



PREMISES & ESTATE DEPARTMENT

LOCAL HEAD OFFICE

4th Floor, 'Circle Top House', 16, College Lane, Chennai – 600 006.

Invites applications

FOR

**PRE-QUALIFICATION OF ELECTRICAL CONTRACTORS FOR THE
PROPOSED ELECTRICAL WORK OF SBILD AT COOKS ROAD,
PERAMBUR, CHENNAI**

Name of The Tenderer:

Address:

.....

.....

GSTIN:

PRE-QUALIFICATION DOCUMENT
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PRE-QUALIFICATION (PQ) DOCUMENT

1. BRIEF PARTICULARS OF THE WORK

- 1.0 STATE BANK OF INDIA proposes to construct a building for **State Bank Institute of Learning & Development (SBILD)** on its land located in Cooks Road, Perambur, Chennai.
- 1.1 The proposed building will be RCC framed structure and will have Ground + 3 floors having BUA of approximately 1,10,000 sq.ft. The building shall be used for conducting training programmes for the various categories of employees.
- 1.2 The approximate cost of Electrical works (internal & external HT & LT etc.) works out to Rs.3.38 crores.
- 1.3 The proposed buildings are to be constructed and completed in all respects on FAST TRACK. The time allowed for completion of the total project is **18** months including monsoon period.
- 1.4 SBI intends to pre-qualify the Building Contractors who have the requisite qualifying experience specified in the pre-qualification documents for selection of competent contractor for the construction of the buildings.
- 1.5 All drawings (Architectural, structural and MEP Services) for the work shall be made available to the **prequalified applicants** by the project Architects engaged by SBI, Chennai.
- 1.6 Work shall, in general, be executed according to General Conditions of the Contract for SBI works.
- 1.7 Work shall, in general be executed as per specification, special Technical Specifications, relevant Indian Standard (IS) Codes, NBC etc., drawn by the Architect etc; However for all specialized items of work, the Contractor shall be required to engage specialized agencies for such items of work with prior approval of SBI / Architects as per the criteria in the tender document.
- 1.8 The contractor who has been awarded with the project has enter into **Agreement and Pre-Contract Integrity Pact** with the Bank in the enclosed format (Annexure 'L' & 'M'), as per extant guidelines of CVC.

2. ELIGIBILITY CRITERIA FOR APPLYING TO PREQUALIFICATION.

1. The applicant should be a well-established and reputed Indian Electrical Installation Company (for a minimum period of 07 years) engaged in electrification (HT& LT) of large multistoried commercial/institutional projects.
2. The applicant should have satisfactorily completed “similar” works of magnitude as specified below during the last 07 years ending 31.05.2023. This should be supported by completion certificate issued by an Officer not below the rank of Superintending Engineer / Chief Project Manager or equivalent of the Organization for whom the work has been done.
 - (i) One similar completed work costing not less than Rs. 2.71 crores.
And / or
 - (ii) Two similar completed works each costing not less than Rs. 1.69 crores.
And / or
 - (iii) Three similar completed works each costing not less than Rs.1.35 crores

NOTE : (i) “Similar completed works” under this clause shall mean “successful completion of single multistoried commercial/institutional projects” for Government/ Semi-Government/ PSUs/ PSBs/ Financial Institutions.

(ii) “Cost of work” shall mean actual gross value of completed “similar’ work including all the components executed under single contract. The applicant shall submit a copy of final Bill certificate/completion certificate of each project executed by them, during the said period.

(iii) “Applicant” means proprietary concern, partnership firm, private or public limited company applying for pre-qualification. “Employer” or “Client” or “Bank” means State Bank of India. **Joint ventures and/or consortium are not allowed.**

3. The applicant should have **average annual financial turnover of minimum Rs.1.02 Crores in construction work during the last three years ending 31.03.2023**. This should be duly audited and certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
4. The applicant should not have incurred any loss in three years or more during the last five years ending 31.03.2023, duly certified by a Chartered Accountant. The firm should not be under liquidation, court receivership or similar proceedings.
5. The applicant should have a **solvency of Rs. 1.02 Crores certified by a Scheduled Bank**. The Solvency Certificate should not have been obtained earlier than 31/03/2023 in case, the applicant is not able to supply the solvency certificate in original, the certificate shall be attested by a Notary.
6. The applicant should own adequate tools and equipment required for the proper execution of the work on a fast track basis and the details of the same shall be furnished duly authenticated as per the format enclosed in the Annexure – ‘G’.

7. The applicant should have sufficient number of Technical and Administrative employees on their roles for the proper execution of the contract as per the format enclosed in the Annexure – 'F'.
8. Applicant's performance for each work completed in the last 7 (Seven) years and works should be good and it should be certified by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent of the client for whom work was executed.
9. **Only such contractors who fulfill the aforesaid eligibility criteria need apply. Joint ventures and/or consortium are not allowed to participate in the process.**

3. EVALUATION CRITERIA FOR PRE-QUALIFICATION:

1. For the purpose of pre-qualification, applications will be evaluated in the following manner:
2. The initial eligibility criteria prescribed in Para 2.2 above (in respect of experience of similar class of works completed) shall first be scrutinized and the applicant's eligibility for pre-qualification for the work be determined.
3. Only the applicants who meet the initial eligibility criteria specified as above will be further evaluated on the basis of details furnished by them.
4. If necessary, the authorized representatives of Bank will visit many / few projects / sites which are recently executed / being executed by the applicants, in order to evaluate the performance of the applicants. In such case, the applicant will be required to obtain/give them the necessary permission/facilities and arrangements for site visit as necessary.
5. Based on the prequalification criteria mentioned above and after the evaluation of the applicants based on the site visit report, credentials submitted by the applicants, confidential reports obtained from various clientele (wherever necessary), applications will be shortlisted. Thus, shortlisted applicants will be considered as the 'Prequalified contractors' subject to verification of relevant documents and only from them the tenders for the construction of captioned project will be invited.
6. The prequalification document is available on the web site of SBI, <https://bank.sbi> under "**SBI IN THE NEWS → EMPANELMENT OF VENDORS**".
7. The duly filled-in Pre-Qualification Document shall be received up to **15.00 Hrs. on or before 18.08.2023** at the below mentioned address in sealed envelope superscribed "**Prequalification of Electrical Contractors for the Proposed Electrical works of SBILD, Cooks Road, Premabur, Chennai**".

**ASSISTANT GENERAL MANAGER (P&E)
SBI, PREMISES & ESTATE DEPARTMENT
4TH FLOOR, LOCAL HEAD OFFICE, 'CIRCLE TOP HOUSE',
16, COLLEGE LANE, CHENNAI – 600 006.**

8. Bank reserves the right to accept or reject any or all applications without assigning any reason thereof. However, Bank also reserves the right to restrict the list of prequalified contractors to any number deemed suitably by it. This prequalification does not bind SBI to award any job/project to the prequalified contractors.

4. INSTRUCTIONS TO APPLICANTS

1. GENERAL INSTRUCTIONS:

- (i) Please read these instructions carefully before filling up the application form.
- (ii) The application must be submitted in the proforma to be downloaded from our website without editing/altering the text whatsoever. Any violation of this condition shall render the application invalid.
- (iii) The Application form has to be submitted in the prescribed format with Letter of Transmittal and necessary documents / details as sought in a separate sealed cover supported by prescribed annexures containing other details etc. as mentioned. The sealed cover super scribed with legend **“Prequalification of Electrical Contractors for the Proposed Electrical work of SBILD, Cooks Road, Perambur, Chennai”**.
- (iv) The applicant should seal and sign each page of the application and its annexures / supporting documents.
- (v) Prospective applicants may request for any clarification of the project by mailing your queries to agmpre.lhoche@sbi.co.in / agmelec.lhoche@sbi.co.in; 09.08.2023
- (vi) The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings by himself, collect all information that he considers necessary for proper assessment of the prospective assignment. He may contact the office of the client during working hours @ **044-28308415/16/04/03/01** for fixing appointment prior to the site visit.
- (vii) All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “Nil” or “no such case” or “Not Available” entry should be made in that column. If any particulars/queries are not applicable in case of the applicant, it should be stated as “Not Applicable”. The applicants may please note that giving incomplete/unclear information called for in application forms, or making any changes in the prescribed forms, or deliberately suppressing any information, may result in disqualification of the applicant summarily. Applications received thus will not be entertained. Application made by also will not be entertained.
- (viii) Overwriting and using of correction fluid should be avoided. Corrections, if any, should be made by neatly crossing out and shall be rewritten with initials and date. Pages of the document have to be numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- (ix) The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Expression of Interest document unless it is called for by the Employer.
- (x) References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent.

- (xi) Documents submitted in connection with pre-qualification will be treated as confidential and will not be returned.

2. LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal on the letter head of the applicant attached/appended with Application form along with annexures of pre-qualification document as mentioned / necessitated.

3. ORGANISATIONAL INFORMATION - BIODATA

Applicant is required to submit the information in respect of his organization (**in Application form**) and Biodata of the Directors / Partners / Key associates as per **Annexure-'A'**.

4. FINANCIAL INFORMATION

Applicant should furnish the necessary details as per **Annexure-'B'**.

- i. Banker's Details, Chartered Accountant, Annual financial statement for the last five years should be supported by audited balance sheets and profit & loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.
- ii. Name and address of the banker's identification of individuals familiar with the applicant's financial standing and a banker's statement on availability of credit.

5. EXPERIENCE IN SIMILAR WORKS HIGHLIGHTING MAJOR PROJECTS

Applicant should furnish the following:

- a. List of all "Similar" works successfully completed during the last Five years (as per **Annexure-'C'**).
- b. This list is to be substantiated with the documentary evidences such as copies of work orders, certified final bill copy, satisfactory completion certificate obtained from client etc. without which, the projects mentioned in the format may not be considered for scrutiny. List of works completed before seven years may be mentioned in separate sheet if the applicant intends to do so. Details desired in Annexure -'C-1' may be submitted project wise as supplementary information for the major projects only executed during the last five years ending 31.05.2023. Completion certificates of the completed projects to be submitted as per Annexure-'E'
- c. List of the 'similar' projects under execution or awarded (as per Annexure -'D')

6. ORGANISATIONAL INFORMATION - OTHERS

- i. Number of Technical and Administrative Employees in the organization and how they would be involved in this work (as per Annexure-'F')

- ii. Copies of ISO certification or other equivalent accreditation may also be enclosed.

7. CONSTRUCTION PLANT AND EQUIPMENTS:

The applicant should furnish the list of tools, plant, machineries and equipment (as per Annexure-'G'). The applicant shall also furnish the particulars of steel shuttering, centering, props and scaffolding which he proposes to use for carrying out the work on FAST TRACK basis.

8. TENDER SUBMISSION

- i. After evaluation of applications for pre-qualification, based on the evaluation criteria, list of qualified / shortlisted contractors will be prepared. Thereafter, pre-qualified contractors would be invited to submit tenders for the work.
- ii. SBI reserves the right to:-
- iii. Amend the scope and value of contract to the applicant.
- iv. Reject any or all of the applications without assigning any reasons thereof.
- v. The SBI reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later date, he shall be liable to be debarred from tendering/taking up of work in SBI, the tender/work will be cancelled, whenever it is so noticed. The department will not pay any damages to the Company or firm or the concerned person. The Company or Firm or the person will be also debarred for further participation in any tender in the SBI. Further, any breach of this condition by the applicant would also render him liable to be removed from the approved list of contractors of SBI.
- vi. SBI reserves the right to reject any application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic Pre-Qualification criteria.
- vii. Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:
- viii. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.
 - a. (ii) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.
- ix. The prequalification of the shortlisted contractors stands valid for six months from the date of Confirmation of pre-qualification by the Bank. However, SBI reserves the right to curtail or extend this period at its sole discretion.
- x. Corrigendum / addendums (if any) to this notice shall only be available / posted on SBI's website <https://bank.sbi> under "**SBI IN THE NEWS → EMPANELMENT OF VENDORS**".

- xi. The applicants who have downloaded the Prequalification (PQ) document from the website, should read the following important instructions carefully before submitting the PQ documents:-
- a) The applicants should see carefully & ensure that the **complete PQ document** contains all the pages as published while taking printout.
 - b) The printout of PQ document should be taken on 'A4' size paper only & the printer settings, such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.
 - c) The applicant should ensure that **no page** in the downloaded PQ document is **missing**.
 - d) The applicant should ensure that all pages in the downloaded PQ document are **legible & clear** & are printed on a good quality paper.
 - e) The applicant should ensure that **every page** of the downloaded PQ document is **signed by applicant with stamp (seal) of the applicant company and all the blanks are filled by the Applicant, suitably**.
 - f) The applicant should ensure that the downloaded PQ document is properly **Spiral bound and sealed** before submitting the same and any correction / addition / alteration / omission are made in the PQ document by the applicant, it shall be treated as non – responsive and the application shall be similarly rejected.
 - g) The applicant shall furnish a declaration as per the format to this effect that no addition / deletion / corrections have been made in the PQ document submitted and it is identical to the PQ document appearing on Website.
 - h) The applicant who has downloaded the PQ document from website should read carefully & **sign the declaration** given on the Form E before submitting the PQ document.
 - i) In case of any doubt in the downloaded PQ document, the same should be got clarified from the SBI before submitting the PQ document.
- xii. The Company or firm or any other person shall not be permitted to seek pre-qualification for the work in case his near relative(s) (directly recruited or on deputation in SBI & the Office of the Project Architect) is/are posted in any capacity either non-executive or executive employee in Chennai. Near relative(s) for this purpose is/are defined as –
- a) Member of Hindu Undivided family (HUF)
 - b) They are Husband and wife
 - c) The one is related to other in the manner as father, mother, son(s) & son's wife (daughter-in-law), Daughters(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).
- xiii. The applicant (principal contractor) shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or who are near relative to any executive employee/Gazetted officer in the STATE BANK OF INDIA.

- xiv. Efforts on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of application. Canvassing of any kind is prohibited.

ANNEXURES

LETTER OF TRANSMITTAL
(to be printed on the applicant's letter head)

To
AGM (P&E),
SBI, Local Head Office,
4th floor, 'Circle Top House'
16, College Lane,
Chennai – 600 006.

Sub: Submission of Expression of Interest (EOI) for Prequalification of Electrical Contractors for proposed electrical work of State Bank Institute of Learning & Development on its land located in Cooks Road, Perambur, Chennai.

Dear Sir,

Having examined the details given in prequalification web-notice and prequalification document for the above work, I/we hereby submit the prequalification documents (issued / downloaded from web) and other relevant information.

- a. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- b. I/We submit the requisite certified solvency certificate and authorize AGM (P&E) to approach the Bank issuing the solvency certificate to confirm the correctness thereof if they so desire.
- c. I/We also authorize AGM (P&E) to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- d. I/We also submit prescribed declaration in respect of downloaded PQ document.
- e. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

| SN | Name of Work | Certificate from |
|----|--------------|------------------|
| | | |
| | | |

- f. In case at any stage later, information/details submitted by me / us is / are found to be incorrect / false / fabricated, SBI shall have the absolute right to disqualify / reject the application out-rightly and also debar me / us in participating in any future tenders without any prior intimation to me / us.
- g. I / We agree that the decision of State Bank of India in selection of contractors and award of work will be final and binding to me / us.
- h. I/We hereby certify that all the statements made, and information supplied in the Application form, Annexures, Checklist and accompanying statements are true and correct.
- i. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
- j. I / We agree that I / We have not applied in the name of sister concern for the subject project.
- k. I / We agree to enter into Agreement and execute the pre-contract indemnity pact with the Bank as per the draft enclosed in Annexure 'L' & Annexure 'M' respectively of this bid document, in case, our firm/company has been awarded the project.

Date of submission:

Seal & Signature of the Applicant

APPLICATION FORM

| | | |
|---|---|--|
| 1 | a) Name of the Applicant / Firm / Organization | |
| | b) Full Postal Address of Firm (Enclose proof) | |
| | c) Contact Details (i) Phone No. (ii) Mobile No. (iii) e-mail Id | |
| 2 | Year of Establishment of firm/ Company | <i>(Enclose certified copies of documents as an evidence – Flag ‘A’)</i> |
| 3 | Constitution of Firm | Sole proprietorship/ Partnership /Private Ltd. / Public Ltd. / Any other (Please specify) <i>(Enclose certified copies of documents as an evidence – Flag ‘B’)</i> |
| 4 | Name of the Proprietor/ Partners / Directors of the Organization / Firm with Qualification. | <i>(Enclose certified copies of documents as an evidence – Flag ‘C’)</i> |
| 5 | Name/s of Authorized Signatory / Directors / Partners with Designation and Contact No. | |
| 6 | Mode of Authorization, if any, | Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify) <i>(Enclose certified copies of documents as an evidence – Flag ‘D’)</i> |
| 7 | Details of Registration with Registrar of Companies/ Registrar of Firms. Whether Partnership Firm, Company, etc. Name of Registering Authority, Date and Registration Number. | <i>(Enclose certified copies of documents as an evidence – Flag ‘E’)</i> |
| 8 | Whether registered/empaneled with Govt./Semi Govt/Banks/CPWD/Municipal Authorities or any other Public Sector Organizations and if so, in which class and since when? | YES / NO <i>(Enclose certified copies of documents as an evidence – Flag ‘F’)</i> |

| | | |
|----|--|--|
| 9 | <p>Registration with Government Authorities:</p> <p>a. Income Tax (PAN) No.</p> <p>b. Goods & Service Tax (GST) No.</p> <p>c. Labour License</p> <p>d. ESI</p> <p>e. EPF</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(Enclose certified copies of documents as an evidence – Flag ‘G’)</p> | |
| 10 | <p>Yearly turnover of the organization during last 3 years (year wise) and furnish audited balance sheet and Profit & Loss A/c. (Audited) for the last 3 years.</p> | <p>2020-21: Rs.....</p> <p>2021-22: Rs.....</p> <p>2022-23: Rs.....</p> <p>average: Rs.....</p> |
| 11 | <p>Bio-data of the Proprietor/Partner(s)/Key Associates</p> | <p>(Details may be given in the format enclosed as Annexure ‘A’)</p> |
| 12 | <p>Banker’s/CA/Financial position details:</p> | <p>(Details may be given in the format enclosed as Annexure ‘B’)</p> |
| 13 | <p>Details of major works executed & completed during last 5 years in Central Govt. /State Govt. /Financial Institutions/PSUs.</p> | <p>(Details may be given in the format enclosed as Annexure ‘C’ & ‘C1’. To be supported by certificates issued in the enclosed format at Annexure ‘E’)</p> |
| 14 | <p>Details of major works under execution in Central Govt./State Govt./Financial Institutions/PSUs/reputed MNCs.</p> | <p>(Details may be given in the format enclosed as Annexure ‘D’)</p> |
| 15 | <p>Details of Key Personnel Permanently employed</p> | <p>(Details may be given in the format enclosed as Annexure ‘F’)</p> |
| 16 | <p>Details of Plant & Machinery / Manufacturing unit / tools / equipment owned by the company</p> | <p>(Details may be given in the format enclosed as Annexure ‘G’)</p> |
| 17 | <p>Furnish the details names of min. three representatives of the past clients who will be in a position to certify the quality as well as performance of your organization.</p> | <p>(Details may be given in the format enclosed as Annexure ‘H’)</p> |
| 18 | <p>Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last seven years by an arbitrator. If so, the details of such litigation are required to be submitted.</p> | <p>(Details may be given in the format enclosed as Annexure ‘J’)</p> |
| 19 | <p>Declaration regarding near relatives working in the State Bank of India.</p> | <p>(Details may be given in the format enclosed as Annexure ‘K’)</p> |

| | | |
|----|--|--|
| 20 | If the firm is not having its office in Tamilnadu/Pondicherry, please indicate the time by which it is likely to open an office with documentary evidence. | |
|----|--|--|

Note: Please enclose separate sheets for additional information, photographs, and documents.

Signature of the applicant with seal

Date:

Place:

BIO-DATA OF THE DIRECTORS/PARTNERS/ KEY ASSOCIATES

1. Name :
2. Date of Birth :
3. Associates with the organization since:
4. Professional Qualification :
5. Professional Experience :
6. Professional Affiliation :
7. Membership in :
8. Details of Published papers
in Magazine / Journals (if any) :
9. Details of cost effective methods/
innovative techniques adopted
in the projects :
- 10.Exposure to new materials/
Technology :

FINANCIAL INFORMATION**I. Banker Details**

Name of the Bank :
 Branch with Address :
 City :
 Contact person in the Bank :
 Contact Details :

II. Details of Chartered Accountant

Name :
 Address :
 Registration details of accountant :
 Contact Number :
 E-mail address :

III. Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

| YEARS | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
|--|----------------|----------------|----------------|----------------|----------------|
| (i) Gross Annual turn-over in Construction works | | | | | |
| (ii) Profit/Loss | | | | | |
| (iii) Financial position: | | | | | |
| a. Cash | | | | | |
| b. Current Assets | | | | | |
| c. Current Liabilities | | | | | |
| d. Working capital (b-c) | | | | | |

- IV. Income Tax clearance Certificates duly attested by the CA.
 V. Solvency certificate from Bankers (Schedule Bank) of Applicant.
 VI. Financial arrangements for carrying out the proposed work

Signature of Chartered Accountant
with seal

Signature of Applicant(s)
with Seal

Annexure – ‘C’

DETAILS OF ALL ‘SIMILAR’ WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING BY 31.05.2023.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|--------|----------------------------------|---|----------------------------------|------------------------|--------------------------------------|--------------------------------|--|--|---|--|--|---------|
| S. No. | Name of work/ project & location | Owner or sponsoring organizations (Mention Govt / Semi Govt / PSU / Autonomous / Private) | Date of Agreement with the owner | Scope of work executed | Built up area of the project in sqm. | Cost of project work in Crores | Green Building features if any Details of LEED/IG BC certification | Date of commencement as per contract & actual date of commencement | Stipulated Date of completion & Actual date of completion | Litigation/ Arbitration pending/ In progress with details (if any) | Name and address with contact No. of Officer of client to whom reference shall be made | Remarks |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive in charge.

SUPPLEMENTARY INFORMATION ON COMPLETED MAJOR WORKS

| | | |
|-----|---|--|
| 1. | Name of work | |
| 2. | Location | |
| 3. | Client's name and address | |
| 4. | Consultants name and address. | |
| 5. | Scope of work. | |
| | <ul style="list-style-type: none"> • Number of floors in Basement. | |
| | <ul style="list-style-type: none"> • Number of floors in Superstructure. | |
| | <ul style="list-style-type: none"> • Height of the building (m). | |
| 6. | Built up area. (Sqm) <ul style="list-style-type: none"> • Basement. • Superstructure | |
| 7. | Time taken for <ul style="list-style-type: none"> • Substructure. • Superstructure. • Total Project. | |
| 8 . | Specialized service, if any, provided, with cost details, | |
| 9. | Specialized Tools & Plant deployed for the project. | |
| 10. | Project Management organization structure. | |
| 11. | Number of shift and its duration adopted in execution. | |
| 12. | Systems adopted for timely completion of the project. | |
| 13. | Details of Green building features | |

Annexure – ‘D’

‘SIMILAR’ PROJECTS ON HAND - UNDER EXECUTION OR AWARDED

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|---------|----------------------------------|--|----------------------------------|-------------------------------------|--------------------------------|--|--|-------------------------------|---|--|--|---|
| Sl. No. | Name of work/ project & location | Client / Owner or sponsoring organizations (Mention Govt / / Semi Govt / PSU / Autonomous / Private) | Date of Agreement with the owner | Built up area of the project in sqm | Cost of project work in Crores | Green Building features if any Details of LEED/IGBC certification | Date of commencement as per contract & actual date of commencement | Stipulated Date of completion | Up to date percentage of progress of work completed | Delay in progress (if any) and reasons thereof | Name and address with contact No. of Officer of client to whom reference shall be made | Remarks (Indicate whether any show cause notice issued or Arbitration initiated during the progress work) |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Note :

The projects mentioned in the above format shall be sorted in the order of cost of the project (Descending order)

**PERFORMANCE REPORT FOR MAJOR ‘SIMILAR’ COMPLETED WORKS
(REFERRED TO IN ANNEXURE ‘C’)**

| | | | |
|-----|---|---|--|
| 1. | Name of the work / Project & Location | : | |
| 2. | Scope of work. | : | |
| | a. Number of floors in Basement. | : | |
| | b. Number of floors in Superstructure. | : | |
| | c. Total built-up area (BUA) | : | |
| 3. | Agreement No & Date. | : | |
| 4. | Estimated Cost / Tendered Cost | : | |
| 5. | Actual Value of work done | : | |
| 6. | Date of commencement | : | |
| | a. Stipulated date of commencement. | : | |
| | b. Actual date of commencement. | : | |
| 7. | Date of completion | : | |
| | a. Stipulated date of completion. | : | |
| | b. Actual date of completion. | : | |
| 8. | Amount of compensation levied for delayed completion, if any. | : | |
| 9. | Arbitration cases, if any. | : | |
| 10. | Performance parameters | | <i>(please ✓ the appropriate)</i> |
| | a. Quality of Work | : | Very Good / Good / Satisfactory / Poor |
| | b. Time Management | : | Very Good / Good / Satisfactory / Poor |
| | c. Resourcefulness | : | Very Good / Good / Satisfactory / Poor |
| | d. Financial Soundness | : | Very Good / Good / Satisfactory / Poor |
| | e. Technical Proficiency | : | Very Good / Good / Satisfactory / Poor |

Seal & Signature of the authorized signatory
(Preferably Superintending Engineer / Chief Project Manager or Equivalent)

Note :

- The performance report is to be submitted separately for all major works mentioned in Annexure ‘C’.
- The performance report preferably be submitted in the above Performa. In case, different performa is used, the applicant shall ensure that the report / certificate shall contain all the above information / details

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED IN THE ORGANIZATION

| Sr. No. | Designation | Total Number | Names | Educational Qualification | Professional Experience | Length of continuous service with employer in years |
|---------|-------------|--------------|-------|---------------------------|-------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note:

1. Details of Technical personnel shall be provided qualification-wise
2. Organization chart of the company, additional information about Technical and administrative personnel, if any, may be submitted on separate sheet
3. Professional experience in terms of Institutional structures shall be mentioned separately.

**DETAILS OF PLANT & MACHINERY, MANUFACTURING UNITS, TOOLS AND EQUIPMENTS
LIKELY TO BE USED IN CARRYING OUT THE WORK.**

| Sr. No | Name of the Tools / Machinery / Equipment | Unit | Make / Model / Capacity or Type | Age in years | Condition of the unit | Ownership Status (mention the quantity) | | | Current location | Remarks |
|--------|---|------|---------------------------------|--------------|-----------------------|---|-----------------|--------|------------------|---------|
| | | | | | | Presently owned | To be purchased | Leased | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Note:

1. Details shall be submitted separately for (i) Earth moving equipment, (ii) Hoisting / lifting equipment, (iii) Equipments for foundation works,
(iv) Equipment for concrete works, building works, (v) Manufacturing units etc.
2. Use extra sheet if required

DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE MAJOR WORKS CARRIED OUT BY THE APPLICANT

| S. No. | Name of the Official | Organization & Address | Contact Numbers | E-mail ID |
|--------|----------------------|------------------------|-----------------|-----------|
| | | | | |
| | | | | |
| | | | | |

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION

| Year | Awarded for or against Applicant | Name of Client | Cause of Litigation and Matter of Dispute | Disputed Amount | Actual Awarded Amount |
|------|----------------------------------|----------------|---|-----------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

DECLARATION REGARDING NEAR RELATIVES WORKING IN THE STATE BANK OF INDIA

| Name of Bank Staff Related to Applicant | Designation | Office/Branch & Place of Posting | Relation with the Applicant |
|---|-------------|----------------------------------|-----------------------------|
| | | | |
| | | | |
| | | | |

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

DRAFT AGREEMENT TO BE ENTERED BETWEEN THE BANK AND THE CONTRACTOR

ARTICLES OF AGREEMENT made the...day ofmonth of 2023.

BETWEEN The Assistant General Manager, Premises & Estate Department, State Bank of India, 4th Floor, Local Head Office, No.16, College Lane, Chennai -600 006 in the district of Chennai (hereinafter called "the Employer") which expression shall unless repugnant to the context mean & include its successors & assigns of the ONE PART

And

M/s

.....
..... in the district of (hereinafter called "the Contractor" which expression shall unless repugnant to the context mean & include) of the OTHER PART.

WHEREAS the Employer is desires to carryout electrical work for State Bank Institute Leadership & Development (SBILD) at Cooks Road, Perambur, Chennai, as per drawings, bill of quantities, and specification (Schedule-I) describing the work to be done as prepared by our Project Architect designated by SBI, (hereinafter called "the Architects"):

AND WHEREAS the said drawings as per Schedule II including the bill of quantities and the specifications as per National Building Code / CPWD specifications Vol-1 & Vol-II have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in Schedule III hereto attached (hereinafter referred to as "the Said Conditions") the work shown upon the said drawings and described in the said specification and included in the said bill of quantities for the sum of Rs. (Rupees only)

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of the sum of Rs.(Rupees only) to be paid at the times and in the manner set forth in the said conditions, the Contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specification and bill of quantities.

The Employer will pay to the Contractor the said sum of Rs. (Rupees only) or such other sum as shall become payable here under at the times and in the manner specified in the said conditions.

The term "The Architects" in the said conditions shall mean SBI approved project Architect, or in the event of their ceasing to be Architects for the purposes of this Contract, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be

sufficient by the Employer mentioned in the said conditions. The Consultant so appointed subsequently shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Architects for the time being.

The said conditions, specifications and priced bill of quantities shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the Agreement on their parts respectively in such conditions, specifications and priced bill of quantities contained.

This Contract is neither a Fixed Lump Sum Contract nor a Piece Work Contract, but is a Contract to carry out work in respect of the entire work to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

The Employer on his own through the Consultants / Architects, reserves to himself the right of altering the drawings and nature of work or adding or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

- (a) The Contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on materials, whether brought by the Contractors or supplied by the Employer to the Contractors, further the Contractors will carry out proper test as required by the specifications and will supervise the day-to-day working and execution of the Contract works.
- (b) If the Consultant have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall be the duty of the Contractors to report the matter in writing forthwith to the Consultants and, for the time being, to suspend that portion of the work about which difficulty is experienced, The Contractors will abide by the direction of the Consultants.
- (c) The Contractors are aware though the Consultants will supervise the workday to day this will not absolve the Contractors to perform their obligations under Sub-Clause (a) & (b) above.
- (d) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions of this Contract and will be of quality and description as contained in Contract.
- (e) Time shall be considered as the essence of this Agreement and the Contractors hereby agree to commence the work on the 15TH day of offer of written order or the date on which the site is handed over whichever is later and completed within ----- (----- days) as provided for in the said conditions subject, nevertheless, to the provisions of extension of time as contained in the said conditions.

This Agreement and Contract shall be deemed to have been made in Chennai and any questions or dispute arising out or in any way connected with this Agreement and Contract shall be deemed to have arisen, in Chennai and only the court in Chennai shall have jurisdiction to determine the same.

The Vendor/Contractor/Constitution shall promptly notify any change in their constitution to SBI. It shall be open for SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in the absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

The selected Tenderer shall comply with all Rules regulations of statutory authorities and its Fire Department while carrying out the work of the internal additions/alterations in the Bank's Premises, as per the plan prepared by Architects. In case any rules are deviated then such work shall be dismantled and reinstate the same at Contractors cost to the satisfaction of the Architect / Bank.

Contractors have to make all the arrangements for getting required permission/passes for the Labour connected with the project, prior to commencement of the work from the Bank's Authority. "

All the debris lying at site shall be properly stocked and disposed off from time to time out of the municipal limit as per statutory rules in force.

Tarpaulin with scaffolding shall be erected while carrying out the Work to avoid nuisance to working staff, spoiling of Bank's Property and any other Tenderers materials etc. wherever so required.

SCHEDULE – I

Prequalification document (PRE----- dt: -----), Tender documents (Technical bid & Price bids – PRE-----dt:.....) of Construction of building for SBILD at Cooks Road, Perambur, Chennai.

SCHEDULE – II

Drg. Nos.....

SCHEDULE – III

1. Articles of Agreement
2. Content Sheet
3. Notice Inviting Tender
4. Instructions to Tenderers
5. Letter from Architects
6. Letter from Contractor
7. Letter Ref:.....
8. General Conditions of Contract
9. Special Conditions of Contract

- 10. Safety code
- 11. Special Conditions
- 12. Preamble
- 13. Technical Specifications
- 14. Respective drawings
- 15. Schedule of quantities.
- 16. Approved Programme PERT / BAR Charts – Separate.

As witness our hand the day and year first above written.

Signed by the Said Employer:

In the Presence of Witnesses:

Name:

Name:.....

Occupation:.....

Occupation:

.....

Address:.....

Address:

.....

Signed by the Said Contractor (s):

In the Presence of Witnesses:

Name:

Name:.....

Occupation:.....

Occupation:.....

Address:.....

Address:.....

DRAFT FORMAT OF PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20__, between, on one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai 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 procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 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:

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.

Commitments of BIDDERS

2. 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 disfavor 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 vendors or service providers in respect of product / service covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 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 financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 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.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 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 nationalized Bank including SBI or its Subsidiary Banks. **However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks 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 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the 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/Performance Bond (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 LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the 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.
- (vii) 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.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the 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 (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the 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 Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/

systems or subsystems at a price lower than that offered in the present bid in respect of any other Procuring Entity of Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Procuring Entity of Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors

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

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor 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 Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

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

7.8 The Monitor will submit a written report to the designated Authority of 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 is the seat of the BUYER.

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.

For BIDDER
CHIEF EXECUTIVE OFFICER

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 Indian agents of foreign suppliers.

[A] CHECK LIST: ELIGIBILITY CRITERIA REQUIREMENTS

(Put Tick Mark as applicable)

| S.No | Parameter | Page no. |
|-------------|---|-----------------|
| 1. | Do you satisfy requirement of Clause 1.4.1 | Yes / No |
| 2. | Do you satisfy requirement of Clause 1.4.2 (i) OR | Yes / No |
| | Do you satisfy requirement of Clause 1.4.2 (ii) OR | Yes / No |
| | Do you satisfy requirement of Clause 1.4.2 (iii) | Yes / No |
| 3. | Do you satisfy requirement of Clause 1.4.3 | Yes / No |
| 4. | Do you satisfy requirement of Clause 1.4.4 | Yes / No |
| 5. | Do you satisfy requirement of Clause 1.4.5 | Yes / No |
| 6. | Do you satisfy requirement of Clause 1.4.6 | Yes / No |
| 7. | Do you satisfy requirement of Clause 1.4.7 | Yes / No |
| 8. | Do you satisfy requirement of Clause 1.4.8 | Yes / No |

[B] CHECK LIST: DETAILS OF ENCLOSURES

(Put Tick Mark as applicable)

| Sl. No. | Information | Confirmation of Submission | Page no. |
|----------------|---|-----------------------------------|-----------------|
| 1 | Pre-Qualification Document including Letter of Transmittal, Application Form and Annexures A to H & J to M. | Yes/No | |
| 2 | Proof of constitution: | | |
| | <ul style="list-style-type: none"> In case of sole proprietorship/HUF: an affidavit executed before a 1st Class Magistrate that the applicant is the sole proprietor of the firm/Karta of HUF | Yes/No | |
| | <ul style="list-style-type: none"> In case of partnership firm: (Submit attested copies) | Yes/No | |
| | <ul style="list-style-type: none"> In case of private/Public Ltd. Co. Article of Association duly attested by Notary Public | Yes/No | |
| | <ul style="list-style-type: none"> Power of attorney, if any, attested by Notary Public | Yes/No | |
| 3 | Certificate of Registration as contractor | Yes/No | |
| 4 | Certificate of Registration with taxation authorities | Yes/No | |
| 5 | Certificate of Tax Clearance | Yes/No | |
| 6 | Details of requisite licenses | Yes/No | |
| 7 | Registration with EPF | Yes/No | |
| 8 | Proof of eligibility of essential criteria | Yes/No | |
| 9 | Financial Information | | |
| | <ul style="list-style-type: none"> Balance sheets of last 5 years | Yes/No | |
| | <ul style="list-style-type: none"> Calculation sheets of net worth | Yes/No | |
| | <ul style="list-style-type: none"> Solvency Certificate in original | Yes/No | |
| 10 | Attested copies of award letters/work orders/LOI for completed work | Yes/No | |
| 11 | Original or attested copies of certificate for works done, from concerned clients | Yes/No | |
| 12 | Attested copies of award letters/work orders/LOI for ongoing projects / Works on Hand | Yes/No | |

DECLARATION

It is to certify that

1. I / We have submitted the PQ document in the proforma as **downloaded directly from the web site & there is no change in formatting, number of pages etc.**
2. I / We have submitted PQ document which **are same / identical** as available in the website.
3. I / We have checked that **no page is missing** and all pages as per the index and checklist are available & that all pages of PQ document submitted by us are **clear & legible.**
4. I / We have **signed (with stamp) all the pages** of the PQ document before submitting the same.
5. I / We have **sealed** the PQ documents properly before submitting the same.
6. I / We have read carefully & understood the instructions to the applicants.
7. I / We have **not made any modification / corrections / additions / deletions etc.** in the PQ documents downloaded from web by me / us. In case at any stage later, it is found there is difference in our downloaded PQ documents from the original and / or any documentation, SBI shall have the absolute right to disqualify / reject the application out-rightly and also debar me / us in participating in any future tenders without any prior intimation to me / us.

Signature of Applicant