



**STATE BANK OF INDIA**

**PREMISES & ESTATE DEPARTMENT, 9<sup>th</sup> FLOOR,  
LOCAL HEAD OFFICE, STATE BANK OF INDIA,  
KOLKATA- 700001.**

**PART – A : TECHNICAL BID**

**OUTRIGHT PURCHASE OF FREEHOLD LAND FOR CONSTRUCTION OF  
ADMINISTRATIVE OFFICE AND SBILD, SILIGURI**

**TENDER SUBMITTED BY:**

**NAME** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE** : \_\_\_\_\_

**“NO BROKERAGE WILL BE PAID”**

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**NOTICE INVITING TENDERS (NIT)**

State Bank of India (herein after referred to as 'SBI / the Bank'), having its Local Head Office at Kolkata, West Bengal invites sealed tenders in two-bid system (Technical bid and Price bid) from bona fide landowners / Power of Attorney (POA) holders for outright purchase of 3 acres to 4 acres free hold land for construction of its Administrative Office and SBILD, Siliguri. The property should be free from all encumbrances and the owner(s) must have clear and marketable title of the land proposed to be sold. The details are given below -

SI.No	Particulars	Details
1	Name of Work	<p>Outright purchase of free hold land for construction of its Administrative Office and SBILD, Siliguri within a radius of 20 km from Tenzing Norgay Bus terminus at the following areas:</p> <ul style="list-style-type: none"> <li>• Siliguri City &amp; Municipal Corporation area.</li> <li>• SJDA (Siliguri Jalpaiguri Development Authority) Jurisdiction area</li> <li>• Any other commercial area developed by State /Central Govt. agency.</li> </ul> <p>(Note: The area must have proper connectivity with Bagdogra Airport, NJP Railway station and Tenzing Norgay Bus Terminus with readily available public transport).</p>
2	Area of land	3 acres to 4 acres
3	Requirements	<p>Free hold land with clear and marketable title, undisputed, mortgage free, demarcated boundary, easily accessible, flood free area, connected by road of adequate width (Minimum 30 ft wide road), decent locality.</p> <p>The successful bidder shall be responsible for obtaining all requisite permissions, approvals, conversion, or clearances etc. relating to the use of the land for intended administrative/commercial purpose, at his own cost and responsibility (within a period of maximum 6 months after finalization of successful bidder).</p>
4	Availability of tender documents	On Bank's Website: <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a>
5	Last date and time for submission of queries for clarification	<p>The intended bidders may submit queries related to the tender, if any, up to 1700 hours on <b>09.03.2026</b> via email at <a href="mailto:agmpre.lhokol@sbi.co.in">agmpre.lhokol@sbi.co.in</a></p> <p>The clarification of the queries will be given in the pre bid meeting only. No other mode of communication will be applicable for the same.</p>
6	Pre-Bid Meeting (For clarification of queries)	<p><b>On 10.03.2026</b> at 1500 hours at the following venue-</p> <p>Premises &amp; Estate Department 9th floor "B" Block State Bank of India Local Head Office, Kolkata-700001</p> <p><b>Note</b> : Only written queries received via email within the stipulated date and time will be clarified in the pre bid meeting. Queries not related to the above tender or queries related to other subjects will not be considered for clarification.</p>

7	Last date and time for submission of tender	On or before 17.03.2026 up to 1500 hours
8	Tender submission place	In the tender box kept at Premises & Estate Department, 9th floor, Block-B, State Bank of India, Local Head Office, Kolkata- 700001
9	Date and Time of opening of Technical bid	On 17.03.2026 at 15:30 hours at Premises & Estate Department, 9th floor, Block-B, State Bank of India, Local Head Office, Kolkata- 700001. Intending bidders or their authorized representative may be present at the time of opening technical bid. However, the technical bid will be opened on the scheduled date and time even if no bidder or authorized representative is present at that time.
10	Date and time of opening of Price bid	The exact date and time will be intimated to the eligible bidders via email in due course after the site visit by the building committee.
11	Address for Communication	Asst. General Manager Premises & Estate Department 9th floor "B" Block State Bank of India Local Head Office, Kolkata-700001 Email: <a href="mailto:agmpre.lhokol@sbi.co.in">agmpre.lhokol@sbi.co.in</a>
12	Validity of offer	90 days from the date of opening of price bids
13	Submission of Tender	Tender to be submitted in two cover system as under – Cover -I : Technical bid Cover -II : Price bid <ul style="list-style-type: none"> <li>▪ Each envelop will be sealed separately and super scribed on the top as Cover-I (Technical Bid) and Cover-II (Price Bid).</li> <li>▪ Both the envelops will be again placed inside a third envelop and sealed. The Tender No. and name of the Tender will be written on the top of the third envelop. The name, address, mobile no. etc. of the owner will be clearly written on the reverse side of the third envelop.</li> </ul>

**TERMS & CONDITIONS :**

1. The tender will be submitted in sealed cover within the stipulated date and time at the specified venue.
2. **The Cover-I (Technical Bid-PART A)** will contain the following documents –
  - i. NIT with all tender documents duly signed by owner(s) / POA holder,
  - ii. Identity proof of owner / POA holder (Aadhaar card / Voter I.D card / Valid Indian Passport / Valid Indian Driving License),
  - iii. Xerox copy of Title Deed,
  - iv. Non encumbrance certificate for 30 years,
  - v. Xerox copy of Porcha,
  - vi. Xerox copy of up-to-date land revenue receipt (Khajana),
  - vii. Municipal documents and bills as applicable (water bills, property tax receipt, electricity bills etc.)
  - viii. Affidavit declaring clear title, free from pending litigation, family or succession dispute, not notified or affected by government acquisition proposals and undisputed possession of the land.
  - ix. Xerox copy of trace map issued by competent authority.
  - x. Printout of satellite image of the land (Google Map)
  - xi. Xerox copy of Power of Attorney (POA), if applicable.
  - xii. Any other relevant document

**Note: (a) Each document is to be self-attested by the owner(s) / POA holder  
(b) Each page of the NIT is to be signed by the owner(s) / POA holder**

3. **The Cover -II (Price Bid-PART B)** will contain the expected price of the land quoted by the bidder as per the attached format.  
**Note :** No document other than the Price Bid as per the attached format should be submitted in Cover-II.
4. **No conditions other than mentioned in the tender will be considered.**
5. SBI reserves their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
6. In case the date of opening of tenders is declared as a Bank holiday, the tenders will be opened on the next working day at the same time and venue.
7. Canvassing in any form will disqualify the bidder.
8. **No brokerage will be paid to any broker.**
9. Addendum / Corrigendum, if any, will be published on Bank's website only. No newspaper publication in this regard will be made. Intending bidders should keep visiting the Bank's website ([www.sbi.co.in](http://www.sbi.co.in)) for any Addendum / corrigendum published by the Bank.

Sd/-

**Asst. General Manager  
Premises & Estate Department  
9th floor "B" Block  
State Bank of India  
Local Head Office, Kolkata -700001**

## **INSTRUCTIONS TO BIDDER**

This Tender document is not an offer by the Bank, but an invitation to receive offers from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract / sale deed is signed and executed by duly authorized official(s) of the Bank with the Successful Bidder as per the applicable law in this regard.

### **1. Purpose:**

Outright purchase of free hold land measuring 3 acres to 4 acres for construction of its Administrative Office and SBILD, Siliguri.

### **2. Invitation:**

Bona fide landowners, either themselves or through their duly constituted Power of Attorney (POA)/Authorized Persons (in case of non-individuals), who own and are desirous to sell their land as per requirements provided in this Notice Inviting Tenders are invited to submit their technical and commercial Bids / Proposal in response to this Notice Inviting Tender. The criteria and the process of evaluation, shortlisting of offers and selection of the Successful Bidder will be entirely at the Bank's discretion and will be binding on the bidders. Person who owns land parcels that are matching to the Bank's requirements mentioned in this Notice Inviting Tender may submit their bids in terms of this Notice Inviting Tender. If the landowner wants to participate in the tender through their POA holder, then a **scanned** / copy of the POA duly stamped and registered/notarized has to be submitted in the technical bid (cover-I).

### **3. Definitions:**

The following terms shall be used interchangeably in the tender document and interpreted as indicated below:

**'SBI / Bank'** means State Bank of India, having its Local Head Office at 1, Strand Road, Kolkata-700001 and includes its representatives, successors and assigns.

**'Competent Authority'** means authority designated to exercise power of approval, sanction and acceptance concerning administrative, financial, and technical aspects of transactions done on behalf of the Bank.

**'IEM'** means Independent External Monitor appointed by the Bank to monitor entire tender process till final completion of the contract for compliance with the Integrity Pact by all the parties concerned in the contract.

**'Landowner / Bidder'** means a person submitting the Bid in response to this NIT for selling their land as required by the Bank situated as mentioned in NIT.

**'Tender / Bid / NIT'** means the written document and physical submission of response to this NIT.

**'Responsive Bid'** means a bid which conforms to all the terms and conditions of the tender Document in toto, without any deviation. Bids without signature of owner/POA/Authorized Person, or containing incomplete information, illegible documents, bids with cutting / overwriting / corrections etc. will not be treated as responsive bids and are liable for rejection.

**'Sale Agreement / Deed'** means the agreement executed and registered between the Bank and the successful Bidder, signed by the authorized representatives of parties, including all attachments and appendices thereto and all documents incorporated by reference therein by which conveyance of title takes place.

**'POA'/'Authorized Person'** means person (legal / natural) authorized by the landowner(s) to participate in the tender on their behalf. The POA duly stamped and registered / notarized must be submitted.

**'Land value / price'** means the amount in INR arrived after negotiation(s) and mutually agreed upon by both parties as stipulated in the letter conveying acceptance of the tender to the successful bidder by the Bank.

**'Month'** means calendar month.

**'Week'** means seven consecutive days starting from Monday.

**'Day'** means an English calendar day.

Where the context so requires, words imparting the singular will also include the plural and vice versa; and any reference to masculine gender shall include feminine gender and vice versa.

**4. Governing Language:**

The governing language shall be English.

**5. Disclaimer:**

- i) This NIT is not an offer by State Bank of India, but an invitation to receive offers/responses from the landowners willing to sell their land to SBI as per requirement given in the NIT.
- ii) The submission of the tender does not imply that the Bank is bound to accept a bid and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever.
- iii) The purpose of this NIT is to provide the Bidder(s) with information to assist preparation of their tender. This NIT does not claim to contain all the information each Bidder may require. Bidder should conduct his / her own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this NIT and where necessary obtaining dependent advice / clarifications from the Bank by sending email (email id: agmpre.lhokol@sbi.co.in) within the stipulated date prior to scheduled Pre-bid meeting. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT.
- iv) The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the NIT 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 information / statements contained in this NIT.
- vi) The Bidder is expected to examine all instructions, forms, terms, and specifications in this NIT. Failure to furnish all information required under this NIT or to submit a Bid not substantially responsive to this NIT in all respects will be at the Bidder's risk and may result in rejection of the Bid.
- vii) Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or decisions of selecting the successful bidder will result in the rejection of the bid.

#### 6. **Bid Integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the Bid without prejudice to other actions that the Bank may take. All the submissions, including accompanying documents, will become property of STATE BANK OF INDIA and the documents/drawings/copies of approvals etc. will not be returned to the Bidder under any circumstances.

**Integrity Pact:** Bidders shall note that the integrity pact as per Annexure – 'D' will have to be submitted by them along with the technical Bid and same will be valid for successful bidder for a period of 5 years after the last payment under the respective contract and for all other Bidders 6 months after the Letter of Intent (LOI) has been issued and accepted by successful bidder.

In accordance with the compliance of adoption of Integrity Pact (As per CVC order No.41/12/07) Bank has appointed undernoted Independent External Monitor (IEM) to monitor and review the entire tendering and procurement process. The detail of the IEM are as under:

NAME	<b>Smt. Rashmi Verma</b>	<b>Shri Satyajit Mohanty</b>
CADRE	IAS(Retd.)	IPS(Retd.)
E-mail ID	<a href="mailto:rashmi.naveenverma@gmail.com">rashmi.naveenverma@gmail.com</a>	<a href="mailto:satyajitmohanty88@gmail.com">satyajitmohanty88@gmail.com</a>
Mobile	9810735544	9437110622

They will review independently and objectively whether and to what extent both parties have complied with their obligation under Integrity Pact.

#### 7. **Eligibility Criteria:**

This Bid is open to all Bidders who are desirous of selling their hold land to the Bank measuring 3 acres to 4 acres at areas as mentioned in NIT.

#### 8. **Clarifications & Amendments on NIT:**

- i) Bidder requiring any clarification on NIT may notify the Bank by e-mail (email id: [agmpre.lhokol@sbi.co.in](mailto:agmpre.lhokol@sbi.co.in)), within the time and date stipulated in the NIT. No queries shall be entertained on telephone calls / other mode of communication.
- ii) A Prebid meeting for clarification of the written queries received by the Bank will be held on the date, time and venue specified in the NIT which may be attended by the Bidder / POA holder.

- iii) The Bank reserves the right to amend, rescind or reissue the NIT, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own **initiative** in response to a clarification requested by a prospective Bidder, may modify the NIT, by amendment which will be made available to the Bidders by way of corrigendum/addendum published in the Bank's website ([www.sbi.co.in](http://www.sbi.co.in)). The interested parties/Bidders are advised to check the Bank's 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. The 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 any clarification(s) and / or amendment(s) into account. Nothing in this NIT or any addenda/corrigenda or clarifications issued in connection thereto is or will be, as the case may be, intended to relieve Bidders from forming an independent understanding in respect of the matters addressed in this NIT or any addenda/corrigenda or clarifications issued in connection thereto.
- iv) No request for change in terms and conditions, other than what may be carried by the Bank by way of any addenda / corrigenda or clarifications issued in connection thereto, will be entertained. Queries in this regard, will not be entertained.
- v) Bank will not be responsible for non-receipt of bids within stipulated time and dates due to any reasons including postal / courier delay or holidays.
- vi) The Bank shall have the right to cancel the tender process at any time prior to award of contract, without thereby incurring any liabilities to affected bidders.
- vii) Any changes in NIT including amendments in bid submission dates, corrigendum will be posted on Bank's website ([www.sbi.co.in](http://www.sbi.co.in)). No notice / communication in this regard will be done through print media additionally.

**9. Contents of Bid Document:**

All the parts of this tender document, i.e., NIT, Terms & conditions, Instructions to the Bidders, Technical and Price bid, Annexures, enclosures etc. shall constitute part of the contract document.

- i) The Bidder must thoroughly study / analyze and properly understand the contents of this NIT, its meaning and impact of the information contained therein.
- ii) Failure to furnish all information required in this NIT or submission of Bid not responsive to this NIT in any respect, will be at the Bidder's risk and responsibility and the same may result in rejection of its Bid.
- iii) All the required documents should be signed by the landowner. The person(s) signing the bid shall sign all pages of the bid. The bidder must submit a copy of Power of Attorney, duly stamped registered / notarized, if applicable.
- iv) The information / documents provided by the Bidders in response to this NIT will become the property of the Bank and will not be returned. Incomplete information in Bid document will lead to cancellation of the bid.
- v) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and the Bids are generally in order.
- vi) Bidders will submit copies of the supporting documents regarding the nature of right over the land, status and ownership of the land, details of title over the land etc. Bank may at its own discretion obtain Title Investigation Report (TIR) through its panel advocate to verify the same prior to accept any bid/issue letter of intent.

- vii) The bidders are advised to offer their quotes in the format of price bid in Cover-II as per **Annexure – ‘G’**
- viii) The rate in the appropriate column of the Price bid (Cover-II) should be quoted in Indian Currency i.e Indian National Rupee (INR) only. **The rate should be negotiable also.**

**10. Availability of Bid Document:**

The Bid documents can be downloaded from the Bank's website ([www.sbi.co.in](http://www.sbi.co.in)) under SBI in the news>>>Procurement news.

**11. Bid Evaluation:**

All the offers received will be screened and shortlisted by the Bank based on the requirement specified and the details submitted by the bidder, if required by carrying out inspection of the offered plots which are prima facie found suitable. All such shortlisted offers will be further inspected and examined by the Building Committee constituted by the Bank and will be evaluated on the qualitative aspects in various parameters like location, distance from existing administrative of Office, distance from airport / railway station, ease of accessibility by public transport, land topography, exclusivity, surroundings, proneness to waterlogging / flood, environmental factors etc. However, the decision of the Building Committee in respect of evaluation of the bids will be final and binding on the bidders.

The evaluation of the bids will be done based on Techno-commercial parameters by assigning 70% weightage for technical bid and 30% weightage for price bid.

The discretion of Bank will be final and binding to all in respect of finalizing parameters on which technical bids will be analyzed.

The Bank reserves the right to accept or reject any or all the offer (s) or part of the offers without assigning any reasons thereof.

**12. Period of Validity of Bids:**

Bids shall remain valid for acceptance by the Bank for 90 days from the date of opening of Price bid.

**13. Acceptance of offer :**

- i) The Bank will notify the acceptance of offer by letter of intent (LOI) to the successful Bidder.
- ii) The Selected Bidder has to return the duplicate copy of the LOI to the Bank within 7 working days, duly accepted, stamped and signed as token of acceptance. The acceptance shall be unconditional and irrevocable.
- iii) The notification of award (LOI) and acceptance thereof shall constitute the formation of the contract.
- iv) Until the execution of a formal agreement / sale deed / title deed, the signed bid document, together with the Bank's notification of award (LOI) would constitute a binding contract between the Bank and the successful Bidder.
- v) The Bank reserves the right to stipulate, at the time of finalization of the deal any other document(s) to be enclosed as a part of the final deal.

**14. Execution of Agreement and Handing Over of Property:**

- i) The successful Bidder shall be required to enter into a Sale deed/Agreement as per format mutually approved by the Bank and the successful bidder, within 90 days of issue of LOI by the Bank or within such extended period as may be decided by the Bank.
- ii) The successful bidder shall be responsible for obtaining all requisite permissions, approvals, conversion or clearances etc. relating to the use of the land for intended administrative/commercial purpose, at his own cost and responsibility.
- iii) Expenses towards Stamp Duty and Registration Charges in connection with the execution of the Sale Agreement as a result of this NIT/BID DOCUMENT process shall be borne by the Bank. All incidental expenses, if any, in this regard other than stamp duty and Registration Charges are to be borne by the Bidder.
- iv) The successful bidder will hand over vacant and peaceful possession of the land with the execution and registration of the sale agreement / title deed.
- v) No dues (land revenue / municipality taxes / any other statutory taxes) shall be outstanding at the time of handover of the land by the successful Bidder. The documentary evidence of all receipts shall be submitted in this regard by the successful Bidder.

**15. The Bank's Right to Accept Any Bid and Reject Any or All Bids:**

Submission / receipt of the Bid does not constitute acceptance of the said offer by the Bank. The 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 award of contract/issue of letter of intent, without assigning any reason and/or incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action/assign any reason whatsoever of the Bank's action and decision of SBI in this regard shall be final and binding.

**16. Limitation of Liability:**

Under no circumstances the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising due to rejection of Bid/s/cancellation of the Bidding process. With regard to the liability of the Bidder, the limitation of liability shall not be confined only to loss suffered by the Bank arising out of fraud, misrepresentation or breach of confidentiality obligations perpetrated by the Bidder and, in such cases, the claim lodged (by the Bank) shall be equivalent to actual loss suffered by the Bank or as may be quantified/imposed or ascertained by a competent Authority (Statutory or Judicial).

**17. Indemnity:**

The Successful 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 the Bank's authorized/bona fide use of the land purchased/to be purchased from the Bidder under this NIT/BID DOCUMENT.

**18. Fraud & Corrupt Practices:**

The Bidder 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

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

- a. "Corrupt Practice" means
  - i. 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 of 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 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
  - ii. 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 land 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 property;
- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
- c. "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.
- d. "Undesirable practice" means 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.
- e. "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.

**19. Force Majeure:**

The Bidder or the 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 pandemic/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 the Bank within 15 days in writing of such conditions and any change thereof. Unless otherwise directed by the 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.

**20. Applicable Laws:**

The transactions shall be governed by Indian laws and subject to the exclusive jurisdiction of courts at Siliguri.

**21. Taxes & Duties:**

- i) The Bidder shall be liable to pay all statutory 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 (TDS): Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect 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.

**22. 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 for all purposes of this NIT 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 be arise out of 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: The Bidder shall promptly and timely obtain all such permissions, approvals etc., as may be necessary or required for any of the purposes of this NIT/BID DOCUMENT under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the effective time 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 regulatory authorities.

**23. Non-Disclosure Agreement:**

- i) The selected Bidder shall submit a signed Non-Disclosure Agreement (NDA), as per **Annexure –E** and be bound by it.
- ii) The Bidder shall treat all documents, information, data and communication received from the Bank as privileged and confidential and shall not disclose the details of Contract, or any provision thereof, or any information or data furnished by or on behalf of the Bank in connection therewith, without prior written consent of the Bank.

**BID COVERING LETTER**

The Asst. General Manager  
(Premises & Estate Department)  
State Bank of India,  
Local Head Office,  
Kolkata,  
Kolkata - 700001,

Dear Sir,

**TENDER FOR OUTRIGHT PURCHASE OF FREEHOLD LAND FOR CONSTRUCTION OF ADMINISTRATIVE OFFICE AND SBILD, SILIGURI**

1. I / We have read, examined and understood the above NIT/BID DOCUMENT, 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 NIT/BID DOCUMENT
2. While submitting this Bid, I / We certify that:
  - a. The undersigned is the bona fide owner of the land / POA holder authorized by the bona fide landowner and the necessary support document delegating this authority is enclosed to this letter.
  - b. Prices submitted by me / us have been arrived at without agreement with any other Bidder of this NIT/BID DOCUMENT for the purpose of restricting competition.
  - c. The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this NIT/BID DOCUMENT.
  - d. I / We have not induced or attempted to induce any other Bidder to submit or notto submit a Bid for restricting competition.
  - e. The rate quoted in the price bids are as per the NIT/BID DOCUMENT and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank,without any exception.
3. If our offer is accepted, I / We undertake to hand over the vacant and peaceful possession of the land to the Bank as specified in this NIT/BID DOCUMENT.
4. I / We agree to abide by all the terms and conditions of this NIT/BID DOCUMENT, and the price quoted therein by me / us for the land to be sold to the Bank will be valid up to the period prescribed in the Bid, which shall remain binding upon us
5. I / We certify that I / We have not made any changes from the contents of the NIT/BID DOCUMENT read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
6. It is further certified that the contents of our Bid are factually correct and that we have quoted our price in the stipulated format of the price Bid. I / We also accept that in the event of any information / data / proved to be incorrect,the Bank will have the right to disqualify us from the Bid.

7. We undertake that we would not disclose SBI's identity or requirement brief and the terms offered in this document or discussion hereafter in the open market or media or any third party.
8. 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.
9. If our Bid is accepted, I / We undertake to enter into and execute, when called upon by the Bank to do so, a sale deed / agreement as per the NIT/BID DOCUMENT and I / We shall be jointly and severally responsible for the due performance of the same.
10. We understand that 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).
11. We confirm that specific response with supporting documents in respect of all requirements of the Bank have been submitted as per NIT. The document which needs to be submitted in case we become successful bidder shall be submitted (as applicable) as per the terms of NIT.
12. Our Bid shall remain valid for 90 days from the date of opening of Price bid.

**(Signature of landowner)**

Name :

**(Signature of POA authorized to sign and Bid for and on behalf of.....)**

Name of POA holder :

Place:

Date:

**TECHNICAL BID FORM****TENDER FOR OUTRIGHT PURCHASE OF FREEHOLD LAND FOR CONSTRUCTION OF ADMINISTRATIVE OFFICE AND SBILD, SILIGURI**

<b>SN</b>	<b>Particulars</b>	<b>To be filled by bidder</b>
1	NIT No.	
2.	Status of bidder (Owner / Joint owner / POA holder)	
3	Name(s) of the Owner / Joint owner / POA holder	
4	Postal Address, mobile phone number and e-mail Id of bidder / owner	
5	Name of Contact Person duly authorized and his mobile phone number and e-mail Id	
6	Details of land offered for sale	<p>Location:</p> <p>Area of land (in Sqmt) : (LxB)</p> <p>Mouza:</p> <p>Sahar / Village :</p> <p>Dag No:</p> <p>Khatian No:</p> <p>Ward No:</p>
7	Holding type (Free hold / Lease hold / other)	

8	Status of mortgage, if applicable and details thereof	
9	Documents submitted (Self attested)	Please give details below
9.1	Identity proof of owner (Aadhaar card / Voter I.D card / Valid Indian Passport / Valid Indian Driving License)	
9.2	Xerox copy of Title Deed	
9.3	Non encumbrance certificate for 30 years	
9.4	Xerox copy of Porcha	
9.5	Xerox copy of up-to-date land revenue receipt (Khajana)	
9.6	Municipal documents and bills as applicable (water bills, property tax, electricity bills)	
9.7	Affidavit declaring clear title and undisputed possession	
9.8	Xerox copy of trace map issued by competent authority.	
9.9	Printout of satellite image of the land (Google Map)	
9.10	Xerox copy of Power of Attorney (POA), if applicable.	
9.11	Any other relevant document	

10	Present status of the land (Vacant / Fully or partly covered with building or other structures)	
11	Size of the land offered for sale (Length and Breadth)	
12	Boundary details of land	a) North : b) East: c) South: d) West:
13	Accessibility of the land (By pucca road / WBM Road / Katcha road / others)	
14	Proximity to river / stream / lake / waterbody	
15	Topography of land (Plain / Slopping / high land / low lying / hillock / others)	
16	Existing pond / ring well / borewell on the plot, if any	
17	Demarcation of boundary (Brick wall / Iron grill / Iron fencing / bamboo fencing / others)	
18	Occurrence of water logging during rainy season (Never / Rarely / Frequently / Always)	
19	Type of the neighborhood (Commercial / residential / institutional / mixed)	
20	<b>Distance of the land from Tenzing Norgay Bus Terminus (by road)</b>	
21	Distance of land from the airport	
22	Nearest Railway station and distance from the land	
23	Nearest Police Station and distance from the land	
24	Any landmark in the vicinity	

**UNDERTAKING FROM THE BIDDER**

I/We ( Name) \_\_\_\_\_

\_\_\_\_\_

hereby certify that I/we are the Land owners/duly constituted POA/Authorized Person of the land as described at (Address)

\_\_\_\_\_

and are legally entitled to sell the subject land. I / We declare that the information furnished above is true and correct.

**Signature of Landowner/Bidder**

I/We further declare, confirm, and undertake:

- (a) That the land described above and offered to sale has clear marketable title and the same is free from all encumbrances, charges, court cases, litigation and is free from any kind of dispute of any nature.
- (b) That the land will be delivered mortgage free, if mortgaged, at the time of registration.
- (c) 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.
- (d) That all the outgoing and other expenses will be borne by the Bank from the date of handing over of physical possession of the land or conclusion of the sale transaction, whichever is later. Any expenditure/expenses including arrears of taxes, charges etc. prior to the said date will be borne by me/us and shall keep the Bank indemnified. Stamp duty and registration charges will be borne by the Bank.
- (e) To furnish the up-to-date revenue receipt / municipality tax receipts / water bill / electricity bill and other statutory dues payable to the Govt. for which the entire payment will be made by me/us.
- (f) 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.
- (g) The tender documents downloaded from the Bank's website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
- (h) That all the terms and conditions specified in this Tender are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
- (i) That there is no mention of any financial details in the Technical Bid or anywhere else other than Price Bid, and that there are no technical and commercial conditions in the Price Bid.
- (j) That the following documents as per the requirement of the Bank or its solicitors will be provided:
  - Sale deed or any other title documents through which the land was purchased by me/us earlier.
  - All original chain of title documents pertaining to the land.
  - Receipt of payment of latest revenue receipt / Property tax / water tax / Electricity bill and any other charges.
  - Non-encumbrance Certificate and any other document required for effective transfer of ownership of the land to the Bank.

- Mortgage free certificate (if applicable) from the concerned Bank / FI
- (k) My/our offer is open for acceptance for a period of 90 days from the date of opening of Price Bid.
- (l) 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.

**Place:**

**Signature of Landowner/POA /Authorized Person**

**Date:**

**Name:**

**INTEGRITY PACT**

**FORMAT OF PRE-CONTRACT INTEGRITY PACT**

State Bank of Inida hereinafter referred to as “The Principal”.

And .....hereinafter referred to as “The Landowner/Bidder”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Landowner(s)/Bidder(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Landowner(s)/Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Landowner(s)/Bidder(s) the same information and will not provide to any Landowner(s)/Bidder(s) confidential/additional information through which the Landowner(s)/Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

1. The Landowner(s)/Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Landowner(s)/Bidder(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Landowner(s)/Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Landowner(s)/Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Landowner(s)/Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Landowner(s)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Landowner(s)/Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Landowner(s)/Bidder(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

e. The Landowner(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Landowner(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from tender process, termination of executed contract and exclusion from future contracts**

If the Landowner(s)/Bidder(s), before award or during execution of contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Landowner(s)/Bidder(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings” including termination of any ongoing contract.

**Section 4 : Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank **Guarantee**, if any.

**Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

1. The Landowner(s)/ Bidder(s) undertake(s) a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Landowners/bidders.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

**Section 7: Criminal charges against violation Landowner(s)/Bidder(s):**

If the Principal obtains knowledge of conduct of a Landowner(s)/Bidder(s), or of an employee or a representative or an associate of a Landowner(s)/Bidder(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor/Monitors:**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to SBI.

(3) The Landowner(s)/Bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Landowner(s)/Bidder(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to SBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensate on the same terms as being extended to / provided to SBI.

(8) If the Monitor has reported to SBI, a substantiated suspicion of an offence under relevant IPC/PC Act, and SBI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word "Monitor" would include both singular and plural. \

(10) The principal has appointed IEM for this Pact as per Central Vigilance Commission guidelines.

NAME	<b>Smt. Rashmi Verma</b>	<b>Shri Satyajit Mohanty</b>
CADRE	IAS(Retd.)	IPS(Retd.)
E-mail ID	<a href="mailto:rashmi.naveenverma@gmail.com">rashmi.naveenverma@gmail.com</a>	<a href="mailto:satyajitmohanty88@gmail.com">satyajitmohanty88@gmail.com</a>

### Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months ---- the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by SBI.

### Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction will be Siliguri.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Landowner/Bidder)

(Office Seal)

Place -----

Date -----

Witness 1: (Name & Address) \_\_\_\_\_

Witness 2: (Name & Address) \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT**

(Applicable To Successful Bidder Only)

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

- a. I / We shall treat all documents, information, data and communication of and with the Bank as confidential.
- b. I / We 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 to the Bank to any person other than the person(s) employed/designated by the Bidder for the purpose of performance of this NIT/BID DOCUMENT.
- c. Further, any such disclosure to any such person employed by me 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. I shall not, without the Bank’s prior written consent, make use of any document or information mentioned in these conditions of the NIT/BID DOCUMENT except for the sole purpose of performing this NIT/BID DOCUMENT.

.....  
(Signature, name and address of the successful Bidder)

Or

-----  
(Name and address of the successful Bidder’s representative duly authorized to sign on behalf of the Bidder)

**PRE-BID QUERY FORMAT**

(To be emailed to agmpre.lhokol@sbi.co.in)

SN	NIT Document Page No	NIT Document Clause No./ Heading	Details of Clause / Heading	Query

Annexure – 'G'

**PART-B****PRICE BID FORM**

COVER-II

**TENDER FOR OUTRIGHT PURCHASE OF FREEHOLD LAND FOR CONSTRUCTION  
OF ADMINISTRATIVE OFFICE AND SBILD, SILIGURI**

Details of land offered to sale (Mouza, Plot no/Dag No, Khatian No, ward no etc.)	Area in SQMT. (L x B)	Rate per SQMT. (Both in figures and in words) (INR)	Total Amount (INR)

**Note:-**

1. Rate is excluding stamp duty and registration charges
2. Rate is negotiable

**(Signature of landowner / POA/ Authorized Person)**

Name :

Place :

Date :