SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

CIRCLE OFFICE

State Bank of India, Local Head Office Building, 3rd Floor, C-6, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051

INVITES TENDERS ON BEHALF OF

STATE BANK OF INDIA

FOR SALE OF BANK'S PROPERTY AT B.H.G. ADVANI MARG, KHAR (WEST), MUMBAI, MAHARASHTRA
THROUGH E-FORWARD AUCTION

Last date for submission of Tenders: 3:00PM (IST) on 14.10.2019.

Opening of Tenders: 3:30 PM (IST) on 14.10.2019.

Tenders to be submitted to:-

V.P & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, State Bank of India, Local Head Office Building, 3rd Floor, C-6, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051

Bidders Signature

SALE OF BANK'S PROPERTY THROUGH E-FORWARD AUCTION

1. NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS), Circle Office, Mumbai, on behalf of State Bank of India, LHO, Mumbai, invites application from bidders satisfying the eligibility conditions (refer point no.3 on page 7) for the sale of the landed property owned and possessed by State Bank of India on "as is where is and whatever there is basis" and as per the terms and conditions mentioned herein.

Land & Building at Bandra West, Mumbai

Newspaper Advertisement date	15.09.2019
Property Name/ Location	Plot No. 560, bearing CTS No. F/341, Barrister Hotchand Gopaldas Advani Marg, Khar West, Mumbai – 400050
Extent of land/ Plot Area	581.10 Sq.m. (Approx.)
Existing land use	Existing Building on the Plot (Ground + 3 upper floor) builtup area 5992 sq.ft.
Status of tenure	Free hold
Reserve price	Rs. 32.38 Crores
Tender Processing Fee (non-refundable)	Rs. 32000/- in the form of DD favouring "**SBI Infra Management Solutions Pvt Ltd**" payable at Mumbai.
EMD	Rs. 32.38 Lakhs in the form of DD favouring '**State Bank of India**' payable at Mumbai.
PreBid Meeting	23.09.2019 at 3.30 PM in the office of SBIIMS at 3rd floor of SBI LHO Building, BKC, Bandra East, Mumbai
Date for inspection of the property	24.09.2019 to 27.09.2019 (During office hours)
Date & Venue for inspection of title of the property	24.09.2019 to 27.09.2019 (During office hours) SBIIMS Circle Office, BKC, Mumbai
Last date for receipt of sealed cover containing bid documents, supporting documents, EMD and KYC documents	14.10.2019 up to 3.00 PM in the office of SBIIMS at 3rd floor of SBI LHO Building, Bandra Kurla Complex, Bandra East, Mumbai Contact Person: i) Rahul Parwate (9717462906, 022-26445665) ii) Nitheesh C J (7506243001)
Date and venue for opening of bids	14.10.2019 at 3.30 PM in the office of SBIIMS at 3rd floor of SBI LHO Building, Bandra Kurla Complex, Bandra East, Mumbai
Date of E- forward auction	18.10.2019 from 11:00AM to 01:00PM, for the eligible bidders for price bidding purpose. Service provider: M/s. e-Procurement Technologies Ltd. Contact No: +91 7961200 546/580/567/569
Boundaries	North – Plot no 565, B.P.T. Scheme no.III South – 32nd National Collage Road East – Plot No. 565, B.P.T. Scheme no.III West – Road No.36

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

Bidders Signature

2. GENERAL INSTRUCTIONS

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

ii) Conditional bids are liable to be rejected. Please note the applications received will be duly evaluated on the basis of eligibility conditions & details/ supporting documents furnished by the applicants. It is the sole responsibility of the applicants to submit the desired documents. Applications without supporting documents/ incomplete applications are liable to be summarily rejected without further correspondence. Application found with false and/ or incomplete information at any stage is liable for rejection.

iii) If the space in proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of proforma and page number.

iv) **Please note that offers from brokers will not be entertained**.

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

vi) Any information contained in this document will be superseded by amendment/ corrigendum in this regard (if any) which will be published only in the Bank's website www.sbi.co.in under "Procurement, Empanelled service providers & others" – Auction

Notices. All the bidders are advised to see amendments to the bid document (if any) and need to download and submit the same with the bid. In case the bidder does not submit the

Bidders Signature

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

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

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

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

	SHRI JOHNY JOSEPH	SHRI K. CHANDRAHAS
CADRE	IAS (Retd.)	IRS (Retd)
ADDRESS	701/702, Callalily-Y, Nagar Amrit Shakti, Chandivali, Andheri (East), Mumbai – 400072	G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad – 500034
e-mail ID	johnyjoseph49@gmail.com	kchandrahas@yahoo.com

Please also refer "Pre Contract Integrity Pact" (Annexure –IV) in this regard (Page 22 to 28)

Bidders Signature

x) The tender for the sale of the properties contain two parts, viz., Technical bid and Price bid.

a) **Technical Bid**:- Technical bid forms can be downloaded from Bank's website https://www.sbi.co.in <Link> "Procurement, Empanelled service providers & others" – Auction Notices, Sealed envelope superscribing **"Tender for Sale Of Bank's Land and Building At Plot no. 560, CTS No. F/341, Barrister Hotchand Gopaldas Advani Marg, Khar West, Mumbai – Technical Bid**" and containing the following;

i) Technical bid document signed on each page as a token of acceptance of terms and conditions of bid document together with details of applicants & Annexure – I, II & IV (ie Page no 1 to 27).

ii) Duly executed power of attorney (as per the format enclosed at **Annexure-III),** if required. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

iii) DD towards tender fee amounting to Rs.32,000/- (Rupees Thirty Two Thousand only) favouring ' and EMD amounting to Rs.32.38 Lakhs (Rupees Thirty Two Lakhs Thirty Eight Thousand only).

iv) A photocopy of the PAN duly signed by the individual or by a Power of Attorney holder as the case may be.

v) In case of other entities, viz., Companies/LLPs/Partnership firms/statutory corporation, copy of certificate of Incorporation/partnership deed may also be provided.

The bid should be submitted to V.P & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, State Bank of India, Local Head Office Building, 3rd Floor, C-6, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051, on or before 3.00 PM on 14.10.2019.

The details of the person/entity submitting the document i.e. Name, Address and Phone/ Mobile Number and E-mail ID of the Bidder should be mentioned in the lower left corner of the main envelope. The bidders are advised to submit their application complete in all respect well within the time, to avoid last minute rush. Applications not accompanied with one or more documents mentioned herein before shall be summarily disqualified. Technical bids so received will be opened on 14.10.2019 at 3.30 PM at the aforesaid office. The applicants found eligible shall be advised by e-mail to participate in the online price bidding.

b) **Price Bid**:- Online price bidding shall be carried out by way of e- forward auction through our authorized service provider M/s. e-Procurement Technologies Ltd. The bidder can access Bank's web portal https://etender.sbi, on 18.10.2019 from 11:00 AM to 1:00 PM. The eligible bidders shall contact our service provider for guidance and queries while taking part in the e-auction.

Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves and failing which, neither the SBIIMS nor the authorized service provider will be responsible for any consequence.

Bidders Signature

c) **Other requirements for participating in e-auction**

- **Valid digital Signature** – Bidders may approach e-auctioneers or any other authorized agency to obtain digital signature.
- **Login ID and Password** – Will be sent to the e-mail ID of the eligible bidders by e-auctioneers prior to e-auction.
- Bidders should **login and bid** during the auction hours on the date of e-auction as per auction rules.
- Applications not accompanied with Tender Processing Fee/ EMD will be summarily rejected.

xi) If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

xii) All pages of the bid document to be signed by the bidder.

xiii) For any clarifications regarding details of the property, submission of Technical bid, e-auction procedure etc., and the prospective bidders may contact i) Sri. Rahul Parwate, Manager (Civil Engg.), SBIIMS (Mob: 9717462906, 022-26445665, e-mail: sbiims.mum@gmail.com, rahul.parvate@sbi.com). ii) Shri Nitheesh C J, Dy. Manager (Civil Engg), SBIIMS (Mob: 7506243001)

Vice President & Circle Head

Bidders Signature

3. ELIGIBILITY CONDITIONS

The bidder should: -

I) Be any person, sole proprietorship firm, registered trust, partnership firm, registered co – operative society, State Government, Central Government, Public Sector Undertakings, Public Financial Institutions, Non-Banking Financial Companies, Public Sector Banks, Private Sector Banks, Public Companies, Private Companies, Statutory Corporation formed and registered under any Statute/enactment/legislation/ partnership firm registered in India and not be a consortium of bidders.

II) Not be represented through any broker or agent.

III) Be legally competent to enter into contract as per prevailing laws.

IV) Submit **email id and digital signature for participating in e – auction**

V) Submit the requisite Tender Processing Fee, EMD, KYC Documents and duly filled in and signed bid documents along with its supporting documents in a sealed envelope superscribing **"Tender for Sale Of Bank's Land and Building At Plot no. 560, CTS No. F/341, Barrister Hotchand Gopaldas Advani Marg, Khar West, Mumbai – Technical Bid**", to Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd, SBI LHO Building, Bandra Kurla Complex, Bandra East, Mumbai on or before the due date and time specified for submission of tender.

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

4. Title Deed of land

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

5. Inspection

The bidders will be allowed to inspect the property and verify other related documents on stipulated date or dates in the presence of officials of SBI/ SBIIMS to enable them to do their due diligence and familiarize themselves with other details of the property. The Bidder shall thoroughly satisfy themselves of the nature, conditions and extent of the Property and its physical condition, title to the Property etc. The SBI/ SBIIMS gives no guarantee or warranty as to the physical condition, nature and suitability of the Property for any specific purpose or use. It should be clearly understood that no claim/ complaint about the title/physical condition/nature / lie and suitability of the property for any use will be entertained by SBIIMS.

SBI/ SBIIMS will not pay the Bidder any expenses, which may have been incurred for inspection of the Property or for preparation of the Bids for submission, etc.

6. Earnest Money Deposit:

Bidder should deposit Earnest Money Deposit (EMD) amounting to Rs. 32.38 lakhs by means of a bank draft / Pay order issued by Scheduled Bank in favour of "**State Bank of India'**" payable at Mumbai valid atleast for 3 Months. EMD shall be submitted along with the bid documents & KYC Documents on or before the scheduled date and time specified for receipt of tender. EMD shall be forfeited, without prejudice to the rights of the SBIIMS to claim such further damages in this regard without further reference to the Bidder in case of following:-

a) If any bidder, whose offer / bid is accepted, defaults in making the balance payment in terms of the conditions of sale including failure to complete other sale formalities within the stipulated time frame. **OR**
b) If the bidder withdraws his Bid during the Bid Validity Period. **OR**
c) If the Bidder makes any statement or encloses any document(s) which turns out to be false, incorrect and/or misleading or conceals or suppress any information, at any time prior to or after declaring the Successful Bidder.

If, however, the sale is completed within the specified time limit, the EMD shall be adjusted towards the final sales price. In case of unsuccessful bidders, earnest money would be returned within 30 days of the opening of the price bid. No interest will be paid on the EMD.

7. PAYMENT SCHEDULE:

7.1 Payment Schedule will be as follows:-

(i) Tender Fee: Rs 32,000/- (in the form of DD favoring "SBI Infra Management Solutions Pvt Ltd" payable at Mumbai and to be submitted along with Technical bid, tender fee is non-refundable)

(ii) EMD: Rs 32.38 lakhs (in the form of bank draft / Pay order issued by Scheduled Bank in favour of "State Bank of India" payable at Mumbai and to be submitted along with Technical bid)

(iii) 25% of approved bid value: within 7 days from the date of acceptance of e-auction bid value by
SBIIMS

(iv) Remaining 75% of bid value (including EMD): within 30 days from the date of acceptance of e-auction bid value by SBIIMS.

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

Bidders Signature

7.2 **DEFAULT IN PAYMENT OF SALE VALUE**: In case of the successful bidder could not deposit the balance 75% of the sales price, within the stipulated period given to him/her, then on their request, the extension of time may be given at the sole discretion of the SBIIMS and the SBIIMS will charge interest @ SBI Prime Lending rate (PLR) on the balance amount. Maximum extension for depositing the balance 75% amount will however, be limited to only one month. If the bidder fails to deposit the balance amount with specified interest within such extended period of one month, then in such an event, the contract shall be automatically terminated and the EMD/security deposit/payment made by the bidder lying in any form with SBI/SBIIMS shall automatically stand forfeited, without prejudice to the right of SBIIMS to dispose off the property and the SBIIMS may proceed to cancel the transaction.

7.3 Intimation of acceptance would be conveyed to the purchaser by e-mail and by Registered Post/ Speed Post at the notified address. Upon receipt of the same the purchaser is required to make payment as per the above schedule.

8. Procedures for selecting successful bidder

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

All shortlisted eligible bidders are required to keep their offer valid for acceptance by SBIIMS for a period of 90 days from the date of e-forward auction. If any bidder withdraws his offer within the above period of 90 days, EMD paid by him shall be forfeited. SBIIMS reserve their rights to reject a Bid valid for a period shorter than the Bid Validity Period (90 days) as non-responsive, without any correspondence. Any decision taken by SBIIMS in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders. In exceptional circumstances, SBIIMS may solicit the Bidder's consent to an extension of the Bid Validity Period. The request and the response thereto, shall be made in writing. Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable.

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

The acceptance of Highest (H-1) bid received in the e- forward auction will be subject to approval by the Bank and it will not be binding on the Bank to sell the Property to the H-1 bidder. The right of acceptance/rejection/negotiation of the H-1 bid lies entirely with the Bank. After approval of H-1 bid by the Competent Authority, suitable communication will be made by the SBIIMS in the form of Bid Acceptance Letter to the successful bidder.

Bidders Signature

9. Sale Procedure:

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

9.2 Sale will be conducted on the basis of the highest bid price provided that such tendered rate / amount quoted by the bidder are found reasonable and acceptable by the SBIIMS.

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

9.4 **It shall be the responsibility of the Successful Bidder to get the Property registered in its name in records of the concerned authorities. Obtaining NOC from Mumbai Municipal Corporation, for registration of the Property from Collector Office /Society/ Appropriate Authority shall be the responsibility of the Successful Bidder. The amount of consideration required to be paid for obtaining the NOC from the Mumbai Municipal Corporation shall be borne by the Successful Bidder.**

9.5. All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty, etc. of whatsoever nature shall be paid by the successful bidder to the concerned authority/ body.

9.6 The land will be sold on “As is where is and whatever there is basis” only.

9.7 Successful bidders Inability to conclude the Transaction: In the event successful bidder is an individual person and is unable to complete the sale of the said property as per the terms of the E- forward auction, for any such reason as the death of the person, it shall be the responsibility of his /her legal heir/ assignees (successor) to adhere to the terms of e-forward auction and complete the sale process in accordance to the e- forward auction terms. In case the successor of the successful bidder decides to pullout of the transaction, for whatever reason, the EMD and all other further payments made by the bidder (if any) will be forfeited.

9.8 FORCE MAJURE: SBIIMS shall not be liable for any failure or delay in performance due to any cause beyond their control, including fire, floods, strikes, go-slow, lockout, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, government actions, civil commotion, breakdown of machinery, shortage of labour, or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of SBIIMS to extend the time of performance on the part of SBIIMS by such period as may be necessary to enable SBIIMS to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written

Bidders Signature

10. SALE DEED:

10.1 Execution of Sale Deed

(i) The Bank would endeavor to execute the sale deed in favour of the successful bidder within 60 days of the receipt of the full amount of the bid at the cost and expenses of the bidder. The contract shall be valid upto the date of registration of the property in favour of the successful buyer.

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

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

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

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

(vi) After the full payment of sales consideration by the successful buyer, all the approvals consents, licences, permissions required for effectively transferring the property to the buyer shall be responsibility of the buyer only, provided however, SBI shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which SBI has control and necessary authority to successful bidder. SBI shall provide all assistance in executing such documents so required by the buyer for transfer of the property in his favour under terms and conditions of e-forward auction.

(vii) Conveyance of the property through a registered sale deed will be made on the name(s) of successful bidder only at the cost and expenses of the successful bidder after payment of the full sale value and any other dues and no additions/ deletion of names of the bidder shall be permitted at any later stage and names of the bidder submitted at the time of registration as a buyer in the **Tender Document** shall only be considered for this purpose.

(viii) SBI shall execute sale deed(s) in favour of the successful bidder, provided however, execution costs and formalities including proper documentation and registration shall be sole responsibility of the successful bidder and all the expenses including stamp duty implications or other taxes, duties, cesses, charges or imposts in relation thereto, including legal expenses shall be borne by the successful bidder. The sale deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions of e-auction by the buyer. The successful buyer will at his cost arrange to get the property transfer in his name after the payment of sale consideration. SBI would endeavour on a best effort basis to complete the documentation and conveyance in respect of the relevant property in favour of the successful bidder/buyer after the payment of sale consideration and fulfilment of all other formalities by the owner.

11. COMPLIANCE WITH STATUTORY REGULATIONS

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

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

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

12. RIGHT TO REJECT OFFERS

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

13. HANDING OVER OF POSSESSION OF PROPERTY

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

14. PROVISION FOR SETTLEMENT OF DISPUTES

In case of any dispute arising in the transaction, such disputes or difference shall be referred to SBI, LHO, Mumbai. The Bank or its authorized representative is empowered to adjudicate and decide all such disputes. The decision of the Bank (SBI) decision shall be final, conclusive and binding on all parties.

15. NON DISCLOSURE CLAUSE: The bidder will maintain the confidentiality of e-forward auction documents and all other information related to the bidding process and shall not use them for any purpose other than evaluation of the property for perspective of the bidding process. Bidders shall also refrain from reproducing/ forwarding or dissemination of any document or information on bidding process to any other person except its legal and financial advisors.

Bidders Signature

16. ARBITRATION: In the event of any dispute arising between the parties hereto under this Agreement, both parties agree that such disputes/ differences shall be referred to the decision of a sole arbitrator, appointed by the Bank/ SBIIMS for adjudication who will not be employee of SBI/SBIIMS. The sole arbitrator will follow the procedure as specified in the Arbitration and conciliation Act, 1996 and the decision of the said arbitrator shall be final and binding, subject to the jurisdiction of City Civil Courts Mumbai for filling of any petition from such arbitration proceeding including petition under Section-34 of Arbitration and Conciliation Act for setting aside of the award. The venue of arbitration shall be Mumbai, the language English and the costs expenses of such arbitration shall be borne equally by the parties hereto.

17. MISREPRESENTATION/ FRAUD / BREACH OF TERMS AND CONDITIONS

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

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

18. ACCEPTANCE OF THE OFFER

a) Only the eligible bidders complying stipulated criteria/documents shall be allowed to participate in the e-auction to be conducted for price bidding.

b) The decision of the SBIIMS in this matter shall be final.

c) The SBIIMS reserves the right to reject any bid, including that from the highest bidder without adducing any reason for rejection of the bid.

d) After approval of the acceptance of bid by the SBIIMS, the bidder shall be informed of the same in writing, asking the successful bidder to deposit the required amount.

e) The SBIIMS would return the EMD received from the unsuccessful bidders within 30 days of the date of e-auction. **No interest is payable on EMD so deposited with the Tender documents.**

19. AMENDMENT OF BID DOCUMENTS

SBIIMS has the right to modify the bid document, if found necessary. Such modifications would be advised to all the bidders by e-mail address given in the application or by posting the same in Bank's website https://www.sbi.co.in and the same shall be binding on all parties.

Bidders Signature

20. E – Forward Auction

SBIIMS will conduct the price bidding through E- forward auction and arrangements will be made through M/s e-Procurement Technologies Ltd, who will be the authorized service provider for the same, at Bank's web portal https://etender.sbi**.** E-auction tender documents containing online e-auction bid form, declaration, terms and conditions of online auction sale will be made available in the said web portal prior to e-auction. Computerized E-Auction among the bidders, who have fulfilled the eligibility criteria to the entire satisfaction of the Committee, shall be conducted by SBIIMS through the service provider on pre-specified date, while the bidders shall be quoting from their offices/ place of their choice. The eligible bidders, if so required shall be trained by our service provider, for taking part in the e-auction. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidder's responsibility. It is to be noted that neither SBIIMS nor the authorized service provider are responsible for any unforeseen eventualities.

21. NOTE

a. Canvassing in any form would be a disqualification

b. Any conditional offer is not acceptable to SBIIMS and is liable to be rejected.

c. Any offer must be made by filling in the specified bid forms which must be completed in all respects and all the documents required must be enclosed. Incomplete offers are liable to be rejected.

d. Intending bidders are advised to go through the terms and conditions carefully and satisfy themselves about the extent of land, title of the property and any other documents related to the property before submitting their bids.

e. The Bid shall be typed or written in indelible ink and the Bidder shall put his signature on each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

f. The bid envelope shall be superscribed as **"Tender for Sale of Bank's Land & Building At CTS No. F/341, Barrister Hotchand Gopaldas Advani Marg, Khar West, Mumbai, Maharashtra – Technical Bid**", and submitted to V.P & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, State Bank of India, Local Head Office Building, 3rd Floor, C-6, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 on or before the due date and time specified for submission of tender. The details of the person/entity submitted the document i.e. Name, Address and Phone/ Mobile Number and E-mail ID of the Bidder shall be mentioned in the lower left corner of the main envelope. The envelope shall contain:

i) Technical bid document signed on each page as a token of acceptance of terms and conditions of bid document together with details of applicants & Annexure – I, II, III & IV (ie Page no 1 to 28).

ii) Duly executed power of attorney (as per the format enclosed at **Annexure-III),** if required. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

iii) DD towards tender fee amounting to Rs.32,000/- (Rupees Thirty Two Thousand only) favoring "SBI Infra Management Solutions Pvt Ltd" payable at Mumbai and EMD amounting to Rs.32.38 Lakhs (Rupees Thirty Two Lakhs Thirty Eight Thousand only) in favour of "State Bank of India" payable at Mumbai.

iv) A photocopy of the PAN duly signed by the individual or by a Power of Attorney holder as the case may be.

v) In case of other entities, viz., Companies/LLPs/Partnership firms/statutory corporation, copy of certificate of Incorporation/partnership deed may also be provided.

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

Bidders Signature

DETAILS OF THE APPLICANT (S)

Sl No	Description	
1	Name of the Individual/ Firm/ Company/ HUF	
2	Country of Incorporation** / Nationality (as applicable)	
3	Address (In full) with Pin Code	
4	Telephone No. including Mobile No.	
5	e-mail ID:	
6	Whether the applicant has a valid Digital Certificate/ Signature	Yes/ No
7	Year of Establishment of the company/ firm** (Date of birth for individuals)	
8	Constitution of the Firm/ Company** (Enclose proof)	
9	Name of Proprietor/ Partners/ Associates/ Directors**	
10	Details of Authorised Signatory of the Bidder (a) Name (b) Designation (as applicable) (c) Address (d) Mobile/Telephone No. (e) E-mail Address	
11	Details of PAN (enclose a copy)	
12	Banker's Name with address	

Bidders Signature

13	Whether any action has been initiated against the bidder by any other Government, Statutory authority or judicial authority with regard to any violation of law or other financial irregularities.	Yes/ No (If yes, provide details thereof)

**Not applicable for individuals

The conditions stipulated by SBIIMS in its newspaper advertisement and notice in Bank's website https://www.sbi.co.in under “Procurement News & others” - Auction Notices for sale of property on “as is where is and whatever there is basis”, are fully acceptable to me/ us. A copy of the Bank's website advertisement and each page of the Technical Bid duly signed by me/us, as a token of acceptance of the conditions laid down thereon is enclosed.

Name: Signature (with seal, if any)

Place:

Bidders Signature

Annexure-I

Letter of Bid and Intent
[On Letter head of the Bidder including full postal address, telephone No., Fax No. and E-mail ID)
(as applicable)]

Date:

To
Vice President & Circle Head,
SBI Infra Management Solutions Pvt. Ltd.,

Circle Office, State Bank of India, Local Head Office
Building, 3rd Floor, C-6, G-Block, Bandra Kurla Complex,
Bandra East, Mumbai-400051

Sub: **Tender for Sale of Bank's Land & Building At CTS No. F/341, Barrister Hotchand Gopaldas Advani Marg, Khar West, Mumbai, Maharashtra** on "as is where is and whatever there is basis",

Sir,

1. I/ We refer to your advertisement inviting bids for sale of SBI's owned land & building (G+3) located at CTS No. F/341, Barrister Hotchand Gopaldas Advani Marg, Bandra West, Mumbai, Maharashtra.

2. I/ We have read and understood the contents of bid document and the advertisement and wish to participate in the above sale process and for this purpose:

i) I/We propose to submit my / our bid [for and on behalf of (Insert Company Name here)].

ii) I/we confirm that we satisfy the eligibility conditions set out in the relevant sections of the bid document as well as all such other relevant laws and regulations as applicable to us.

iii) The Bid documents as per the formats, indicated hereinafter duly signed by us, which satisfy the eligibility criteria, are enclosed.

iv) The Technical Bid comprises the following:

a) Duly signed Bid Document (by an authorized representative of the Bidder);
b) DD No. _____dt. _____towards tender processing fee
c) DD No. _____dt. _____towards earnest money deposit VVVV
d) Duly stamped and executed Power of Attorney;
e) Copy of PAN Card

Bidders Signature

3. I/We further undertake to provide additional information, if any, sought by SBIIMS. SBIIMS and its authorized representatives may contact the following person for any further information:-

Name of the Person: Address:
Mobile/Phone No.:
E-mail:

4. I/We agree that the SBI/SBIIMS is authorized to conduct any inquiries / investigations to verify the statement, documents and information submitted in connection with the Bid.

5. This bid is made with full understanding that:

(a) SBIIMS reserves the right to reject or accept any Bid, modify / cancel the bidding process, and / or reject all or any of the Bids.

(b) SBIIMS shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.

6. I/We, declare that the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect. I/We understand that, in case any of statement made/ information given by me/us turned out to be false or incorrect, our bid is liable to be summarily rejected without any further correspondence in this regard.

7. I/We have read and understood the terms and conditions of the bid document and I/We/ am/are willing to abide by them unconditionally.

Name _____
For and on behalf of
(Name of Bidder)

Enclosures:-
a) Duly signed Bid Document (by an authorized representative of the Bidder);
b) DD No. _____dt. _____towards tender fee.
c) DD No. _____dt. _____towards earnest money deposit
d) Duly stamped and executed Power of Attorney;
e) Copy of PAN Card
f) Annexures (II to III)

Bidders Signature

Annexure-II

Bid for Sale of Land & Building At CTS No. F/341, Barrister Hotchand Gopaldas Advani Marg, Khar West, Mumbai, Maharashtra on "as is where is and whatever there is basis",

I/We further acknowledge and agree that;

(i) In case my/our offer is accepted and if I/we fail to pay the amount in the manner specified by SBIIMS, the amount of Earnest Money Deposit and any further instalments/ deposits paid by me/us under this Bid shall stand absolutely forfeited by the Bank.

(ii) This Bid is valid for a period of 90 days from the date of e-auction or such extended date as may be determined by the Bank.

(iii) The terms and conditions of the bid Document are binding on me/us and I/We hereby unequivocally and unconditionally accept the same.

(iv) The decision of the Bank concerning this transaction shall be final and binding on us.

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

(Signature of the Bidder)
Full Name:
Designation (as applicable):
Name of the Company (as applicable):

Bidders Signature

Annexure-III

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

POWER OF ATTORNEY

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

I Accept

_____(Signature)

(Name Title and Address of the Attorney)

(Signature)
(Name, Title and Address)

Annexure-IV

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 "SELLER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by

Shri , Chief Executive Officer (hereinafter called the "BIDDER which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the SELLER proposes to sale (Name of the Stores/Equipment/Item) and the BIDDER is willing to purchase/ acquire 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 SELLER 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 SELLER to sale the desired 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 SELLER 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 SELLER

1.1 The SELLER undertakes that no official of the SELLER, 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, organisation 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.

Bidders Signature

1.2 The SELLER 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 SELLER 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.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the SELLER with full and verifiable facts and the same is prima facie found to be correct by the SELLER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SELLER 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 SELLER 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:

3. 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 SELLER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 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 SELLER 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.

3.3* 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.

3.4* 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.

3.5* The BIDDER further confirms and declares to the SELLER that 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 SELLER or any of its functionaries, whether

Bidders Signature

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.

3.6 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 SELLER 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.

3.7 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to° others, any -information provided by the SELLER 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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 SELLER, or alternatively, if any relative of an officer of the SELLER 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.

3.13 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 SELLER.

4. Previous Transgression

4.1 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

Bidders Signature

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.

4.2 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.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the SELLER 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. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank other than SBI and promising payment of the guaranteed sum to the SELLER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the SELLER shall be treated as conclusive proof for making such payment to the SELLER.

5.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the SELLER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Sale Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the SELLER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the SELLER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 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 SELLER 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 SELLER 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 SELLER and the SELLER 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 SELLER, and in case of an Indian BIDDER with

Bidders Signature

interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the SELLER 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 SELLER, 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 SELLER resulting from such cancellation/rescission and the SELLER 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 SELLER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the SELLER.

(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 SELLER 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 SELLER deemed fit the details of such events for appropriate action by such authorities.

6.2 The SELLER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the SELLER 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.

7. Independent Monitors

7.1 The SELLER 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).

NAME	SHRI JOHNY JOSEPH	SHRI K. CHANDRAHAS
CADRE	IAS (Retd.)	IRS (Retd)
ADDRESS	701/702, Callalily-Y, Nagar Amrit Shakti, Chandivali, Andheri (East), Mumbai – 400072	G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad – 500034
e-mail ID	johnyjoseph49@gmail.com	kchandrahas@yahoo.com

Bidders Signature

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 SELLER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the SELLER 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 SELLER 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 SELLER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the SELLER / 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 SELLER 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 SELLER.

10. Other Legal Actions

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

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years

Bidders Signature

or the complete execution of the contract to the satisfaction of both the SELLER and the BIDDER, 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 SELLER.

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	For BIDDER
Name of the Officer.	CHIEF EXECUTIVE OFFICER
Designation	
Office / Department / Branch	
State Bank of India.	

Witness	Witness
1	1.
2	2.

Bidders Signature