bidding meeting / finalization of contract).
- k. All Municipal/Govt./other Statutory Agencies/society' taxes/Charges/Levies up to the date of registration of sale deed / transfer of ownership shall be borne by the successful Bidder.
- l. Successful bidder has to co-operate with the Bank for mutation in the title of the property, transfer of ownership of Electricity connection, Water connection, Lift License etc. AMC if any executed & subsisting has to be assigned in favor of the Bank without any additional cost .
- m. the bank would be entitled to take valuation reports for all the shortlisted properties from the approved valuers (minimum 2 from independent valuers) including the one from local/ multinational reality consulting firms (like Cushman & Weikfield, Knight frank etc.) in sealed envelopes
- n. Bank holds the right to alter its requirement or commercials above as it may find appropriate, any time after submission of the above RFP/BID DOCUMENT.
- o. Bank may issue public notice in leading newspapers inviting claims if any from the public before executing sale deed. The Bidder should not have any objection for issuance of the public notice by the Bank.
- p. The successful bidder would have to provide all original title deeds in its favor along with original plans, sanctioned maps, original sanction order and approved electrical drawings issued by the Electrical Inspector/ competent authority structural drawings in AutoCAD format and STRAAD/ E-TAB models and all services layout and other documents to bank on execution and registration of sale deed.
- q. Please also note that:
  - i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
  - ii. The Bidder must provide specific and factual replies to the points raised in the RFP/BID DOCUMENT.



## 9. PERIOD OF VALIDITY OF BIDS

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

## 10. EVALUATION PROCESS & CRITERIA

The selection process consists of the following considerations:

1. Minimum eligibility Criteria (Pre-Qualification)
2. Technical Bid Evaluation
3. Price Bid Evaluation (includes Techno-Price Ranking - 30:70)

### 1. Minimum Eligibility criteria

Each Bidder must meet following Minimum Eligibility Criteria (inability to meet any one of these conditions will lead to rejection of Bid):

SN	Parameter	Bank's Requirement	Document/s to be submitted
1	Location	<b>Kharadi</b> (distance from Magarpatta or Ahmednagar Road should be within 1.5 KM) <b>Baner</b> (distance from westerly bypass road or Baner Road Should be within 1.5 KM) Property should be in municipal limits of Kharadi or Baner in Pune	Independent verification by the Bank.
2	Occupancy	Sole Occupancy by the bank in the entire building	
3	Plot Area	Minimum 1 Acre	Site Plan
4	Four & Two-wheeler Parking	<ul style="list-style-type: none"> <li>• Minimum 150 nos.- Four wheelers</li> <li>• Number of Two Wheelers parking as per prevalent statutory norms</li> </ul>	

SN	Parameter	Bank's Requirement	Document/s to be submitted
5	Carpet area as per RERA 2016	Minimum 1,00,000 SqFt *	<ul style="list-style-type: none"> <li>• Site Plan, layout plans/floor plans with dimensions, drawings of the premises in AutoCAD format &amp; approved scanned hardcopies.</li> <li>• Architect's Certificate of Carpet area as per RERA 2016.</li> <li>• Photographs and certificate by architect</li> </ul>
6	Title to ownership	Title to ownership should be clear, marketable and free from all encumbrances.	<ul style="list-style-type: none"> <li>• Copy of occupancy Certificate or any other document in lieu of occupancy Certificate and all relevant ownership documents with supporting documents.</li> <li>• Power of Attorney and / or consent form from the owner/ majority stake owner if the Bidder is not the owner.</li> <li>• Title and search report from an Advocate.</li> <li>• Copy of the lease deed. Undertaking for NOC from society</li> </ul>
7	Nature of ownership	Freehold / Leasehold	Relevant ownership documents with supporting documents.
8	Necessary permissions for use of premises for office purposes are in place	All necessary statutory / municipal approvals should be submitted along with the conditions of approval.	All supporting documents should be submitted.

SN	Parameter	Bank's Requirement	Document/s to be submitted
9	Structural stability certificate	Building should have a valid structural stability certificate (Earthquake Resistant Building) not more than 6 months old as on the last date of submission of Bid. A detailed report on building structure stability to be provided by successful Bidder.	Relevant certificate from Govt./ Pune Municipal Authority approved Structural Consultant to be enclosed along with structural drawings in AutoCAD format and STRAAD/ E-TAB models
10	Fire safety clearance	Building should have valid/current fire safety clearance as on the last date of submission of Bid	Latest fire safety clearance certificate issued by the Fire Department/ Appropriate authorities.
11	Availability of all functioning utilities such as water and electricity	The functioning utilities such as water and electricity should be available	Municipal document / bills as applicable. Original sanction order, approval, approved drawings issued by the concerned government departments.
12	Air conditioning system	Building should have provision for appropriate Air conditioning system and adequate space for keeping indoor/outdoor AC units	<ul style="list-style-type: none"> <li>• As-fitted/ As-built drawings &amp; other documents like invoices, operational manuals etc. available with the Bidder.</li> <li>• Also there will be independent verification by the Bank.</li> <li>• Warranty and performance certificates.</li> </ul>
13	Lift / Provision for installation of Lift	<p><b>Minimum 4 Nos.</b> of 12 persons capacity (preferably 1 Luggage /Stretcher lift &amp; 1 Fire lift out of 4 nos mentioned above).</p> <p>(Offered Premises should have sufficient lift / provision for installation of lift as per</p>	<ul style="list-style-type: none"> <li>• As-fitted/ As-built approved drawings &amp; other documents like invoices, operational manuals, license etc. available with the Bidder. Also, there will be independent</li> </ul>

SN	Parameter	Bank's Requirement	Document/s to be submitted
		prevailing building/ firm norms.)	verification by the Bank. <ul style="list-style-type: none"> <li>Warranty and performance certificates along with AMC documents.</li> </ul>
14	i) NOC from the lessor  Residual lease period	i. If building is on lease hold land, NOC for sale from the owner shall be Obtained & any payment made in this regard to be made by the bidder, NOC to be obtained within reasonable time (60 days) before the execution of the sale deed.  ii. Residual lease period should be minimum 60 years	Lease deed, Undertaking from the Lessor/Owner as the case may be, for bearing the cost for transfer of share certificate.

\* The carpet area as per RERA 2016, would mean the carpet area as defined under Section 2(k) of the Real Estate (Regulation & Development) Act 2016. Carpet area of the apartment to be sold by the Promoter is defined as, "carpet area" means net usable floor area of an apartment excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition wall of the apartment (the definition to be referred with circular no.4/2017 dated 14.06.2017 by MahaRERA)

The area offered by each Bidder for each Bid will be verified by the Bank. If area computed is less than the minimum area, the Bid shall be outrightly rejected. The area thus computed by the Bank will be considered for the purpose of this RFP/BID DOCUMENT and will be binding on the Bidder. If the Bidder does not accept the computation of area by the Bank, the Bid of such Bidder will not be considered for opening of Price Bid.

## 2. TECHNICAL EVALUATION

a. Technical evaluation will include technical information submitted as per technical Bid format, presentation of proposed premises, reference calls and site visits by an evaluation committee comprises with SBI officers & external members, wherever required.

b. The Bank reserves the right to evaluate the bids on technical parameters



including premises visit also. Only those Bids which are found to satisfy all essential requirements as per terms and conditions of this RFP/BID DOCUMENT, will be further evaluated based on an evaluation matrix and assigned technical scores. Such technical evaluation and awarding of technical scores will be carried out by a committee of the designated technical officers of the Bank using the following evaluation matrix:

**i. SCORING MATRIX CRITERIA**

(Please furnish supporting documents against each parameter)

Scoring of parameters on a scale of 0 (Lowest) to maximum marks (Highest)

SN	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
<b>1</b>	<b>LOCATION PROFILE</b>		<b>12</b>
a	<b>Kharadi</b> (Travel distance from Magarpatta or Ahmednagar Road) <b>Baner</b> (Travel distance from westerly bypass road or Baner Road)	Direct access from the Mentioned Road – 7 Upto 1 km – 5 From 1 km to 1.25 km – 3 From 1.26 km to 1.5 km- 1	7
b	Width of the access road (Main gate entry road to be considered as access road)	If width ≥ 15m – 5 If width ≥ 9 m & < 15m – 3	5
<b>2</b>	<b>SOCIAL INFRASTRUCTURE</b>		<b>10</b>
a	Restaurants / Varied Food & Beverage Options at various Price Points	Within 250m - 2 250m to 500m – 1	2
b	Hospital	Within 2.5 km – 3 2.5 km to 5 km – 1	3
c	Police Station	Up to 5 km – 2 points	2
d	Fire Station	Up to 2.5 km – 3 points 2.5 Km to 5 Km – 1 point	3
<b>3</b>	<b>BUILDING &amp; BUSINESS PROFILE</b>		<b>78</b>
a	Layout & Floor Plate Efficiency as per Local Municipal Corporation approved plan	Above 70% - 10 points 60% to 70% - 5 points Less than 60% - 0 Point	10
b	Whether Independent building is offered for sale.	Independent Building, – 5 points With shared common facilities – 2 point	5
c	Space available (Carpet area as per RERA 2016)	More than 1,00,000 sq. ft. – 2 points Less than 1,00,000 sq. ft. – 0 point	2
d	Availability of Municipal Water Mains	Available – 2 Not Available- 0	2

SN	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
e	No. of Lifts in the building	More than 4 Lifts with Luggage/ Stretcher lift – 2 points 4 Lifts – 1 point	2
f	Availability of dedicated two & four wheeler parking facility within the premises compound for parking of staff vehicles and which will form part of the registry	As per requirement in this RFP – 2 points  Less than the requirement – 0 point	2
g	Availability of two or more transformers of adequate capacity with Bus Coupler Arrangement.	Available – 2 points Not available – 0 point	2
h	Availability of two or more Generator Back-up of adequate capacity with automatic ON/OFF arrangement.	Available – 2 points Not available – 0 point	2
i	Availability of Readymade usable furniture/Fit outs	Available – 1 point	1
j	Green Building Certification (Certification may be from any Govt. approved agencies like IGBC/GRIHA)	Gold and above (IGBC)/ Four Star & above (GRIHA) – 4 points Any other certificate – 2 points	4
k	Central Air conditioning	Dedicated Central AC (Chilled Water System/ Variable Refrigerant Flow) available – up to 2 points Shared Central AC available – 1 point	2
l	Canteen	If available – 2 points Not available – 0 point	2
m	Suitability of premises for office needs (Assessment of suitability of premises shall be done by the Bank). Following factors may be considered:		30
	• Age of the building	Less Than 1 Yr – 2 Points 1 to 3 Yrs -1 point	
	• Type of construction (RCC Framed/Flat slab construction)	Flat Slab – 2 points RCC – 1 Point	
	• Repairs/renovations not required	Not required 2 Points Required - 0 points	
	a. Suitability from security perspective	Suitable -2 Points Not Suitable – 0 Points	
	• Adequacy of Toilets	Adequate – 2 Points Inadequate – 1 Point	
	• Natural light and ventilation	Available for Entire floor – 2 Points,	

SN	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
		Available for Common Areas – 1 Point	
	• Type of Flooring	Vitrified with size 4x4 – 2 points Lesser size – 1 Points	
	• Risk of water logging	No Risk – 2 points Risk present – 0 Points	
	• Developers/owners profile existence in business for	more than 15 Yrs – 5 Points Upto 10 Yrs – 3 Points Upto 5 Yrs – 1 Point.	
	• Arrangement for power back- up	Available – 1 point Not Available – 0 Points.	
	• Feasibility of taking external connection for network, data, and power	Feasible – 2 Points Not feasible – 0 Points	
	• Floor height / Clear Headroom	More than 3.6 M – 1 Point More than 4.0 M – 2 Points	
	• Look & feel/ Site development	Good – 2 Point Average – 0 Point	
	b. Barrier free Access	Available – 2 points Not available – 0 Points	
n	Status of apportioned Land conveyed to SBI together with building.	Freehold land provided to the Bank – 12 points Land on perpetual lease i.e. more than 99 years – 6 points Land on perpetual lease for more than 60 years and up to 99 years – 4 points	12

Only those offers which score **at least 75%** overall in technical evaluation shall be considered for opening of price Bid.

Scoring for all the parameters below reference range will be zero. The scores awarded by the Bank as per scoring matrix shall be final and binding on all Bidders.

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## ii. PARTICULARS OF OWNERS

SN	PARAMETER	DESCRIPTION
1	Details of the owner(s)/ entity	Please indicate the full legal name(s) of the Owner with whom SBI will be signing the Purchase agreement.
2	Legal structure of the owner(s)	Please also provide full particulars about legal structure viz. sole proprietary, partnership, or limited company with details of names and addresses of proprietor, partners, directors, major shareholders with registration/incorporation particulars (as applicable) & their consent letter.
3	Financial Statements	Audited financial statements of last five years/Income Tax Returns of last 5 years i.e. for the FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22
4	PAN Card & GST	Kindly attach PAN Card copy of individual, firm and GST certificate

## 3. EVALUATION OF PRICE BIDS & FINALISATION

- a. Only those offers which score **at least 75%** overall in technical evaluation shall be considered for opening of price Bid.
- b. The date and time of opening of Price Bids will be communicated to technically qualified Bidders only. The price bids will be opened online through e-tendering portal in the presence of representatives of the qualified Bidders who choose to attend the same who is authorised by the bidder along with his KYC document.
- c. The Bidder with the highest Bid score will be selected as per following methodology:
  - i. Once the price Bid is opened, final evaluation will be carried out with 30% weightage for the technical evaluation and 70% weightage for the price Bid.
  - ii. Effective Cost as per price bid (as indicated in the Annexure 11) shall be considered for Final Evaluation along with technical criteria in the ratio of 70:30 (Price Bid 70% weightage and Technical Bid 30% weightage).
  - iii. Effective Cost shall be measured in INR per sq. ft. on Carpet area as per RERA 2016 Basis
  - iv. The formula used for weightage will be as follows:

$$\text{Technical Score} = \frac{\text{Bidder Technical Score}}{\text{Max (Bidder Technical Score 1...n)}} \times 30$$

$$\text{Price Score} = \frac{\text{Min (Bidder Price 1...n)}}{\text{Bidder's Price}} \times 70$$

$$\text{Bidder's Final score} = \text{Technical score} + \text{Price score}$$



**Example:**

- Each of the above parameters given marks. Total marks 100.
  - Three premises short listed- A, B, & C.
  - They get following marks in technical evaluation.
  - A-78; B-70; C-54
- Convert them to percentiles
  - A :  $(78/78)*100= 100$
  - B :  $( 70/78)*100 =89.74$
  - C :  $(54/78)*100=69.23$
- Now that technical bids are evaluated, financial bids can be opened.
  - Financial quotes for three premises are as follows:
  - A : Rs 300 per sqm for carpet area
  - B : Rs 250 per sqm for carpet area
  - C: Rs210 per sqm for carpet area
- As desired one is lowest, to work out percentile score, we will get
  - C :  $(210/210)*100 = 100$
  - B: $( 210/250)*100 =84$
  - A: $(210/300)*100=70$
- Technical score ( percentile form)
  - A :  $(78/78)*100= 100$
  - B :  $( 70/78)*100 =89.74$
  - C :  $(54/78)*100=69.23$
- Financial score (percentile form)
  - A: $(210/300)*100=70$
  - B: $( 210/250)*100 =84$
  - C :  $(210/210)*100 = 100$
- If proportion of technical to financial score is specified to be 30:70, then final scores will work out as follows:
  - A: $(100 \times 0.30) + (70 \times 0.70) = 79$
  - B: $(89.74 \times 0.30) + (84 \times 0.70) = 85.72$
  - C: $(69.23 \times 0.30) + (100 \times 0.70) = 90.77$
- Desired premises would be one with highest percentile score viz. C with score of 90.77.
- Thus, depending upon weightages given to technical and financial scores, results may change.
- Based on this criterion, Bank would shortlist the offers. Then open the financial tenders of all the qualified offers and select the lowest one in terms of price.
- Suppose in the above example, premises A, B and C are shortlisted, then the lowest quote is that of C.

Bidder with the highest score using above methodology will be declared as successful.



The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of Price Bid. He is also required to provide all requisite documents as mentioned in Minimum eligibility criteria, technical Bid or price Bid within the 3 months of issue of LOI, failing which his Bid may be disqualified and his EMD will be forfeited.

- d. Price Bid valuation shall be considered as below in case of any kind of discrepancy:
- If there is discrepancy between unit price and total price, the unit price shall prevail,
  - If there is a discrepancy in the total, the correct total shall be arrived at by the Bank and the same shall be binding on the Bidder.
- e. In case of any shortfall in required area of the property offered by the successful bidder after joint measurement, the Bank has the discretion to accept the property from the other qualified bidder(s) also in order of score(s).

## **11. AWARD CRITERIA**

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

## **12. EXECUTION OF AGREEMENT AND HANDING OVER OF PROPERTY**

1. The successful Bidder shall be required to enter into a Sale deed/Agreement as per **Annexure- 14** with the Bank, within 90 days of issue of LOI by the Bank or within such extended period as may be decided by the Bank.



2. Expense towards Stamp Duty and Registration Charges in connection with the execution of the Sale Agreement as a result of this RFP/BID DOCUMENT process shall be borne by the Bank. Necessary co-ordination with the Sub Registrar's Office to be done by the Bidder. All incidental expenses, if any, in this regard other than stamp duty Documentation charges and Registration Charges are to be borne by the Bidder. The bidder would have to submit necessary Income Tax clearance at the time of registration of sale deed.
3. Payment of contract value shall be made by way of e-payment/ RTGS mode:
  - a. Payment made at the time of issue of LOI – 10% of contract value.
  - b. Payment at the time of execution & registration of Sale Deed – balance amount less retention money (i.e. 3% of contract value).
4. The vacant and peaceful possession of the property shall be handed over with the execution and registration of the sale agreement.
5. No dues (society or statutory taxes) shall be outstanding at the time of handover of the property by the successful Bidder. The supporting documentary evidence of all receipts shall be submitted in this regard by the successful Bidder (last paid receipts of property tax, water tax, NOC regarding society dues in case there is an existing society, or society formed by developers, etc. if any).

**The Bank reserves the right to hold 3% of the contract value for a defect liability period of 12 months after handover of the property against any structural & constructional issues.**

### **13. THE BANK'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS**

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

### **14. LIMITATION OF LIABILITY**

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

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



## 15. INDEMNITY

The Successful Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of the Bank's authorized/bona fide use of the property purchased from the Bidder under this RFP/BID DOCUMENT.

## 16. FRAUD & CORRUPT PRACTICES

1. The Bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Bidding Process.
2. Notwithstanding anything to the contrary contained herein, the Bank shall reject an application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process
3. If a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP/BID issued by the Bank for a period of 5 (five) years from the date when such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
4. For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:
  - a. "corrupt practice" means
    - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
    - ii. engaging in any manner whatsoever, whether during the Bidding



Process or after the issue of the letter of authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the property or the letter of authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the property;

- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- d. "Undesirable practice" means establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **17. FORCE MAJEURE**

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

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

## **18. APPLICABLE LAWS**

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

## **19. TAXES & DUTIES**

1. The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.



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

## **20. COMPLIANCE WITH LAWS**

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

## **21. NON-DISCLOSURE AGREEMENT**

1. The selected Bidder shall submit a signed Non-Disclosure Agreement (NDA), as per **Annexure – 7** and be bound by it.
2. The Bidder shall treat all documents, information, data and communication received from the Bank as privileged and confidential and shall not disclose the details of Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank in connection therewith, without prior written consent of the Bank.



### 23. SET-OFF

1. Without prejudice to other rights and remedies available to the Bank it shall be entitled to earmark, set-off or adjust any amounts due to the Bank, under any clause of the RFP/BID DOCUMENT, from the selected Bidder against payments due and payable by the Bank to the selected Bidder/Service Provider.
2. If any dues are found pending/ not-paid, by the successful bidder, after the execution of sale deed, the sum will be recovered from the retention money and the successful bidder would have to replenish the amount paid by the bank.
3. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

### 24. OWNERSHIP OF DOCUMENTS & DATA

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

### 25. Liquidated Damages

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

### 26. Defect Liability Period

A sum equivalent to **3 %** of the total value of deal shall be deducted from the final payment to the bidder as **Retention Money** and shall be paid **after the defects liability period of 12 months**, on **rectification** and making good all the defects noticed during the defects liability period.



**ANNEXURE 1 – PRE-BID QUERY FORMAT**

**(To be provided on [agmpe.lhomah@sbi.co.in](mailto:agmpe.lhomah@sbi.co.in))**

<b>SN</b>	<b>Bidder Name</b>	<b>RFP/BID DOCUMENT Page No</b>	<b>RFP/BID DOCUMENT Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestions</b>





**ANNEXURE 2 – BIDDER CONTACT INFORMATION**

Contact Number 1	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 2	
Name	
Designation	
Mobile Number	
Email Address	
Contact Number 3	
Name	
Designation	
Mobile Number	
Email Address	

Note: One alternate contact number is **MUST**



**ANNEXURE 3 – Bid Covering Letter (TO BE SUBMITTED AS PART OF TECHNICAL BID)**

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

The Assistant General Manager (P&E),  
LHO Maharashtra, State Bank of India,  
3<sup>rd</sup> Floor, Synergy Building,  
Bandra Kurla Complex,  
Mumbai - 51.

Dear Sir,

**TENDER FOR OUTRIGHT PURCHASE OF READY-BUILT PREMISES IN KHARADI OR BANER IN PUNE FOR ESTABLISHMENT OF SBI LOCAL HEAD OFFICE MAHARASHTRA**

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



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

Dated this ..... day of.....2022

---

(Signature) (Name)  
 (In the capacity of)  
 Duly authorised to sign and Bid for and on behalf of

---

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



## **ANNEXURE 4 – GENERAL INSTRUCTIONS (TO BE SUBMITTED AS PART OF TECHNICAL BID)**

1. Bidders shall submit their bids in two separate parts in the M/s EPTL portal.
  - a. Part 1 shall be the 'Technical Bid'.
  - b. The Part 2 shall be the 'Financial/Price Bid'. The Price at which the property is offered is required to be entered in the portal in the format prescribed for the 'Financial Bid'
2. The EMD of the Bid is to be physically submitted within the stipulated date and time at the address mentioned in NIT. Scanned copy of the same needs to be uploaded along with Online Technical Bid.
3. The requirements of the Bank for the proposed facility are outlined herein below:
  - a. The Bidder is requested to fill in the template outlined below in this document. If the responses are conditional in nature or any portion is left unanswered, SBI is entitled to consider the Developer/Landlord's unwillingness to participate as explained in the RFP/BID DOCUMENT and to disqualify the Developer/ Landlord from further participating in the RFP/BID DOCUMENT.
  - b. The Bank is currently in the selection stage of the evaluation process and would like to evaluate the project against other alternatives. It shall review the submitted Bid offers and reserves the right to not accept any late responses and is under no obligation to accept the lowest offer or indeed any offer: Further, the Bank is free to conduct the process for a transaction as it determines fit in its sole discretion (including, without limitation, terminating further participation in the process by any party, negotiating with any party and entering into an agreement with respect to a transaction without prior notice to you or any other person) and any procedures relating to the process or a possible transaction may be changed at any time without prior notice to you or any other person.
  - c. The information attached to this letter is purely intended as a guide and the Bank does not make any representation or warranty of any kind, expressed or implied, as to the accuracy, completeness or reasonableness of the information contained herein or any other written or oral communication transmitted or made available to Bidder.
  - d. All offers that are made in answer to this RFP/BID DOCUMENT must follow the Offer Template that is detailed below. It is intended as a guide to all participants to ensure that all offers cover the relevant points to a Purchase transaction.
  - e. If the Bidder has any marketing material that has not already been provided and wishes to submit it now the same should be submitted with this offer.



**ANNEXURE 4.1 – BIDDING FORMS TO BE FILLED BY BIDDER**

**Minimum Eligibility criteria** Each Bidder must meet following Minimum Eligibility Criteria (inability to meet any one of these conditions will lead to rejection of Bid):

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/ No)
1	Location	<p><b>Kharadi</b> (distance from Magarpatta or Ahmednagar Road should be within 1.5 KM)</p> <p><b>Baner</b> (distance from westerly bypass road or Baner Road Should be within 1.5 KM)</p> <p>Property should be in municipal limits of Kharadi or Baner in Pune</p>	Independent verification by the Bank.		
2	Occupancy	Sole Occupancy by the bank in the entire building			
3	Plot Area	Minimum 1 Acre	Site Plan		
4	Four & Two-wheeler Parking	Minimum 150 nos.- Four wheelers & Two Wheelers as per prevalent statutory norms			
5	Carpet area as per RERA 2016	Minimum 1,00,000 SqFt *	<ul style="list-style-type: none"> <li>Site Plan, layout plans/floor plans with dimensions, drawings of the premises in AutoCAD</li> </ul>		

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/ No)
			format & approved scanned hardcopies. <ul style="list-style-type: none"> <li>• Architect's Certificate of Carpet area as per RERA 2016.</li> <li>• Photographs and certificate by architect</li> </ul>		
6	Title to ownership	Title to ownership should be clear, marketable and free from all encumbrances.	<ul style="list-style-type: none"> <li>• Copy of occupancy Certificate or any other document in lieu of occupancy Certificate and all relevant ownership documents with supporting documents.</li> <li>• Power of Attorney and / or consent form from the owner/ majority stake owner if the Bidder is not the owner.</li> <li>• Title and search report from an Advocate.</li> <li>• Copy of the</li> </ul>		

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/ No)
			lease deed. Undertaking for NOC from society		
7	Nature of ownership	Freehold / Leasehold	Relevant ownership documents with supporting documents.		
8	Necessary permissions for use of premises for office purposes are in place	All necessary statutory / municipal approvals should be submitted along with the conditions of approval.	All supporting documents should be submitted.		
9	Structural stability certificate	Building should have a valid structural stability certificate (Earthquake Resistant Building) not more than 6 months old as on the last date of submission of Bid. A detailed report on building structure stability to be provided by successful Bidder.	Relevant certificate from Govt./ Pune Municipal Authority approved Structural Consultant to be enclosed along with structural drawings in AutoCAD format and STRAAD/ E-TAB models		
10	Fire safety clearance	Building should have valid/current fire safety clearance as on the last date of	Latest fire safety clearance certificate issued by the Fire Department/		

SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/ No)
		submission of Bid	Appropriate authorities.		
11	Availability of all functioning utilities such as water and electricity	The functioning utilities such as water and electricity should be available	Municipal document / bills as applicable. Original sanction order, approval, approved drawings issued by the concerned government departments.		
12	Air conditioning system	Building should have provision for appropriate Air conditioning system and adequate space for keeping indoor/outdoor AC units	<ul style="list-style-type: none"> <li>As-fitted/ As-built drawings &amp; other documents like invoices, operational manuals etc. available with the Bidder.</li> <li>Also there will be independent verification by the Bank.</li> <li>Warranty and performance certificates.</li> </ul>		
13	Lift / Provision for installation of Lift	<b>Minimum 4 Nos.</b> of 12 persons capacity (preferably 1 Luggage /Stretcher lift & 1 Fire lift out of 4 nos mentioned	<ul style="list-style-type: none"> <li>As-fitted/ As-built approved drawings &amp; other documents like invoices, operational manuals, license etc.</li> </ul>		



SN	Parameter	Bank's Requirement	Document/s to be submitted	Bidder's Response	Documents Submitted (Yes/ No)
		above).  (Offered Premises should have sufficient lift / provision for installation of lift as per prevailing building/ firm norms.)	available with the Bidder. Also, there will be independent verification by the Bank. • Warranty and performance certificates along with AMC documents.		
14	ii)NOC from the lessor  Residual lease period	i. If building is on lease hold land, NOC from the owner shall be Obtained & any payment made in this regard to be made by the bidder, NOC to be obtained within reasonable time (60 days) before the execution of the sale deed.  ii. Residual lease period should be minimum 60 years	Lease deed, Undertaking from the Lessor/Owner as the case may be, for bearing the cost for transfer of share certificate.		



**I. Technical Bid form to be filled by the bidder**

<b>SN</b>	<b>PARAMETER</b>	<b>BIDDER'S RESPONSE</b>
<b>1</b>	<b>LOCATION PROFILE</b>	
a	<b>Kharadi</b> (Travel distance from Magarpatta or Ahmednagar road) <b>Baner</b> (Travel distance from westerly bypass road or Baner Road)	
b	Width of the access road (Main gate entry road to be considered as access road)	
<b>2</b>	<b>SOCIAL INFRASTRUCTURE</b>	
a	Restaurants / Varied Food & Beverage Options at various Price Points	
b	Hospital	
c	Police Station	
d	Fire Station	
<b>3</b>	<b>BUILDING &amp; BUSINESS PROFILE</b>	
a	Layout & Floor Plate Efficiency as per Local Municipal Corporation approved plan	
b	Whether Independent building is offered for sale.	
c	Space available	
d	Availability of Municipal Water Mains	
e	No. of elevators in the building	
f	Availability of dedicated two & four wheeler parking facility within the premises compound for parking of staff vehicles and which will form part of the registry	
g	Availability of two or more transformers of adequate capacity in parallel redundant system	
h	Availability of two or more Generator Back-up of adequate capacity	
i	Availability of Ready made usable furniture/Fit outs	
j	Green Building Certification (Certification may be from any Govt. approved agencies like IGBC/GRIHA)	
k	Central Air conditioning	
l	Canteen	
m	Suitability of premises for office needs (Assessment of suitability of premises shall	



	be done by the Bank). Following factors may be considered:	
	• Age of the building	
	• Type of construction (RCC Framed/Flat slab construction)	
	• Repairs/renovations not required	
	• Suitability from security perspective	
	• Adequacy of Toilets	
	• Type of Flooring	
	• Natural light and ventilation	
	• Risk of water logging	
	• Developers/owners profile	
	• Arrangement for power back- up	
	• Feasibility of taking external connection for network, data, and power	
	• Floor height / Clear Headroom	
	• Look & feel/ Site development	
	• Any other parameter found necessary by the bank	
	• Barrier free Access	
n	Status of apportioned Land conveyed to SBI together with building.	

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder and date of signature must be put below the signature. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

No liability, in whatsoever form, exists on the asset.

I/We hereby state that the above information is true, and we have gone through the Bid Document and we undertake that we have understood all the terms and conditions.

I/We offer our own premises, as mentioned above.

.....  
(Signature of Bidder)

Place:

Date



**ANNEXURE 5 – UNDERTAKING (TO BE SUBMITTED AS PART OF TECHNICAL BID)**

**UNDERTAKING FROM THE BIDDER**

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

Signature of the Bidder

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

Signature of Bidder (with seal if applicable)

I/We further declare, confirm and undertake:

1. That the property has clear and marketable title and free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature. There is no lis pendens notice registered with the sub registrar office for the property. In the event of accepting the bid, the vacant and peaceful possession of the property, to the satisfaction of the Bank, shall be handed over the Bank at the time of registration of Sale Deed/Agreement.
2. That the drafts of all documentation which may be finalized by the Bank and its solicitors/lawyers shall be final and binding on me/us.
3. That no statutory dues are pending over the property.
4. I/We am/are aware that the Bank is not bound to accept the lowest or any or all the RFPs and will not be required to give any reason for rejecting any RFP.
5. That the four & two-wheeler parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed or a letter authorizing the said exclusive use will be provided to us.
6. 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.
7. That all the terms and conditions specified in this RFP Form are acceptable to me/us and that all the required details have been furnished in the appropriate



blank places.

8. 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.
9. That the following documents as per the requirement of the Bank or its legal team will be provided:
  - a. Sale deed or any other title documents through which the offered premises was purchased by me/us earlier.
  - b. All original chain of documents pertaining to the premises.
  - c. Latest Receipt of payment of Electricity Bill and any other charges
  - d. Non-encumbrance Certificate and any other document required.
10. 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 the Bank, in case my/our offer being considered for final shortlisting.
11. I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/RFP document and I/we understood the instructions fully.

Name of the signatory: \_\_\_\_\_

Place:

Signature of Bidder (with seal if applicable)

Date:



## **ANNEXURE 6 – INTEGRITY PACT (TO BE SUBMITTED AS PART OF TECHNICAL BID)**

### **General**

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

WHEREAS the BUYER proposes to buy on outright purchase of ready built premises for establishment of its local head office at Pune and the BIDDER/Seller is willing to offer/has offered the premises and

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

NOW, THEREFORE,

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

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

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

### **1 Commitments of the BUYER:**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or



through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

## **2 Commitments of BIDDERS**

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

- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State



Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

- 2.3 \* Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.4 \* The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 \* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original owner/developer in respect of premises covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the price bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any - information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.





- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 2.13 The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3 Previous Transgression**

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

### **4 Earnest Money (Security Deposit)**

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



- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5 Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre-contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing MCLR/ Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the SOFR (Secured Overnight Financing Rate).
  - v. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vi. To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - vii. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - viii. Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.



- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 6 Fall Clause

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

## 7 Independent External Monitors (IEM)

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

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

- 7.2 The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.



7.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

7.8 The IEM will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8 Facilitation of Investigation**

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

## **9 Law and Place of Jurisdiction**

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

## **10 Other Legal Actions**

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

## **11 Validity**

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



months from the date of the signing of the contract, with the successful bidder by the BUYER.

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

12 The parties hereby sign this Integrity Pact at \_\_\_\_ on \_\_\_\_\_

**For BUYER**

Name of the Officer.

Designation

Office / Department / Branch State Bank of India .....

Witness

- 1.
- 2.

Witness

- 1
- 2

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

**For BIDDER**

CHIEF EXECUTIVE OFFICER



**ANNEXURE 7 – NON-DISCLOSURE AGREEMENT (APPLICABLE TO SUCCESSFUL BIDDER ONLY)**

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

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

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

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

(Seal of the successful Bidder)



**ANNEXURE 8 – SELF-DECLARATION - NO BLACKLISTING  
(TO BE SUBMITTED AS PART OF TECHNICAL BID)**

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

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

Signature:

Seal of Company (if applicable)



**ANNEXURE 9 – (TO BE SUBMITTED AS PART OF TECHNICAL BID)**

**LIST OF EQUIPMENTS**

With reference to your advertisement in the local dailies/website ([bank.sbi](http://bank.sbi)), I/We offer following equipment along with the premises for sale to the Bank on the terms and conditions mentioned in our offer in response to the Bank's RFP/TENDER DOCUMENT:

**List of Equipment's:**

<b>S. No.</b>	<b>List of Equipment</b>	<b>Brief Description of Equipment</b>
1		
2		
3		
4		
5		

(Add rows as required)

The cost of all the equipments mentioned above is to be included in base sale price.

Place:  
Owner/s  
Date:  
& Seal

Signature of the  
  
or  
Authorized Signatory with Name





## ANNEXURE 10 – LIST OF DOCUMENTS

Sr. No.	Document Name/Type	Attached (Yes/No)	Page No.*
1	Bid letter		
2	Proof of Earnest Money Deposit		
3	Copy of board resolution/POA for signing authority		
4	Integrity Pact ( <a href="#">Annexure 6</a> )		
5	Copy of MOU in case land belongs to other party		
6	Consent/POA from owner in case Bidder is not owner		
7	Ownership/Title documents		
8	Site plans and approved layout, working drawings in scanned hard copies and AUTOCAD format		
9	OC copy		
10	Structural stability certificate		
11	Building photos		
12	List of amenities		
13	Building certifications		
14	Evidence of electrical load		
15	Evidence of power generator for back up		
16	List of equipment offered		
17	Society NOC		
18	Lease deed in case of leasehold land or building		
19	Fire safety NOC		
20	Municipal/PMRDA bills (electricity, water, property taxes)		
21	All annexures (1 to 15)		
22	Title & Search Report not older than 6 months		
23	Valuation Report not older than 6 months		
24	Valid Lift Licenses		
25	Sanction order for the electrical installations issued by the Electrical Inspector / Competent Authority		

\* Mark page numbers to all the documents submitted.



**ANNEXURE 11 – PRICE BID**

**PRICE BID FOR OUTRIGHT PURCHASE OF SOLE / SINGLE OCCUPANCY  
READY-BUILT PREMISES IN KHARADI OR BANER IN PUNE FOR  
ESTABLISHMENT OF SBI LOCAL HEAD OFFICE MAHARASHTRA**

Carpet Area as per RERA 2016 offered (A) \_\_\_\_\_ Sqft.(\*)

**All units to be INR per sq. ft.**

<b>PRICE BID (COMMERCIAL SPACE)</b>	<b>Total Cost</b>
i. Base Sale Price on Carpet area as per RERA 2016	
ii. Electricity and Water Meter Deposit	
iii. Society Formation Charges	
iv. Share Money Charges	
v. Amenities Charges	
vi. Other & Legal Charges for formation of Apex Body	
vii. Other costs (If any)	
viii. Effective Cost (i+ii+iii+iv+v+vi+vii in INR)	
ix. Effective Cost per Sqft Carpet Area (viii/A)	

NOT TO BE FILLED

The PRICE BID should not have any reference to any other information other than price. The price bid should not be conditional bid. Any violation of this condition will result in summary rejection of the offer. Hence, Bidders are requested to exercise caution.

The Price Bid Should not contain any blanks, if any blank space has been left in the Price Bid, it will be considered as Zero.

Not to be filled as annexure to technical bid while uploading.

Bidder shall submit the online Price Bid as part 2 in the format available in the online portal.

(\* ) The Carpet area that would be finalized after joint measurement would be taken for arriving at effective unit cost.



## ANNEXURE 12 – PROCESS COMPLIANCE STATEMENT

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

To,  
E-Procurement Technologies Ltd. (Auction Tiger)  
B-704 Wall Street - II,  
Opp. Orient Club,  
Nr. Gujarat College, Ahmedabad - 380 006.  
Gujarat State, India

**Sub: TENDER FOR OUTRIGHT PURCHASE OF READY-BUILT PREMISES IN KHARADI OR BANER IN PUNE FOR ESTABLISHMENT OF SBI LOCAL HEAD OFFICE MAHARASHTRA**

**Dear Sir,**

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

**This letter is to confirm that:**

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price within 24 hours of the completion of the e-tendering in the format as requested by SBI/EPTL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the e-tendering process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

**Scan it and send to this Document on [sujith@eptl.in](mailto:sujith@eptl.in)**



**ANNEXURE 13 – FORMAT OF BANK GUARANTEE IN LIEU OF EMD**

*(issued by Indian Nationalized Bank other than SBI)*

Dated :- \_\_\_\_\_

The Assistant General Manager (P&E),  
LHO Maharashtra, State Bank of India,  
3<sup>rd</sup> Floor, Synergy Building,  
Bandra Kurla Complex, Mumbai - 51.

**Subject:- BANK GUARANTEE FOR OUTRIGHT PURCHASE OF READY-BUILT PREMISES IN KHARADI OR BANER IN PUNE FOR ESTABLISHMENT OF SBI LOCAL HEAD OFFICE MAHARASHTRA**

B.G.No. \_\_\_\_\_ Value Rs. \_\_\_\_\_

State Bank of India,  
(Address)

Dear Sir,

WHEREAS

\_\_\_\_\_ (hereinafter called the Seller) have entered into registered 'Agreement for Sale' of \_\_\_\_\_ with State Bank of India (SBI) and the correspondence and agreement relating thereto which is hereinafter referred to as "the said registered agreement for sale" the Seller has now agreed to produce a Bank Guarantee amounting to **Rs. 1 Crore** of the sale consideration of Rs. \_\_\_\_\_ (Rupees only), to State Bank of India for performing their part of the tender obligations.

AND WHEREAS in terms of said tender, the seller is required to furnish to State Bank of India a Guarantee of a Scheduled Bank for a value of Rs. \_\_\_\_\_ to be valid upto \_\_\_\_\_.

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

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



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



Notwithstanding anything contained hereinbefore the liability of the guarantor under this guarantee is restricted to a sum of Rs.\_\_\_\_\_.

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

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

Dated

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

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



## **Annexure 14 : DRAFT SALE DEED**

**(Disclaimer:** the draft sale deed may be changed according to the terms of LOI issued to successful bidder & all the terms & conditions of RFP shall be part of the same.)

This DEED **OF ABSOLUTE SALE** executed at on this the day of , 2022 **by s/o residing at**

hereinafter called the **SELLER** of the one part which expression shall include his executors, administrators, legal representatives, successors etc.

### **TO AND IN FAVOUR OF**

**w/o residing at**

hereinafter called the **BUYER** of the Other Part which expression wherever the context so requires shall mean and include his heirs, executors, administrators, legal representatives, successors etc.

**WHEREAS** the **SELLER** herein has purchased the said property more fully described in the Schedule hereunder from Shri \_\_\_\_\_. in and by sale deed dated and registered on as Document No. of (year) of Book 1 volume No. filed at pages to on the file of the Sub Registrar of.

**WHEREAS** the **SELLER** herein has been in exclusive possession and enjoyment of the property more fully described in the **Schedule** hereunder with a constructed house thereon, which was constructed by him with his self-earned funds , till date.

**WHEREAS** the **SELLER** is the exclusive owner of the property more fully described in the **schedule** hereunder and he has absolute right to dispose of the same as in the manner he wishes;

**AND WHEREAS** the **SELLER** is in need of funds in order to meet his personal commitments and family expenses and has decided to sell the property more fully described in the **Schedule** hereunder for a sum of Rs /- (Rupees only) and the **BUYER** herein has also agreed to purchase the same for the said price and to the effect they entered into an agreement to sell dated .

### **NOW THIS DEED OF SALE WITNESSETH**

**THAT** in pursuance of the aforesaid agreement and in consideration of a sum of **Rs. (Rupees only)** received by the **SELLER** in cash and the receipt of the said entire consideration of **Rs. (Rupees only)**, the **SELLER** doth hereby admit, acknowledge, acquit, release and discharge the **SELLER** from making further payment thereof and the **SELLER** doth hereby sell, convey, transfer, and assigns unto and to the use of the **BUYER**, the property more fully described in the **Schedule** hereunder together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the **SELLER** to and upon the said property **TO HAVE AND TO HOLD** the said property hereby conveyed unto the **BUYER** absolutely and forever.



THE **SELLER** DOTH HEREBY COVENANT WITH THE **BUYER** AS FOLLOWS:

1. **That** the property more fully described in the **Schedule** hereunder shall be quietly and peacefully entered into and held and enjoyed by the **BUYER** without any interference, interruption, or disturbance from the **SELLER** or any person claiming through or under him.
2. **That** the **SELLER** has absolute right, title and full power to sell, convey and transfer unto the **BUYER** by way of absolute sale and that the **SELLER** has not done anything or knowingly suffered anything whereby his right and power to sell and convey to the **BUYER** the property hereby conveyed.
3. **That** the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the **SELLER** shall discharge the same from and out of his own funds and keep the **BUYER** indemnified.
4. **That** the **SELLER** hereby declares with the **BUYER** that the **SELLER** has paid all the taxes, rates and other outgoings due to Local bodies, revenue, urban and other authorities in respect of the property more fully described in the **Schedule** hereunder up to the date of execution of this sale deed and the **BUYER** shall bear and pay the same hereafter. If any arrears are found due to the earlier period, the same shall be discharged by the **SELLER**
5. **That** the **SELLER** has handed over the vacant possession of the property more fully described in the **Schedule** hereunder to the **BUYER** on and delivered the connected original title document in respect of the schedule mentioned property hereby conveyed on the date of execution of these presents.
6. **That** the **SELLER** will at all times and at the cost of the **BUYER** execute, register or cause to be done, all such acts and deeds for perfecting the title to the **BUYER** in the property hereby sold and conveyed herein.
7. **That** the **SELLER** do hereby covenants and assures that the **BUYER** is entitled to have mutation of his name in all public records, local body and also obtain patta in the name of the **BUYER** and undertakes to execute any deed in this respect.

#### **SCHEDULE OF PROPERTY**

**The Market Value of the Property is Rs.**

In witness where of the **SELLER** and the **BUYER** have set their signatures on the day month and year first above written.

**Witnesses:**

**SELLER**

1)

2)





**ANNEXURE 15 – UNDERTAKING FOR NOC FROM SOCIETY FOR SALE AND TRANSFER OF OWNERSHIP  
(TO BE SUBMITTED AS PART OF TECHNICAL BID)**

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

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

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

Name of the signatory: \_\_\_\_\_

Place: Signature of Owner (with seal if applicable)

Date:



## MINIMUM SPECIFICATIONS AND AMENITIES

(Indicative List)

### DETAILS OF CIVIL WORK

1. All the construction items should be in confirmatory with the approved plans, detailed drawings, specifications approved by the municipal/appropriate authority.
2. The building shall be of R.C.C. framed construction/Flat slab/PT with R.C.C. footings, columns, beams, slabs, pardis, chajjas etc. and shall be done in accordance with the design of the R.C.C. consultant.
3. The exposed R.C.C work and brick masonry work in plinth and super structure shall be sand faced cement plaster in two coats in ratio on the side with required number of coats of cement paint of approved make and shade.
4. All the external walls shall be 9" brick masonry. All the walls shall be cement plastered in one coat 1:5 with neeru finish, and colour washed from inside.
5. The internal partition walls shall be half brick (4 1/2") thickness in cement mortar (1:4), with cement plaster, 1:5 neeru finished on both faces with necessary coats of colour wash.
6. The entrance below the staircase will be paved with marble/stone/tiles or equivalent and the common passages and mid landings shall be paved with marble/stone/tiles or equivalent.
7. R.C.C. chajjas on projection shall be provided for all windows if available. The chajjas shall be cement finished on upper surface with waterproofing compound laid to proper slope with rounded connection for junction of wall and sand faced finished on the underside with proper drip mould.
8. The bath room slabs and the kitchen mori slab, if any in canteen shall be sunk 200 mm below the finished floor level and where Indian type W.C. is proposed, the slab will be sunk to the required depth and the same shall be brought up to the level with water proof brick-bat coba and cement concrete with admixture water proof additive. All inside face of the sunk portion and wall faces likely to be subjected to water splashing etc. shall be plastered with waterproof plaster and where specified 2 coats of hot bitumen will be applied before taking up filling work. The slabs of the balconies if any shall be lowered by 25 mm below the general floor level.
9. All the door and window framed shall be of standard quality teak wood enamel painted and make in two coats over a wood primer except for the external face of the main door which will be polished.

#### A. Size of frames:

##### a. M.S. Hold fasts:

Door frame shall have 6 Nos. M.S. hold fasts and window frame shall have 4 Nos. hold fasts.

**b. Wooden frame**

- (i) For main doors (4" x 3" size) – 7'-0" x 3'-3" (Clear opening in wall)
- (ii) For all other doors (4" x 2 ½" size) – 7'-0" x 3'-0" (Clear opening in wall)
- (iii) For toilet doors (4" x 2 ½" size) – 6'-6" x 2'-6" (Clear opening in wall)
- (iv) For windows 4" x 2 ½" of size.
- (v) Special doors (Fire Doors) – As per prevalent building norms.

**c. Cover mould:**

All frames will be provided with teak cover moulds 1 ½" x ½" .

**B. Type of shutters, fixtures and fastenings:**

- a. 1.The fixtures and fastenings, except hinges will be of heavy aluminum extruded sections. The hinges will be iron oxidized of heavy quality.
- b. 2.All flush doors to be provided with external wood lipping all around the shutter.

**C. For Doors:**

Heavy duty 35 mm thick solid core flush door or 12 mm thick toughened glass door with durable locking mechanism and patch fittings.

**a. Door Fittings:**

3 Nos. hinges, one no. of heavy C.P.M.S. aldrop 10" from outside, one no. of tower bolt 8" long from inside, one number 6" handle from inside, one electric buzzer, one plastic peephole, one Godrej night latch lock and safety chain and aluminium letter slit and cover moulding and decorative handle from outside.

**D. For W.C. & bathroom doors:**

The doors shall be teak paneled using Marine plywood and shall be finished with 1mm thick laminate, with an aluminum/ Stainless Steel kick plate (8" wide) at bottom.

**a. Door Fittings:**

4"X3" Nos. hinges, one 4" tower bolt or small sliding bolt on either side end one 6" handle on either side.

**E. For Windows:**

All window shutters shall be of 1 ½ " thick teak wood styles and rails with glazing with 4 mm clear glass with necessary sash bars. The frames shall be securely fixed with 2 Nos. M.S. hold fasts on each side in the brick masonry. Window shutters in balconies to be provided with parliamentary hinges.

**a. Fittings:**

3 inches, two numbers hinges to each shutter, as also one 4 inches handle and one stay hook and eye for each shutter. There number of 4" tower bolts for 4 pair of shutters and pegstays or hooks.

**F. Window for bath and W.C.**



Teak wood/ Stone frame 4"x 2" glass louvered in wired glaze with 16mm dia. M.S. bars at about 100 mm c/c enamel painted.

**G. Balcony railing / parapets:** (3'-0" height)

To be provided with R.C.C. parapet (3'-0" high) with teak wood railings 4" x 2" (finished size) or 10 mm thick toughened safety glass.

**H. Staircase railings:**

Staircase parapet (3' -0" high) to match balcony parapets.

**10. Electric meter cupboard:**

T.W. electric meter cupboards as per electric supply undertaking's requirements to be provided in the staircase and oil-painted.

**11. Flooring:**

A. Marble 20 mm thick/ Vitrified Tiles 10 mm thick / Granite 18mm thick, kitchens and internal passages with matching half tiles skirting including balcony. Bathrooms and W.C.'s will be provided with glazed / antiskid tile flooring & dado.

B. Flooring under kitchen platform to be raised by 1".

C. The staircase shall be of R.C.C. will be covered with stone having rounded nosing. The staircase shall be taken right upto the terrace and the terrace room (mumti room) to be constructed on the terrace with slab projections.

**12. Waterproofing:**

The terrace to have average 112mm thick waterproof layer with brick bat coba laid to proper slopes and finished with Indian stone. The waterproof treatment should be of a type normally prevalent in the area. All care to be taken to make the terrace, baths and W.C.s waterproof. Guarantee against leakages will be given for at least 10 years. Cement golas and drip course to be provided all round the terrace and rain water drainage arrangement of adequate capacity with A.C./C.I. rain water down take pipes with one C.I. pipe at the lower end will be provided. The waterproofing treatment should have been carried out by specialized firm & a warranty certificate to be provided.

The parapet wall of the terrace shall be 25 mm thick brick masonries, 3'-0" above finished level in height finished with sand faced cement plaster.

**13. Water Storage Arrangement:**

R.C.C. underground storage over-head tanks of the adequate capacities shall be provided. These could conform to the local bye-laws, necessary manholes with locking arrangements. All the tanks will be leak-proof. The storage tanks shall be of R.C.C. construction with waterproof plaster both internally and externally to ensure complete water tightness. The overhead tank shall be situated sufficiently above the terrace level to ensure sufficient pressure of water. Where the colony proposed is large, a central overhead tank with R.C.C. staging may be provided. Proper ventilation, access, cleaning arrangements, etc. for tanks will be provided. R.C.C. overhead tanks will waterproofed by a specialist firm.

**14. Painting:**

- A. Two coats of Synthetic enamel paint of approved shade and make to all wood work over a coat of filler & wood primer shall be provided except for outside face of the maintenance door which will be polished.
- B. Outer face of the building shall be finished in super snowcem cement paint of approved make in required number of coats to give a uniform finish and properly cured.
- C. External walls of the toilet will be painted with Elastomeric paint.

**15. Kitchen Platform, in canteen if any provided in the building:**

Kitchen platform 750 mm high from the floor level of about 700 mm width shall be provided with a built-in sink 600 mm x 600 mm and 225 mm deep. The platform top shall be paved with one piece black kadappa/ other stone 40 mm thick with a hole for gas pipe. The sink to have its bottom (kotah/ kadappa) and dado of glazed tiles finished. There shall be 600 mm high dado of white glazed tiles over kitchen platform and sink.

**16. Pump Room:**

The pump room of required size with two centrifugal pumps each of approved make and capacity to pump daily requirements (in two to three hours) along with starters of standard make to be provided as per electrical consultant's design. The pump room to have a T.W paneled door, R.C.C. ventilators and a light point with proper drainage arrangement.

**A. requirements:**

- i. M.S. fan hook of 5/8" dia. wherever directed.
- ii. G.I. spouts in balconies.
- iii. Bath room W.C.s and nahanis and overhead tanks to be waterproofed.

**17. Compound:**

Compound wall height 5' above developed final level or as per Municipal by-laws, 12'-0" wide M.S. compound gate with gate posts as per Architect's design. Compound to be cement plastered in C.M. 1:4 single coat on both faces and painted.

**A. General**

The rates shall also include for the following works:

- i. Suitable arrangement with underground storm water drains for drainage of storm water from the plot.
- ii. Electric connection of adequate capacity including provision of electric sub-station, transformers, etc. if required as per requirements of local authorities.
- iii. Provision of adequate number of street lights.
- iv. Arranging for all service connections, Municipal and other local authorities approval to enable occupancy of building.
- v. Pre-construction anti-termite treatment.
- vi. occupancy and completion certificate.
- vii. Grills in windows 3/4" x 1/8" flats.
- viii. Landscaping – as per our design.

## **18. RATE**

The Carpet area as per RERA 2016 should be as per actual measurements. Carpet area as per RERA 2016 shall be in accordance with the Circular No. 4/2017 dtd. 14.06.2017 by MahaRERA.

Architectural feature, canopies, compound pavement, chajjas, etc. are not to be considered in the Carpet area as per RERA 2016 for payment.

## **19. DETAILS OF SANITARY / DRAINAGE AND WATER WORKS**

All the plumbing, drainage and allied work should have been done consistent with the requirements of local municipal authorities.

Each bath shall have a C.I. nahani trap with C.I. grating connected to the 3" A.C. / C.I. waste vertical stack and to gully trap etc.

Each W.C. will be provided with Indian W.C. pan size 23" and of approved make connected with 4" A.C. / C.I. downtake soil pipe, C.I. high level flushing cistern 12.5 liters, ISI mark also of approved make with mosquito proof G.I. overflow pipe, duly tested by the local authorities (where required) and one C.I. bibcock (heavy) as per ISI.

Each kitchen shall be provided with one C.I. nahani trap connected with 3" A.C. / C.I. down take pipe and gully trap with brick masonry chamber with C.I. frame and cover as per municipal requirements. Sinks in all kitchens will have P.V.C. Pipe outlet of 32 mm dia. sufficient number of A.C. / C.I. rain water lines are to be provided as directed by the Architect. All down takes will be of C.I. upto first floor level and above the parapet level wherever applicable.

Direct water supply connection of adequate size to the underground storage tank shall be taken from the Municipal main of adequate size and as permitted by the Municipal authorities or through the central high level reservoir with necessary distribution system.

Necessary water meter of standard approved make, tested quality with brick masonry meter chamber etc. shall be provided.

The seller shall have to obtain adequate water supply connections from the local authorities for commercial, flushing and suction purposes. Provision of stop cocks, ball cocks, sluice valves, nonreturn valves, foot valves, pumps, etc. as required shall also be made to conform to the municipal by-laws, and to make a satisfactory supply and distribution system.

All down take connections for commercial as well as flushing purposes shall be taken of adequate size with G.I. pipes, GM valves, from the storage tank.

The specifications for the entire work are to be read conjointly with the Rules of the municipal corporation and other local authorities for drainage and water works. Excavation for drainage lines to the building should be carried down to the required level only. No refilling will be allowed for the purpose of making up the



bed of trenches or for correcting levels. Manholes are to be provided at all junctions and change of directions. Such manholes to be constructed in brick masonry with cement plaster finished, with the C.I. frame and cover as per municipal requirements.

Salt-glazed stone-ware pipes drains of adequate size shall be laid over 4" PCC and the lines will be encased with P.C.C. (1 : 2 : 4) with required inspection chambers etc. complete as per municipal stipulation. Drain and vent pipes upto 2 m above the parapet wall shall be of C.I. and C.I. Cowls to be provided over the pipe above the terrace level. All the work shall be carried out by the contractor from the Municipality before occupancy. The drainage arrangement shall be complete including final disposal of sewerage and sullage water. All the connections to municipal drainage and water supply lines will also have to be obtained. All underground water supply mains shall be of C.I. / G.I. pipes wrapped. If the drainage cannot be connected to Municipal mains due to difference in levels, a septic tank of the suitable capacity can be provided for the disposal of sewerage.

All the G.I., C.I. pipe lines on the external facade of the building should be fixed on wooden pattis with proper gaps between the external plaster and pipes including proper clamping for the pipes. All the patch work for pipe openings in the external facade of the toilets should be done with 2 coats of 1:3 plaster with waterproofing material.

All charges, connection fees, water charges for the construction purpose etc. of plumbing and drainage work for the construction and completion of the building are to be paid by the builder who should obtain the water connection from the municipal mains.

All the taps shall be of C.P. brass or heavy-duty SS taps and tested.

All the fees' required in connection with obtaining Municipal sanction / connection as also permission of the local authorities / supply undertakings shall be included in the rates quoted by the seller.

All GI / CI pipes shall be painted with synthetic enamel paint, two coats over a priming coat both internally and externally.

## **SPECIFICATIONS OF THE ELECTRIC INSTALLATION**

1. Adequate connected load needs to be sanctioned by Local Distribution Company.
2. Power transformers of adequate capacity (min 2 numbers) with bus coupler arrangement.
3. Diesel generators of adequate capacity with acoustic enclosure (min 2 numbers) with automatic ON/OFF arrangement as stand by power source.
4. Automatic Power Factor Correction Panel of adequate capacity to maintain the power factor above 0.95 lagging.



5. HT and LT breakers for transformers and generators as per Indian Electricity Rules and Standards.
6. Main Panel / Switch Board incorporating breakers for transformers and generators, Automatic generator ON/OFF system, Bus Coupler Arrangement and outgoing feeders to floor wise main switch boards or panels.
7. Floor wise mains distribution boards / panels arrangement should be provided.
8. Separate distribution boards in each floor lighting, power and air-conditioners.
9. The builder/Contractors will be required to carry out the complete electric installations and get the same connected to the local electricity distribution company and hand over the same in complete working condition.
10. The work will be carried out only in accordance with the prevalent rules and regulations of the Indian electricity Act and those of the Central Electrical Authority.
11. The internal wiring shall be carried out with P.V.C. insulated copper conductor of 1100 volts grade wire.
12. The mains would run in MS Conduit/ GI Conduit/Heavy PVC conduit pipe to all the floors with copper conductor, P.V.C. insulated along with copper earth wire.
13. Light Point wiring, Power point wiring shall be done with 1.5 Sq. mm and 2.5 Sq. mm 1100 Volt respectively, PVC insulated copper conductor. The wiring for Window/ split A.C. Wiring shall be carried out with 4.0 Sq. mm PVC insulated Copper Conductors.
14. All the electrical installations work will be carried out according to the approved electrical layout/ drawing showing light points, fan point, plugs, etc.
15. All the accessories such as switch, holder, plug, socket, ceiling roses etc. shall be ISI standard and shock proof.
16. All switches, plugs for lighting and domestic will be of good quality and it will be fixed with proper screws.
17. There shall be a CRCA / M S enclosure/ panel for premises meters and main switches on the ground floor.
18. All metal parts shall be effectively earthed. Earthing conduction shall be of GI / copper conductors. Earth pits to be provided and finished as per ISI specifications.





**Contact Information**

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