

**BANK OF MAHARASHTRA  
CHANDIGARH ZONE**

**TENDER DOCUMENT**

**PURCHASE OF 2 BHK & 3 BHK  
RESIDENTIAL FLATS IN (TRICITY)  
CHANDIGARH, MOHALI &  
PANCHKULA**

Signature of the Bidder with seal

# INDEX

Sr. No	Particulars	Page No.
1	Tender Notice	3
2	Tender Document & General Terms & Conditions	6
3	Offer Letter	14
4	Technical Bid	16
5	Irrevocable Undertaking	31
6	Financial / Price bid	32
7	Check list	35
8	Draft advertisement	35

Signature of the Bidder with seal

## 1.TENDER NOTICE

### **PURCHASE OF 2 BHK & 3 BHK RESIDENTIAL FLATS IN (TRICITY) CHANDIGARH, MOHALI & PANCHKULA**

1. Bank of Maharashtra Chandigarh Zone invites sealed tenders in **two Bid System** i.e. purchase of 2 BHK & 3 BHK residential flats in (TRICITY) CHANDIGARH, MOHALI & PANCHKULA.
2. The interested parties may collect the tender from Bank of Maharashtra, Chandigarh Zonal Office (SCO 120-122, 1<sup>st</sup> floor Sector 17 C Chandigarh, 160017) during 10.00 a.m. to 05.00 p.m. (except Holidays & Sundays) from 31.08.2022 to 20.09.2022 or the Tender forms can be downloaded from our website: [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in) Details of tender documents are given on our Website-[www.bankofmaharashtra.in](http://www.bankofmaharashtra.in) (under Tender Documents).
3. Tenders downloaded from the website will have to be submitted along with the tender cost of Rs.1000/- (non-refundable) at the time of submission of tender in the form of Demand Draft /PO favouring 'Bank of Maharashtra" payable at New Delhi.

1	Date of Issue of tender	31.08.2022
2	Pre Bid Meeting on	08.09.2022
3	Last date of submitting the Tender Form	20.09.2022
4	Date of opening of Technical Bid	The Bidders are requested to remain present at the time of opening of the Technical Bid on 23.09.2022
5	EMD	Rs.1,00,000/- Bank may collect Security Deposit (SD) from only those bidders whose technical bids are found suitable.
6	Cost of tender document	Rs.1000/-[non refundable] by way of DD/PO in favor of Bank of Maharashtra payable at New Delhi.
7	Tender Forms	Available on our website OR at Bank of Maharashtra, Chandigarh zonal office (SCO 120-122, 1 <sup>st</sup> floor Sector 17 C Chandigarh, 160017) between 10 a.m. to 5 p.m. from 31.08.2022 to 20.09.2022 excluding Sundays & Holidays.

Signature of the Bidder with seal

## INSTRUCTIONS TO BIDDERS

4. Sealed Tenders in two bid system i.e. Part I containing Technical Bid and Part II containing Financial Bid should be submitted in separate covers.
5. **Envelope No. I:** Technical Bid, duly completed in all respects and signed, be put into this envelope and sealed. This envelope should contain Technical Bid (Part I) only & it should be superscribed as **"Technical Bid for purchase of Residential Flats at Chandigarh, Mohali and Panchkula (TRICITY)"**. The name of bidder, address and contact number must be written on the envelope.
6. **Envelope No. II:** The DD/PO for Rs.1000/- favoring Bank of Maharashtra payable at New Delhi being cost of tender document be placed into this envelope & it should be superscribed as "Cost of Tender". Technical bid without this DD/PO of Rs.1000/-is liable to be rejected.
7. **Envelope No. III:** Financial bid duly completed & signed be put into this envelope and sealed. This envelope should contain Financial Bid (Part II) only & it should be superscribed as **"Financial Bid for purchase of Residential Flats at Chandigarh, Mohali and Panchkula (TRICITY)"**. The name of bidder, address and contact number must be written on the envelope.
8. **Envelope No. IV:** The above three sealed envelopes No. I, II & III be placed into envelope No. IV and sealed (i.e. envelope marked as IV, will contain three envelopes marked as I,II & III). This envelope marked as No. IV would be superscribed as **"Offer for purchase of 'RESIDENTIAL FLATS at Chandigarh, Mohali & Panchkula for Bank of Maharashtra"**. The name of bidder, address and contact number must be written on the envelope.
9. The bids not submitted in separate covers as mentioned above shall be liable to be rejected.
10. **Offers from Brokers/Intermediaries will not be entertained as Bank does not pay brokerage / commission.** Canvassing in any form will disqualify the Bidder/tenderer.
11. For further information, please contact: Suman GAD & Premises Officer, Bank of Maharashtra, Chandigarh Zonal Office (SCO 120-122, 1<sup>st</sup> floor Sector 17 C Chandigarh, 160017) Contact No. 7056522009.
12. After opening the Technical Bid, Bank may call for Security Deposit (SD) of Rs.1,00,000/-. The qualified bidders would be called for opening of Financial Bid.

Signature of the Bidder with seal

Date & time of opening of "Financial Bids" will be communicated to qualified Bidders separately. The said SD will be returned to the unsuccessful Bidder.

13. Bank of Maharashtra reserves the right to reject any or all tenders without assigning any reasons whatsoever.

**14. Preferred Locations for Residential Flats:**

- (a) Chandigarh
- (b) New Chandigarh
- (c) Mohali
- (d) Panchkula

15. Requirement of number of residential flats at above locations is indicative only. Bank reserves the right to alter number of flats at any or all locations. Bank also reserves the right to add or to delete number of flats at any /or all locations without assigning any reason there for.

Place: Chandigarh  
Date : 31.08.2022



*Abhishek*  
Abhishek Bindal  
Dy. Zonal Manager  
Chandigarh Zone

Signature of the Bidder with seal

## 2. Tender Document:

### PURCHASE OF RESIDENTIAL FLATS AT TRICITY (CHANDIGARH, MOHALI & PANCHKULA)

1. Bank of Maharashtra Chandigarh zone invites sealed tenders in **two Bid System** i.e. purchase of 2 BHK & 3 BHK residential flats in Chandigarh, Mohali & Panchkula (Tricity).
2. The interested bidders/parties may submit tenders/application for the properties which are ready for possession/under construction (**for which guaranteed possession will be available within 06 months from the date of approval from the Bank**). However, Bank will prefer the properties which are ready for possession or likely to be available within 3 months from the date of approval.
3. Further to serial no.2 above, Bank would give first preference to properties/flats offered by Govt./Quasi Govt./Semi Govt. authorities. Bank's decision in the matter is final and binding.

#### 4. GENERAL TERMS AND CONDITIONS:

4.1 The terms and conditions/tender notice/advertisement etc. shall form part of the tender document to be submitted by the Bidder to Bank of Maharashtra hereinafter referred to as "Bank".

4.2 Tender document received by the Bank after due date and time i.e. **after 5.00 p.m. on 20.09.2022** shall be rejected outright.

4.3 All Bidders are requested to submit the tender documents (TECHNICAL BID AND FINANCIAL/PRICE BID) duly filled, signed & supported by relevant documents at Bank of Maharashtra, Chandigarh zonal office (**SCO 120-122, 1<sup>st</sup> floor Sector 17 C Chandigarh, 160017**) between 10 a.m. to 5 p.m. from 31.08.2022 to 20.09.2022 excluding Sundays & Holidays. The tenders are to be dropped in the Tender Box kept at the said premises.

4.4 All columns in the tender document must be duly filled in 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 bidder /authorized signatory of the bidder/tenderer. Any over-writing or use of white ink should be duly authenticated by the tenderer. The Bank reserves the right to reject incomplete tenders or in cases where information submitted is found incorrect.

4.5 Bidders are requested to fill in the details in the space provided there for. Please do not write "refer Annexure/ papers attached" etc. In case the space in the

Signature of the Bidder with seal

tender document is found insufficient, the bidder may use separate sheets to provide full information, with tags, so that bank need not find it difficult to trace that particular paper/information.

**4.6 The offer should remain valid for a period of 90 days from the date of opening of Financial Bids.** During the validity period of the offer, the Bidder should not withdraw / modify the offer, in terms of price and other terms & conditions quoted in the technical and financial bid. In this regard, the undertaking be submitted along with the Technical Bid as per the prescribed format.

4.7 Purchase Preferences are as mentioned under serial no 3 above.

4.8 There should not be any deviations in the terms & conditions as have been 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 Bidder is required to attach a separate sheet marking "list of deviations". **Bank is not under any obligation to accept the said deviation and his bid/tender is liable for rejection.**

4.9 Canvassing in any form will automatically disqualify the bidder/tenderer. Bank does not pay brokerage.

4.10 Property/flats offered should be situated in good area in specified locations with congenial surroundings and proximity to public amenities like railway station, bus stop, bank, market, hospitals, schools, post office, etc. The property shall not be prone to water logging.

4.11 Offers of extended constructions over the existing buildings with external columns will not be considered.

4.12 Bank will not make any advance payment. Payment will be made through RTGS/NEFT mode only.

4.13. In all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and the Bank of Maharashtra concerning and/or relating thereto and/or relating to the above mentioned flats, Civil Courts in Chandigarh shall have exclusive jurisdiction.

4.13. Payment Terms: Defect Liability:

**4.13.1 For Ready Possession Flats.**

**(a) Payment Terms:**

i) 95% of the cost will be payable at the time of execution of sale deed simultaneously with possession.

Signature of the Bidder with seal

ii) Balance 5% of the cost will be held as retention money and will be paid after execution of conveyance deed & submission of building completion certificate/Occupation certificate

**(b) Defect Liability:**

i) The defect liability period is one year from the date of possession or expiry of the first monsoon/after formation of apex body (if applicable) / submission of building completion certificate/Occupation certificate whichever is later.

ii) During defect liability period, the bidder has to undertake all structural repairs to the building internal / external at his own cost.

**4.13.2 For under construction flats.**

**(a) Payment Terms:**

i) 10% of the cost is payable at the time of execution of Agreement to Sale.

ii) Balance 70% of cost is payable as per progress of the construction as decided by the Bank & the bidder.

iii) Balance 15% of the cost is payable at the time of execution of sale deed simultaneously with possession.

iv) Balance 5% of the cost will be held as retention money and will be paid after execution of conveyance deed & submission of building completion certificate/Occupation certificate

**(b) Defect Liability:**

i) The defect liability period is one year from the date of possession or expiry of the first monsoon/after formation of apex body (if applicable) / submission of building completion certificate/Occupation certificate whichever is later.

ii) During defect liability period, the bidder has to undertake all structural repairs to the building internal / external at his own cost.

4.14 The particulars of amenities provided / proposed to be provided inside the flat, building, complex should be furnished in the Technical Bid.

**4.15 Carpet area**

The carpet area would mean the area as defined in RERA ACT 2016, ACT No.16 of 2016, under clause No.2(k); page No.5. Same is reproduced as "carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment"

Signature of the Bidder with seal



*Explanation* – For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

Intending bidder/tenderers are requested to attach the copy of area calculation of each flat uploaded on RERA site.

4.16. A pre-bid meeting of all the intending bidder/tenderers desirous of attending shall be held on 08.09.2022 at 4.00 p.m. at Bank of Maharashtra, Chandigarh zone, where the intended Bidders can have detailed dialogue regarding the tender, procedure for filling-in the Technical Bid, Financial Bid or any other matter / clarifications concerning the tender.

4.17. Technical Bids will be opened on 23.09.2022 at 4.30 p.m. at Bank of Maharashtra, Chandigarh Zone, in the presence of the bidders/tenderer/authorized representatives. All the bidders/tenderers are advised in their own interest to be present for the same on the date at the specified time.

4.18. The short-listed properties/flats will be visited by a committee of Bank Officials. Bank will appoint valuers & Architect who will visit the site for assessing the value of the property/flat and to verify the quality of construction, materials used, etc. The bidder should provide the requisite information / documentary proof to the visiting officials / Bank's approved valuers for verification. The bidder should not have any objection in this regard.

4.19. 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.

4.20. The property/flat offered should be unencumbered and has clear and marketable title. Adequate documentary evidence to this effect should be furnished along with the Technical Bid.

4.21. 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.

Signature of the Bidder with seal

4.22. Plans duly approved by municipal authorities/competent authority should be submitted along with the Technical Bid. Particulars of TDR (Transfer of Development Right) 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. For old buildings, NOC from the Society may be enclosed. However Bank would prefer new buildings.

4.23. All the legal documents required by the Bank for verification of the title clearance of the property/flat should be submitted. Title & search report should not be older than 6 months. The title certificate issued by Bank's Solicitor / Advocate only shall be considered.

4.24. 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 sale deed/conveyance deed / MOU for the offered property. The bidder should not have any objection in this regard.

4.25. The bidders, at their own cost, shall obtain Income Tax and other statutory clearances as and when required.

4.26. The following documents should be enclosed with the Technical Bid:

- a) Copy of sanctioned plan and layout.
- b) Copy of title investigation and Search & Title Report along with copy of Title Deed documents.
- c) Commencement Certificate from competent authority.
- d) Completion Certificate/Occupancy Certificate if building is ready for possession.
- e) Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority for properties which are more than 10 years old incase proposal is received from Govt./Quasi Govt./Semi Govt. authorities
- f) Site plan copy.
- g) NOC from the Society, in case offered flat is in old building.
- h) Fire NOC.

4.27. Bank reserves the right to accept or reject any or all the tenders / offers without assigning any reason whatsoever. Bank's decision in this regard will be final and will not be challenged by bidders.

4.28. The requirement of flats mentioned in the tender document is indicative. Depending on the availability/exigencies, Bank may enhance/reduce requirement in a particular location.

4.29. Page 1 to 35 including advertisement will form part of this tender document.

## **5.00 Procedure To Be Followed**

Signature of the Bidder with seal

- a) After opening the first part of the tenders i.e. the Technical bid, Bank of Maharashtra would carry out the evaluation of the tenders received in response to the advertisement for assessing suitability & short listing of sites.
- b) The flats which are not as per the location indicated or unsuitable or do not meet the laid down criteria would be summarily rejected even without inspection/visit. The Bank's decision about suitability shall be final & binding.
- c) Bank of Maharashtra would give first preference to properties/flats offered by Govt./Quasi Govt./Semi Govt. authorities. Bank will prefer the properties which are ready for possession or likely to be available within 3 months from the date of approval. Bank's decision will be final and binding.
- d) The financial bid envelopes (without opening) of the bidders, which have not been short listed as above, will be returned.
- e) Subject to (b) above, flats for which offers are received will be visited by a Committee of Bank of Maharashtra for short listing and a preliminary list will be prepared.
- f) Bank of Maharashtra would appoint an agency/ surveyor/architect to measure the flats and the flats which does not conform to the tender requirements would be liable to be rejected and their Financial Bids would be returned.(unopened)
- g) After step (f) the Bank would independently ascertain the title to the property/flat to ensure that the title of their flats is clear, marketable and free from any encumbrances, encroachments and the property can be transferred to Bank of Maharashtra.
- h) Bank of Maharashtra has the right to get these offers for flats re-examined through the solicitors appointed by Bank of Maharashtra if required and the decision of the Bank's solicitors in this matter would be final. If in the opinion of bank's solicitors, the flats/property cannot be transferred or assigned or the title is defective/imperfect then the offer will be liable to be rejected. The decision of solicitors in this matter would be final. If the flats are mortgaged to a Bank, in that case, solicitors/advocates/lawyers decision (to make part payment to the bank/agency with whom the flats are mortgaged ,subject to the condition that the flats are otherwise transferable / assignable and the bank/agency who has mortgaged the flats is willing to do so would be final.
- i) The unopened financial bids for the short listed offers which do not qualify on legal grounds or for any reason for transfer or any other such ground would be returned.
- j) A list of those flats found suitable on all counts as above would be prepared.
- k) After the transferability of the short listed flats is ascertained, Bank of Maharashtra, the purchaser, reserves the right to call for an Security Deposit (SD) of **Rs.1,00,000/- (Rs. One lac Only)** or any amount as decided by the bank, from such bidders who would qualify for opening their financial bids. The Security Deposit (SD) of unsuccessful bidders would be returned within a period of 10 days from the date of opening of financial bids to the owners. However, in case of a successful bidder the Security Deposit (SD) would be retained and it would be returned at the time of registration of flats. In case the successful bidder refuses or is reluctant or unable or refrains from

Signature of the Bidder with seal

transferring the said flats/ property or delays it beyond a period of six months then the Security Deposit (SD) **would be forfeited**. The Security Deposit (SD) would be non-interest bearing. If Security Deposit (SD) is called and not submitted/deposited in time, in that case Bank of Maharashtra reserves the right to reject the offer. Bank of Maharashtra may or may not call for Security Deposit (SD) from Public Sector Undertakings/ Government Departments and other Government bodies.

- l) The offer should remain valid for 90 days from the date of opening of financial bids. **This period of 90 days will be reckoned from the date of opening of the financial bid for effective transfer flats would be the essence of the contract.**
- m) The valuation of the flats for which the transferability is ascertained would be carried out. The measurement of the flats will be carried out by bank's architect and carpet area computed.
- n) The financial bids for only those flats/properties, which qualify for transfer, would be opened by a Committee constituted by Bank of Maharashtra in front of the bidders. The date for the financial bid opening will be intimated at the address given by the bidder through speed post or any other acceptable means of communication.
- o) The sealed corresponding valuation reports will be opened by the same committee, which opens the financial bids.
- p) After financial bids are opened, based on criteria of nature of property/flats such as ready possession/under construction, free hold, nature of title, location, suitability & valuation in the particular area vis-à-vis rate quoted, suitable decision would be taken by the Bank which shall be final & binding.
- q) The Security Deposit (SD) of the unsuccessful bidders (if called for) will be returned as stated above.
- r) It is clarified that the verified carpet area would be multiplied by the rate quoted and the amount arrived would be considered. If the bidder has quoted the lump sum amount, this lump sum amount and the amount obtained by multiplication of the rate quoted with the verified carpet area (plus other charges if any) would be compared and the lower of the two would be considered.
- s) Discretion of the Committee set up by Bank of Maharashtra for this purpose would be final.
- t) In all cases, wherever applicable, the quoted rate/ amount written in words will be considered wherever there is a difference between the quoted amount / rate mentioned in words and figures.
- u) The stamp duty and registration charges would be borne & paid by the Bank.
- v) The bidder/ owner/ seller would submit any other document & papers, NOCs, permissions & sign all the requisite documents as advised by the solicitors of the Bank.

Signature of the Bidder with seal

### 3.OFFER LETTER

Senders name &  
address:

---

---

---

To,  
Bank of Maharashtra,  
----- zone

Sir,

**Sub: Offer for "Purchase of Residential Flats at ----- for Bank of Maharashtra".**

This offer is with reference to the advertisement released on -----in the daily news papers dated / put up on the websites of Bank of Maharashtra, for purchase of 2 BHK & 3 BHK residential flats in -----.

I/We understand that:

- a) No brokerage is payable by Bank of Maharashtra to me/us or my/ our representative in this transaction.
- b) All payments for Security Deposit (SD) etc. would be made through banker's cheque / draft payable to Bank of Maharashtra at -----.
- c) Bank of Maharashtra would give first preference to properties/flats offered by Govt./Quasi Govt./Semi Govt. authorities. Bank will prefer the properties which are ready for possession or likely to be available within 3 months from the date of approval. Bank's decision will be final and binding and will not be challenged.
- d) The owner or the seller has to pay all the outgoing and all other expenses till the date of handing over of possession of the flats or completion of the transaction whichever is later. Any expenditure /expenses prior to the said date will be borne by the sellers. These charges also include consumable charges like electricity charges consumed by the owner / seller.

Signature of the Bidder with seal

As indicated in this Para, the outgoing would mean all the charges applicable for the usage of the plots/premises like society charges, all applicable property taxes, NA charges, applicable ground lease rent/ other taxes, Cess, levies, applicable water tax, applicable electricity charges, applicable security charges etc These charges would include any arrears payable/become payable to any Statutory Authority or local bodies.

- e) The advertisement released in this context will form part of the contract.
- f) By submitting this offer the owner/ seller has permitted Bank of Maharashtra or their representatives, with prior appointment, to inspect the flats offered as well as the property documents and to carry out the measurements, valuations thereof.
- g) I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and the Bank of Maharashtra concerning and/or relating thereto and/or relating to the above mentioned flats, Civil Courts in ----- shall have exclusive jurisdiction.

#### **4. IRREVOCABLE UNDERTAKING**

Signature of the Bidder with seal

(on stamp paper of Rs.500/- and duly notarized)

To,  
The Zonal Manager,  
Bank of Maharashtra  
----- zone.

Pursuant to your advertisement on website / in daily local newspapers dated \_\_\_\_\_ for purchase of flats/property in \_\_\_\_\_, I / we submit my / our offer, offering \_\_\_\_\_ Flats situated at \_\_\_\_\_ in the building by name \_\_\_\_\_ strictly in terms of your advertisement. The offer is valid for minimum 90 days from the date of opening of Financial Bid. I/We, in consideration of your agreeing to process and consider our proposal, irrevocably undertake that during the currency of my / our offer, I / we will not withdraw or modify the offer in terms of price quoted or in terms of other terms and conditions on which the offer is made. As the Bank has invested good amount of money and time for processing my / our proposal, in the event of my / our committing default of this undertaking, for any reason whatsoever, I/We hereby further undertake to pay Bank of Maharashtra liquidated damages equivalent to 1% of my / our offer price subject to maximum of Rs.5 lac.

This undertaking is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signature \_\_\_\_\_

Seal Name \_\_\_\_\_

Address \_\_\_\_\_

NOTARY SEAL & SIGN

Signature of the Bidder with seal

### 7.CHECK LIST

Sr. No.	Enclosures/ Activities to be done by the tenderer	Please tick to ensure completion of the activity
1	Entered the sale price in the Financial bid of the Tender Documents and sealed it in Envelope No III and duly super scribed.	
2	The quoted rate/amount is written in figures & words also.	
3	There is no mention of any financial details in the technical bid which is enclosed in Envelope No. I duly super scribed.	
4	Signed on each page of the Tender Documents.	
5	All the over writings have been duly authenticated by signing beside such over writings.	
6	Any cutting made while filling in the forms have been authenticated by signing beside such cuttings.	
7	The tender is accompanied by DD/PO of Rs.1000/- favoring Bank of Maharashtra payable at New Delhi being tender cost.DD to be put in envelope No. II	
8.	IRREVOCABLE UNDERTAKING (on stamp paper of Rs.500/- and duly notarized)	

Signature of the Bidder with seal