

TENDER ID	JAI/AO-2/2024-25/1
DATE	28.05.2024



STATE BANK OF INDIA, ADMINISTRATIVE OFFICE -02

INVITES TENDERS

IN TWO BID SYSTEM

**FOR HIRING OF PREMISES IN ALWAR ON LEASE RENTAL BASIS FOR
ESTABLISHMENT OF ADMINISTRATIVE OFFICE -ALWAR, AT ALWAR**

ISSUE OF TENDER: 28.05.2024

Last date for submission of Bids: 3.00 p.m. on 18.06.2024

TENDER SUBMITTED BY:

Name: _____

Address : _____

Email:

THE CHIEF MANAGER (HR)
STATE BANK OF INDIA
ADMINISTRATIVE OFFICE-ALWAR
2nd FLOOR , NEHRU PLACE
JAIPUR-302005
Tel: 0141-2745149
Email: cmphrd.zojai2@sbi.co.in

NOTICE INVITING TENDER (NIT)

PREMISES REQUIRED ON LEASE

State Bank of India invites tenders in Two bid system from the Landlords/Legal owners/PA holders for **Ready Built (completed civil works)** commercial premises on lease rental basis for Administrative Office, Alwar having Carpet Area of about 420 Square Meter (4500 sq.ft.) +/- 10% **in Alwar**. Dedicated ready to move commercially approved preferably on ground floor or on first floor with lift facility will be given preference.

Name of Work	Tender for hiring of commercial office premises on lease admeasuring Carpet Area of about 420 Sq.m (4500 sq.ft.) +/- 10% in Alwar, Rajasthan .
Bid Document Availability including changes/ amendments, if any to be issued	FROM 28.05.2024 to 18.06.2024 For information: Refer Bank's web site www.sbi.co.in under "procurement news " .
Tender fee	Rs.1000/-
Last date and time for submission of tender	3.00 p.m. on 18.06.2024
Place, Time& Address for submission of e tender/contact person /telephone no/email address.	Up to 3.00 p.m. on 18.06.2024 Hard copy of technical bid to be submitted at the following Address: THE CHIEF MANAGER (HR) STATE BANK OF INDIA ADMINISTRATIVE OFFICE-ALWAR 2 nd FLOOR, NEHRU PLACE, Jaipur 302005 Tel: 0141-2745149 Email: cmphrd.zojai2@sbi.co.in Submission of Price-Bid in separate sealed envelope along with technical bid on or before due date as mentioned above.
Date, Time and Place of opening of Technical Bid (Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives)	On 18.06.2024 at 3.30 PM THE CHIEF MANAGER (HR) STATE BANK OF INDIA ADMINISTRATIVE OFFICE-ALWAR 2 nd FLOOR, NEHRU PLACE Jaipur 302005
Opening of price Bids	On a subsequent date which will be communicated to such bidders who qualify in the technical evaluation
Bid validity	The offers/tenders should be valid for 3(Three) months from the last date of receipt of the tender

Technical Evaluation of Bids	By a committee comprising of officers from State Bank of India
Letter of Intent	On a subsequent date which will be communicated to L-1 who qualify in the techno commercial Bidding process.
Timeline for handing over the complete possession of premises as per Bank requirement	Timeline of 30 days to handover ready premise from the date of issue of LOI (Letter of Intent).
Rent Free Period	90 days from the date of handing over of premises for completion of all interior work by Bank.

The premises should be located in a less congested locality. The Premises should have all facilities such as,

1. Adequate power load with substation,
2. Sufficient 24x7 water supply,
3. Required parking space,
4. Space for keeping generator,
5. Fire Security system as per guidelines,
6. Lifts,
7. Aesthetic elevation,
8. Gardening/landscaping,
9. Facilities as per the non-discrimination clause of the RPWD Act 2016
10. Space at terrace for installation of V-SAT/Solar Panel
11. Complete dedicated building is required i.e any other office or commercial establishment should not be there in the building.

The interested Landlords/Owners/PA holders should submit their offers online. Hard copy of the technical bid and EMD shall be submitted at the office of CM (HR), AO-2, Nehru Place, Jaipur in the Tender Box or by post so as to reach us on or before 3.00pm on 18.06.2024.

Only authorized representative on behalf of bidder, carrying authority letter or power of attorney with him/ her along with photo ID and address proof shall be allowed to sign the document/Application/attend any meeting/ bid opening.

Incomplete offers will not be entertained. No brokerage will be paid.

The Bank reserves the rights to cancel/reject any offer without assigning any reason thereof.

Corrigendum if any would be posted on the website only. Hence, applicants are advised to visit website regularly for above purpose.

SD/- CHIEF MANAGER (HR & ADMIN)

1. INVITATION OF BID

- I. STATE BANK OF INDIA (herein after referred to as **BANK** intends to acquire office space in Alwar for Establishment of Alwar Administrative Office.
- II. This Request for Proposal (RFP)/Tender is issued by the Bank inviting Individuals/HUF/Partnership Firms/LLP/Companies which are owner/POA Holder or authorized representative of owner for acquisition of office premises of having Carpet Area of about 420 Sq.m (4500 sq.ft.) +/- 10% on Lease basis located in Alwar.
- III. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- IV. Interested bidders are advised to go through the entire document before submission of bids to avoid any chance of elimination. The eligible bidders adhering to Bank's requirements outlined in this RFP, are invited to submit their technical and commercial proposals in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

2. DISCLAIMER

- I. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Bank, is subject to the terms and conditions set out in this RFP document.
- II. This RFP is not an offer by Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized official(s) of Bank with the selected Bidder.
- III. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- IV. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- V. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- VI. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. DEFINITIONS

Regarding this RFP, the following terms shall be interpreted as indicated below:

- I. **“Bidder”** means an eligible entity/firm/individual submitting the bid in response to this RFP and shall include his/their legal heirs, successors and assigns.
- II. **“Bid”** means the online e-tender submitted in response to this RFP.
- III. **“EMD”** means Earnest Money Deposit.
- IV. **“Lease Agreement/Agreement”** means the agreement entered between the Bank and the successful bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- V. **“LOI”** means Letter of Intent.
- VI. **“RFP”** means Request for Proposal.

4. ELIGIBILITY CRITERIA AND TECHNICAL PARAMETERS FOR SELECTION

- I. Bid is open to all Bidders who meet the eligibility criteria and technical parameters for selection as given in [Annexure-B](#) & [Annexure-C](#) of this document. The bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- II. **The bidder shall also submit technical bid duly signed on each page**

5. COST OF BIDDING

The participating bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

6. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING

- I. Bidder requiring any clarification of the Bidding Document may notify the Bank in writing strictly as per the format given in [Annexure-H](#) during the pre-bid meeting.
- II. A pre-bid meeting will be held on the date and time specified in the NIT which may be attended by the authorized representatives of the bidders interested to respond to this RFP.
- III. Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment which will be made available in the Bank website by way of corrigendum/addendum. The interested parties/bidders are advised to check the Bank website regularly till the date of submission of bid document specified in the NIT and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating bidders. Bank will not take any responsibility for any such omissions by the bidder. Bank, at its own discretion, may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to prepare the bid, for taking the amendment into account. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda thereof.
- IV. No request for change in commercial/legal terms and conditions will be entertained and queries in this regard, therefore will not be entertained.
- V. Queries received after the pre bid meeting will not be responded/acted upon.

7. CONTENTS OF BIDDING DOCUMENT

- I. The bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- II. Failure to furnish all information required in the bidding document or submission of bid not responsive to the bidding documents or putting conditional aspect of any nature will be at the Bidder's risk and responsibility and the same may finally result in rejection of its bid. Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- III. Nothing in this RFP or any addenda is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- IV. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- V. The information provided by the bidders in response to this RFP will become the property of Bank and will not be returned. Incomplete information in bid document may lead to non- consideration of the proposal.

8. BID PREPARATION AND SUBMISSION:

- I. The bid is to be submitted online under the e-tender 2 bid process. Bidder shall also submit the hard copy of technical bid in a sealed cover with following enclosers:
 - i. Bid covering letter/Bid form on the lines of Annexure - A on Bidder's letter head.
 - ii. Tender Fee as specified in this document along with Technical Bid.
 - iii. A letter on Bidder's letter head in case of company –
 - a) Mentioning details of Tender Fee submitted.
 - b) Certifying that the period of the validity of the bid is as per terms of this RFP.
 - c) Confirming that the bidder has quoted for all the items/services mentioned in this RFP in their commercial bid.
 - d) Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - e) Specific response with supporting documents in respect of all Bank's requirement shall be submitted including annexures.
 - f) Other enclosers mentioned in the Technical Bid-Annexure-C
 - iv. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the bid document.
- II. **Bidders may please note:**

i. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

ii. The bid document shall be complete in accordance with various clauses of the RFP document, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to bid and make commitments on behalf of the Bidder is to be attached.

iii. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

iv. Prices quoted by the Bidder shall remain fixed for the period specified in the RFP and shall not be subject to variation on any account.

v. If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

vi. The bidder may also be asked to give presentation for the purpose of clarification of the bid.

vii. The bidder must provide specific and factual replies to the points raised in the RFP.

viii. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract before uploading.

ix. All the enclosures (bid submission) shall be serially numbered with rubber stamp of the participating bidder company. The person or persons signing the Bids shall sign all pages of the Bids, except for un-amended printed literature.

x. Any inter-lineation, erasures or overwriting shall be valid only if they are signed by the person signing the Bids. xi. The Bank reserves the right to reject bids not conforming to above.

xii. All the envelopes shall be addressed to the Bank and delivered at the address given in this RFP and should have name and address of the Bidder on the cover.

xiii. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

9. **DEADLINE FOR SUBMISSION OF BIDS**

I. Bids must be submitted online before the last date and time mentioned in NIT. II. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

III. In case the Bank extends the scheduled date of submission of bid document, the bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and bidders will remain the same.

IV. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

10. **MODIFICATION AND WITHDRAWAL OF BIDS**

I. No modification/withdrawal in the Bid shall be allowed, after the deadline for submission of Bids.

11. **PERIOD OF VALIDITY OF BIDS**

- I. Bids shall remain valid for 3 months from the last date of submission of bids. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- II. The Bank reserves the right to call for fresh quotes at any time during the validity period, if considered, necessary.

12. **BID INTEGRITY**

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submissions, including any accompanying documents, will become property of STATE BANK OF INDIA.

13. **BIDDING PROCESS/OPENING OF TECHNICAL BIDS**

- I. All the technical bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the NIT. The technical bids will be opened in the presence of representatives of the bidders who choose to attend the same. However, bids may be opened even in the absence of representatives of one or more of the bidders.
- II. In the first stage, only technical bid will be opened and evaluated which includes eligibility criteria. Proposals of such bidders satisfying

eligibility criteria and essential conditions and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for further technical criteria/parameter. Only those bids complying with technical parameters shall become eligible for commercial bid opening and further RFP evaluation process.

- III. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order.
- IV. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation.
- V. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

14. **TECHNICAL EVALUATION**

- I. Technical evaluation will include technical information submitted as per technical bid format, demonstration of proposed premises, reference calls and site visits, wherever required.
- II. The Bank reserves the right to evaluate the bids on technical parameters including premises visit also. The technical evaluation is explained in the Mode of Selection of premises.
- III. The scores awarded by the Premises Selection Committee of the Bank as per evaluation matrix shall be final and binding on all bidders. During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification/additional information on the bids received. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiation of the bidder shall be entertained.

15. **Errors, if any, in the price :**

- i. Price quoted in Price bid is final and cannot be modified/rectified

16. **AWARD CRITERIA**

- I. Bank will notify acceptance by LOI to successful bidder. The Selected bidder has to return the duplicate copy of the same to the Bank within 7 working

days, duly accepted, stamped and signed by authorized signatory in token of acceptance.

- II. Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.
- III. Issue of letter of Intent and acceptance of the successful bidder will constitute the formation of the contract.
- IV. The successful bidder shall be required to enter into a Lease Agreement with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- V. Until the execution of a formal Agreement, the Bid document, together with the Bank's letter of intent and the Bidder's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- VI. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

17. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

18. PENALTY CONDITIONS

Penalty clauses for non-fulfilment of the following T&C shall be as follows:

Item	Penalty (% of monthly rental*)
Water not available for 4 hours or more	0.1% per instance
Electricity outage for more than ½ hour	0.5% per instance
50% or more than 50% of the lifts not working for more than 4 hours	0.1% per instance
Delay in handing over	If more than 60 days from the date of issue of LOI, Bank has right to impose penalty of Rs.5000/- per day for delayed period.

* Monthly rental means rent plus other charges. Maximum penalty in a month shall not exceed 10% of the monthly rental. Penalty shall not be levied in case of force majeure, conditions.
Penalty if any, calculated during the month will be recovered from the rent for the next month.

19. **INSURANCE**

The successful bidder should obtain comprehensive insurance on “All Risks” basis, valid for the duration of the lease.

20. **VALIDITY OF AGREEMENT**

The period of lease will be Initial for 5 years + option of additional 5 years with predetermined increase in rent after expiry of first term of 5 years (viz. total lease period 10 years) with requisite exit clause available to the Bank only to facilitate full / part de-hiring of space by the Bank during the pendency of the lease. However, such exit clause shall not be available to the Owner/Bidder

21. **INDEMNITY**

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney’s fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of Bank’s authorized/bonafide use of the Deliverables and /or the Services provided by Bidder under this RFP.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement and the provisions of this clause shall survive the termination of the RFP and subsequent Agreement.

22. **NO LIABILITY**

Under no circumstances Bank shall be liable to the bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

23. **TERMINATION**

Bank shall have option to terminate/cancel this RFP at any stage without any prior notice. It is clarified that the Vendor shall not withdraw the bid during the bid validity.

In the following events Bank shall terminate the lease agreement, if Bidder:

- I. Breaches any of its obligations set forth in the lease agreement or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- II. Failure by Bidder to provide the Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

24. FRAUD & CORRUPT PRACTICES

- I. The Bidder and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process.

Notwithstanding anything to the contrary contained herein, the Bank shall reject an application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process.

- II. If a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 5 (five) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

- III. For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:

- i. "corrupt practice" means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering or employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the concession agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute

influencing the actions of a person connected with the Bidding Process); or

(b) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the letter of authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the project or the letter of authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- ii. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process
- iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. “Undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (b) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

25. **FORCE MAJEURE**

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

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

26. **DISPUTES/ARBITRATION [APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY]**

- I. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- II. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties as per the above-mentioned provision.
- III. The place of arbitration shall be at Jaipur.
- IV. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- V. The award of the arbitrator shall be final and conclusive and binding upon the Parties, subject to the provisions of the Indian Arbitration and Conciliation Act, 1996.
- VI. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Jaipur only.
- VII. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted either by email, if by postage then through prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of email or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

27. GOVERNING LANGUAGE

The governing language shall be English.

28. APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Jaipur.

29. TAXES AND DUTIES

- I. The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- II. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax/GST that may be levied in India on income and profits made by the Bidder in respect of this contract.
- III. **Lease Expenses-** All expenses, stamp duty and other charges/ expenses in connection with the execution of the Lease Agreement as a result of this RFP process shall be borne equally by the successful bidder and the Bank.
- IV. The bidder must have a valid PAN & GST No.

30. **NOTICES**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

31. **COMPLIANCE WITH LAWS**

- I. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- II. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/

representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

- III. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

32. **NON-DISCLOSURE AGREEMENT**

The selected vendor shall submit a signed **Non-Disclosure Agreement (NDA)**, as per [Annexure - F](#)

GENERAL TERMS & CONDITIONS

- 1) The premises offered should have adequate security and fire safety measures installed as per statutory requirements.
- 2) Preference will be given for Premises duly completed in all respect and premises owned by Govt. Departments / PSU / Banks.
- 3) Permission for commercial use of premises/approved plan/ any other acceptable proof for commercial use should be provided.
- 4) Premises located away from Prime Commercial Area will also be considered.
- 5) Premises should have occupation certificate issued by the competent authority.
- 6) All statutory clearances from the local and government authorities e.g. Fire department's clearance, Electrical department, income tax department clearance should be produced.
- 7) The entire property shall belong to same set of owners. The bidders should have clear and marketable title to the premises offered and furnish legal title report from the SBI empaneled advocate at their own cost.
- 8) Tenderer should ensure that proposed building is free from any dispute in any court of law.
- 9) The premises shall be free from any liability/ litigation encumbrances with respect to its ownership/ lease/ renting at the time of participation in this tender process.
- 10) Offers from landlords/ owners/ title holders only would be acceptable.
- 11) Tenderer should ensure that proposed building have no dues of any revenue/ tax authority.
- 12) Late received or incomplete offers will not be entertained.

- 13) No brokerage will be paid.
- 14) The successful bidder shall have to execute the lease deed as per the standard terms and conditions finalized by the SBI. Stamp duty and registration charges of the lease deed will be shared equally (50:50) by the Owner/GPA Holders and the Bank.
- 15) The period of lease will be Initial 5 years + option of additional 5 years with predetermined increase in rent after expiry of first term of 5 years (viz. total lease period 10 years) with requisite exit clause available to the Bank only to facilitate full / part de-hiring of space by the Bank during the pendency of the lease. However, such exit clause shall not be available to the Owner/Bidder.
- 16) Quoted rate should be inclusive of all taxes such as Municipal/property tax, water, drainage etc. However, GST if applicable will be borne by bank(subject to govt. guidelines)
- 17) Rent free Period- 90 days rent free period from the date of handing over of premises for completion of all Interior works by Bank.
- 18) Tender document received after due date and time shall not be considered. Delay in Postal services will not be considered.
- 19) All columns of the tender documents must be duly filled in and no column should be left blank or filled with vague/ambiguous information. All pages of the tender documents (Technical and Price Bid) are to be signed by the bidder/authorized signatory. Any overwriting or use of white ink is to be duly authenticated under full signature of the bidder/authorized signatory. The SBI reserves the right to reject the incomplete tenders or defective tenders. The SBI also reserves right to reject any or all the tenders at any stage or to cancel the entire tender process without assigning any reasons to any bidder. The Bank shall not be liable for any payment/compensation/rent/opportunity loss etc. to the bidder upon such rejection or cancellation of tender process. Bank's decision in this regard shall be final and binding on all the bidders. In case of any dispute, jurisdiction of Court in all cases shall be in Jaipur only till finalization of the successful bidder.
- 20) In case the space provided in the tender document for filling information is found insufficient, the bidders may attach separate sheets, duly signed by the bidder/authorized representative, after putting remark to this effect in the provided place.
- 21) **The Technical Bid will be opened at 3.30 PM on last date for receipt of offers/tenders. Tenderers may be present during tender opening in their own interest on that date at the specified time.**
- 22) The date of opening of Price Bid will be intimated to the shortlisted bidders at least 24 hours prior to the date of opening of the bids. All tenderers are advised in their own interest to be present on the given date at the specified time.
- 23) Canvassing in any form will disqualify the tenderer. No broker shall be allowed to attend any meeting/ bid opening. Only authorized representative on behalf of bidder, carrying authority letter/power of attorney with him/ her along with photo ID and address proof shall be allowed to attend any meeting/ bid opening.
- 24) The bidder will be informed by the SBI on the contact details given by them, for arranging site inspection of the offered premises.

- 25) Premises to be away from fire hazardous establishments like petrol pump, gas godown, chemical shops & high-tension electrical wires etc. Premises should not be located on low lying area, water logging area, flood etc.
- 26) The bidder who is declared successful shall be required to execute lease deed in the bank's prescribed lease deed format. No request for any deviation in the terms and conditions stipulated in the draft lease deed shall be entertained. Income Tax and other statutory clearances shall be obtained by the Owner/GPA Holders at their own cost as and when required.
- 27) The income tax and other taxes as applicable will be deducted at source while paying the rentals per month. All taxes, cess, service charges shall be borne by the landlord. However, the GST, if applicable, shall be borne by the Bank on submission required documents. The landlord shall submit the Tax Invoice in the prescribed format to the LHO OFFICE every month for the rent due to them indicating the GST component separately. The Invoice should also contain the GSTIN number of the landlord and Bank, apart from name, address etc. of the landlord and the serial number of the invoice, for the bank to bear the burden of GST otherwise, the GST if levied on rent, paid by landlord directly, shall be reimbursed by the LHO OFFICE to the landlord on production of proof of such payment of tax to the Govt. indicating name, address and the GST registration number of the landlord and Bank.
- 28) The interest free rental deposit equivalent to maximum six month's rent may be granted to the landlord at the time of taking possession of the premises depending upon the need / demand of the landlord for the same and such deposit will have to be adjusted during the last six months of occupation.
- 29) The Owner/GPA Holder should arrange to obtain the municipal license/NOC/approval of layouts etc. from Local Civic Authority/collector/town planning. Owner/GPA Holder should also obtain the occupation certificate from Municipal authorities before starting interior furniture work by bank. The required electrical power load of **approximately 80 kW** and if required additional electrical power load will also have to be arranged by the bidder/lessor at his/ her own cost from the State Electricity Board in that area and also NOC/Statutory Clearance from Electrical Inspectorate also to be obtained. The covered space required for installation and running of the generators will also have to be provided within the compound by the Owner/GPA Holders at no extra cost to the Bank and will not be considered in rentable area.
- 30) Bank will have terrace rights for installation of equipment as per its use. The Owner/GPA shall not object/deny the installation. However, Owner/Landlord/GPA should not demand any rent for that area.
- 31) Owner/GPA Holder should obtain and furnish the structural stability certificate for erecting compactors (files storage system) at all floors having live load of 750kg/sq.m obtained from the licensed structural consultant at his own cost. No separate payment shall be made to the landlord for this purpose.
- 32) The Owner/GPA Holder shall provide space for installation of V-SAT device on the terrace of the selected/ finalized premises and direct/suitable access for reaching the place for repair and maintenance. This area will not be

considered in rentable area and No separate payment shall be made to the landlord for this purpose.

- 33) The Owner/GPA Holder shall provide suitable space for installation of AC Outdoor units and Earth Pits/ Stations. This area will not be considered in rentable area.
- 34) After completion of selection process, successful bidder will be issued an offer letter by bank mentioning the terms & conditions, works to be carried out by the landlord etc. Landlord shall acknowledge and accept the offer by affixing his/her signature on the offer letter. Landlord should intimate the bank in writing after completion of all works attaching all documents (such as occupation certificate, permission for commercial use, all statutory clearances from govt. authorities e.g. Fire department, income tax department) for inspection and joint measurement of area. On satisfactory completion of work lease agreement will be executed incorporating clause of rent-free period of 90 days for furnishing/shifting works. The lease agreement will include inter-alia, a suitable exit clause and provision of de-hiring of part/full premises.
- 35) Rent should be inclusive of all present and enhanced, future taxes whatsoever, Municipality charges, society charges, Maintenance charges and all other charges except the GST which will be paid by Bank.
- 36) Electricity Charges will be borne by the Bank and separate metering to be arranged by landlord, but water supply should be maintained/ arranged by Landlord/ owner.
- 37) The decision to identify the successful bidder by the Bank shall be final and No correspondence will be entertained from unsuccessful bidders
- 38) Bids received with changes/amendments in the standard Terms and conditions are liable to be rejected.
- 39) If the bids are submitted by an authorized agent/GPA holder, they should be countersigned by the owner or an authority letter specifying clearly the powers and responsibilities of the agents/GPA to be enclosed.
- 40) There should not be no objection from landlord for use of premises by Bank for its subsidiaries/ associates' institutions.
- 41) Building/premises shall be adequately insured during the lease period. No extra amount shall be payable for the same by the Bank.
- 42) Building should have canteen and cooking facilities.

Provision for Kitchen and Provision for separate storage of Cylinder away from the main Building with Provision for LPG Pipeline connection
- 43) All permissions required for peaceful occupancy and use of the offered property by the Bank should be obtained by the Bidder before making the offer to the Bank, and in the future from time to time, as may be required
- 44) Followings are to be furnished by owner through architect engaged by them, before possession of premises is taken by bank-
 - a) structural stability certificate of premises.
 - b) Approved Plan, Occupation certificate
 - c) "NOC" from civic authority for commercial use of premises.
 - d) all statutory clearances from the local and government authorities e.g. Fire department's clearance, income tax department clearance.

MODE/METHOD OF SELECTION OF PREMISES

- 1) All Technical bids will be first opened, and applications will be screened. All the premises will be visited by the committee to verify the suitability on various aspects. The premises not meeting Eligibility Criteria mentioned in Annexure-B will be rejected
- 2) **TECHNICAL EVALUATION**: Premises meeting Eligibility Criteria will be awarded marks based on following criteria:

S.N	Criteria	Marks	Total Marks
1	Abutting Road/ Approach Road width	24m and above ---10 Between 18 to <24m – 07 Between 12 to <18 - 5	10
2	Commercially Approved	Yes-10 No- 0	10
3	Parking	Entire parking-covered-10, open 10 to 20 nos. Two Wheelers: 30 nos. Less than mentioned-05	10
4	Age of Building (Assessed from occupation certificate/ Property tax assessment)	within 5 years- 20 > 5 to 10 years – 10 > 10 years-5	20
5	Width of Building	60 feet and above - 5 40 Feet to 59 feet - 2	5
6	Ambience, Convenience, Elevation, Planning and utilization of space and construction with latest technologies as assessed by Premises selection committee	Excellent-10 Good- 5 Not satisfactory-0	10
7	Suitability and construction of building for Corporate Office as assessed by Premises selection committee	Excellent-10 Good- 5 Not suitable-0	10
8	Passenger Lift /Provision of lift	Yes -5 No-0	5
9	Availability of required space on single floor	Single floor-10 Two or more than two floor :05	10
10	Availability of Ground floor	Ground Floor :-10 First Floor:-07 2 nd floor :- 05 nos.	10
	Total Marks		100

Shortlisting: The premises getting less than 50 marks will be summarily rejected and remaining offers will be shortlisted. Committee's decision in this regard is final.

3) Price bids of only the shortlisted premises (getting 50 or more than 50 marks) will be opened.

4) **TECHNO-COMMERCIAL EVALUATION**

The selection of premises will be done on the basis of techno commercial evaluation by assigning 50% weightage for technical parameters and 50% weightage for price quoted.

5) **EXAMPLE FOR TECHNO-COMMERCIAL EVALUATION:**

a. Each of the above Technical parameters given marks. Total Marks=100.

Assume Three premises are short listed(say) –A, B, &C.

Assume They get marks as = A-78, B-70, C-81.

b. Convert them to percentiles = As 'C' secured highest marks in technical evaluation, to work out percentile score following will be the calculation:

$$A: (78/81)*100 = 96.29$$

$$B: (70/81)*100 = 86.42$$

$$C: (81/81)*100 = 100$$

c. Assume Financial/Price quotes of three premises are as follows

A: Rs.25 per sq.ft. of Built up area

B: Rs.20 per sq.ft. of Built up area

C: Rs.30 per sq.ft. of Built up area

d. Convert them to percentiles = As 'B' has quoted lowest price, to work out percentile score, following will be the calculation:

$$A: (20/25)*100 = 80$$

$$B: (20/20)*100 = 100$$

$$C: (20/30)*100 = 66.67$$

e. Final Score on the basis of techno commercial evaluation by assigning 50% weightage for technical parameters and 50% weightage for price quoted

$$A: (96.29*0.50) + (80*0.50) = 88.145$$

$$B: (86.42*0.50) + (100*0.50) = 93.21$$

$$C: (100*0.50) + (66.67*0.50) = 83.33$$

f. Successful bidder/premises would be one with highest percentile score viz. B with score of 93.21

MEASUREMENT OF RENTABLE AREA

1) Rent will be paid for the Carpet area of the premises occupied by the bank which will be jointly measured by SBI and landlord. Carpet up area will be measured as per latest IS Codes provisions.

- 2) **Exclusion:** The Carpet up area excludes the following: common area, duct, lift, lift wall, lift machine room, service shafts, common staircase, porch/canopy, open verandah, open and covered balcony, projection, substation, sanitary shaft, space below the window, box louver, terrace, open and covered parking space, space for DG set.

The bidder shall submit Carpet up area measurement sheet along with the application/bid.

SPECIFICATION OF BUILDING

GENERAL SPECIFICATIONS FOR CONSTRUCTION / ADDITIONS, ALTERATIONS OF A BUILDING TO BE CARRIED BY OWNER ON HIS OWN COST

- 1) The structure should be RCC construction with all external walls with 9" thick plastered on both sides up to ceiling.
- 2) Building should be preferably square or rectangular shape.
- 3) Clear height from finished floor level to roof bottom is preferably in excess of 10' ht.
- 4) The Fire protection System to be installed in the premises as per National Building Code(Part IV) latest amendment/Local bylaws from the State Disaster Response and Fire Service Department, Andhra Pradesh. NOC obtained from Fire Department in this effect should be submitted. In this connection, the premises should also comply with the following:
 - i. Wet Riser system having auto mode with Electrical Pump, Diesel Engine and Jockey pump with positive suction in Fire Pump Room.
 - ii. Automatic Sprinkler System to be provided in all Floors including Stilt and Basement Areas
 - iii. Yard Hydrant System to be provided around the building
 - iv. Terrace Pump
 - v. Under Ground Static water storage tank of approximately 1Lakh Lit capacity to be provided and Terrace Tank of capacity of 10000Lit exclusively for Fire Fighting.
 - vi. Hose Box, Hose pipe, hose reel and nozzles in all floors including Stilt, basement and surrounding the building.
 - vii. Fire Extinguishers-Water type(cartridge) of 9.0 lit capacity, Dry Chemical Powder(ABC) (cartridge) of 4.0KG capacity and CO2 of 6.8Kg trolley mounted and 4.5Kg capacities to be provided in common areas(staircase in all floors, electrical room, electrical shaft, lobby, generator rooms, transformer etc.)
 - viii. RCC Fire Escape Staircase with Fire Rated Door of 1200x2100 size, Shakti Hormann/Godrej make, PU finish with 2 Hours Fire Rating ix. Main Entrance Gate shall be of 6m Width. The entrance should have clear height of 4.5m.

- x. Fire engine should be able to move around the building as per Government rules.
 - xi. LPG Pipeline to be provided from Ground floor to all kitchen (canteen, VIP mess etc.). Provision should be made in the Ground Floor to keep LPG cylinder away from the building with wire mesh protection.
- 5) The flooring should be of First quality double charged Vitrified Tiles of Johnson, Kajaria, Nitco, Marbitto, RAK and shade approved by Bank.
 - 6) Record Room of 750 sq.ft. and stationery Room of 250 sq.ft. in the building should be constructed with 9" wall all-round with Fire Rated Door (Fireproof) as per IS specification. **The door shall be of 1200x2100 size, Shakti Hormann/Godrej make, PU finish with 2 Hours Fire Rating.**
 - 7) Common Toilets for Ladies & Gents in each floor as per requirements and separate Toilet for Bank top executive, Staff Canteen, dispensary, fitness centre, function hall should be constructed as per layout plan. Sanitary fitting (Parryware, Hindware, Toto, cera etc) of first quality and modern should be provided in the toilets. Walls should have ceramic tile of size 12"x24"(or higher size) cladding with highlighter up to 7' height. Floors should have anti-skid tile. Exhaust fans to be provided in the toilets
 - 8) ELECTRICAL ROOM (Main Control Room) of minimum 900 sq. ft. (approx..) to be constructed at Ground floor with 9" wall all-round with 2 hour Fire Rated Door (Fireproof) as per IS specification. Apart from the above, floor wise Electrical rooms to be constructed of minimum 120 sq. ft. (approx.) with interlinking through Electrical Service shaft.
 - 9) In case Main Control room (Panel room) provided outside the building premises, trenches for cable laying with suitable Hume pipe protection to be provided.
 - 10) UPS ROOM of minimum 900 sq. ft., preferably beside Electrical Room to be constructed at Ground floor with 9" wall all-round with 2 Hour Fire Rated Door (Fireproof) as per IS specification.
 - 11) The building should have adequate say minimum 750 sq. ft. covered area for installing/ running a Generator within the compound at no extra cost to the bank (No separate payment shall be paid for this space) and the premises should have good accessibility.
 - 12) Service shafts to be provided throughout the building up to terrace for laying Electrical cables, Low Voltage (Telephone, data) cables, Raising Mains, Fire Alarm Detection system, CCTV, other services ...etc. separately with access to all floors. The shaft area shall be excluded in measuring rentable area.
 - 13) If necessary, floor cuttings/ core cuttings shall be done by the bank for running cables or any other services. landlord/Owner/GPA shall not object/deny the same.
 - 14) All openings/windows to have glazed lockable windows preferably of UPVC with security M.S. grills. The M.S. grill should be of 12mm square bars placed at 6"c/c both ways made in angle framework.
 - 15) Round the clock adequate water supply, underground/ overhead water tank storage to be provided by the landlord.

- 16) Premises should have proper drainage/sewage system. All taxes related to this service should be paid by landlord/owner.
- 17) **The Ground floor entrance should be provided with 4' width ramp having slope of 1:12 with SS handrails on both sides.**
- 18) As per the non-discrimination clause of the Disabilities Act-RPWD-2016, premises should comply with requirements of providing ramps (as above) in buildings, adaptation of toilets for wheelchair users and Braille symbols and auditory signals in elevators or lifts to facilitate the disabled persons.
- 19) Collapsible grill door and rolling shutter with central lock is to be provided wherever required.
- 20) The inner walls should be finished with wall care putty of Birla, altek etc. The walls should be painted with at least two or more coats of premium interior plastic emulsion paint of reputed brands like Asian/ Berger/ Nerolac etc. (final coat of paint to be applied after completion of interior works). All wood/ M.S are to be painted with two coats of Enamel paint. The shade/colour to be approved by Bank. Ceiling to be painted with white colour.
- 21) Repainting to be done by the owner/s after every 3 years failing which the Bank shall be at liberty to get the same done at the risk and cost of the owner/s and deduct all such relative expenses from the rent payable to the owner/s.
- 22) The front/side elevation to be preferably as per Green Building Design. If any external wall of the premises to be painted with APEX-ULTIMA.
- 23) Separate & dedicated Electrical power connection with 3 phase, 415Volts, 50Hz(+5% adjustable by transformer tap changer system if necessary) of approx. 300 KW power as decided by the Bank is to be arranged at the Branch/Office premises by making necessary deposits to the Electricity Department. Landlord shall submit the evidence for the purpose.
- 24) The required power connection to be terminated at proposed Electrical room (Main Control Room) with suitable stepdown Transformers and Breakers (Substation) as required.
- 25) Installation & maintenance of Indoor/ Outdoor substation as per Local Electrical Authority (DISCOM) regulations shall be in the scope of Landlord/ Owner/ GPA. The landlord must provide adequate earth pits with copper plates etc. as per relevant ISI codes in his compound as advised by the Banks Electrical Engineer. An adequate space to be provided in Panel room for maintenance activities.
- 26) Obtaining/ Renewal of Electrical Regulatory Compliance shall be of landlord/ Owner/ GPA's responsibility. Landlord shall submit the evidence for the purpose
- 27) All light/ general circuit wiring at common areas and Toilets should be done as per the requirements of bank wherever required as per the layout by Bank's Electrical Engineer. Wiring along with conduit pipes required for lights and fans with necessary accessories such as Switches, Switch board, Fan Regulators, etc. are to be provided by the landlord as per the requirement of Bank. All the wiring to be concealed as per latest IS standards. All the point wirings to be terminated in ceiling rose.

- 28) Provision of AC Machines, Lighting fixtures, Signage's, Facade lighting, UPS and wiring related to workstations/ cabins etc. will be done by the Bank at its own cost as per requirement.
- 29) Landlord/Owner shall provide necessary external electrical lighting in the drive ways, entry/exit Gate Lights, outside around the building, parking areas, common areas.
- 30) Parking space and inner pathways to be provided with paver tiles in required design and shades.
- 31) Main and Rear Entrances should have pucca permanent security guard room as required by bank and as per drawing.
- 32) Boundary with wall, M.S. Railing and M.S. gate to be provided.
- 33) Floors are to be structurally strengthened to sustain additional live load of compactors. Structural safety/stability certificate issued by approved structural Engineer is to be submitted by the landlord.
- 34) Each floor main and fire exit should **be of Fire Rated Door (Fire Proof) as per IS specification of 1200x2100 size, Shakti Hormann make, PU finish with 2 Hours Fire Rating.**
- 35) Proper building plan showing various dimensions side elevations proposed designs etc. should be submitted by the landlord to Bank.
- 36) Staircase Steps are to be provided with granite and SS hand railing
- 37) Premises should have an independent access/direct access from road and not through some other establishment. Premises should have 24x7 free access.
- 38) The building should be constructed with modern fittings and fixtures. Natural light and ventilation should be available.
- 39) **Rainwater Harvesting pits** are to be provided.
- 40) The premises should have adequate parking space for customers and staff. The minimum parking requirement is for Staff car – 20 to 25 Nos, Visitor Car-10, two wheelers-250 nos. owner should submit layout sketch showing parking arrangement for above vehicles. Any vehicle should be able to move out from the slot without disturbing other vehicle.
- 41) Premises should be provided with adequate nos of Passenger lifts with AMC.
- 42) Building should be treated with anti-termite treatment at all floors.
- 43) Owner shall engage qualified Architect/Engineer for complete planning/supervision of construction/ alteration etc. at their own cost. Landlords shall submit approved plan, Competent Authority permission, structural stability and soundness certificate, firefighting work before possession by the Bank. Rent should be inclusive of all civil works, electrical work and modifications as required by bank. Obtaining NOC from local authority regarding fire safety shall be the responsibility of the landlord. Bank shall not be responsible for this in any manner, nor any amount/ Bill shall be paid by the Bank for this purpose
- 44) The owner shall carry out civil, sanitary and electrical, repair/ maintenance works and ensure the roof remains water-tight during the lease period. In case the above repairs are required, and the owner/s fails to attend to the same,

the Bank will carry out necessary repairs at the risk and cost of the owner(s) and deduct all such relative expenses from the rent payable to the owner(s).

- 45) Owner of the Building is solely responsible for the construction and stability of Premises. Structural Stability Certificate by Competent Structural Engineer should be given to the Bank at no extra cost. The building should be an earthquake resistant structure with provision of lightening arrester.
- 46) Kitchen with water supply, drainage and garbage disposal to be provided as per local municipal norms.
- 47) Repairs for property, all the systems, equipments and installations including common facilities offered shall be responsibility of the Bidder. In case, the repairs are not done by Bidder, Bank will be at liberty to carry out such repairs at Bidder's cost and deduct all such expenses from the rent payable to us.

Declaration:

- i. I/We undertake to construct/modify the building in accordance with the above specifications and as per layout plan provided by the Bank. In case it is found at any stage after the building is taken over by the Bank that any of the above work has not been executed by me, I undertake that the same may be carried out by the Bank at my cost.
- ii. I/We have read and understood the detailed terms and conditions in the tender, the formats for technical and price bids and draft lease agreement and agree to abide by the same in totality.
- iii. In case our offer of premises is accepted. I/we agree to execute lease deed as per Bank's standard format. I/We agree to make alteration/modification/construct as per the specification of building given by bank.
- iv. I/We hereby declare that the above particulars of the premises offered against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false, I/We shall be liable to disqualification from tender process and/or such lawful action as the bank may wish to initiate.
- v. I/We undertake that my/our legal entity _____ has not been blacklisted by any Govt. departments/PSU/Autonomous body.

Place:
Date:

Signature of Owner/GPA Holder
Name

LEASE AGREEMENT FORMAT

The Lease Agreement is made on this _____ day of _____ 20__ between _____ Shri /Smt. _____ son/wife of Shri _____ (hereinafter referred to as the lessor which expression unless repugnant to the context shall

include his heirs, executors, administrators, representatives, successors and assigns) of the one part.(If the Lessor is a firm, company etc., the description should be accordingly be changed).

AND

The State Bank of India, a Bank constituted under the State Bank of India Act, 1955 having its Corporate Office at State Bank Bhavan, Madame Cama Road, Mumbai, a Local Head Office at _____ a branch / office at _____ (hereinafter referred to as "The Lessee" or "The Bank" which expression unless repugnant to the context shall include its successors and assigns) of the other part.

WHEREAS

I. The lessor (s) has / have at the request of the Lessee agreed to grant to the Lessee a lease of the premises more fully described in Schedule hereunder and the Lessee has agreed to take the premises on lease under the terms and conditions specified herein below.

The lessors being seized and possessed or otherwise well and sufficiently entitled to the premises particularly described in the Schedule hereto and entitled to grant a lease of premises have agreed to grant a lease of the premises particularly described in the schedule.

Now this INDENTURE WITNESSES that in consideration of the rent hereinafter reserved and the covenants and stipulations hereinafter contained and on the part of the lessees to be performed and observed, the lessors both hereby demise unto the lessee the premises as described in schedule here together with the easements, liberties, appendages and appurtenances thereunto belongings with exclusive and independent entry to the said premises and compound through paths, staircases, lifts and from public road and the right to pass and repass over the open spaces / compound in and around the said premises and the buildings and the right to park vehicles therein and thereon to have and to hold the said premises (hereinafter referred to as the "demised premises") unto the lessee for the term of _____ years commencing from _____ with the absolute option to the Bank to renew the lease for further _____ terms of _____ years, yielding and paying thereof unto the lessors the monthly rent of Rs. _____ subject to TDS on or before the _____ day of the following month to which it relates and in consideration of the lease of the premises the lessee hereby covenant with the lessors that :-

1. The Lessee to the intent that the obligations may continue throughout the term hereby created both hereby covenant with the Lessor (s) as follows :-

(i) To pay by Banker's cheque or otherwise as agreed / the said monthly rent hereby reserved on the day and in the manner aforesaid subject to TDS.

(ii) To pay 6 (six) months rent as advance deposit which is refundable at the time of determination of lease without interest at a rate applicable to overdraft. However, the lessor/s at the time of termination of lease and vacation of the premises thereon, is/are entitled to adjust the said deposit towards the rent (subject to TDS) due if any, as on the date. (Option is with the Bank to pay or not)

(iii) To pay all charges for electricity and water consumed by the Lessee in the demised premises to the appropriate authority according to the reading of the

electric metre or water metres to be installed in the demised premises by the Lessor (s) at his/their costs for the Lessee's use.

2. (i) The Lessee shall be entitled at any time during the said terms; to install, erect, fix and set up such internal partitions, walls and electrical and sanitary and other fixtures and fittings, counters, vaults, lockers, cabinets, doors, gates, air-conditioning plants in the demised premises and every part thereof as the Lessee may require without causing any material damage or injury to the demised premises and on the expiration or sooner determination of this lease to remove the same and every part thereof at its own costs without thereby causing any material damage to the demised premises.

(ii) To use the demised premises for the purpose/s mentioned herein below :-

(a) on site ATMs

(b) Housing of outfits of the subsidiaries/associates of the lessee.

(c) For cross selling purposes (d) Branch/Office of the lessee (e) Guest House etc.

(iii) To display its signboard / boards, hoarding, neon signs in such a manner at such portion of the demised premises whether inside or outside or on the outer wall of the demised premises which the Lessee may in its absolute discretion think fit and the Lessor (s) shall have no objection thereto.

(iv) To yield and deliver up peacefully and quietly vacant possession of the demised premises to the Lessor (s) at the expiration or earlier determination of the lease period as the case may be, in a good condition except reasonable wear and tear.

(v) To allow the Lessor/s or his / their agents to enter, with or without workmen and / or architects, contractors etc. the demised premises or any part thereof by giving prior notice in writing to the Lessee to inspect the state and condition of the premises or any part thereon for the purpose of carrying out such repairs as required / found necessary under law or otherwise.

3. The Lessor (s) do and each of them both hereby covenant with the Lessee as follows:- (i) On the Lessee paying monthly rent hereby reserved and covenants and conditions herein contained and on the part of the Lessee to be observed the Lessee shall quietly hold, possess and enjoy the demised premises and every part thereof during the period of lease or any extension thereof without any interruption from or by the Lessor (s) or any person or persons lawfully or equitably claiming by / through / under or in trust for the Lessor/s or successors or assigns.

(ii) The lessor/s hereby declare and acknowledge the availment of _____ loan of Rs. _____ for the construction of new premises / for carrying out additions / alterations to the premises and lessee is entitled to adjust 75% or entire rent towards the installments / dues for liquidation of the said loan with interest within a maximum period of 7 years as stipulated under the loan documents dated _____ and is also bound by the terms and conditions agreed to under the said loan documents.

(iii) The Lessor (s), shall not nor shall he/they allow any person to use or carry on any noisy hazardous occupation or business in or upon any part of the said premises or any adjoining premises thereon which may cause annoyance or inconvenience to and / or otherwise likely to be prejudicial to the interest of the lessee at the demised premises.

(iv) The Lessor (s), during the lease or extension thereof shall pay all present and future municipal taxes assessments and / or other outgoing or impositions whatsoever payable by the owner and / or occupier in respect of the demised premises under the law for the time being in force and shall keep the lessee/s indemnified against all claims, demands, action, suits and proceedings in respect of the same.

(v) The Lessor/s shall maintain at his / their cost adequate and continuous supply of electricity and hygienic, potable filtered and / or tube-well water by means of electrical water pumps and overhead tanks or otherwise for the use of the lessee in the demised premises and to operate and maintain the water pumps in proper condition at their cost.

(vi) The Lessor (s) at his / their own cost, shall effect major repairs to the demised premises and or replacement of plumbing, sanitary, electric fixtures supplied by them, doors, windows glass panes as and when the need arises and upon the request from the lessee for such repairs etc. The Lessor (s) shall keep the demised premises wind and water tight and maintain proper repair and condition, the electric, sanitary, water fittings, equipments and appliances, pipelines, drains and sewers and execute all repairs to the demised premises as and when required and also whitewash, colour painting of the interior and exterior of the demised premises at least once in every three years, including painting of the doors and windows.

(vii) The Lessor/s shall keep the demised premises insured at all time during the term hereby created or any extension/s thereof from loss or damage by fire, earthquake, riots and against such other risks as may be required by the lessee and to make all payments necessary for the above purposes within three days after the same shall respectively become payable and to produce to the Lessee or its agent on demand the several policies of such insurance and the receipts for each such payment and to cause all money received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the demised premises and to make up any deficiency out of the Lessor's own money.

(viii) The Lessor(s) warrants that he / they has / have good, rightful power, absolute authority and indefeasible title to demise the demised premises to the Lessee in the manner herein appearing free from all encumbrances, trusts, his dependents, executions and attachments whatsoever.

(ix) The lessor(s) will not during currency of the lease transfer, mortgage, sell, assign or otherwise create any interest in the demised premises without the prior consent of the Bank in writing.

(x) The Lessor has no objection for Lessee to sublet the demised premises or part thereof. (xi) The Lessor shall have no objection whatsoever to the Bank installing, providing and operating a DG Set of required capacity in the demised premises.

(xii) In future, if the Bank requires additional power the Lessor shall arrange for such additional power as per the Bank's requirement at the Bank's cost and expenses.

4. It is hereby agreed by and between the parties hereto as follows:-

(i) In case of default in the payment of the taxes and other statutory dues, service charges, dues to society by the lessor (s) and a demand notice is served on the Bank, the lessee may make payment of the same and such payment shall be against adjustment of future rents payable.

(ii) If the Lessor (s) shall fail or neglect to pay rents, revenues, rates, taxes, impositions, outgoings and ceases howsoever or whatsoever payable by owner

or occupant in respect of the demised premises and / or to keep the demised premises and every part thereof in good repair and condition and /or to keep the demised premises insured for such sum and against such risks as may be required for by the Lessee it shall be lawful (but not obligatory) for the Lessee to pay such rates, revenues, taxes, impositions, outgoings and ceases, to incur expenses to keep the demised premises and every part thereof in good repair and condition to keep the demised premises insured for such sum and against such risks as the Lessee in its absolute discretion may think fit and in any one or more of such cases the Lessee will be entitled in its absolute discretion to deduct such payments and such expenses as aforesaid with applicable interest from the rent hereby reserved.

(iii) In the event of the demised premises or any part thereof being materially damaged or destroyed by earthquake, tempest or other act of God, fire, riots or any irresistible force so as to render the demised premises or any part thereof substantially and permanently unfit for the purposes for which they were let, this lease shall, at the option of the Lessee, be void but in the event of the Lessee desiring to continue the lease and the Lessor (s) agreeing to repair the damage or injury the Lessee shall vacate such portion of the demised premises as may be required to enable the Lessor (s) to repair and to restore them to their former state and condition and in such event the whole or proportionate part of the rent as the case may be shall abate till demised premises are restored to their former conditions and the Lessee shall continue to pay the full rent from the date of such completion of repairing or restoration to the satisfaction of the lessee.

(iv) In the event of the demised premises or any part thereof being acquired or requisitioned by Government or any local authority under any Act for the time being in force this Lease shall be determined and the parties shall be entitled to such compensation as they may respectively be entitled under the law.

(v) Notwithstanding anything to the contrary herein before contained, the Lessee shall be entitled and shall have the option to terminate this Lease at any time on giving 3 (three) calendar months' prior notice in writing to the Lessor (s) and on expiration of the period to be mentioned in such notice this lease shall cease to be operative.

(vi) If the lessors shall at any time fail and neglect to perform and observe any of the covenants and conditions herein contained and on his/their part to be observed and performed then the Lessee shall be entitled at its option to forthwith determine this Lease.

(vii) The Lessors shall at the request of the Lessee made before the expiration of the term hereby created execute and register a renewed lease of the demised premises in favour of the Lessees a lease for further period/s of 5+5 years from the date of expiration of term hereby created on the same terms and conditions as are herein contained except the monthly rent which may be reduced / increased as mutually negotiated and in any case the increase in rent shall not be more than 25% of the then existing arrangement. However, if the rent, rates in the market are falling, both lessor and lessee shall negotiate and decide as to reduction in the rent prescribed therein. That the expenses on stamp duty and registration charges required for the execution of lease deed and renewal of lease deed shall be borne by the parties i.e lessors and the Bank in equal sharers.

(viii) Notwithstanding anything contained here in above the lessee shall be entitled to surrender, leave and deliver the unused, un utilised portion/area of the leased premises property to the Lessor in case the Lessee feels that the unused, un utilised and excess area is not required for the purpose taken on lease during

the tenure / currency of the lease without determining / terminating the said lease and continue in occupation the portion required for the purpose after surrendering of the unused and unutilized area / portion and in the event of such partial surrender of the unutilised area / portion, then rent fixed for the lease will be reduced / decreased proportionately according to the area / portion surrendered by the Lessee. And if such surrender is going to affect the exclusive/independent entry/use for /of the branch/office, the landlord shall make suitable arrangement so that the exclusive independent entry /use for/of the branch/office is not affected in any manner.

(ix) In case the Lessee desires to obtain a Lease of further floor area in the said premises, the Lessor (s) shall grant such Lease to the Lessee, the rent for such further floor area will be determined considering the prevailing circumstances for the time being but in and the period of such Lease shall be co-extensive and coterminous with the period of the Lease in respect of the premises already leased in favour of the Bank.

(x) In the event of the Lessor (s) deciding to sell the demised premises during the tenancy, they shall in the first instance offer the premises to the Bank and the Bank shall within one calendar month from the date of receipt of such offer either accept or reject such offer.

The Schedule above referred to IN WITNESSES WHEREOF THE PARTIES hereto have executed these presents the day and year first above written.

SIGNED SEALED AND DELIVERED

By the above named
In the presence of Lessor (s)
Address :

SIGNED SEALED AND DELIVERED

By the above named
In the presence of For and on
behalf of State Bank of India,
_____ Br.
Lessee

Witness :-

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

TECHNICAL BID FORM

(To be on letter head in case of registered entity)

The Asst. General manager (ADMIN)
State Bank of India, Jaipur
PRM department,
Second floor Matrix Mall
Jawahar Nagar, Jaipur

Dear Sir,

Ref: RFP dated _____

- I. I / We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank. I / We shall abide by the terms and conditions spelt out in the RFP.
- II. While submitting this bid, I / We certify that:
 - i. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - ii. Prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - iii. The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - iv. I / We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
 - v. The rate quoted in the price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- III. If our offer is accepted, I / We undertake to hand over the possession of premises to the Bank as specified in this RFP.
- IV. I / We agree to abide by all the terms and conditions of this RFP, and the rates quoted therein by us for the premises to be provided to the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

- V. I / We certify that I / We have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our bid document.
- VI. It is further certified that the contents of our bid are factually correct. I / We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.
- VII. I / We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- VIII. If our bid is accepted, I / We undertake to enter into and execute, when called upon by the Bank to do so, a contract as per the RFP and I / We shall be jointly and severally responsible for the due performance of the contract.
- IX. The name(s) of successful bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful bidder(s).
- X. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 2021

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign and Bid for and on behalf of

Seal (in case of registered entity)

ANNEXURE-B

BIDDER'S ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Documents to be submitted	Response/ Compliance
1	Local Authority approval for Building	Plan Approval and Permit Order from Govt. Authorities	
2	Occupation certificate of the building	Occupation Certificate issued by competent authority	
3	Office space offered has Clear titles, free from any legal encumbrances.	1)ownership documents. 2)Mortgage documents in case of property being under mortgage. 3) legal title report from the SBI empaneled advocate	
4	permission for commercial use of premises	approved plan/ any other acceptable proof for commercial use	
5	Structural stability Certificate.	Relevant certificate from Govt. approved Structural Consultant to be enclosed.	
6	Fire safety clearance and adequate firefighting equipment.	NOC obtained from Fire Department	
7	Electrical power with adequate load(80 kw approx.) for exclusive use by Bank	Document from Electricity Department for sanctioned load.	
8	24x7 running water supply.	Relevant Document	
9	Clearance from income tax department	Letter issued by Income tax department	
10	Abutting road/Approach Road width is more than 12m	Site layout plan	
11	Space for required parking slots Staff car – 20 to 25 Nos Visitor Car-10 Nos and Two wheelers-30 nos.	1)Approved plan 2)Layout sketch showing parking slots	

12	Readiness to carryout modification as per bank requirement.	Undertaking	
13	Carpet area of the Building about 420 Sq.m (14500 sq.ft.) +/- 10% should be ready at the time of submission.	Occupation Certificate	
14	Tender Fee as mentioned in NIT	To submit original as detailed in NIT	

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

ANNEXURE- C

TENDER FOR PREMISES
TECHNICAL BID

The Asst. General manager (P&E),
State Bank of India, Jaipur LHO,
Premises & Estate department,
Ground floor, Jaipur-302005

Dear Sir

With reference to your tender No..... dated and advertisement in the local dailies_____ dated_____, I / we hereby offer the premises owned by us for housing your branch / office on lease basis: (A Copy of the Plan of the building with clearly earmarked portion of the building being offered to the Bank is enclosed. The desired information are given as under):

A	General Information:	
1	Name of the Landlord /Owner Address	
2	PAN No of all owners	
3	Aadhaar No of all owners	
4	Bidder Type (Individual/ Proprietor/ Partnership firm /Company/Society/any other (Attach proof)	
5	Whether offerer is real owner or is he a power of attorney holder (Enclose documentary evidence)	

6	Mobile No.	
7	Email Address	
8	Complete address of premises offered	
9	Distance of offered premises from a) Jaipur Railway Station b) Jaipur Airport c) Jaipur Bus Stand d) Government Secretariat	
10	Floor of the premises offered, i.e. GF/FF/....	
11	Name of the building	
12	Door No.	
13	Name of the street	
14	Name of the City/Mandal/District	
15	Pin code	
B	Technical information:	
1	Building – Load bearing or Frame structure	
2	Type of building – Residential/ commercial/ Institutional/Industrial/	
3	Total No. of floors	
4	Year of construction and age of the building	
5	Building ready for occupation – Yes / No	
6	If No, how much time will be required for occupation	

7	<u>Carpet Area:</u> Ground Floor First Floor Second Floor Third Floor Fourth Floor Fifth Floor . .	
8	Details of the Boundary and adjacent building North: East: South: West:	
9	Name of the Architect of the project with Address	
10	Any other special features in the building	
C	Amenities available:	
1	Electrical power supply – Yes / No	
2	Total Load available in KW	
3	Running water supply – Yes / No	
4	Whether Reverse Osmosis (RO) drinking water facility for 500 staff including AMC is provided/available (Yes/No)	
5	Whether plans are approved by the local authorities – Yes / No (Enclose copies)	
6	Whether premises is constructed as per approved plans of statutory authorities– Yes / No (Enclose copies)	
7	Whether premises is having provision of fire safety as per local bye-laws.– Yes / No (Enclose copies)	
8	Whether NOC from the department obtained – Yes / No (Enclose copies)	
9	Whether occupation certificate has been received – Yes / No (Enclose copies)	
10	Whether direct access is available from the main road – Yes / No	
11	Whether captive power supply is available – Yes / No	

12	Whether fully air-conditioned or partly airconditioned or not airconditioned	
13	Whether lift facilities are available – Yes / No	
14	No of Lifts Available in the premises a) Passenger Lift with Capacity b) Goods Lift with capacity(Kg)	
15	No. of car parking/scooter parking which can be offered Exclusively to the Bank. Covered Parking 1) Car 2) Scooter Open Parking 1) Car 2) Scooter	
16	Mention the list of any other amenities which are provided	
17	a) Provision for Kitchen b) Provision for separate storage of Cylinder away from the main Building c) Provision for LPG Pipeline connection	
18	Any additional information	

List of Enclosers:

1. Copy of Approved Building Plan
2. Location Map/Site Plan
3. Google Location
4. Copy of property document
5. Photos of the premises
6. Copy of occupation certificate
7. Copy of proof for commercial use/license
8. Parking Layout for required cars and two wheelers
9. Receipt of latest Municipal Tax receipt for the subject property
10. Receipts of deposits paid for services like Electricity, sewerage connection, fire safety clearance, pollution control NOC etc
11. Copy of registered Memorandum of Understanding between owners and the landowners in case the land does not belong to the owners.
12. Status and ownership of the title - copies of the supporting documents to be attached.
13. POA/Consent from the owner/majority stake owner if the bidder is not the owner.
14. Site Plan, approved layout plans from statutory body, brochure of the premises.
15. Structural stability Certificate.
16. List of amenities provided/to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of toilets on floor, number of lifts (exclusive use of STATE BANK OF INDIA, if any), finishes of staircase etc.

17. Green Building certification or pre-certification (if available) from LEED India or IGBC or GRIHA if available. However appropriate scoring is awarded if the certificate is available
18. Evidence of connected and sanctioned electrical load that can be exclusively used by Bank.
19. Evidence of 100% generator power back-up for electrical supply for lighting and other electrical equipment for connected load.
20. Any other relevant documents /deed relevant for the purpose of the RFP
21. All Annexures from A to G

Declaration

We have read and understood the above terms and conditions and accordingly submit our offer and will abide by the said terms and conditions in case our offer of premises is accepted.

I/ We also agreed to construct / addition/ alteration as per Specification Of Building given here under such as record room, compactor room, toilets and pantry with all fittings and fixtures, vitrified flooring, other works as per Bank's specifications and requirement.

Place: _____ Signature of Owner/GPA
 Holder _____
 Date: _____ Name

ANNEXURE - D CERTIFICATE/UNDERTAKING FROM THE OWNER

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

Signature of the Owner

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

Signature of Owner (with seal

if applicable) I/We further declare, confirm and undertake:

- I. That the property has clear marketable title free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature.
- II. That the drafts of all documentation which may be finalized by the Bank and its solicitors/lawyers shall be final and binding on me/us.

- III. I/We am/are aware that the Bank is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender.
- IV. That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the lease deed before execution of the lease deed or a letter authorizing the said use will be provided to us.
- V. The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
- VI. That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
- VII. That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.
- VIII. That the following documents as per the requirement of the Bank or its legal team will be provided:
 - Sale deed or any other title documents through which the offered premises was purchased by me/us earlier.
 - All original chain of documents pertaining to the premises.
 - Latest Receipt of payment of Electricity Bill and any other charges
 - Non-encumbrance Certificate and any other document required.
- IX. My/our offer is open for acceptance for a period of 9 months from the last date for receipt of bids. If required, the validity period may be extended on mutual agreement with Bank, in case my/our offer being considered for final shortlisting.
- X. I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/tender document and I/we understood the instructions fully.

Name of the signatory : _____

Place: _____ Signature of Owner (with seal if applicable)

Date:

A

NNEXURE – E Non-Disclosure Agreement

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

- a) The Bidder shall treat all documents, information, data and communication of and with the Bank as confidential.

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

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

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

(Seal of the Bidder)

ANNEXURE - G

SELF-DECLARATION - NO BLACKLISTING

In response to the RFP dated _____ for acquisition of office premises on Lease basis, as an Owner/Partner/Director/Authorised Signatory of _____, I/We hereby declare that presently I/our company/firm _____, at the time of bidding: -

- I. Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- II. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- III. Is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

- IV. Does not have any previous transgressions with any entity in India or any other country during the last five years.
- V. Does not have any debarment by any other procuring entity
- VI. Is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- VII. Does not have, and our directors and officers not have been convicted of any criminal offence related to their professional mis conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- VIII. Will comply with the code of integrity as specified in the bidding document.
- IX. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled

Signature:

Seal of Company (if applicable)