

TENDER ID	DEL202604001
START DATE	08.04.2026
END DATE	02.05.2026 up to 3 p.m.



STATE BANK OF INDIA

**PREMISES & ESTATE DEPARTMENT, 5TH FLOOR,
LOCAL HEAD OFFICE, STATE BANK OF INDIA,
11, PARLIAMENT STREET, NEW DELHI – 110001**

PART – A : TECHNICAL BID

**OUTRIGHT PURCHASE OF COMMERCIAL, FREEHOLD LAND PARCEL AT AGRA FOR
CONSTRUCTION OF STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD)**

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

DATE : _____

“NO BROKERAGE WILL BE PAID”

INDEX

Sr. No.	Title	Page No.
1	Notice Inviting Tenders	From 1 to 43
2	Instructions to Bidder	
3	Annexure - 'A' - Bid Covering Letter	
4	Annexure - 'B' - Technical Bid Form	
5	Annexure - 'C' - Undertaking from the Bidder	
6	Annexure - 'D' - Integrity Pact	
7	Annexure - 'E' - Non-Disclosure Agreement	
8	Annexure - 'F' - Pre-Bid Query Format	
9	Annexure - 'G' – Process Compliance Format	
10	Annexure - 'H' – Bank Guarantee Format	
11	Annexure - 'I' - Price Bid Form	

STATE BANK OF INDIA



PREMISES & ESTATE DEPT., 5TH FLOOR,
LOCAL HEAD OFFICE, D-BLOCK
11, SANSAD MARG, NEW DELHI – 110001

Phone No. [011-23407350/51/60](tel:011-23407350/51/60), e-mail: agmpre.lhodel@sbi.co.in

REQUEST FOR PROPOSAL (RFP) FOR OUTRIGHT PURCHASE OF COMMERCIAL, FREEHOLD LAND PARCEL AT AGRA FOR CONSTRUCTION OF STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD)

State Bank of India intends to **outright purchase of commercial, free hold land parcel of 1.5 Acre (+/- 25% variation shall be acceptable) at Agra within the Inner Ring Road and under the jurisdiction of Agra Development Authority (ADA) for construction of its State Bank Institute of Learning and Development (SBILD)**. For further details, please log on to our website <https://sbi.bank.in/web/sbi-in-the-news/procurement-news>. Last date for receipt of completed application form in the prescribed format from bona fide owners / Power of Attorney (POA) holders / builders / Organization at the aforesaid address will be **up to 1500 Hrs. on 02.05.2026**. The bank reserves the right to accept or reject any or all applications without assigning any reason thereof. The addendum/corrigendum (if any) will be published on the Bank's website only.

No brokers please.

Sd/-

Asst. General Manager (P& E)

Date : 08.04.2026

NOTICE INVITING TENDERS (NIT)

State Bank of India (herein after referred to as 'SBI / the Bank'), having its Local Head Office at 11, Parliament Street, New Delhi invites sealed tenders in two-bid system (Technical bid and Price bid) from bona fide owners or through their authorized Power of Attorney (POA) holders for **outright purchase of commercial, free hold land parcel of 1.5 Acre (+/- 25% variation shall be acceptable) at Agra within the Inner Ring Road and under the jurisdiction of Agra Development Authority (ADA) for construction of State Bank Institute of Learning and Development (SBILD)**. The property should be free from all encumbrances, and the owner(s) must have clear and marketable title of the premises proposed to be sold. The details are given below -

S.No	Particulars	Details
1	Name of Work	Outright purchase of commercial, free hold land parcel of 1.5 Acre (+/- 25% variation shall be acceptable) at Agra within the Inner Ring Road and under the jurisdiction of Agra Development Authority (ADA) for construction of its State Bank Institute of Learning and Development (SBILD)
2	Plot Area	1.5 Acre (+/- 25% variation shall be acceptable)
3	Requirements	Commercial, Free hold 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. The successful bidder shall be responsible for obtaining all requisite permissions, approvals, conversion, NOC or clearances etc. relating to the use of the land for intended purpose, at his own cost and responsibility within a period of maximum 6 months from the date of Letter of Intent (LOI).
4	Time allowed for Handing over the possession	Within 6 Months (180 Days) from the date of Letter of Intent (LOI)
5	Earnest Money Deposit (EMD) - Refundable	₹2,00,000.00 (Rupees Two Lakh Only) by means of Demand Draft from any Scheduled Commercial Bank drawn in favor of SBI and payable at New Delhi.
6	Security Deposit (SD)	For the successful bidder, total security deposit shall be 5% of the contract value which is inclusive of EMD.
7	Date of issue of tender documents (Technical Bid & Price Bid) on the Bank's website	08.04.2026 to 02.05.2026 Bank's website https://bank.sbi/web/sbi-in-the-news/procurement-news and Tender Portal: www.tenderwizard.com/SBIETENDER

8	Last date and time for receipt of written queries for Clarification from bidders for Pre-bid meeting.	16.04.2026 at 05.00 PM (Bid Queries to be sent to agmpre.lhodel@sbi.co.in only) Note : 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.
9	Pre-Bid Meeting (For clarification of queries)	17.04.2026 at 11:00 AM (Max. two representatives with authorization letter, per bidder will be allowed to participate) Pre-Bid queries, if any, will be posted on Bank's website before 20.04.2026 .
10	Last date & time for submission of EMD & tender documents	02.05.2026 by 03:00 PM at Service Provider's portal www.tenderwizard.com/SBIETENDER . 1. The signed Technical bid should be submitted online as well as in hard copy in sealed envelope. 2. The Price Bid - PART B should be submitted in online mode only.
11	Date and Time of opening of Technical bid	On 02.05.2026 at 15:30 hours at the address mentioned at S.No. 13. 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.
12	Date and time of opening of Price bid	The exact date and time of opening of online price bids will be intimated to the eligible bidders via email in due course after the site visit by the Price Inspection cum Price Negotiation committee (PIPNC).
13	Address for Communication, submission of tender documents & EMD and opening of tenders	Asst. General Manager Premises & Estate Department 5 th floor, "D" Block State Bank of India Local Head Office, 11, Parliament Street, New Delhi - 110001 Email: agmpre.lhodel@sbi.co.in
14	Priority	Priority will be accorded to property offered / disposed off by the Public Sector Banks / Undertakings or Government Departments. In case, Bank receives any offer from above organization at any stage of the tendering process, Bank may at its discretion reject any offer without assigning any reason whatsoever.
15	Techno-Commercial Evaluation	For Techno-Commercial Evaluation, 70% weightage shall be given to 'Percentile Technical Score' and 30% weightage shall be given to 'Percentile Commercial Score'. Both the scores after giving the said weightage shall be added together to arrive at the

		'Techno-Commercial Score' of each bidder. The bidder which gets highest points / marks in Techno-Commercial Evaluation (points obtained in technical and commercial bid put together) done as per 'Criteria of Techno-Commercial Evaluation' described in these tender documents, will be declared as the prospective bidder for further decision by the Bank for the outright purchase.
16	Validity of offer	180 days from the last date of submission of bids.
17	Defects Liability / Warranty period	1-year from the date of actual handover of the land parcel to the Bank.(A sum equivalent to 5 % of the total contract value shall be deposited as Security Deposit and shall be retained as Retention money.)
18	Liquidated Damages	As per Clause no. 26 of this tender document.

TERMS & CONDITIONS

1. The tender will be submitted in sealed cover within the stipulated date and time at the specified venue. Late tenders shall be summarily rejected, and the Bank shall not be responsible for delay due to postal/courier services.
2. The Bidder shall submit the original EMD and complete tender documents along with the enclosures/annexures with all supporting documents such as large size drawings, certified copies of statutory approvals, original copies of Title Investigation Report, etc. and in serial order duly indexed & containing all pages duly filled & signed sealed in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the tender and name and address of the Bidder.
3. It is mandatory for all the bidders to have Class-III Digital Signature Certificate (DSC) in the name of person who will sign the bid, from any of the licensed certifying agency to participate in this tender. DSC should be in the name of the authorized signatory. It should be in corporate capacity i.e. in Bidder capacity for uploading the bid online.
4. Bidder shall Download the entire Technical Bid to get acquainted with the terms and conditions and shall upload compulsorily all the pages of the complete technical bids with all supporting documents without fail in the e-tendering portal after putting the signature with date and seal as acceptance of all terms & conditions. Failing to upload as stated above will lead to the tender being rejected.
5. Bidder (s) should prepare and submit their online bids well in advance before the prescribed date and time to avoid any delay or problem during the submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the bidder (s) during the submission of online bids.

6. **The 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. Photocopy copy of Title Deed
 - iv. Non encumbrance certificate for 30 years
 - v. Photocopy copy of Jamabandi / Mutation and cancelled Jamabandi / Mutation
 - vi. Photocopy 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 and undisputed possession of the premises
 - ix. Photocopy of trace map issued by competent authority.
 - x. Printout of satellite image of the premises (Google Map)
 - xi. Photocopy of Power of Attorney (POA), if applicable.
 - xii. Photocopy of commercial conversion certificate
 - xiii. Photocopy of the approved Municipal/Authority Map (in case of ready built/under-construction premises)
 - xiv. Any other relevant document

Note: (a) Each document is to be self-attested by the owner(s) / POA holder.

7. No conditions other than mentioned in the tender will be considered. Conditional bids shall be rejected.
8. 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. The decision of the Bank shall be final and binding in this regard.
9. 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.
10. Canvassing in any form will disqualify the bidder.
11. **No brokerage will be paid to any broker.**
12. 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) for any Addendum / corrigendum published by the Bank.
13. 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.

14. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s Antares Systems Limited, 'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, India, For e-Tendering Shri Kushal Bose (9674758719) and Shri. Abhay Kumar (9708966660) can be contacted on the given numbers
15. Tenders received without EMD in original shall be summarily rejected and Online Price Bids of such tenders shall not be opened.

Sd/-

Asst. General Manager

Premises & Estate Department

5th floor, "D" Block, State Bank of India

Local Head Office, 11, Parliament Street, New Delhi – 110001

INSTRUCTIONS TO BIDDER

1. Purpose:

Outright purchase of commercial, free hold land parcel of 1.5 Acre (+/- 25% variation shall be acceptable) at Agra within the Inner Ring Road and under the jurisdiction of Agra Development Authority (ADA) for construction of its State Bank Institute of Learning and Development (SBILD).

2. Invitation:

Bona fide owners, either themselves or through their duly constituted Power of Attorney (POA) / Authorized Persons(in case of non-individuals) / builders / Organization, who own premises matching Bank's requirement and are desirous to sell their premises 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 premises 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 owner wants to participate in the tender through their POA holder then a **Photocopy** copy of the POA duly stamped and registered 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 11, Parliament Street, New Delhi - 110001 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 premises as required by the Bank situated in Agra within the jurisdiction of Agra Development Authority.

'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. Further, the POA shall be duly registered and stamped and should specifically authorize sale of property along with proof of subsistence.

'Value / price of premises' 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 premises 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 obtain independent advice / clarifications from the Bank by sending email (email id: agmpne.lhoguw@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 under noted Independent External Monitor (IEM) to monitor and review the entire tendering and procurement process. The detail of the IEM are as under:

NAME	Smt. Rashmi Verma	Shri Satyajit Mohanty
CADRE	IAS(Retd.)	IPS(Retd.)
E-mail ID	rashmi.naveenverma@gmail.com	satyajitmohanty88@gmail.com
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 commercial, free hold land parcel to the Bank as per the criterion mentioned in the Notice Inviting Tender (NIT).

8. Clarifications & Amendments on NIT:

i) Bidder requiring any clarification on NIT may notify the Bank by e-mail (email id: agmpre.lhodel@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). 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 assigning any reasons and, 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). 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 premises, status and ownership of the premises, details of title over the premises 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 – 'I'

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) 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 as enumerated in the table for techno-commercial evaluation. 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 will obtain premises sale permission from the Govt. authority at the appropriate time and all expenses for the same will be borne by the successful bidder.
- 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 premises 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/losses 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 maybe quantified/imposed or ascertained by a competent Authority (Statutory or Judicial).

17. Indemnity:

The Successful Bidder / Seller shall irrevocably and unconditionally indemnify, defend and hold harmless the Bank, its successors and assigns, and its officers, employees, directors and representatives from and against any and all losses, damages, liabilities, claims, demands, actions, proceedings, costs and expenses (including attorney's fees and legal expenses) whatsoever, whether direct or indirect, arising out of or in connection with:

- a) any defect in or challenge to the title, ownership or marketability of the property.
- b) existence of any encumbrance, charge, lien, mortgage, tenancy, easement, litigation, attachment, statutory liability or third-party right affecting the property at the time of submission of bid or execution of Sale Deed.
- c) any misrepresentation, suppression of material facts, fraud or submission of false, forged or misleading documents by the Bidder.
- d) non-payment of any land revenue, property tax, municipal dues, electricity/water dues, or any other governmental or local authority dues pertaining to the period prior to handing over possession to the Bank.
- e) any other claim arising out of property.

The Successful Bidder/Seller further agrees that:

- i) This indemnity shall be continuing, absolute and unconditional and shall survive the execution and registration of the Sale Deed without limitation of time.
- ii) The Bank shall be entitled to recover from the Seller the full extent of any loss suffered, including refund of entire sale consideration along with registration charges and incidental expenses, in the event of any material defect in title.

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 premises 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 and Jurisdiction:

The contract shall be governed by Indian laws and the courts situated at New Delhi shall have exclusive jurisdiction in case any disputes arises between the parties.

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 should 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.

24. Structural Stability Certificate

The bidder shall submit the Certificate from the approved structural engineer about the structural stability of the building. The Certificate also state that the construction is in accordance with the prevalent building codes, Energy conservation building codes/standards and is safe and strong/stable. The designs used are in conformity with the established standards.

25. OWNERSHIP OF DOCUMENTS & DATA

1. In the event of awarding the contract to the successful bidder, the chain of title of Ownership, patent rights, legal rights of the documents/drawings/blue-prints etc, prepared by or for the Bidder arising out of or in connection with this Contract shall vest with Bank and the successful bidder shall relinquish the rights associated with those documents/drawings/blue-prints etc.
2. Forthwith upon expiry or earlier termination of this tender and at any other time on demand by the Bank, the Bidder shall deliver all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Bank at no additional cost.
3. The Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such documents.

26. Liquidated Damages

In case of default in handing over premises to the Bank within the stipulated period / Authorized extended period, if any, liquidated damages 0.5% of the agreed contract value for delay of each week or part thereof subject to a maximum of 5% of the agreed contract value will be charged to the successful bidder by the Bank. Once the maximum deduction is reached, the Bank may resort to available legal remedies which may include termination of the LOI.

27. Defect Liability Period

A sum equivalent to 5 % of the total contract value deposited as Security Deposit shall be retained as Retention Money and shall be paid after the Defects Liability Period of 12 months (1 year) from the effective date of occupation/ possession, on rectification and making good all the defects noticed during the defects liability period, duly certified by the Bank's Engineer. If any defects are not rectified by the successful bidder, the same shall be carried out by Bank at the risk & cost of the

successful bidder and amount incurred shall be recovered from the retention money.

28. Measurement of Area

The plot shall be measured based on actual basis and the same would be subject to physical joint measurement to be carried out by the Bank and the successful bidder or its representative under their joint signature(s).

29. Schedule of Payments

The stages of payment will be as follows:

<p>i) On production of Bank Guarantee by a scheduled commercial Bank (except SBI), Bank may consider payment of 10% of contract value to the selected bidder, towards initial charges, statutory expenses after giving confirmation/ acceptance of LOI. Bidder shall execute Agreement for Sale as per the terms specified by the Bank, on receipt of 10% of the agreed contract value.</p>	<p>10.00% of agreed cost</p>
<p>ii) After obtaining all requisite permissions, approvals, conversion, NOC or clearances etc. relating to the use of the land for intended purpose, at his own cost and responsibility</p>	<p>85.00% of agreed cost</p>
<p>iii) At the time of handing over possession of Commercial, Free hold land parcel 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>cost</p>
<p>iv) On successful completion of Defects Liability Period (DLP) of One year to be measured from the date of occupation/possession and after rectification of all defects pointed out and certified by the Bank's Engineer. If any defects are not rectified by the successful bidder, the same shall be carried out by Bank at the risk & cost of the successful bidder and amount incurred shall be recovered from the retention money.</p>	<p>5.00% of agreed cost (Retention Money)</p>
<p style="text-align: center;">TOTAL</p>	<p>100% of agreed cost</p>

TECHNO COMMERCIAL EVALUATION PARAMETERS

(Please furnish supporting documents against each parameter)

Scoring of parameters on a scale of 0 (Lowest) to maximum marks (Highest)

S.No	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
1.	LOCATION PROFILE		15
	Distance from the Bus Station (ISBT Agra)	Upto 5 km – 10 marks From 5 km to 10 km – 5 marks Above 10 km to 15 km - 2 marks	10
	Width of the access road (Main gate entry road to be considered as access road)	If width \geq 15m – 5 marks If width \geq 9 m & < 15m – 2	5
2.	SOCIAL INFRASTRUCTURE		15
	Multispecialty Hospital	Upto 5 km – 5 marks From 5 km to 10 km – 2 marks	5
	Police Station	Up to 2.5 km – 5 marks 2.5 Km to 5 Km – 2 marks	5
	Fire Station	Up to 2.5 km – 5 marks 2.5 Km to 5 Km – 2 marks	5

S No	PARAMETER	REFERNECE RANGE	MAXIMUM MARKS
3	LAND PARCEL & BUSINESS PROFILE		70
a	Positioning of the Land Parcel	Land Parcel with all side access road – 15 marks Land Parcel with 3 side access road – 10 marks Land Parcel with 2 side access road – 5 marks	15
b	Frontage of the Land Parcel	If width \geq 45m – 15 marks If width \geq 30 m & < 45m – 10 marks	15
c	Suitability of the land parcel for Commercial needs (Assessment of suitability of premises shall be done by the PIPNC). Following factors may be considered: i) Condition of the land parcel / Look & feel / Site development ii) Size of the land parcel iii) Nearby surroundings iv) Suitability from security perspective v) Natural light and ventilation vi) Approach road vii) Risk of water logging viii) Facing/Orientation of the land parcel ix) Availability of public transport x) Availability of drains / sewer / water connections	(Max. Four Marks for each attribute)	40

Note: Only those offers which score **at least 60%** overall in technical evaluation shall be considered for opening of price Bid. Scoring for all the parameters below reference range will be zero. The scores awarded by the Bank as per scoring matrix shall be final and binding on all Bidders.

CRITERIA OF TECHNO-COMMERCIAL EVALUATION

The modality of Techno-Commercial Evaluation is explained herein under through an example in 3 steps

1. TECHNICAL EVALUATION

Suppose three properties are selected after site, namely S, T & U. the scores as per Table A are as under:

Sr. no.	Name of the Applicants	Technical evaluation Score	Technical Percentile (TP) (Formula: (Score of Current Applicant/ Maximum Score among the Applicant) X 100)
1	S	80	100
2	T	75	93.75
3	U	70	87.50

2. COMMERCIAL EVALUATION

Sr. No.	Name of the Applicants	Price quoted (Rate per sq.ft)	Price bid percentile (PP) (Formula: (Lowest Rate among the Applicants/ Rate of current Applicant) X 100)
1	S	2000	62.50
2	T	1500	83.33
3	U	1250	100.00

3. TECHNO-COMMERCIAL EVALUATION

For Techno-Commercial Evaluation 70% weightage shall be given to 'Percentile Technical Score' and 30% weightage shall be given to 'Percentile Commercial Score' as calculated above. Both the scores after giving the said weightage shall be added together to arrive at the 'Techno-Commercial Score' of each bidder. The bidder / Architectural Consultancy Firm whose Techno-Commercial Score is highest shall be considered for awarding the contract.

The example is given as under :

Sr. No.	Name of the Applicants	Technical Percentile (TP)	Price bid percentile (PP)	Combined percentile [(TPx70%)+(PPx30%)]	Final Score	Rank
1	S	100	62.50	$(0.7 \times 100) + (0.3 \times 62.50)$	88.75	H3
2	T	93.75	83.33	$(0.7 \times 93.75) + (0.3 \times 83.33)$	90.62	H2
3	U	87.50	100.00	$(0.7 \times 87.50) + (0.3 \times 100)$	91.25	H1

The 'Techno-commercial Score' of bidder 'U' is highest in the above example; therefore, the bidder 'U' shall be considered for the outright purchase.

BID COVERING LETTER

The Asst. General Manager
(Premises & Estate Department)
State Bank of India,
Local Head Office,
New Delhi – 110001

Dear Sir,

TENDER FOR OUTRIGHT PURCHASE OF FREEHOLD LAND PARCEL AT AGRA FOR CONSTRUCTION OF STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD)

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

1. While submitting this Bid, I / We certify that:

- a. The undersigned is the bona fide owner of the premises / 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.

2. If our offer is accepted, I / We undertake to hand over the vacant and peaceful possession of the premises to the Bank as specified in this NIT/BID DOCUMENT.

3. 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 premises to be sold to the Bank will be valid up to the period prescribed in the Bid, which shall remain binding upon us

4. 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.

5. 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.

6. 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.
7. 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.
8. 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.
9. 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).
10. 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.
11. Our Bid shall remain valid for 90 days from the date of opening of Price bid.

(Signature of owner)

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 PARCEL AT AGRA FOR CONSTRUCTION OF STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD)**

SN	Particulars	To be filled by bidder
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 premises offered for sale	Location: Plot area (in Sqft) : (as per land deed) Address:
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	Photocopy copy of Title Deed	
9.3	Non encumbrance certificate for 30 years	
9.4	Photocopy copy of Jamabandi / Mutation and cancelled Jamabandi / Mutation	
9.5	Photocopy 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	Photocopy copy of trace map issued by competent authority.	
9.9	Printout of satellite image of the premises (Google Map)	
9.10	Photocopy copy of Power of Attorney (POA), if applicable.	
9.11	Any other relevant document	

10	Present status of the premises (Vacant / Fully or partly covered with building or other structures)	
11	Size of the premises offered for sale	
12	Boundary details of premises	a) North : b) East: c) South: d) West:
13	Accessibility of the premises (By pucca road / WBM Road / Katcha road / others)	
14	Proximity to river / stream / lake / waterbody	
15	Topography of land on which the premises is situated (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 <i>Jeora</i> / others)	
18	Occurrence of water logging during rainy season (Never / Rarely / Frequently / Always)	
19	Type of the neighborhood (Commercial / residential / institutional / mixed)	
20	Distance of the premises from SBI Administrative Office, AGRA	
21	Distance of premises from the airport	
22	Nearest Railway station and distance from the premises	
23	Nearest Police Station and distance from the premises	
24	Any landmark in the vicinity	

UNDERTAKING FROM THE BIDDER

I/We (Name) _____

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

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

Signature of owner / POA

I/We further declare, confirm, and undertake:

- (a) That the premises described above and offered to sale has clear marketable title and the same is free from all encumbrances, charges, liens, easements, tenancy rights, attachments or third-party interests, revenue proceedings, court cases, litigation and is free from any kind of dispute of any nature.
- (b) That the premises 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 premises 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.
- (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. Any alteration detected shall render the bid liable for rejection.

- (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 / premises was purchased by me/us earlier.
 - All original chain of title documents pertaining to the premises.
 - 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 premises to the Bank.
 - Mortgage free certificate (if applicable) from the concerned Bank / FI
 - Approved layout plan of the property.
 - Land use conversion certificate/order.
 - Completion/Occupancy Certificate (if constructed).
 - RERA Compliance Certificate (if required).
 - Any other required documentation as suggested by Bank's Advocates.
- (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 owner / POA

Date:

Name:

INTEGRITY PACT

FORMAT OF PRE-CONTRACT INTEGRITY PACT

State Bank of India 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 forThe 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 if 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	Smt. Rashmi Verma	Shri Satyajit Mohanty
CADRE	IAS(Retd.)	IPS(Retd.)
E-mail ID	rashmi.naveenverma@gmail.com	satyajitmohanty88@gmail.com
Mobile	9810735544	9437110622

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Landowner 10 months after the last payment under the contract. 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 Delhi
- 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 owner / POA)

(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.lhodel@sbi.co.in)

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

ANNEXURE G – PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's head and sign, stamp before emailing)

To,
Antares Systems Limited
'Honganasu', #137/3, Bangalore Mysore Road,
Opp. to Metro Pillar #P-696, Kengeri, Bengaluru –
560 060, India

TENDER FOR OUTRIGHT PURCHASE OF FREEHOLD LAND PARCEL AT AGRA FOR CONSTRUCTION OF STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD)

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price within 24 hours of the completion of the e-tendering in the format as requested by SBI/ANTARES SYSTEMS LIMITED.
- 7) We, hereby confirm that we will honor the Bids placed by us during the e-tendering process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on kushal.b@antaressystems.com

ANNEXURE H – FORMAT OF BANK GUARANTEE IN LIEU OF EMD

(Issued by Indian Nationalized Bank other than SBI)

Dated :- _____

To,
The Assistant General Manager (P&E),
State Bank of India, 5th floor,
Premises & Estate Department, LHO
11, Parliament Street, New Delhi - 110001

EMD BANK GUARANTEE FOR OUTRIGHT PURCHASE OF COMMERCIAL, FREEHOLD LAND PARCEL AT AGRA FOR CONSTRUCTION OF STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD)

B.G.No. _____

Value Rs. _____

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Local Head offices at other State capital cities in India has invited Request for the captioned purpose for State Bank of India, as are set out in the Request for Proposal **DEL2026XXXXX** dated dd/mm/2026.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. _____ /-(Rupees _____ only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____ /-(Rupees _____ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. _____ /-(Rupees _____ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____ /-(Rupees _____ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ /-(Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding

on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before ____ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in New Delhi India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs..... /-
(Rupees.....only)

(b) This Bank Guarantee shall be valid upto

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of

Authorized official of the bank

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified

PART-B**PRICE BID FORM**

COVER-II

TENDER FOR OUTRIGHT PURCHASE OF COMMERCIAL, FREEHOLD LAND PARCEL AT AGRA FOR CONSTRUCTION OF STATE BANK INSTITUTE OF LEARNING AND DEVELOPMENT (SBILD)

Details of premises offered to sale	Rate per sq.ft. (Both in figures and in words) (INR)

Note:-

1. Rate is excluding stamp duty and registration charges
2. Rate is negotiable
3. Contract value shall be worked out based on final accepted rate per Sqft x actual area measured jointly subject to maximum of 1.5 acre (+/- 25 % variation shall be acceptable).

(Signature of owner / POA)

Name :

Place :

Date :