SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

CIRCLE OFFICE

State Bank of India, Local Head Office , 5th Floor, D – Wing
11, Parliament street, New Delhi –110 001
Phone: 011-23407366

INVITES TENDERS ON BEHALF OF

STATE BANK OF INDIA

FOR SALE OF BANK'S PROPERTY (BASEMENT & GROUND FLOOR) AT C-16, VIKASPURI, NEW DELHI -110018 ON "AS IS WHERE IS BASIS"

THROUGH E-FORWARD AUCTION

Last date for submission of Tenders: 3:00PM (IST) on 06/07/2019.

Opening of Tenders: 3:30 PM (IST) on 06/07/2019.

Tenders to be submitted to:-

Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd.,
Circle Office, State Bank of India, Local Head Office ,
5th Floor, D - Wing , 11, Parliament street,
New Delhi –110 001

Bidder's Signature

SALE OF BANK'S PROPERTY THROUGH E-FORWARD AUCTION

1. NOTICE INVITING TENDER

SBI Infra Management Solutions Pvt. Ltd. (SBIIMS), Circle Office, Delhi, on behalf of State Bank of India, LHO, Delhi, invites application from bidders satisfying the prescribed eligibility criteria for the sale of the 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.

COMMERCIAL PROPERTY AT VIKASPURI, NEW DELHI

Newspaper Advertisement date	16.06.2019
Property Name/ Location	(Basement & Ground Floor) of Plot No. C-16, Vikaspuri, New Delhi-110018
Extent of land, Survey No. & Doc No	(Basement & Ground Floor) constructed in plot measuring 329.00 Sqmt
Existing Property use	Mixed Use Property – Basement and Ground floor are vacant and are available for Sale of subject Property while other floors being utilized for residential purpose not belonging to Bank.)
Status of tenure	Free hold
Reserve price	Rs. 5,40,00,000/- (Five Crores Forty Lacs only)
Tender Processing Fee (non-refundable)(through SBI Collect)	**Rs.5000/- (Rupees Five Thousand only)** (non refundable) Amount to be paid only through SB Collect payment portal available in SBI site https://www.onlinesbi.com from 16/06/2019 to 05/07/2019 up to 5:00 pm **Tender ID**: ***DEL201906013*** Upon successful payment of fee, a receipt with unique reference no. will be generated. The same is to be printed and to be enclosed in sealed envelope as a part of technical bid. It is also to be uploaded online on e-tendering service provider site.
EMD	Rs.5,40,000/-(Rupees Five lacs forty thousand only) in the form of DD favouring '**SBI Infra Management Solutions Pvt Ltd**' payable at Delhi.
Date for inspection of the property	16.06.2019 to 06.07.2019 (During office hours) Contact Person: Branch Manager, SBI, Vikaspuri Branch: Mr. Pranay Pallav: 9717199536

Bidder's Signature

Date & Venue for inspection of title of the property	16.06.2019 to 06.07.2019 (During office hours) Contact Person : Mr. Opinder Kumar Dhar Mob:956074466 or Phone : 011-23407352 **State Bank of India, Local Head Office , 5th Floor, Premises & Estate Deptt., D Wing-11, Parliament Street , New Delhi –110 001**
Pre Bid Meeting	26.06.2019 at 12.00 PM in the office of Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, State Bank of India, Local Head Office , 5th Floor, D - Wing , 11, Parliament street, New Delhi –110 001
Last date for receipt of sealed cover containing bid documents, supporting documents, Tender Processing fee, EMD and KYC documents	06.07.2019 up to 3.00PM
Date and venue for opening of bids	06.07.2019 at 3.30PM in the office of Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, State Bank of India, Local Head Office , 5th Floor, D - Wing , 11, Parliament street, New Delhi –110 001
Date of E- forward auction	12.07.2019 from 11:00AM to 01:00PM, for the eligible bidders for price bidding purpose
Boundaries	North – Residential Apartments South – Guru Virjanand Marg East – Cantabill Showroom West – Mixes Use Property

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.

Bidder's Signature

2. GENERAL INSTRUCTIONS

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

ii) Conditional Tenders are liable to be rejected. Please note the applications received will be duly evaluated based on the 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 rejected. Decision of the SBI/SBIIMSPL regarding short listing of eligible bidders for **online bidding** will be final and binding. 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 serial number. Separate sheets may be used for each part of the application.

iv) **Please note that offers from brokers will not be entertained**. No conditional bids will be accepted. Duly completed applications in the prescribed format with required documents etc should be submitted to the office of the undersigned.

v) This document is neither an agreement nor an offer, but only an invitation for offer by State Bank of India (SBI)/ SBIIMSPL. 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. SBI/ SBIIMSPL 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. SBI/ SBIIMSPL 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. SBI/ SBIIMSPL reserves the right of discretion to change, modify, add to or alter any or all of the

Bidder's Signature

provisions of this document and/or the bidding process, and to reject any or all the applications without assigning any reasons whatsoever. Amendment/ Corrigendum in this regard (if any) will be published only in the Bank's website www.sbi.co.in under "Procurement News".

vi) Any information contained in this document will be superseded by any subsquent written information on the same subject made available/accessible to Bidder(s) by SBI/ SBIIMSPL. All the bidders are advised to see amendments to the bid document, if any, before submission of the bid. Any further Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to bidders' queries in respect of the above tender shall be posted only in Bank's website https://www.sbi.co.in under important Links→"Procurement News" and bidders need to download and submit the same with the bid. In case the bidder does not submit the 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 Bank/SBIIMSPL 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, SBI/ SBIIMSPL 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 SBI/ SBIIMSPL 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 SBI/ SBIIMSPL 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

Bidder's Signature

requirements and SBI/ SBIIMS and its representatives will not be responsible for compliance with the same. SBI/ 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 Bank on such eventualities.

ix) The tender for the sale of the properties contain two parts, viz., Pre-qualification bid and Price bid.

a) **Pre-qualification Bid**:- Pre-qualification bid forms can be downloaded from Bank's website https://www.sbi.co.in under "Important Links→ Procurement News". Sealed envelope superscribing **"Tender for Sale Of Bank's Vacant Property (Basement & Ground Floor) at Vikaspuri, New Delhi - 110018 – Pre-qualification Bid**" and containing the duly filled in Pre-qualification bid, KYC and other documents supporting desired eligibility criteria (PAN, AADHAAR, Address proof, GST Registration, Digital Signature, Constitution of the firm/ Co., audited balance sheets, networth certificates, income tax returns/ assessment orders/ clearance certificates, etc), duly filled Annexures 'I to III' , DDs towards tender fee (Rs.5000/-) & EMD (Rs. 5,40,000/-) should be submitted to Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, State Bank of India, Local Head Office , 5th Floor, D - Wing , 11, Parliament street, New Delhi –110 001, on or before 3.00PM on 06.07.2019. 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.

Pre-qualification bids so received will be opened on 06.07.2019 at 3.30 PM at the aforesaid office and thereafter, the same will be evaluated based on the prescribed eligibility criteria. The eligible applicants will then be informed regarding their eligibility for participating in online bidding. Please note that the applications received are evaluated based on the details/ supporting documents furnished by the applicants. It is the sole responsibility of the applicants to submit the desired documents. Though the Bank/SBIIMSPL may at its sole discretion allow the Bidder, at the time of opening the Pre-qualification bids to rectify minor mistakes (if any). However, applications without supporting documents/ incomplete applications are liable to be rejected.

Bidder's Signature

b) **Price Bid** :- Online bidding will be carried out by e- forward auction and arrangements will be made through M/s. e-Procurement Technologies Ltd, who is the authorized service provider for the same, at Bank's web portal https://etender.sbi, on 11.07.2019 from 11:00AM to 1:00 PM. The eligible bidders shall be briefed 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 and failing which, neither the Bank/ SBIIMSPL nor the authorized service provider will be responsible for any consequence.

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

- **Valid digital Signature** – Bidders may approach e-auctioneers or any other authorised 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.
- Tender not accompanied with Tender Processing Fee/ EMD will be rejected outright.

x) 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.

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

xii) For any clarifications regarding details of the property, submission of Pre-qualification bid, e-auction procedure etc., and the prospective bidders may contact Shri. Sanjay Gulati , AVP (Civil Engg.), SBIIMS (Mob: 9810089298, or Shri Shiv Suman, Manager(civil),SBIIMS (9101315866) e-mail: headdel. sbiims@sbi.co.in).

Vice President & Circle Head

Bidder's 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**

Submit the requisite Tender Processing Fee payment receipt, 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 Property at (Basement & Ground Floor) of Plot No. C-16, Vikaspuri, New Delhi-110018 ",** to Vice President & Circle Head, SBI Infra Management Solutions Pvt. Ltd., Circle Office, State Bank of India, Local Head Office , 5th Floor, D - Wing , 11, Parliament street, New Delhi –110 001 on or before the due date and time specified for submission of tender.

The bidders who are satisfying the eligibility criteria 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 the Bank/ SBIIMSPL 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 Bank 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

Bidder's Signature

/ lie and suitability of the property for any use will be entertained by SBI/ SBIIMSPL. Bank 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. 5.40 lakhs by means of a bank draft / Pay order issued by Scheduled Bank in favour of "**SBI Infra Management Solutions Pvt Ltd**" payable at Delhi. 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 Bank/ SBIIMSPL to claim such further damages in this regard without further reference to the Bidder,

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 sales 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 sale price. In case of unsuccessful bidders, earnest money would be returned within 30 days of the opening of the bid. No interest will be paid on the EMD.

7. <u>PAYMENT SCHEDULE:</u>

7.1 Payment Schedule will be as follows:-

(i) Tender Processing Fee : Rs 5000/- (Through SBI Collect and receipt of Payment to be submitted along with Pre-qualification bid, tender fee is non-refundable)

(ii) EMD : Rs 5.40 lakhs (in the form of DD favoring "**SBI Infra Management Solutions Pvt Ltd**" and to be submitted along with Pre-qualification bid)

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

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

All the payments other than Tender Processing Fee and EMD, 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.

Bidder's 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 Bank/SBIIMSPL and the Bank 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 within 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/ SBIIMSPL shall automatically stand forfeited, without prejudice to the right of SBI/ SBIIMSPL to dispose off the property and the Bank/ SBIIMSPL 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 SBIIMSPL. State Bank of India/ SBIIMSPL 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 short listed eligible bidders are required to keep their offer valid for acceptance by State Bank of India/ SBIIMSPL 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. Bank holds the 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 SBI/SBIIMSPL in this regard shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders. In exceptional circumstances, SBIIMSPL/ Bank 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-auction will be selected as the successful bidder, subject to the terms and conditions and acceptance of SBI/ SBIIMSPL/ 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 Highest (H-1) bid received in the e- forward auction will be under 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 of the H-1 bid lies entirely with the Bank, and only after approval of H-1 bid by the Bank, communication of which will be given by Bank and an Acceptance Letter will be issued to the successful bidder by SBIIMSPL/ Bank.

9. <u>Sale Procedure:</u>

9.1 Bidders can opt to bid for the property in full. Sale of part of any property 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/ Bank.

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 Delhi Municipal Corporation, required 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 Delhi 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 pull out 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:** SBI/ SBIIMSPL 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,

Bidder’s Signature

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 SBI/ SBIIMSPL to extend the time of performance on the part of SBI/ SBIIMSPL by such period as may be necessary to enable SBI/ SBIIMSPL 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

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 the Bank/SBIIMSPL.

(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.

(vi) 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.

(vii) 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, cess, 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 if entire sale consideration and subject to compliance of all terms and conditions of e-auction by the buyer. The successful buyer will on his cost arrange to get the property transfer in his name after the payment of sale consideration. SBI would endeavor 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.

13. RIGHT TO REJECT OFFERS

State Bank of India/ SBIIMSPL reserves the right to accept or reject any or all applications/bids without assigning any reason.

14. 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.

15. PROVISION FOR SETTLEMENT OF DISPUTES

In case of any dispute arising in the transaction, such disputes or difference shall be referred to SBI, LHO, New Delhi. 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.

16. **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.

17. **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/ SBIIMSPL for adjudication who shall 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 New Delhi 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 New Delhi, the language English and the costs expenses of such arbitration shall be borne equally by the parties hereto.

18. 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.

Bidder's Signature

19. ACCEPTANCE OF THE OFFER

a) Only the pre-qualified bidders shall be allowed to participate in the e-auction to be conducted for price bidding.

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

c) The Bank/ 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 Bank/ SBIIMS, the bidder shall be informed of the same in writing, asking the successful bidder to deposit the required amount.

e) The Bank would return the EMD received from the unsuccessful bidders within 30 days of the date of e-auction. The EMD of the unsuccessful bidders shall be returned without any interest on the same.

20. AMENDMENT OF BID DOCUMENTS

The Bank 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.

21. E – Forward Auction

The Bank 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 the Bank/ SBIIMS nor the authorized service provider are responsible for any unforeseen eventualities.

22. NOTE

a. Canvassing in any form would be a disqualification

b. Any conditional offer is not acceptable to the Bank/SBIIMSPL 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 Property (Basement & Ground Floor) of Plot No. C-16, Vikaspuri, New Delhi-110018 – Pre-qualification Bid"**, and submitted to V.P & Circle Head, **Circle office, SBI Infra Management Solutions Pvt Ltd State Bank of India, Local Head Office , 5th Floor, D Wing11,Parliament Street , New Delhi –110 001** 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) Covering letter stating clearly the validity of the Bid as per the format enclosed at **Annexure-I**, **Annexure-II**, Pre-qualification bid document signed on each page as a token of acceptance of terms and conditions of bid document & Payment receipt paid through SBI collect towards tender Processing fee amounting to Rs.5000/- (Rupees Five Thousand only) and EMD amounting to Rs 5,40,000/- (Rupees Five Lacs forty Thousand only).

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) A photocopy of their Income Tax Returns/ Assessment Orders/ Clearance Certificates (For the last three financial years) along with the copy of the PAN & AADHAAR duly signed by the individual or by a Power of Attorney holder as the case may be.

iv) In case of other entities, viz., Companies/LLPs/Partnership firms/statutory corporation, the certified copy of the constitutional documents, audited Balance Sheet and Certificate of Net Worth duly certified by the CA, for last three financial years. If the audited balance sheet of FY 2018-19 is not ready, then the provisional (unaudited) balance sheet for the FY2018-19 may be provided. In addition to the same, audited balance sheet for the FY 2015-16 may also be provided.

Bidder's Signature

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. The Bids must be submitted with all the pages numbered serially along with index of submission. 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.

Bidder's 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/ GST (enclose a copy)	
12	Details of AADHAAR (-enclose a copy)	

Bidder's Signature

13	Banker's Name with address (enclose proof)	
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)
14	Latest Financial Statements for last 3 financial years (Audited Balance sheet & Net worth certificate to be enclosed) **Note: If the audited balance sheet of FY 2017-18 is not ready, then the provisional (unaudited) balance sheet for the FY2017-18 shall be provided. In addition to the same, audited balance sheet for the FY 2014-15 shall also be provided.******	2015-2016 2016-2017 2017-2018
15	Income Tax Return/ Assessment order/ Clearance certificate (to be enclosed) for the assessment year specified	2015-2016 2016-2017 2017-2018

**Not applicable for individuals

The conditions stipulated by SBIIMSPL 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 Pre-qualification 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:

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
5th Floor, D - Wing , 11, Parliament street
New Delhi –110 001

Sub: **SALE OF BANK'S PROPERTY (BASEMENT & GROUND FLOOR) OF PLOT NO. C-16, VIKASPURI, NEW DELHI-110018**

Sir,

1. I/ We refer to your advertisement inviting bids for sale of SBI's owned property located at (Basement & Ground Floor) of Plot No. C-16, Vikaspuri, New Delhi-110018 .
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 criteria 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 Pre-qualification Bid comprises the following:
a) Duly signed Bid Document (by an authorized representative of the Bidder);
b) Receipt No._____dt._____towards tender processing fee through SBI Collect
c) DD No._____dt._____towards earnest money deposit ……
d) Certified copy of the constitutional documents of..... ;
e) Duly stamped and executed Power of Attorney;
f) Latest audited balance sheet, Certificate of net-worth, copy of PAN/GST registration;
g) Certified copy of the latest income tax returns along with copy of the PAN card & Aadhaar Card in case of Individual.

Bidder's Signature

3. I/We further undertake to provide additional information, if any, sought by the Bank/ SBIIMS. The Bank 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 Bank 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) Bank/ SBIIMSPL reserve the right to reject or accept any Bid, modify / cancel the bidding process, and / or reject all or any of the Bids.
(b) Bank/ SBIIMSPL 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.

7. I/We have read 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) Receipt No._____dt._____towards tender fee of Rs.5000 (paid through SBI collect)
c) DD No._____dt._____towards earnest money deposit
d) Certified copy of the constitutional documents of.....;
e) Duly stamped and executed Power of Attorney;
f) Latest audited balance sheet, Certificate of net-worth, copy of PAN/GST registration;
g) Certified copy of the latest income tax returns along with copy of the PAN card & Aadhar Card in case of Individual. :
h) Annexures (II to III)

Bidder's Signature

Annexure-II

BID FOR SALE OF BANK'S PROPERTY AT (BASEMENT & GROUND FLOOR) OF PLOT NO. C-16, VIKASPURI, NEW DELHI-110018

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 SBIIMSPL/ Bank, the amount of Earnest Money Deposit and any further installments/ 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 SBIIMSPL/ SBI 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):

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/SBIIMSPL, representing us in all matters before SBI/SBIIMSPL, and generally dealing with SBI/SBIIMSPL 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)