

BANK OF BARODA

**BARODA CORPORATE CENTRE
C-26, G- BLOCK, BANDRA KURLA COMPLEX,
BANDRA (E), MUMBAI – 400 051, INDIA**



TENDER DOCUMENT FOR

**Purchase of Residential Flats
in & around BKC, Mumbai**

LAST DATE OF SUBMISSION : 04.12.2018 at 03.00 PM.

Bank of Baroda
Baroda Corporate Centre, BKC, Bandra (East), Mumbai
Website : www.bankofbaroda.com

Bank of Baroda invites proposal / offers in two bid system for purchase of ready-to-move-in **(OC received Projects only)** residential flats in **RERA** registered projects from reputed builders / developers (brokers shall not be entertained) at the following location:

Sr. No.	Locations	Type & No. of Flats	Carpet Area (sq.ft.)
I	Bandra (East) – BKC to Kalanagar / Kalina	3 BHK – 10 Nos	1,200 - 1,400

* Carpet area variation will be $\pm 15\%$ subject to actual measurement. However, Bank reserves the right to modify the variation in size and quantity (upto 25%) as per requirement and responses. Applicable Registration, stamp duty, other statutory charges, and legal charges shall be additional on actual basis.

Tender forms and complete details are available on Bank's website www.bankofbaroda.com/tenders.aspx from **12/11/2018** to **04/12/2018**. Only the downloaded forms shall be accepted by the Bank.

Corrigendum/ Addendum, if any, shall be communicated through Bank's website only. Intending bidders are requested to visit Bank's website regularly, till last day of submission.

1. The tender documents complete in all respect may be dropped in tender box kept at the office of the General Manager & Head (FM, COA & DMS) at the address as under:

The General Manager & Head (FM, COA & DMS),
Bank of Baroda
1st Floor, Baroda Corporate Centre, G- Block,
Bandra Kurla Complex, Bandra (E), Mumbai- 400051.

The last date for submission of tender form is **04/12/2018 upto 03:00 p.m.**

2. If the owner/offeree have flats to be offered, at different locations, separate tender has to be submitted for each of location of the flats (un-scattered flats to be offered for each location). **Projects for which Occupancy Certificate is already received only need to apply against this advertisement.**

3. The complete tender documents (Technical Bid and Financial bid) in separate sealed envelopes, duly marked as "Technical Bid" and "Financial bid" are to be placed in a single cover superscribed "**Tender for Residential Flats in and around BKC, Mumbai (location to be mentioned)**" along with credentials like clear title certificate, Municipal /other competent authority's approval, sanctioned layout plans, etc. as mentioned in Technical Bid should be submitted.

4. The application has to be submitted in **three separate envelopes** as under:

(i) **Envelope marked as I: Technical Bid**, duly completed in all respects, be put in this

envelope and duly sealed. The envelope to be super scribed as “Technical bid for Residential flats in and around BKC, Mumbai. The EMD should also be kept in this envelope with technical bid.

- (ii) **Envelope marked as II: Financial bid** be put in this envelope and sealed. This envelope to be super scribed as “Financial bid for Residential flats in and around BKC , Mumbai. The envelope will be opened only if the offer is found suitable as per the criteria and parameters for selection for the purchase of flats. The date of opening will be intimated to the bidders separately.
- (iii) **Envelope marked as III: Master Envelope** - The above two sealed envelopes No. I (Technical Bid) & No.II (Financial Bid) be placed in envelope No.III (Master Envelope) and sealed (i.e. envelope marked as III, will contain two envelopes marked as (I & II). This envelope marked as No.III would be superscripted as “**Tender for Residential Flats in and around BKC, Mumbai.**”

Please Note: Location category (as outlined in the table on page 1) should be explicitly marked on the Master Envelope (No.III) to avoid confusion and misplacement.

5. The duly filled-in, signed, sealed and super scribed tender envelope must be dropped in the Tender Box placed at the above mentioned address.

6. The Technical Bid will be opened on **04/12/2018 at 3:30 p.m** at the above mentioned address in presence of the authorized representative of bidders/offerers (One representative from each company). All the bidders are advised in their own interest to be present on that date at the specified time. No separate intimation will be given in this regard. It is advised to the bidders’ representatives to carry/show the authority letter from their respective firm/s to attend the meeting for opening of Technical Bid as well as Financial bid (without authority letter the bidder would not be permitted to attend the meeting).

7. Bidder to submit duly signed Integrity Pact in proforma given in Tender document. Name of Independent External Monitor:

**Mr.Shirish Balakrishna Agarkar,
email:agarkar.bob1@gmail.com**

8. Bank reserves the right to reject any or all the tender/tenders without assigning any reasons whatsoever.

9. Offers from Brokers/ Intermediaries shall not be entertained. No brokerage will be paid. Canvassing in any form will lead to disqualification of the bid submitted.

10. All the offers received will be scrutinized and short listed by the designated Committee authorized for the purpose. Based on the required specification and details submitted by the bidders, a committee of officials will visit the offered sites for inspection / verification. The offerer should have sample flat in ready condition for the inspection of committee, immediately after opening of the ‘Technical Bid’ **(Photographs of sample flat should be attached with**

‘Technical bid’). All such short listed offers will be further inspected and examined by the Committee and will be further evaluated on the qualitative aspects on various parameters. The detailed list and marks assigned to each parameter are as under:

Sr No	Parameter	Maximum Marks
1	<u>Locational factor:</u> Offered property should be located in good residential locality & without any slums/ nalla around and in the vicinity of schools, hospitals, market places.	50
2	Distance from Corporate Office (BCC/BST) i) Up to two kms (Full marks) ii) More than two kms (0 marks)	15
3	Distance from highway / major city road i) Up to two kms (Full marks) ii) Two to five kms (8 marks) iii) More than five kms (0 marks)	15
4	Exclusivity and number of flats offered i) Wing wise exclusively (25marks) (Flats offered in a specific wing / block) ii) Situated in various wings of single residential complex (15 marks) (Flats offered in different wings / blocks)	25
5	Quality of construction, specification of internal fixtures / finishing items i) Excellent (30 marks) ii) Good (20 marks) iii) Average(10 marks)	30
6	Internal layout of flats and layout of building in complex (The lower the difference/ variation between the carpet area and the built-up area would be categorized under most suitable parameter. However, Bank reserves the right to modify the variation in size as per requirement and responses). i) Most suitable (25 marks) ii) Suitable (20 marks) iii) Good (15 marks) iv) Average (10 marks)	25
7	Additional Amenities i) Garden, Gymnasium, Swimming pool (10 marks) ii) Any two of sr.no. i) - (7 marks) iii) Any one of sr.no. i) – (3 marks) iv) None (0 mark)	10
8	Availability of car parking within the site i) Exclusive covered car parking (2 nos for each flat) - (Full marks) ii) Combination of covered and open parking (2 nos for each flat) - (10 marks) iii) Open car parking (2 nos for each flat) - (5 marks)	15

9	Society Maintenance Charges i) Less than Rs 8/- per Sqft of Carpet Area (Full marks) ii) Between Rs 8/- to Rs 15/- per Sqft of Carpet Area (10 marks) iii) More than Rs 15/- per Sq.ft of Carpet Area (5 marks)	15
	TOTAL	200

Minimum overall qualifying marks for above are **120 (>=60.00%)**.

Financial bids will be opened only if **minimum two technically qualified bidders** are short listed.

The various offers will be evaluated location wise and flats shall be purchased from the builders who score the highest marks in **CQCCBS** (Combined Quality cum Cost Based System) basis. If number of flats offered by H1 (highest marks scorer) is less than the requirement, then flats will be purchased by Bank from H2 for the balance quantity.

Bidders are advised to note that evaluation of the offers will be under Combined Quality cum Cost Based System (CQCCBS) basis. The methodology under this system shall be as under:-

- (i) Preliminary evaluation of the Technical bids will be done to ensure that the bidders fulfill the basic selection criteria as per detailed terms and conditions specified in the tender document.
- (ii) Thereafter, the technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.
- (iii) Qualifying marks obtained by each bidder will be intimated to him before opening of financial bid and will be allotted a weightage of 70% while the financial bids will be allotted weightage of 30%.
- (iv) The Financial bids of only those bidders who qualify technically by obtaining a minimum qualifying mark of 60.00% (i.e. 120 marks) in their technical evaluation, will be opened.
- (v) Financial bid of the bidder with the lowest price will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score inversely proportional to the marks obtained by them.
- (vi) The total score, both technical and financial, shall be arrived at by weighting the quality and cost scores and adding them up.
- (vii) On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the bidders securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined score and ranked as H-1 will be invited for discussions, if required, and shall be considered for accepting his offer. The formula for working out the combined score will be as follows:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T(w) stands for weightage for Technical score i.e 0.7

T(s) stands for Technical score evaluated

F(w) stands for weightage for Financial score i.e 0.3

F(s) stands for Financial score evaluated

An example, for reference and clarification purpose only, is given below:

Suppose there are three bidders (A, B & C) qualified based on the marks obtained / technical parameters and the marks obtained by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical bid	Rate quoted ` Per Sq.ft carpet area
A	80%	15000
B	70%	13500
C	75%	14000

For the purpose of evaluation, three bidders will be given scores as under:

Bidder	Technical score	Financial score
A	100	90
B	87.5	100
C	93.75	96.42

Total Score of the bidder will be as under:

$$A = 0.7 \times 100 + 0.3 \times 90 = 97 \text{ (H1)}$$

$$B = 0.7 \times 87.5 + 0.3 \times 100 = 91.25 \text{ (H3)}$$

$$C = 0.7 \times 93.75 + 0.3 \times 96.42 = 94.55 \text{ (H2)}$$

The order will be placed in favour of H1 after assessing the reasonability of the rates.

- It is observed from the above that bidder (A) is H1 bidder and order shall be placed to him.
- In case the H1 bidder (A) is unable to provide all the flats as per Bank's requirement, then Bank may purchase flats from H2, at its own discretion, at a rate agreed by H1 multiplied by proportionate marks obtained by H2 in technical evaluation.

$$\text{As per above example} = (\text{Rate of H1}) \times \frac{93.75}{100}$$

or the actual rate quoted by H2 in financial bid whichever is lower.

- Even after clubbing the total no. of flats provided by H1 & H2, if the total demand of bank is not covered then Bank, at its own discretion, may purchase flat from H3 at a rate of agreed rate of H1 multiplied by proportionate marks obtained by H3 in technical evaluation.

As per above example = (Rate of H1) x $\frac{87.5}{100}$

or the actual rate quoted by H2 in financial bid whichever is lower.

11. Earnest Money Deposit (EMD) : All the bidders shall be required to deposit an EMD @ `5,000/- (Rupees five thousand only) per flat towards all the flats offered for sale by the bidders by a demand draft in favor of Bank of Baroda, payable at Mumbai, **along with Technical Bid**. The Technical bid of the bidders who do not deposit such EMD shall not be opened and their offer shall stand automatically rejected. EMD will be forfeited if the bidders fail to honor the commitment in any manner. EMD of unsuccessful bidders will be returned (without interest) within 60 days of opening of financial bids. In case any of the bidder/ bidders fail to participate in the financial bid, the Bank shall have the right to proceed with the remaining bidder / bidders.

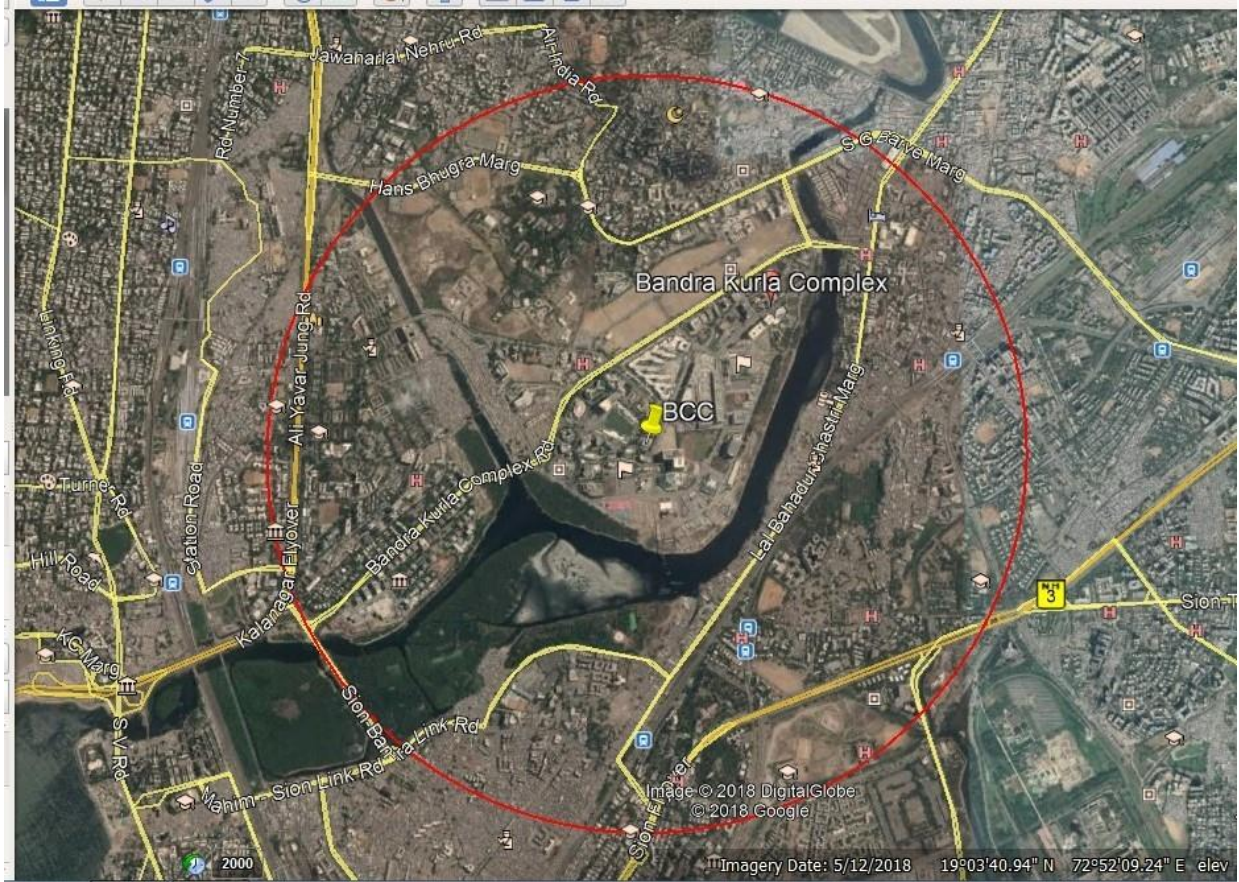
12. Penalty Clause: The Bank shall recover interest @ 2% per month of all the payments released (advance payment or after the scheduled date of payment) for delay, from the bidder's confirmed date, in giving possession of flats completed in all respect i.e, Occupation Certificate of local authority, permanent water connection, lifts and water pumps in operation, etc.

The tender consists of two parts i.e. Technical Bid including terms & conditions and Financial bid. Separate Technical Bid and Financial bid are to be submitted for each proposal. In case of similar type of flats in a building, only one proposal needs to be submitted mentioning the flat No., floor and carpet area. The Technical Bid and Financial bid should be sealed in separate envelopes.

For any clarification/query, contact numbers /E-mail are:

022-66985102/66985177,

em.bcc@bankofbaroda.com



Locational Perimeter – Within 2 Km radius of Baroda Corporate Centre, BKC. Buildings located beyond 2 Km radius need not apply against this notification

Other Terms and Conditions:-

- 1.1 The terms and conditions shall form part of the tender/bid to be submitted by the vendor to Bank of Baroda hereinafter termed as "Bank".
- 1.2 Tender/Bid document received by the Bank after due date and time i.e. after **04/12/2018** on **03:00 p.m** shall be rejected outright.
- 1.3 All columns in the tender document must be duly filled and no column should be left blank. "Nil" or "Not Applicable" should be marked where there is nothing to report. All the pages of the tender documents should be signed by the authorized signatory of the tenderer. Any over-writing or use of white ink should be duly authenticated by the tenderer. The Bank reserves the right to reject tenders which are incomplete or where information submitted is found incorrect.
- 1.4 The offer should remain valid at least for a period of four months (120 DAYS) from the date of opening of technical bids. During the validity period of the offer, the vendor should not withdraw / modify the offer in terms of price and other terms and conditions quoted in the Technical and Financial bids. In case, validity period needs to be extended for final shortlisted bidder, the same may be done, if both parties mutually agree. An undertaking to this effect should be submitted along with the Technical Bid.
- 1.5 Priority/preference will be given to the property/ies offered by PSU/ Banks/ Govt. departments being offered in exclusive buildings/ready built flats which are in advanced stage of completion where possession is possible within 6 months based on the weightage as per selection parameters.
- 1.6 Flats which are preferably available in one lot and construction *not more than 3 years old* would also be considered.
- 1.7 There should not be any deviations in the terms & conditions stipulated in the tender document. However, in the event of imposition of any other condition, which may lead to deviation with respect to the terms & conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking "list of deviations".
- 1.8 Canvassing in any form will automatically disqualify the offer.
- 1.9 Property should be situated in good residential area in specified locations with congenial surroundings and proximity to public amenities like railway station, bus stop, bank, market, hospitals, schools, post office, etc.
- 1.10 Offers of extended constructions/ retro-fitting over the existing buildings with external columns will not be considered.
- 1.11 Bank will not make any advance payment. Payment will be made by Account Payee cheque/pay order or RTGS/NEFT only as per the statutory guidelines.

- 1.12 The particulars of amenities provided / proposed to be provided inside the flat, building, complex should be furnished in the Technical Bid.
- 1.13 No brokerage will be paid.
- 1.14 **Carpet area:**
The carpet area would mean the usable carpet area at any floor level and includes
- All internal partitions, walls, columns, door jambs, bathrooms, toilets, kitchen and pantry.
 - 50% area of fully covered balconies excluding partially covered balconies, dry balconies, flower beds and common area outside the flat.
- 1.15 Joint measurement will be taken in the presence of bank officials and bidder / authorized representative for computing/finalizing the exact carpet area. In case of flats of different areas available per floor, if the average carpet area of all the flats on the floor is within the above mentioned cut off levels, Bank may consider the same. This is specially so as to get exclusive possession of entire wing / entire building. The total cost of the flats will be worked out on the basis of carpet area worked out during the joint measurement to arrive at the cost.
- 1.16 Technical Bids will be opened on **04/12/2018 at 03:30 p.m** at, Bank of Baroda, Facilities Management Deptt, 1st Floor, Baroda Corporate Centre, BKC, Bandra (E) Mumbai - 400 051 in the presence of the tenderers/ authorized representatives. All the tenderers are advised in their own interest to be present on the date at the specified time. No separate intimation will be given in this regard.
- 1.17 The short-listed properties will be visited by Bank Officials (committee) / empanelled valuers &/or Architect for assessing the valuation and to verify the quality of construction, materials used, etc. The vendors should cooperate and provide the requisite information / documentary proof to the visiting officials / Bank's approved valuers for verification.
- 1.18 The particulars of flat numbers floor-wise, wing, building name, etc. should be furnished in the Technical Bid. Details of measurements of the proposed flat offered should invariably be furnished in the Technical Bid.
- 1.19 The property offered should be free from encumbrances and have clear and marketable title. Adequate documentary evidence to this effect should be furnished along with the Technical Bid.
- 1.20 While furnishing the information in Technical Bid, full details of the items / materials used including the brand name, size, quantity, quality, etc. should be furnished for each and every item in the respective columns. In case of flooring, windows, doors, door shutters, etc. full particulars of quality of material used, thickness, size, brand name, etc. should be furnished. These details are subject to verification.

- 1.21 Plans duly approved by municipal authorities/competent authority/ CRZ etc. should be submitted along with the Technical Bid. Particulars of TDR used, if any, and the eligible FSI and FSI used, etc. are to be furnished in the respective column along with the requisite certificates issued by the competent authorities.
- 1.22 All the legal documents required by the Bank for verification of the clear & marketable title of the property should be submitted. The title certificate issued by Bank's Solicitor / Advocate only shall be considered.
- 1.23 It is the policy of the Bank to issue Public Notice in the leading newspapers inviting claims from the public, if any, before entering into conveyance deed / MOU for the offered property. The vendor should not have any objection in this regard.
- 1.24 The vendors, at their own cost, shall obtain Income Tax and other statutory clearances as and when required.
- 1.25 The following documents should be enclosed with the offers:
- RERA Registration Certificate.
 - Copy of sanctioned plan and layout, including sanctions from all relevant Authorities.
 - Copy of title investigation and Search Report along with copy of Title Deed documents. **Any discrepancies found in title of the property, at any stage of the bidding process, will lead to outright rejection of the bid and the EMD shall be forfeited.**
 - Commencement Certificate from competent authority.
 - Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority.
 - Site plan copy.
 - Occupation certificate.
- 1.26 Bank reserves the right to accept or reject any or all the tenders / offers without assigning any reason whatsoever.
- 1.27 Any dispute arising in this regard shall be subject to jurisdiction of courts in Mumbai only.
- 1.28 The final agreement to sale would be executed as per Bank's standard format. However, Bank reserves the right to accept or reject any changes to the agreement to sale (if situation arises).

Special Terms & Conditions:

1. The offer shall be valid for 4 months (120 days) from the date of opening of technical bids. During the validity period of the offer, tenderer/ offerer shall irrevocably undertake not to withdraw / modify the offer in terms of price and other terms and conditions. If required, this validity period may be extended by Bank in consent with Technically qualified Bidders.
2. The rates quoted per sq.ft. for carpet area should be inclusive of all charges & taxes whatsoever i.e. car parking area charges, maintenance charges, formation of society & apex body charges, electricity/water/gas connection charges, corpus fund for club house, GST & all taxes etc). Nothing over and above quoted will be payable.
3. Bank will not make any upfront payment towards the cost of the flats or any charges.
4. The vendor whose offer is finalized should execute the conveyance deed simultaneously with possession of the flats complete in all respects within the time frame informed by the Bank.
5. **Payment Terms:**
 - (i) 95% of the total cost, based on the joint carpet area measurement of all flats will be paid during Registration of Sale Deed.
 - (ii) Balance 5% of the cost will be held as retention money towards the defect liability period, to be payable after period of one year. The same would be kept in the form of a Fixed Deposit in the name of the bidder and released post completion of defect liability period. During defect liability period of one year (from the date of possession), the bidder has to undertake all repairs / structural repairs to the building internal / external at his own cost.
6. Intending bidders are advised to sign and stamp all the pages of technical as well as financial bid.
7. TDS and any other taxes, as applicable, shall be deducted as per applicable statutory rules/norms while making payment to the owner.

Technical Bid

PART A: General Information	
1	Reference number
2	Details of vendor / firm / builder /owner:
2.1	Name of the Owner/Co./Firm, etc.
2.2	Address & Phone No.: FAX No. & E-mail address:
2.3	Name of the contact person:
2.4	Constitution of vendor / firm: (Whether Proprietary / Partnership /Pvt. Ltd. / Public Ltd. / PSU etc.):
2.5	Copy of registered Memorandum of Undertaking between Developers and the land owners in case the land does not belong to the builders:
2.6	Bank Details of bidder with IFS Code (for refund of EMD):
3	Marketability of Title of the vendor:
3.1	Solicitor's / Advocate's name and address, Phone / FAX Nos.
3.2	Detailed report of the Solicitor / Advocate for marketability of titles is to be enclosed:
3.3	Details of encumbrances, if any
4	Details of Property:
4.1	Name of the owner
4.2	Location & Address of the property
	a. Name of the scheme
	b. Sector No.
	c. Street

4.3	Usage of property (as approved by Competent Authority) a. Residential b. Commercial c. Residential/Commercial d. Shopping Complex	
4.4	Distance to public amenities (in Kms.)	
	a. Railway Station	
	b. Bus stop	
	c. Market	
	d. Police Station	
	e. Educational Institution	
	f. Bank	
	g. Hospital	
	h. Post Office	
4.5	Details of locality – Type of locality a. Residential b. Commercial c. Shopping Complex d. Industrial	
4.6	Whether the locality is free from special hazards like fire, flood, etc and is not located in a low-lying area (provide documentary evidence)	
4.7	Whether the locality has protection from adverse influence such as Encroachments, unauthorized hutments, Industrial nuisance, smoke, dust, noise, etc.	
PART B: Technical Information		
5	Building	
5.1	Type of Building: (Residential/Commercial)	
5.2	Type of Construction (Load Bearing/RCC/Steel framed)	

5.3	Type of Foundation (Structure should be designed to take care of earthquake intensity applicable for the area)		
5.4	Whether the proposal is for sale of residential flats in multi-storied building.		
5.5	No. of Floors and height of each floor including Basement, if any		
5.6	Clear floor height from floor to Ceiling		
5.7	No. of Flats on each floor		
5.8	No. of Flats in the building		
5.9	Total No. of Flats offered (floor-wise & flat numbers)		
5.10	Area of premises offered per flat: Super Built-Up area _____ sq.ft. Plinth area _____ sq.ft. Carpet area _____ sq.ft. (Tenderers are advised in their interest not to leave any of the aforesaid columns blank under any circumstances. Tenderers are required to enclose layout plans of the premises on offer.)		
5.11	List of common areas included for the purpose of commuting super built up area and its percentage to: Carpet area _____ sq.ft. Plinth area _____ sq.ft.		
6	Carpet Area Details:		
6.1	Total Area of flat	_____ sq.ft.	
6.2	Details of rooms		
		Dimension	Area (Carpet) (in sq.ft.)
	a. Hall/Living room		
	b. Bedrooms – 1.		
	2.		
	3.		
	4.		
	c. Kitchen		

	d. Study		
	e. Toilet		
	f. Bath/Toilet (combined)		
	g. Passages		
7	CONSTRUCTION SPECIFICATIONS / MATERIALS USED (separate Annexure may be used)		
	a. Floor		
	b. Internal Walls		
	c. External Walls		
	d. Doors/Windows		
	e. Kitchen		
	f. Bathroom		
	g. Dado in Kitchen and wall tiles in bathroom		
	h. Electrical Fittings,		
	i. Sanction of electricity load per flat		
	j. Separate meter installed per flat		
7.1	Age/ Condition of Construction/ Building:		
7.1.1	Newly constructed within 2 years (Completion and occupation certificate with date to be enclosed)		
7.1.2	Old construction - Mention year of completion (OC / CC to be enclosed)		
7.1.3	Under construction (Mention stage of construction)		
7.1.4	Time period required to complete the construction, in case it is under construction		
7.1.5	Whether structural stability certificate enclosed (Certificate shall be from Licensed Structural Engineer of Municipal Corporation)		
7.1.6	Likely date of possession		

8	Details of boundaries and adjacent buildings:	
8.1	Boundary of the property a. North b. East c. South d. West	
9	Amenities provided in the Flat:	Nos.
	a. Fans	
	b. Geysers	
	c. Wardrobes	
	d. Exhaust Fans	
	e. Electrical Fittings – Tubelights etc.	
	f. Washbasins and mirrors	
	g. Shower in bathroom / bathtubs	
	h. Any other facility like intercom / telephone / dish antenna / internet, etc.	
	i. Details of internal furnishings	
9.1	Common facilities provided: (Give details)	
	a. Car Parking space	covered / Open
	b. Two-wheeler parking	covered / Open
	c. Power / Electricity	Adequate and available / Not available
	d. Water supply: Municipal Crpn. Borewell Overhead Tank	Yes / No Yes / No Give Capacity
	e. Lifts and their nos., if any	
	f. Generator for emergency	
	g. Anti-lightening device	
	h. Security arrangements (fire-fighting/anti-burglary device etc.)	
	i. Proper sanitary / sewerage system	
	j. Any other	

9.2	Details of Plans / Blue Prints / Sanctioned Plan:	
9.2.1	Whether the plan of the property is sanctioned by Competent Authority	
9.2.2	If sanctioned, please enclose copy of approved land / site plans	
9.2.3	Names & Address / Phone No. of Architect	
10	Provision For proper arrangement of Fire Safety	
10.1	Are the safety measures taken	
10.2	If yes, give details of arrangements	
10.3	Is No Objection Certificate obtained/ Secured from the fire control authorities	
10.4	If yes, produce proof/ copies of Certificates	
11	Occupation Certificate:	
11.1	Whether occupation certificate is issued by the competent authority?	
11.2	Designation of the authority which has issued the occupation certificate	
11.3	Enclose a certified copy of the occupation certificate	
11.4	In case of coop. society whether conveyance deed is executed?	
12	Details of site:	
12.1	Type of the land:	
	a. Freehold	
	b. Leasehold	
	c. If leasehold give residual period of lease and name of the title holders	
	d. Annual lease rent & amount	
12.2	Size of the plot	
	a. Frontage in ft.	
	b. Depth in ft.	

12.3	Area of the plot	_____ sq.ft.
	a. Coverage area (ground coverage)	_____ sq.ft.
	b. Open area	_____ sq.ft.
12.4	Topography of the land / site	
	a. Level	
	b. Undulated	
	c. Slopping	
	d. Low laying or raised	
12.5	Source of water supply to the Building	
12.6	Does the site or portion fall within railway/ National Highway and whether underground cable traverse the site	
12.7	Site Plan of the land / site to be enclosed	
13	Other Information:	
13.1	Whether readymade flats have been sold by the builder to any Government/ Semi-Government Institutions/ Financial Institutions etc.? If so, names and addresses of such clients and total cost of such sales to each client to be given.	
13.2	No. of years in the construction line	
13.2.1	Last 3 years (FY) turnover: 2015-2016 2016-2017 2017-2018	
13.2.2	Details of last 5 projects completed - Date of commencement - Date of completion - Total value	
13.3	Name and address of the banker	
13.4	Name of the Structural Consultant with license number	

13.5	Any other information not covered above / Other remarks, if any.	
14	LIST OF ANNEXURES: (attach separate sheet if space is found insufficient)	

Certificate/Undertaking from the Owner(s)

I/We _____ (Name) M/s. _____

(Name/Company/ Body/Firm) hereby confirm that I/we are the owner(s) of the flats/property as described at

(Address)

and are legally entitled to sell the subject flat/property.

Signature of the Owner

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

Signature & seal of bidder

I/We further declare, confirm and undertake:

- (a) That the flat has clear marketable title free from encumbrances and the premises is free from all court cases, litigation and is free from any kind of dispute of any nature.
- (b) That the flat/property 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 possession of the flat on conclusion of the sale transaction, whichever is later. Any expenditure/expenses prior to the said date will be borne by me/us.
- (e) To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us.
- (f) That the transfer fees or any other charges or contributions or outgo and all other expenses demanded by and / or payable for transfer of the offered flats to the Society, or to any other entity/authorities etc. incurred by either parties shall be borne and paid by me/us alone.
- (g) 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.
- (h) That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed or a letter authorizing the said use will be provided to us.
- (i) The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.
- (j) That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.

- (k) That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.
- (l) 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 offered flat was purchased by me/us earlier.
 - All original chain of documents pertaining to the flat.
 - Latest Receipt of payment of Society charges, Electricity Bill and any other charges.
 - Non-encumbrance Certificate and any other document required for effective transfer of the flat to the Bank.
- (m) My/our offer is open for acceptance for a period of 6 months (180 days) from the date of opening of technical bids. If required, the validity period may be extended on mutual agreement with Bank, in case my/our offer being considered for final shortlisting.
- (n) 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: _____

Date: _____

Signature of bidder with seal

Name of the signatory:

PRE CONTRACT INTEGRITY PACT

(To be submitted with Technical Bid after duly signed and seal by Bidder)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data

carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favor of Bank of Baroda
 - (ii) Any other mode or through any other instrument (to be specified in the RFP).
- 4.2 The Earnest Money/Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later. Further, the developer/bidder shall provide termite treatment and water leakage treatment for a period of 10 years post possession.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent Monitors

- 7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

FINANCIAL BID
(Excluding stamp duty and registration charges)

Ref: Offer for sale of Residential Flats in and around BKC, Mumbai

Ref. No. _____ (As mentioned in the Technical Bid to be furnished)

..... (Number of flats) in building named _____ at _____ (place).

<i>Sl. No</i>	<i>Location</i>	<i>Flat No.</i>	<i>Floor No.</i>	<i>Carpet Area of each flat (refer to clause 1.14) No.</i>	<i>Rate per sq.ft. carpet (INR in figures & words)</i>	<i>CGST (INR in figures & words)</i>	<i>Other Charges (INR in figures & words)*</i>	<i>Rate inclusive of all charges (INR in figures & words)</i>	<i>Total Cost per flat (INR in figures & words)</i>
	Total								

*Refer to Page 11: Special Terms and Conditions

Note:

- i. Bidders shall quote rate and amount excluding registration and stamp duty charges. The rates quoted per sq.ft. for carpet area should be inclusive of all charges & taxes whatsoever i.e. car parking area charges, maintenance charges, formation of society & apex body charges, electricity/water/gas connection charges, corpus fund, club house, CGST (if applicable) & all other taxes etc. Nothing over and above the quoted rate shall be payable.
- ii. Financial bid be placed in a sealed envelope superscribed **“Financial bid”** and the same shall be placed along with Technical Bid cover in a larger envelope superscribed - **“Offer for sale of residential flats in and around BKC, Mumbai”**. The name of the vendor should be mentioned at the bottom left hand corner of the envelope.
- iii. Different size / area and total cost shall be mentioned and amount shall also be mentioned before number of flats offered.

Place:

Signature of the bidder with seal

Date