

STATE BANK OF INDIA

INVITES TENDERS

FOR HIRING OF PREMISES

FOR

SBI SEVASI BRANCH, VADODARA

Last date for submission of Tenders: 1500 hours on 26-12-2025 Technical bids will be opened on 26-12-2025 @ 1530 hrs

Tenders to be submitted to:-

The Assistant General Manager,
STATE BANK OF INDIA
Regional Business Office- I,
5th Floor Paradise Complex
Sayajiguni, Vadodara - 390020

<u>TENDER</u>	SUBMITTED BY:	
Name	:	-
Address	:	-

NOTICE INVITING TENDER (NIT)

COMMERCIAL/ OFFICE SPACE REQUIRED ON LEASE

SBI invites offers from **owners** for premises on lease rental basis for Commercial / Office use having floor area of **2000 Sq.ft.** (±5%) (strictly as per definition of IS code norms) Located preferably on Main Road and within 0.5 Km from existing Branch with **minimum parking for 15-20 two wheelers and 4 four wheelers.** The bidder shall provide space of **80 sq.ft to 100 sq.ft. for installation and running of the generator (NEED BASE)** within the compound at no extra cost to the Bank and No separate payment shall be paid for these facilities.

The entire space should be on ground floor only. Premises should preferably be ready for possession / occupation. In case a suitable ready premises is not found, Bank may consider Open plot or other options provided the premises should be ready for possession within six months, including obtaining all necessary approvals from the local authority.

The format for submission of the technical bid containing detailed parameters, terms and conditions and price bid can be downloaded from website www.sbi.co.in under <Sbi in the News> procurement news.

This tender consists of two parts viz. the **Technical Bid having terms and conditions, details of offer and the Price Bid.** Duly signed and completed separate Technical and Price Bids are to be submitted for each proposal using Xerox copies in case of multiple offers.

The Envelope (A) contains Technical Bid along with all supporting Property documents with approved plan etc and **Envelope** (B) contains Price Bid for the proposal should be enclosed in separate sealed envelope and these two envelopes be placed in a single cover super scribing "Tender for leasing of SBI SEVASI Branch" and should be submitted to

The Assistant General Manager, Regional Business Office-I, STATE BANK OF INDIA, 5th Floor Paradise Complex, Sayajigunj, Vadodara-390020

The Technical bids will be opened on 26-12-2025 at 1530 Hours in the presence of bidders who choose to be present. All bidders are advised in their own interest to be present on that day at the specified time. As regards opening of Financial Bids, it will be opened of only short –listed offers and date of opening will be intimated. SBI shall not be responsible in any other technical fault.

The bidder/s shall clearly mention their contact number and active e-mail ID on the envelop.

Preference will be given to the premises owned by the **Govt. Departments / Public Sector Units**. The SBI reserves the right to accept or reject any offer at any stage without assigning any reasons thereof. 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 attend any meeting/ bid opening.

No bidder/representative shall be allowed to attend the meeting/bid opening with mobile phones.

Assistant General Manager (RBO-I)

IMPORTANT POINTS OF PARAMETERS -

1	Type Of Building	Commercial
2	Floor Area	Floor area of 2000 Sq.ft. (<u>+</u> 5%)
3	Covered Parking Space	Preferable
4	Open parking area	Sufficient open parking area for customers/visitors
5	Amenities	24 hours water facility, Electricity, Generator power back up for essential services like lift, pump etc.
6	Possession	Preferably Ready possession / occupation with in a period of 2-3 months.
7	Premises under construction/open plot	Bank may consider, if suitable ready premises not found.
8	Desired location	Located preferably on Main Road and within 0.5 Km from existing Branch with minimum parking for 15-20 two wheelers and 4 four wheelers.
9	Preference	(i) Premises duly completed in all respect with required occupancy certificate and other statutory approvals of local civic authority(ii) Ground floor(iii) Govt. Departments / PSU / Banks
10	Unfurnished premises	Only unfurnished premises will be considered and Bank will do the interior and furnishing work as per requirement.
11	Period of lease	Lease in the bank's prescribed format for initial period of 5 years with an option to Bank to renew for further period of 5 years at predetermined increase in rent @ 10-25% after expiry of initial term of 5 years, at the time of renewal.
12	Selection procedure	Techno-commercial evaluation by assigning 70% weightage for technical parameters and 30% weightage for price bids.
13	Validity of offer	6 (Six) months from the last date of submission of the offer (which may be extended due to exigency)
14	Stamp duty / registration charges of Lease Deed	To be shared in the ratio of 50:50.

Please note that any addendum/corrigendum will be published on Bank's website only i.e., www.sbi.co.in under SBI in the news under procurement News. Hence, bidders are advised to watch the website regularly.

TERMS AND CONDITIONS

- 1.1 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 empanelled advocate at his own cost. 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 lessors and the Bank. The initial period of lease will be 5 years and will be further renewed for 5 years at the discretion of bank (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 Lessors. As regards increase or decrease in rents payable, increase in rent if any shall be subject to market conditions & to a maximum ceiling of 25% after initial term of 5 years is completed.
- 1.2 **Tender** document **received** by the SBI **after** due date and time i.e. **26-12-2025 after 15:00 Hours shall not be considered in the tender process.**
- 1.3 The bidders are required to submit the **tender documents in separate envelope** super scribed on top of the envelope as Technical or Commercial as the case may be (**TECHNICAL BID** (**Envelope -"A"**) AND PRICE BID (**Envelope -"B"**) duly filled in with relevant documents/information at the following address:

The Assistant General Manager,
STATE BANK OF INDIA
Regional Business Office- I,
5th Floor Paradise Complex
Savajiguni, Vadodara - 390020

- 1.4 All columns of the tender documents must 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 over-writing 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 Vadodara only till finalization of the successful bidder.
- 1.5 There should not be any deviation in terms and conditions as have been stipulated in the tender documents. 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. If any deficiency in property related document /demarcation etc which may be ask by Committee later on.
- 1.6 The **offer should remain valid** at least for a period of **6 (Six) months** (which may be extended in case of exigency) to be **reckoned from** the last date of submission of offer i.e. **26-12-2025.** 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.

1.7 The date of opening of Technical Bid has been mentioned on first page **in the presence of bidders who choose to be present.** Bids will be opened at

The Assistant General Manager,
STATE BANK OF INDIA
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5th Floor, Paradise Complex
Sayajiguni, Vadodara - 390020

All bidders are advised in their own interest to be present on that day at the specified time. As regards opening of Financial Bids, it will be opened of only short -listed offers and date of opening will be intimated to short -listed offerers only.

- 1.8 The SBI reserve the right to accept or reject any or all the tenders without assigning any reason thereof. In case of exigency and depending upon the suitability, the Bank may as well accept more than one proposal to suit its total requirements.
- 1.9 Canvassing in any form will disqualify the Tenderer. No broker shall be allowed to attend any meeting/ bid opening/ site visit etc. 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.
- 1.10 The short listed bidder will be informed by the SBI on the contact details given by them over the envelop, for arranging site inspection of the offered premises.
- 1.11 **Preference** will be given to the exclusive building/floor in the building having ample parking space in the compound / basement of the building. **Preference will also be given to the premises owned by the Govt. Departments / Public Sector Units**.
- 1.12 Preference will be given to the buildings as well as offered premises on the main road.
- 1.13 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.
- 1.14 The details of parameters and its weightage for technical score has been incorporated in Annexure I. The selection of premises will be done on the basis of **techno commercial evaluation**. Equal weightage i.e., **70%** weightage will be given for **technical** parameters and **30%** for **price bid**. The score finalized by Committee of the SBI in respect of technical parameters will be final and binding on the bidders and no representation in this regard shall be entertained. The SBI may negotiate the rent with L1 bidder to reduce the offered rent. The unreasonable offers where the rates quoted are considered higher than the prevailing market rates will be rejected at the discretion of the SBI.

The bidder who is declared successful in the combined result of technical and financial bids 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 lessors at their own cost as and when required. All payments to the lessor shall be made by Account Payee Cheque or RTGS/NEFT.

1.15 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**. While renewing the lease, the effect of subsequent increase/decrease in taxes and service charges shall be taken into account for the purpose of fixing the rent.

The landlord shall submit the bill to the BRANCH every month for the rent due to them indicating the GST component also in the bill separately. The bill also should contain the GSTIN number of the landlord, apart from name, address etc. of the landlord and the serial number of the bill, 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 **Branch** to the landlord on production of such payment of tax to the Govt. indicating name, address and the GST registration number of the landlord.

The interest free rental deposit equivalent to maximum two 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 two months of occupation.

1.16 Mode of measurement for premises is as follows:

Rental will be paid on Floor Area basis considering the final Floor area after completion of all civil work as per Bank's layout (strictly as per IS code).

Please note: Components/ Areas like Lift, Lift wall, Ducts, Service shafts, staircase, Balcony, Projection, Terrace, parking space, space for DG set, AC outdoor unit, internal walls of record room, locker room, pantry, washrooms, ATM room etc. will not be counted in Floor Area. Landlord is advised to quote the rates as per Floor area while filling the price bid.

The bidder shall submit Floor area measurement sheet on completion of Civil work as per Bank's layout. In case, the area measured at site during joint measurement differs with the area approved by the Municipal Corporation, the smaller area will be considered for rent purpose.

- 1.17 The floor wise area viz. Ground, First, if any, etc with the corresponding rate for rent/taxes should be mentioned in the Price Bid. The number of car parking spaces and two wheelers offered should be indicated separately. Rent shall be quoted by bidder based on Floor area and the final rent shall be paid on Floor Area basis considering the final Floor area after completion of all civil work as per Bank's layout (strictly as per IS code) only, taking into account the parking space, area for installation of generator and VSAT etc., and no separate rent shall be paid for these facilities.
- 1.18 The lessor should arrange to obtain the municipal license/NOC/approval of layouts etc from Local Civic Authority/collector/town planning etc. for carrying out the interior furnishing of the premises by the Bank. Lessor should also obtain the completion certificate from Municipal authorities after the completion of interior furniture work. The required additional electrical power load of approximately 30 to 35 KW (or more if required) will also have to be arranged by the lessor at his/her cost from the State Electricity Board or any other private electricity company in that area etc. and NOC and the space required for installation and running of the generator will also have to be provided within the compound by the lessors at no extra cost to the Bank and will not be considered in rent area.
- 1.19 Lessor should obtain and furnish the structural stability certificate from the licensed structural consultant at his own cost (if required). No separate payment shall be made to the

landlord for this purpose. The Lessor 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 rent area and No separate payment shall be made to the landlord for this purpose.

- 1.20 The lessor shall obtain/submit the proposal to Municipal Corporation/Collector/town planning etc. for the approval of plans immediately after receipt of approved plans along with other related documents so the interior renovation work can commence.
- 1.21 After the completion of the interior works, etc. the lease agreement will be executed and the rent payable shall be reckoned from the date of occupation. The lease agreement will include interalia, a suitable exit clause and provision of de-hiring of part/full premises.
- 1.22 Rent should be inclusive of all present and future taxes what so ever, Municipality charges, society charges, Maintenance charges and all other charges except the GST which will be paid extra.
- 1.23 Electricity Charges will be borne by the Bank but water supply should be maintained/arranged by Landlord/owner.

1.24 All kind of civil work (additional / alteration) will be carried out by the owner as per advise of the Bank such as ATM Room, Toilets & sanitary works, Store room / record room, Stationary Room, Pantry with all accessories, exhaust fans and doors etc. (additional / alteration) as per Bank's requirements, cash room with cash room door and ventilation as per Bank's specifications, server room & UPS room made up of brick work, locker room (RCC locker room as per Bank's guidelines) as per Bank's design and specifications however the door and ventilator of Locker room shall be provided by the Bank, Rolling shutter with central lock & with toughened fixed glass and glass door at outside opening which are not to be closed with brick walls, collapsible grill door at entry, front façade including glass glazing, external ACP paneling as per Bank's design, ramp (1:12) with S.S. (grade 304) railing for disabled/old people, lift for first floor, double charged vitrified tile flooring, brickwork, plaster, inside and outside painting with acrylic emulsion paint / synthetic enamel paint / exterior apex etc., windows, safety grill, anti termite treatment etc as advised by the Bank directly or through Bank's appointed Architect will be carried out by landlords' at their own cost before handing over possession to the Bank, Landlords will submit approved plan, Competent Authority permission, structural stability and soundness certificate, fire fighting work before possession by the Bank. Rent should be inclusive of all civil works. All basic light /fan/general circuit wiring should be done as per the requirements of bank with suitable MCBs wherever required as per the layout provided by Bank.

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).

Note- Owner of the Building is sole responsible for the construction and stability of entire Premises/Building. Premises should be capable enough to take load of FRFC, Compactor, lockers & other loading factor etc. Structural Stability Certificate by Competent Structural Engineer should be given to the Bank at no extra cost. If any Structural Strengthening required as per loading factor which has to carry out by Landlord in consultation with Structural Engineer with no extra cost.

1.25 Interior works like loose furniture, dry-wall partition system, cubicles, cabins, false ceiling, AC, Lighting fixtures, signages, compactors for storage, electrical wiring for interior works etc. will be done by the Bank as per requirement.

Plastic paint of walls, ceilings, enamel painting of doors and windows etc. as per the Bank's instructions shall be done by the owner/s after every two/ three 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.

- 1.26 Obtaining NOC from local authority and providing water sprinkler system regarding fire safety inside the premises 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.
- 1.27 The decision to identify the successful bidder by the Bank shall be final and No correspondence will be entertained from unsuccessful bidders.
- 1.28 Bank shall take possession of the demised premises only after completion of all the civil construction works as per Bank's requirement & submission of necessary certificates from the licensed Structural consultant and Architect, as required by the SBI and fulfillment of all other terms and conditions of technical bids as mentioned above.

Place:	
Date:	Name & Signature of lessor with seal if any

DETAILS OF OFFER SUBMITTED FOR LEASING PREMISES

a.3 Name of the City a.4 Pin Code	With reference to your advertisement in the 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 informations are given as under):			
a.1 Door No. a.2 Name of the Street a.3 Name of the City a.4 Pin Code b. (i) Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please® at the appropriate option) a. Building - Load bearing	<u>Gen</u>	neral Information:		
a.1 Door No. a.2 Name of the Street a.3 Name of the City a.4 Pin Code b. (i) Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please at the appropriate option) a. Building - Load bearing	Loca	cation as name of the nearest local railway station and its distance from the s	ite:	
a.2 Name of the Street a.3 Name of the City a.4 Pin Code b. (i) Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please at the appropriate option) a. Building - Load bearing	a.	Name of the Building		
a.3 Name of the City a.4 Pin Code b. (i) Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please® at the appropriate option) a. Building - Load bearing	a.1	Door No.		
a.4 Pin Code b. (i) Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please at the appropriate option) a. Building - Load bearing	a.2	Name of the Street		
b. (i) Name of the owner (ii) Address (iii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please at the appropriate option) a. Building - Load bearing	a.3	Name of the City		
(ii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please at the appropriate option) a. Building - Load bearing Frame Structure b. Building - Residential Institutional Industrial Commercial c. No. of floors d. Year of construction and age of the building	a.4	Pin Code		
(iii) Name of the contact person (iv) Mobile no. (v) Email address Technical Information (Please at the appropriate option) a. Building - Load bearing Frame Structure b. Building - Residential Institutional Commercial c. No. of floors d. Year of construction and age of the building	b.	(i) Name of the owner		
(iv) Mobile no. (v) Email address Technical Information (Please at the appropriate option) a. Building - Load bearing Frame Structure b. Building - Residential Institutional Industrial Commercial c. No. of floors d. Year of construction and age of the building		(ii) Address		
Technical Information (Please at the appropriate option) a. Building - Load bearing Frame Structure b. Building - Residential Institutional Commercial c. No. of floors d. Year of construction and age of the building		(iii) Name of the contact person		
Technical Information (Please at the appropriate option) a. Building - Load bearing Frame Structure b. Building - Residential Institutional Commercial c. No. of floors d. Year of construction and age of the building		(iv) Mobile no.		
a. Building - Load bearing Frame Structure b. Building - Residential Institutional Commercial c. No. of floors d. Year of construction and age of the building		(v) Email address		
b. Building - Residential Institutional Commercialc. No. of floorsd. Year of construction and age of the building	Tec	chnical Information (Please at the appropriate option)		
c. No. of floors d. Year of construction and age of the building	a. Bı	Building - Load bearing Frame Structure		
d. Year of construction and age of the building	b. B	Building - Residential InstitutionalIndustrialCommercia	I	
	c. No	No. of floors		
e. Floor of the offered premises	d. Year of construction and age of the building			
	e. Fl	Floor of the offered premises		

Level of Floor	Floor area Offered
Ground Floor	
Floor	

Note- The final rentable area shall be in accordance with the one mentioned under clause/para 1.17 of Technical Bid i.e., Floor area after Civil work is completed at premises as per Bank's layout.

Building ready for occupation	Yes/No
If no, how much time will be required for occupation	with end date.
Amenities available	
Electric power supply and sanctioned load for the floors	Yes/No
Offered in KW (Mentioned)	Yes/No
Running Municipal Water Supply	Yes/No
Whether plans are approved by the local authorities (Enclose copies)	Yes/No
Whether NOC from the department obtained	Yes/No
Whether occupation certificate has been received for commercial use (Enclose copy)	Yes/No
Whether direct access is available from the main road	Yes/No
Whether captive power supply is available	Yes/No

Whether fully air conditioned or partly air condi-	cioned	Yes/No	
Whether lift facilities are available		Yes/No	
No. of car parking/scooter parking which can be Exclusively to the Bank.	offered	Yes/No	
* Please enclose plans/ layouts of the building	g, copy of property docur	nent.	
<u>Declaration</u>			
We have studied the above terms and conditions the said terms and conditions in case our offer of		ur offer and will abide by	
I/ We also agreed to construct/ addition/ alteration of Civil works as per Tender, Bank's specifications and requirements etc. complete. I will hand over the possession of the building after getting it constructed / renovated as per Bank's requirements. The rent will be released from the date of physical possession of the building complete in all respects to the entire satisfaction of the Bank.			
Place:			
Date:	Name and signature of	lessor with seal	

The Assistant General Manager
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PREMISES REQUIRED ON LEASE

Parameters based on which technical score will be assigned by SBI.

(NOT TO BE FILLED BY THE PROSPECTIVE LANDLORD)

Hiring of Commercial Building with Floor area of 2000 sq.ft. ($\pm 5\%$) Located preferably on Main Road and within 0.5 Km from existing Branch with **minimum parking for 15-20 two wheelers** and 4 four wheelers. The property to be obtained by bank must be registered with revenue Authority for commercial use. The **entire space** should preferably be **on Ground floor**.

Name of firm:

	Parameters	Actual situation	Total Marks	Marks obtained
1	Floor area as per requirement	Floor area in the range of 2000 sq.ft. (<u>+</u> 5%) : 10	10	
		Beyond range : 0		
2	Premises location	On Main road : 10 Others : 0	10	
3	Distance from existing Branch	Within 0.5 km: 05 >0.5 km: 0	05	
4	Frontage	>= 40 feets = 10 >= 30 feets = 05 < 30 feets = 00	10	
5	Building structure	Frame structure : 5 Load Bearing : 00	05	

6	Parking space (Allotted Parking)	 Having Ground Floor parking: 10 Having cellar/ basement parking: 05 Others: 00 	10	
7	Age of building	 Newly constructed within 01 year : 10 Constructed within 01-05 years : 05 Building older than 05 years : 00 	10	
8	Surrounding of building	Adequate natural light and ventilation: 05 Insufficient/ less Natural Light and ventilation: 0	05	
9	Quality of construction, finishing etc.	1. Excellent : 05 2. Average: 02	05	
10	Ambience, convenience and suitability of premises from Business point of view, as assessed by Premises Selection Committee	As assessed by Premises Selection Committee	30	
	Total		100	

Example for evaluation of proposals:

The example to calculate most successful bidder based on marks given on each of the above parameters is as follows:

Total marks 100.

Three premises short listed- A, B, & C.

They get following marks

A-78; B-70; C-54

Convert them to percentiles

A: (78/78)*100=100

B: (70/78)*100 =89.74

C: (54/78)*100=69.23

Now that technical bids are evaluated, financial bids can be opened.

Financial quotes for three premises are as follows:

A: Rs 70 per sqm for Floor area

B: Rs 60 per sqm for Floor area

C: Rs 50 per sqm for Floor area

As C is lowest, to work out percentile score, following will be the calculation:

C: (50/50)*100 = 100

B:(50/60)*100 = 83.33

A:(50/70)*100 = 71.43

Since proportion of technical to financial score is specified to be 70:30, then final scores will work out as follows:

 $A:(100 \times 0.70) + (71.43 \times 0.30) = 91.43$

 $B:(89.74 \times 0.70) + (83.33 \times 0.30) = 87.817$

 $C:(69.23 \times 0.70) + (100 \times 0.30) = 78.46$

Therefore, Most successful bidder shall be 'A' and Bank may invite 'A' for further negotiation.