



**STATE BANK OF INDIA**

**PREMISES & ESTATE DEPARTMENT,  
1<sup>ST</sup> FLOOR, B WING, LOCAL HEAD OFFICE,  
MOTI MAHAL MARG, HAZRATGANJ,  
LUCKNOW-226001**

**SALE OF 100 EWS SUBORDINATE STAFF FLATS AT SECTOR - M,  
ALIGANJ, LUCKNOW (UP) CLUSTER WISE THROUGH E-FORWARD  
AUCTION ON GeM PORTAL**

**REF NO: SBILHOLUC05100EWS**

Tenders to be submitted to:-

The Assistant General Manager (P & E)  
State Bank of India  
Premises & Estate Department  
Ist Floor, B wing, Local Head Office,  
Moti Mahal Marg, Hazratganj,  
Lucknow-226001  
0522-2295361

**SALE OF BANK'S PROPERTY**  
**THROUGH E-FORWARD AUCTION**

**NOTICE**

State Bank of India, Local Head Office, Lucknow invites application from bidders satisfying the eligibility conditions for the **sale of 100 EWS Subordinate Staff Quarters Sector - M, Aliganj, Lucknow cluster wise (4 flats along with staircase and setback)** possessed by State Bank of India on "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS" through **Government e-Marketplace (GeM)** as per the terms and conditions mentioned herein. Details of property cluster wise are as under:

Property Details	<p>Sale of 100 EWS flats situated at Sector - M, Aliganj, Lucknow. Total 100 EWS flats are residential and scattered in six blocks with G+1 structure type. Block wise details of flats are as under:-</p> <p><b>Block 1:</b> Flat number <b>1-24</b> (12 at ground floor &amp; 12 at first floor)</p> <p><b>Block 2:</b> Flat number <b>25-48</b> (12 at ground floor &amp; 12 at first floor)</p> <p><b>Block 3:</b> Flat number <b>49-72</b> (12 at ground floor &amp; 12 at first floor)</p> <p><b>Block 4:</b> Flat number <b>73-84</b> ( 6 at ground floor &amp; 6 at first floor)</p> <p><b>Block 5:</b> Flat number <b>85-88</b> ( 2 at ground floor &amp; 2 at first floor)</p> <p><b>Block 6 :</b> Flat number <b>89-100</b> ( 6 at ground floor &amp; 6 at first floor)</p> <p>Property was acquired from Lucknow Development Authority (LDA) on 19<sup>th</sup> March, 1983 by way of Lease Deed and It is freehold property vide freehold deed dated 26.02.2013. The title of the property is clear and it is free from any encumbrances.</p>
Cluster details	<p>Total 100 Flats are divided in 25 clusters. Each cluster will have total four Flats. Out of four Flats in one cluster, <b>two(02)</b> Flats are at <b>Ground floor</b> and <b>two(02)</b> Flat are at <b>First floor</b> with separate common stair to approach first floor Flats along with setback</p> <p><b>Block 1:</b> Total six clusters ( C1, C2, C3, C4, C5, C6 ) Built-up area(BUA) of four Flats in each cluster : 1386 sq.ft., Common staircase : 5.75'x11.5', Open space at ground floor : 528 sq.ft approx.</p> <p><b>Block 2:</b> Total six clusters ( C7, C8, C9, C10, C11, C12 ) Built-up area(BUA) of four flats in each cluster : 1402 sq.ft., Common staircase : 5.75'x 11.5', Open space at ground floor: 569 sq.ft approx.</p> <p><b>Block 3:</b> Total six clusters ( C13, C14, C15, C16, C17, C18 ) Built-up area(BUA) of four flats in each cluster : 1386 sq.ft., Common staircase : 5.75'x 11.5', Open space at ground floor : 528 sq.ft approx.</p>

	<p><b>Block 4:</b> Total six clusters ( C19, C20, C21) Built-up area(BUA) of four flats in each cluster : 1400 sq.ft., Common staircase : 6.0'x 11.5', Open space at ground floor : 546 sq.ft approx.</p> <p><b>Block 5:</b> Total six clusters ( C22) Built-up area(BUA) of four flats in each cluster : 1460 sq.ft., Common staircase :6.0'x 11.5', Open space at ground floor : 254 sq.ft approx.</p> <p><b>Block 6 :</b> Total six clusters ( C23, C24, C25) Built-up area(BUA) of four flats in each cluster : 1400 sq.ft., Common staircase :6.0'x 11.5', Open space at ground floor : 528 sq.ft approx.</p>
Earnest Money Deposit(EMD) submission mode	<p>Earnest money Deposit (EMD) is to be submitted online only through payment gateway of the Government e-Marketplace Forward Auction portal before <b>06.06.2024 up to 3:00 P.M</b> .No other mode of payment is acceptable. Details of EMD amount cluster wise are given below. <b><u>EMD to be submitted separately for each cluster for applying more than one cluster as per amount mentioned below.</u></b></p> <p>In case of unsuccessful bidders, Earnest Money Deposit(EMD) will be returned automatically to their A/c through GeM Portal gateway after generation of Intimation letter online.</p> <p>No interest will be paid on the EMD</p>
<b>Start date</b> for submission of online application with EMD through GeM portal	<b>16-05-2024 at 11.00 AM onwards</b>
<b>Pre-Bid Meeting</b>	<p><b>22-05-2024 at 11.00 AM</b> in the office of</p> <p>The Asstt. General Manager (P&amp;E) Premises &amp; Estate Department State Bank of India 1st Floor, B wing, Local Head Office, Moti Mahal Marg, Hazratganj, Lucknow-226001</p> <p>All the queries should be sent in advance at least one day before pre-bid meeting date, i.e. on or before 21-05-2024 on e-mail Id: <a href="mailto:agmpne.lholuc@sbi.co.in">agmpne.lholuc@sbi.co.in</a></p> <p>No other mode of query will be entertained e.g telephones, letter etc.</p>
<b>Last date</b> for submission of online application with EMD through GeM portal	<p><b>06-06-2024 up to 3.00 PM</b> at the office of The Asstt. General Manager (P&amp;E) Premises &amp; Estate Department</p>

	<p>State Bank of India  1st Floor, B wing, Local Head Office,  Moti Mahal Marg, Hazratganj,  Lucknow-226001  Contact Person:(i) AGM (Civil) (M) 9402506994  (ii) AGM (P&amp;E) (M) 9446594300  (iii) CM (P&amp;E) (M) 08840027542  Other contact number : 8384826503, 8005267942,7408403577</p>
Date and venue for opening of application online on GeM portal	<p><b>06-06-2024 up to 3.30 PM</b> at the office of  The <b>Asstt. General Manager (P&amp;E)</b>,  State Bank of India,  Premises &amp; Estate Department,  1st Floor, B wing, Local Head Office,  Moti Mahal Marg, Hazratganj,  Lucknow-226001</p>
<b>Date of E- forward auction</b>	<p>e-forward auction will be held cluster wise through GeM portal <a href="https://gem.gov.in">https://gem.gov.in</a> on scheduled date and time as mentioned below.</p> <p>In case of any queries relating to registration and participation, online bid submission, EMD submission through gateway etc. bidder may send the same by e-mail to helpdesk-gem@gov.in or may contact GeM Team on phone no 1800-419-3436. Information on any issue of corrigendum related to this auction will also be available on GeM Portal and also on the Bank's website <a href="https://bank.sbi">https:// bank.sbi</a></p>

### **CLUSTER DETAILS FOR e-FORWARD AUCTION**

Sr. NO	Cluster number & Auction Id on GeM portal	Flat numbers in cluster	Reserve Price (Rs)	Earnest Money Deposit (EMD) (Rs)	a) e-auction date & Time b) number of extension and time c) Increment value (Rs)
1	C11 (auction Id-12074)	43,44.47,48 (Block-2)	Rs 46,20,000.00	Rs 2,31,000.00	<b>a) 10.06.2024</b> at 11.00 a.m. to <b>11.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)

2	C7 (auction Id-12050)	27,28,31,32 (Block-2)	Rs 50,82,000.00	Rs 2,54,100.00	<b>a) 11.06.2024</b> at 11.00 a.m. to <b>12.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)
3	C9 (auction Id-12051)	35,36,39,40 (Block-2)	Rs 50,82,000.00	Rs 2,54,100.00	
4	C4 (auction Id-12052)	11,12,15,16 (Block-1)	Rs 44,80,000.00	Rs 2,24,000.00	<b>a) 12.06.2024</b> at 11.00 a.m. to <b>13.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)
5	C6 (auction Id-12053)	19,20,23,24 (Block-1)	Rs 44,80,000.00	Rs 2,24,000.00	
6	C16 (auction Id-12054)	59,60,63,64 (Block-3)	Rs 44,80,000.00	Rs 2,24,000.00	
7	C8 (auction Id-12055)	25,26,29,30 (Block-2)	Rs 53,13,000.00	Rs 2,65,650.00	<b>a) 13.06.2024</b> at 11.00 a.m. to <b>14.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)
8	C10 (auction Id-12056)	33,34,37,38 (Block-2)	Rs 53,13,000.00	Rs 2,65,650.00	
9	C12 (auction Id-12057)	41,42,45,46 (Block-2)	Rs 53,13,000.00	Rs 2,65,650.00	
10	C1 (auction Id-12058)	1,2,5,6 (Block-1)	Rs 51,52,000.00	Rs 2,57,600.00	<b>a) 14.06.2024</b> at 11.00 a.m. to <b>15.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)
11	C13 (auction Id-12059)	49,50,53,54 (Block-3)	Rs 51,52,000.00	Rs 2,57,600.00	
12	C17 (auction Id-12060)	65,66,69,70 (Block-3)	Rs 51,52,000.00	Rs 2,57,600.00	
13	C21 (auction Id-12061)	81,82,83,84 (Block-4)	Rs 51,52,000.00	Rs 2,57,600.00	

14	C22 (auction Id-12062)	85,86,87,88 (Block-5)	Rs 43,40,000.00	Rs 2,17,000.00	<b>a) 18.06.2024</b> at 11.00 a.m. to <b>19.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)
15	C23 (auction Id-12063)	89,90,91,92 (Block-6)	Rs 43,40,000.00	Rs 2,17,000.00	
16	C24 (auction Id-12064)	93,94,95,96 (Block-6)	Rs 43,40,000.00	Rs 2,17,000.00	
17	C25 (auction Id-12065)	97,98,99,100 (Block-6)	Rs 43,40,000.00	Rs 2,17,000.00	
18	C2 (auction Id-12066)	3,4,7,8 (Block-1)	Rs 49,28,000.00	Rs 2,46,400.00	<b>a) 19.06.2024</b> at 11.00 a.m. to <b>20.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)
19	C3 (auction Id-12067)	9,10,13,14 (Block-1)	Rs 49,28,000.00	Rs 2,46,400.00	
20	C5 (auction Id-12068)	17,18,21,22 (Block-1)	Rs 49,28,000.00	Rs 2,46,400.00	
21	C14 (auction Id-12069)	51,52,55,56 (Block-3)	Rs 49,28,000.00	Rs 2,46,400.00	
22	C15 (auction Id-12070)	57,58,61,62 (Block-3)	Rs 49,28,000.00	Rs 2,46,400.00	<b>a) 20.06.2024</b> at 11.00 a.m. to <b>21.06.2024</b> 11.00 a.m. <b>b)</b> unlimited extension of 5 minutes <b>c)</b> Increment value : in multiple of Rs 25,000 ( Minimum Rs 25,000)
23	C18 (auction Id-12071)	67,68,71,72 (Block-3)	Rs 49,28,000.00	Rs 2,46,400.00	
24	C19 (auction Id-12072)	73,74,75,76 (Block-4)	Rs 49,28,000.00	Rs 2,46,400.00	
25	C20 (auction Id-12073)	77,78,79,80 (Block-4)	Rs 49,28,000.00	Rs 2,46,400.00	

**Note:** \* Areas mentioned above are approximate only and the bidder should satisfy themselves by calculating the area of clusters at the site before participation in e- auction and the Bank will bear no responsibility for the same.

## 2. GENERAL INSTRUCTIONS :

- i) The sale of the cluster of four flats mentioned above will be done through e-forward auction method for which interested bidders need to register themselves on GeM portal. Please go through '**eligibility criteria**' and '**how to register**' carefully before applying for the auction.
- ii) Conditional bids are liable to be rejected. Please note that the applications received will be duly evaluated on the basis of eligibility criteria & 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 SBI. 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 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 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 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 in the Bank's website <https://bank.sbi> under "**SBI in the News> Auction Notices>Sarfaesi And Other** or <https://sbi.co.in> under "**SBI in the News> Auction Notices>Sarfaesi And Other** and on GeM portal.( <https://gem.gov.in>)

Note. 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 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 SBI 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 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 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 or its employees, whether negligent or otherwise. This document has not been filed, registered or approved by any regulatory or judicial authority. SBI 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 SBI on such eventualities.
- ix) 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.
- x) All pages of the bid document to be signed by the bidder.  
For any clarifications regarding details of the property, submission of Technical bid, e-auction procedure etc., and the prospective bidders may contact
  - (i) AGM(P&E) (M) 7408408060 , 0522-2295361
  - (ii) (AGM -Civil), (M) 9402506994
  - iii) CM (P&E) 08840027542Other contact number : 8384826503, 8005267942, 7408403577

**e-mail: [agmpne.lholuc@sbi.co.in](mailto:agmpne.lholuc@sbi.co.in)**

**Asstt. General Manager (P&E)**

**Bidders Signature**



### **Eligibility criteria**

- i) **EMD** : Earnest money Deposit(EMD) of required amount as mentioned above to be submitted online only through payment gateway of the Government e-Marketplace Forward Auction portal before EMD submission End Date **06-06-2024 up to 3.00 PM**. No other mode of payment is acceptable.
- ii) Self attested copy of **PAN card**
- iii) Self attested copy of **Aadhaar card for individual/** entity proof for non-individual entity
- iv) 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 (forwarding letter), Annexure-I( undertaking by applicant), Annexure-II(power of attorney if applicable)
- v) Annexure-III( Pre contract integrity pact on Rs 100 non judicial stamp paper)

The all above document in sealed envelope super scribed with **“application for e- auction for cluster no C.... EWS Flat numbers ..... Sector -M, Aliganj, Lucknow”** should be submitted to **“The Assistant General Manager (P & E), State Bank of India, Premises & Estate Department, 1st Floor, B wing, Local Head Office, Moti Mahal Marg, Hazratganj, Lucknow-226001, on or before last date 06-06- 2024 up to 3.00 PM.**

The applicants who found to be submitted above document and EMD will be permitted to participate in e-forward auction on GeM portal for respective cluster.

### **Special Note:**

- a) 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.
- b) Duly executed registered 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
- c) In case of other entities, viz., Companies/LLPs/Partnership firms/statutory corporation, copy of certificate of Incorporation and registration / partnership deed / trust deed etc should also be provided.
- d) 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

### **e-Forward Auction participation**

Online price bidding shall be carried out by way of e- forward auction through **GeM portal** (<https://gem.gov.in>) Bidder should log into the forward auction site **<https://forwardauction.gem.gov.in/eprocure/x-login>** well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. Internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves, failing which the SBI will not be responsible for any consequence.

#### **c) How to Register for participating in e-auction on GeM portal**

( before start of registration vendor must have valid e-mail ID and Aadhaar card. Buyer login activation link will be sent to email ID)

open> **<https://gem.gov.in>**  
> **Forward Auction**  
>**FA Buyer Registration**  
>registered **Aadhaar** or **PAN number**.

(more details screen wise given at the bottom of this tender)

or

Bidders are required to enroll / register on the e-forward auction module of the GeM vide link <https://forwardauction.gem.gov.in/eprocure/bidder-registration>

2. Bidders are advised to register with their valid email id and mobile number as part of the registration process. The bidders will be required to choose a new password for their accounts.
3. This ID and password will be used to sign in to the site through the secured log-in for online bidding process and for any communication/clarification from the GeM Portal.
4. Bidders are responsible to ensure that they do not lend their ID and password to others which may lead to misuse.

#### **Note:**

In case of any queries relating to registration and participation, online bid submission etc. bidder may send the same by e-mail to [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or may contact GeM Team on phone no **1800-419-3436**. Information on any issue of corrigendum related to this auction will also be available on GeM Portal and also on the Bank's website

### **e) Procedures for selecting successful bidder**

A committee will evaluate the documents submitted by the bidders as per eligibility criteria and bidders fulfilling the eligibility criteria are required to participate in **the e- forward auction** on GeM Portal. SBI 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 and no claim whatsoever will be entertained in this regard.

The eligible bidder who quotes the highest price in the e-forward auction for each cluster will be selected as the successful bidder, subject to the terms and conditions and acceptance of SBI/ Committee.

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, sale letter will be generated through GeM portal.

## TERMS & CONDITION

### 1. ELIGIBILITY CONDITIONS

The bidder should: -

I) Be any individual 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

II) There shall not be a consortium of bidders.

II) Not be represented through any **broker or agent**, since, no broker/agent are authorised to participate in the auction process.

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

#### 2. a) Earnest Money Deposit(EMD):

Earnest money Deposit(EMD) of required amount cluster wise as mentioned above to be submitted online only **through payment gateway of the Government e-Marketplace** Forward Auction portal before EMD submission End Date. No other mode of payment is acceptable.

#### b) Forfeiture of Earnest Money Deposit(EMD):

EMD shall be forfeited, without prejudice to the rights of the SBI 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 whose offer / bid is accepted, 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 Deposit (EMD) will be returned automatically to their A/c through GeM Portal gateway after generation of Sale letter online. No interest will be paid on the EMD.

### **3. PAYMENT SCHEDULE:**

Payment Schedule will be as follows:-

(i) **25% of bid value (including EMD) : within 15 days** from the date of e-auction by successful bidder (H-1)

(ii) Remaining **75% of bid value:** within 60 days from the date of issuance of sale letter through GeM portal.

All the payments may be made online in favour of SBI in the form of NEFT/RTGS. Such Bidder towards the Property shall adjust the EMD received from the successful Bidder for each cluster against the final amount payable. All the Payments have to be made strictly as per above schedule.

Intimation of acceptance would be conveyed to the purchaser by e-mail through GeM portal and SBI. Upon receipt of the same the purchaser is required to make payment as per the above schedule.

### **4. DEFAULT IN PAYMENT OF SALE VALUE:**

In case of the successful bidder could not/fails to 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 SBI and the SBI will charge interest as per applicable interest rate 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 agreement shall be automatically terminated and the EMD/payment made by the bidder lying in any form with SBI shall automatically stand forfeited, without prejudice to the right of SBI to dispose off the property and the SBI may proceed to cancel the transaction and the bidder shall not raise any claim or dispute with regard thereto before any court/tribunal/forum.

### **5. Title Deed of land**

The title of the property is clear and marketable as per the lease deed and freehold deed executed by the Lucknow Development Authority. 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, as is what is and whatever there is basis” only.

## **6. 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 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 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 SBI.

SBI 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.

## **7. Sale Procedure:**

7.1 Bidders can only opt to bid for the property cluster wise comprising of four flats with common stairs and setback area. Sale of single flat will not be made.

7.2 Sale will be conducted on the basis of the highest bid price quoted cluster-wise provided that such tendered rate / amount quoted by the bidder are over and above the reserve price and found reasonable and acceptable by the SBI.

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

7.4 It shall be the responsibility of the Successful Bidder to get the Property registered in its name in records of the concerned authorities. Successful bidder shall pay charges for registry. Obtaining NOC from Lucknow Municipal Corporation/Lucknow Development Authority, 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 Lucknow Municipal Corporation shall be borne by the Successful Bidder.

7.5 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.

7.6 The property will be sold on **“As is where is, as is what is and whatever there is basis”** only.

**7.7 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 reason such 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.

## **8 SALE DEED:**

### **8.1 Execution of Sale Deed**

- (i) The Bank would endeavour 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.
- (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, the documents would be duly registered, the possession of the property purchased, and the title thereof shall be transferred to the buyer only on receipt of full payment and execution of the title deed. No other mode of conveyance including request for power of attorney will be entertained by SBI.
- (iii) Sale deed will be subject to the exclusive jurisdiction of the courts at Lucknow, where the property is situated.
- (iv) All the outgoing charges 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. 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, GeM transaction fee 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, licenses, permissions required for effectively transferring the property to the

buyer shall be the 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 in 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 **GeM portal** 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 buyer shall execute the sale deed on the receipt of entire sale consideration and subject to compliance of all terms and conditions of e-auction. The successful buyer will at 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.

## **9. COMPLIANCE WITH STATUTORY REGULATIONS**

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 or local bodies and Companies whose property or rights are affected or may be affected in any way.

## **10. RIGHT TO REJECT OFFERS**

SBI reserves the right to accept or reject any or not all applications/bids without assigning any reason at any stage of bidding process and the bidders shall raise any claim or dispute for the same.

## **11. 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.



## **12. PROVISION FOR SETTLEMENT OF DISPUTES**

In case of any dispute arising in the transaction, such disputes or difference shall be referred to SBI, Local Head Office, Lucknow. 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.

The Courts situated at Lucknow shall have the exclusive jurisdiction over the dispute arising from this tendering process.

**13. 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.

## **14. 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.

## **15. 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 SBI in this matter shall be final.
- c) The SBI 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 SBI, the bidder shall be informed of the same online through GeM intimation letter, asking the successful bidder to deposit the required amount.
- e) In case of unsuccessful bidders, Earnest Money Deposit(EMD) will be returned automatically to their A/c through GeM Portal gateway after generation of Intimation letter online. **No interest is payable on EMD so deposited with the Tender documents.**

## **16. AMENDMENT OF BID DOCUMENTS**

SBI 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 on Bank's website <https://www.sbi.co.in> and Gem Portal the same shall be binding on all parties.

**17. FORCE MAJURE:** SBI 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 SBI to extend the time of performance on the part of SBI by such period as may be necessary to enable SBI 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.

### **18. Common sharing walls:**

Flats are sold in cluster wise. Minimum two or three walls will share boundary with other clusters/quarters. The purchaser shall have the proportionate ownership right in the common wall with other purchaser of the adjacent flats/clusters.

**DETAILS OF THE APPLICANT (S)**

SI No	Description	To be filled by applicant
1	a) Name of the Individual/ Firm/ Company/ HUF	
	b) Applied for cluster number	Cluster number: C... Quarter numbers:.....
	c) GeM Auction ID	
	d) EMD Details	Bank Name: Transaction number: Amount: Payment date
2	Nationality/ Country of Incorporation/ (as applicable)	
3	Address (In full) with Pin Code	
4	Telephone No. including Mobile No.	
5	Valid e-mail ID:	
6	AADHAAR CARD no	
7	PAN number (for individual) / GST number(in case of firm)	
8	Date of birth of applicant / Year of Establishment of the company/ firm	
9	Name of Proprietor/ Partners/ Associates/ Directors	
10	Details of PAN (enclose a copy)	
11	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)

Name:

Signature (with seal, if any)

Place:

**Annexure-I**

Forwarding letter of Bid

The Assistant General Manager (P & E)  
State Bank of India  
Premises & Estate Department  
1st Floor, B wing, Local Head Office,  
Moti Mahal Marg, Hazratganj,  
Lucknow-226001

Date:

Dear Sir,

Sub: **Application for participating in e-forward auction for Sale of EWS Subordinate Staff Quarters Sector - M, Aliganj, Lucknow** on “as is where is, as is what is and whatever there is basis”,

**( cluster number C ... .....and quarter numbers ..... e-auction ID.....),**

1. I/ We refer to your advertisement inviting bids for sale of SBI’s owned four EWS Subordinate Staff Qtrs located at Sector - M, Aliganj, Lucknow.
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.
3. I/We agree that the SBI is authorized to conduct any inquiries / investigations to verify the statement, documents and information submitted in connection with the Bid.
4. This bid is made with full understanding that:
  - (a) SBI reserves the right to reject or accept any Bid, modify / cancel the bidding process, and / or reject all or any of the Bids.

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

5. 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.
6. 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)

Address :

Contact details:

**Enclosures:-**

- a) Duly signed Bid Document (by an authorized representative of the Bidder);
- b) Online EMD
- c) Copy of PAN Card
- d) Copy of Aadhaar card/entity proof for non individual entity
- e) Annexures I (under taking by applicant)
- f) Annexures II (Power of attorney) if applicable
- g) Annexures III (Pre contract integrity pact) if applicable

## Annexure-I

### **e-Auction for Sale of Bank's own EWS Subordinate Staff Quarters at Sector - M, Aliganj, Lucknow on “as is where is, as is what 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 SBI, 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 and no claim/dispute shall be raised by me before any court/tribunal for the same.
- (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.

I/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 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-II**

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

**FORMAT OF 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, representing us in all matters before SBI, and generally dealing with SBI in all matters in connection with our Bid. We hereby agree to ratify all acts, deeds and things lawfully done by oursaid 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-III**

## PRE CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2024, 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 \_\_\_\_\_, or Shri/Smt. .... (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 sell ( **EWS Subordinate Staff Quarters at Sector - M, Aliganj, Lucknow**) **cluster number C.....**consisting of **quarter number(.....)** and the BIDDER. and

WHEREAS the BIDDER is an Individual/ a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and is willing to purchase/ acquire the ..... 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 sell 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, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 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, organization 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 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 2013.
- 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 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 the commercial bid, the BIDDER shall deposit an amount (specified in the RFP) as Earnest Money/Security Deposit, In case of unsuccessful bidders, Earnest Money Deposit(EMD) will be returned automatically to their A/c through GeM Portal gateway after generation of Intimation letter online.

5.2 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) or 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 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 the BIDDER has committed a breach of the provisions of this Pact 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 Otem Dai
CADRE	IAS (Retd.)
e-mail ID & contact number	<a href="mailto:otemdai@hotmail.com">otemdai@hotmail.com</a>

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 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.

Designation

Office / Department / Branch State Bank of India.

Witness

Witness

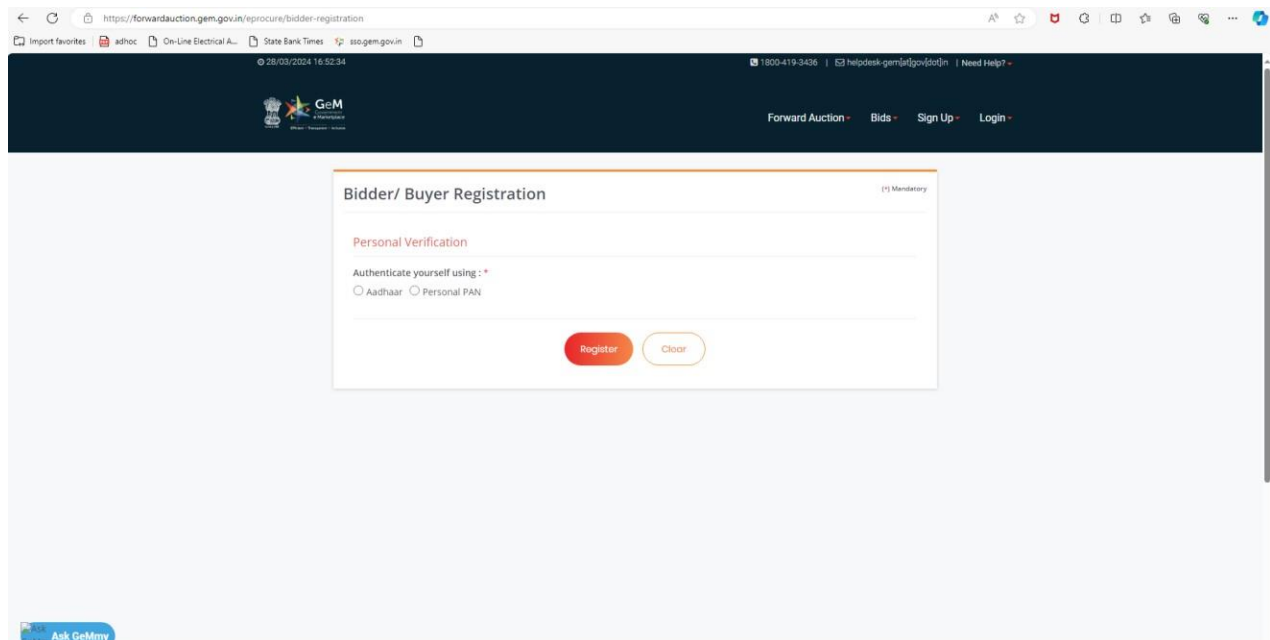
## **PROCEDURE TO REGISTER ON GeM Portal**

( before start of registration vendor must have valid e-mail ID and Aadhaar card. Buyer login activation link will be sent to email ID)

open> <https://gem.gov.in>  
> **Forward Auction**  
>**FA Buyer Registration**  
>registered **Aadhaar** or **PAN** number.

OR

Step 1 Open : <https://forwardauction.gem.gov.in/e procure/bidder-registration>



The screenshot displays the 'Bidder/ Buyer Registration' page on the GeM portal. The page features a dark blue header with the GeM logo and navigation links for 'Forward Auction', 'Bids', 'Sign Up', and 'Login'. The main content area contains a registration form with the following elements:

- Bidder/ Buyer Registration** (Mandatory)
- Personal Verification**
- Authenticate yourself using : \*
- Aadhaar  Personal PAN
- Register** (orange button) and **Clear** (white button)

An 'Ask GeMmy' chatbot icon is visible in the bottom left corner.

Step 2: register with AADHAAR enabled with mobile



Import favorites | adhoc | On-Line Electrical A... | State Bank Times | sso.gem.gov.in | 28/03/2024 16:53:40 | 1800-419-3436 | helpdesk-gem[at]gov[dot]in | Need Help?

**GeM**  
Government e Marketplace

Forward Auction | Bids | Sign Up | Login

### Bidder/ Buyer Registration (\*) Mandatory

**Personal Verification**

Authenticate yourself using : \*

Aadhaar  Personal PAN

**Aadhaar Details**

We respect your Privacy. We do not share your personal details with anyone.

Aadhaar Number/ Virtual ID : \*

Mobile Number Linked with Aadhaar : \*

I, the holder of the above Aadhaar, hereby give my consent to GeM ( Government e Marketplace), for using my Aadhaar number as allotted by UIDAI for GeM Registration. GeM ( Government e Marketplace), have informed me that my aadhaar data will not be stored/shared.

मैं, उपरोक्त आधार का धारक, भारतीय विधिद्वारा प्रकृतिकृत द्वारा आवंटित अपने आधार नंबर को जेम (गवर्नमेंट ई-मार्केटप्लेस) को एंटरप्राइज के लिए प्रयोग में लाने हेतु जेम (गवर्नमेंट ई-मार्केटप्लेस) को एंटरप्राइज के लिए प्रदान करता हूँ। जेम (गवर्नमेंट ई-मार्केटप्लेस) ने मुझे असावधान है कि मेरे आधार डेटा को संग्रहीत/साझा नहीं किया जाएगा।

Click on the play button to listen consent/ सहमति सुनने के लिए प्ले बटन पर क्लिक करें।

▶ 0:00 / 0:51

**Verify Aadhaar** **Clear**

**Ask GeMmy**

### Step 3 :- Fill the following details

Category to be selected : Residential

https://forwardauction.gem.gov.in/e/procure/bidder-registration

Import favorites adhoc On-Line Electrical A... State Bank Times ssgem.gov.in

**Login Detail**

Email ID : \*

Password : \* Confirm Password : \*

**Company Detail**

User Type : \* Entity Name : \*

Select User Type

Person Name, Joint holder name (if any) : \* GSTIN :

Category : \* Address : \*

Country : \* State : \*

India DELH#

City : \* Phone No:

Website :

**PAN Detail**

Ask Gemini

fill all details and click on Register

### Step 4 :- Verify Your Email ID

#### Verify your Email ID

An email with email verification link will be sent to your registered email ID as filled above. Please verify your Email ID to complete your profile registration process.

## Step 5 :- After registration Login as FA buyer

<https://forwardauction.gem.gov.in/e procure/x-login>

Transaction charges will be applicable on Forward Auctions published on or after 27.05.2022 as per the **Revenue policy of GeM.**

Enter your email id

Enter Your Password

Login

Bidder/ Buyer Registration | Forgot Password?

Convenient

Secure

Fast

## Step 5 :- After registration Login under mentioned screen will appear

Transaction charges will be applicable on Forward Auctions published on or after 27.05.2022 as per the **Revenue policy of GeM.**

### Search Auction

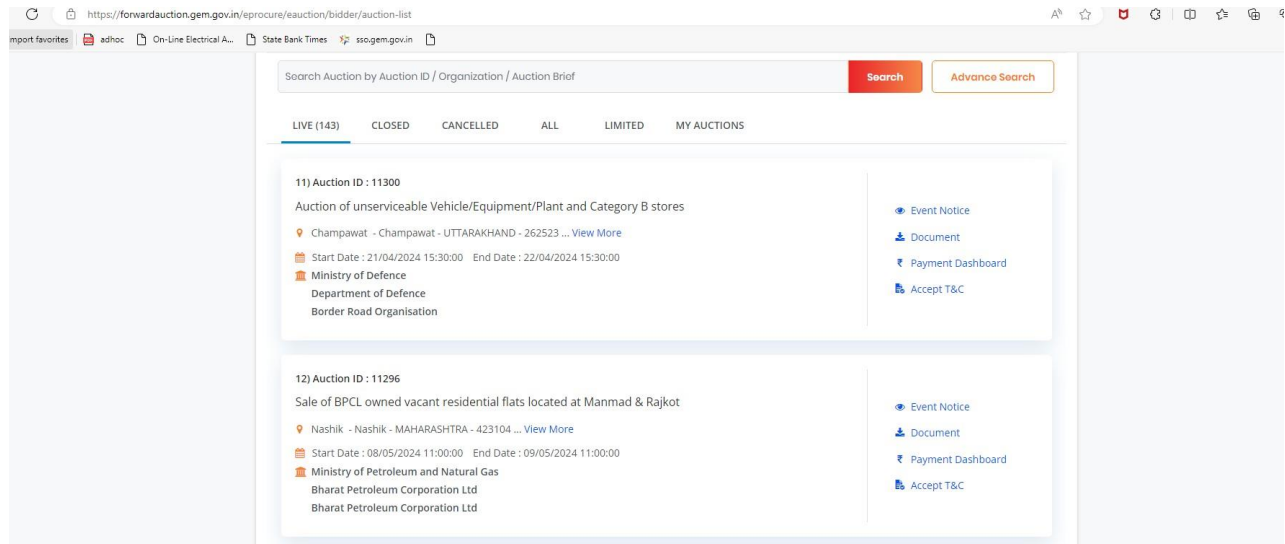
Search Auction by Auction ID / Organization / Auction Brief Search Ac

LIVE (169) CLOSED CANCELLED ALL LIMITED MY AUCTIONS

1) Auction ID : 11292  
ALUMINIUM CABLE SCRAP, 500 Kg  
Mumbai - Mumbai - MAHARASHTRA - 400010 ... View More  
Start Date : 03/05/2024 12:00:00 End Date : 04/05/2024 12:00:00  
Ministry of Defence  
Department of Defence Production  
Mazagon Dock Shipbuilders Limited

Event Notice  
Document  
Payment D  
Accept T&C

**Step 6 :- After Login** search for particular auction ID for which applicant want to participate in e-auction and apply accordingly.



For more details, Training video for bidders are available on GeM Portal

<https://gem.gov.in>

[Click on < \*\*Training Module\*\* > under < \*\*TRAINING\*\* > at the bottom of the page](#)

[Click on < \*\*forward auction\*\* >](#)

[Click on < \*\*buyer/bidder\*\* >](#)

[Click on related video for registration/participation etc.](#)