

**Bank of Maharashtra**  
Zonal Office,  
Mahabank Building, Kawala Naka,  
Kolhapur-416001

**TENDER DOCUMENT**  
**PURCHASE OF 05 “1 BHK” and 05**  
**“2BHK” RESIDENTIAL FLATS**  
**AT KOLHAPUR**

Signature of the Bidder

## **TENDER NOTICE**

### **PURCHASE OF 05 “1 BHK” & 05 “2 BHK”**

#### **RESIDENTIAL FLATS**

#### **AT KOLHAPUR**

1. Bank Of Maharashtra 517/A/1, Zonal Office, Mahabank Building, Kawala Naka, Kolhapur- 416001 invites sealed tenders in **two Bid System** i.e. Technical Bid and Financial/Price Bid from the eligible vendors/builders/owners for purchase of 5 no.1 BHK & 5 no.2 BHK flats within Kolhapur City.
2. The interested parties may collect the tender from GAD Deptt., Bank of Maharashtra, Mahabank Building, Kawala Naka, Kolhapur- 416001 during 10.30a.m. to 02.30 p.m. (except Holidays & Sundays) from 16.01.2014 to 24.01.2014 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 Kolhapur.

1	Date of Issue of Tender	<b>16.01.2014</b>
2	Last Date of Submitting the Tender Form	25.01.2014 upto 02.30 PM at Bank Of Maharashtra, Mahabank Bldg., Kawala Naka, Kolhapur-416001
3	EMD	Bank may collect EMD from only those bidders whose technical bids are found suitable
4	Cost of Tender Document	Rs. 1000/- (Non Refundable) by way of DD/PO in favor of Bank of Maharashtra payable at Kolhapur
5	Tender Forms	Available on our Bank's website & also available at Bank of Maharashtra, Zonal Office, Mahabank Bldg., Kawala Naka, Kolhapur-416001 between 10.30AM to 02.30 PM from 16.01.2014 to 24.01.2014 excluding Sundays and Holidays.
6	Pre Bid Meeting on	18.01.2014 at 4.00 PM on above address
7	Date of opening of Technical Bid	<b>28.01.2014</b> at <b>4.30</b> p.m. at above address. The Bidders are requested to remain present at the time of opening of the Technical Bid.

Signature of the Bidder

## INSTRUCTIONS TO BIDDERS/TENDERES

4. Sealed Tenders in two bid system i.e. Part I containing Technical Bid and Part II containing Financial/Price 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 Flats. The name of bidder, address and contact number must be written on the envelope.
6. **Envelope No. II:** The DD/PO for Rs.1000/- favouring Bank of Maharashtra payable at Kolhapur 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/Price Bid (Part II) only & it should be super scribed as Financial/Price Bid for purchase of Flats. 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 & No. 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 super scribed as **Offer for purchase of RESIDENTIAL FLATS in Kolhapur 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 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: GAD Department, Zonal office, Mahabank Bldg., Kawala Naka, Kolhapur 416001 Phone no. 0231-2533414(13).
12. After opening the Technical Bid, Bank may call for EMD.
13. Bank of Maharashtra reserves the right to reject any or all tenders without assigning any reasons whatsoever.

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14. Requirement of number of flats is indicative only. Bank reserves the right to alter number of flats. Bank also reserves the right to add or to delete number of flats without assigning any reason there for.

Place : Kolhapur  
Date : 16.01.2014

Zonal Manager  
Kolhapur Zone

Signature of the Bidder

## Tender Document:

### PURCHASE OF RESIDENTIAL FLATS AT KOLHAPUR

1. Bank Of Maharashtra, Kolhapur invites sealed tenders in **two Bid System** i.e. Technical Bid and Financial Bid from the eligible vendors/builders/owners for purchase of 1 BHK/2 BHK flats in Kolhapur City.
2. The interested bidders/parties may submit application for the properties which are ready for possession/under construction (**for which guaranteed possession will be available within 6 months from the date of approval from the Bank**). However, Bank will prefer the Flats/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 would give second preference to those reputed bidders who offer a **separate building containing 08-10 flats at one location**. Bank would give third preference to those reputed bidders who offer at least 05 flats at one location. Bank's decision in this regard will be 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 vendor 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 **2.30 p.m. on 25.01.2014** shall be rejected outright.

4.3 All vendors are requested to submit the tender documents (TECHNICAL BID AND FINANCIAL/PRICE BID) duly filled, signed & supported by relevant documents at GAD, Bank of Maharashtra, Zonal Office, Mahabank Bldg., Kawala Naka, Kolhapur 416001 on or before 2.30 p.m. on 25.01.2014.

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.

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4.5 In case the space in the tender document is found insufficient, the vendor may use separate sheets to provide full information.

**4.6 The offer should remain valid for a period of 180 days from the date of opening of Financial 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 price bids. 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 2 & 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 vendor is required to attach a separate sheet marking list of deviations. **Bank is not under 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 Flats/Property 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. All payment will be made through RTGS/NEFT mode only.

4.13. Payment Terms: Defect Liability:

**For Ready Possession Flats**

Payment Terms:

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

ii) Balance 5% of the cost will be held as retention money and will be paid after execution of conveyance deed.

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.

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

**For under construction flats**

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 vendor.
- 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.

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 vendor 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 usable carpet area at any floor level and include area occupied by all internal partitions, internal columns, internal door jams, internal balconies, internal bathrooms, internal lavatories and internal kitchen and pantry. Joint measurement will be taken in the presence of bank officials and Bidder/vendor/authorized representative for computing/finalizing the exact carpet area. For computation of the carpet area, the definition adopted in this tender will be the covered areas excluding the outer walls, i.e. from plastered to plastered surface of the walls. Niches, flowerbeds, sit outs, etc. will not be taken into consideration for calculating the carpet area.

4.16. The short-listed properties 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 flats/property and to verify the quality of construction, materials used, etc. The bidders/vendors should provide the requisite information / documentary proof to the visiting officials / Bank's approved valuers for verification. The vendor should not have any objection in this regard.

4.17. 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.

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4.18. The property offered should be unencumbered and have clear and marketable title. Adequate documentary evidence to this effect should be furnished along with the Technical Bid.

4.19. 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.

4.20. 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.

4.21. All the legal documents required by the Bank for verification of the title clearance of the property 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.

4.22. 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 flats/property. The vendor should not have any objection in this regard.

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

4.24. The following documents should be enclosed with the Technical Bid/offer:

- 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. Completion Certificate/Occupancy Certificate if building is ready for possession.
- d) Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority.
- e) Site plan copy.
- f) NOC from the Society, in case offered flat is in old building.
- g) Fire NOC.

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4.25. Bank reserves the right to accept or reject any or all the tenders / offers without assigning any reason whatsoever.

4.26. 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. Bank's decision in the matter is final and binding.

**4.27. All Pages including advertisement will form part of this tender document.**

## 5.00

### Procedure To Be Followed

- 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 suitable or do not meet the laid down criteria would be summarily rejected even without inspection. The Bank's decision about suitability shall be final & binding.
- c) Bank of Maharashtra reserves the right to give preference in following order:  
Bank would give first preference to flats offered by Govt./Quasi Govt./Semi Govt. Authorities. Bank would give second preference to those reputed bidders who offer a **separate building containing 08-10 flats at one location**. Bank would give third preference to those reputed bidders who offer at least 5 flats at one location. 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 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 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 including the decision of the solicitors/advocates/lawyers to make part payment to the agency with whom the flats is mortgaged subject to the

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condition that the flats is otherwise transferable / assignable and the agency who has mortgaged the flats is willing to do so. Their decision will override all the decisions in title, legal and documentation matters.

- 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 Earnest Money Deposit (EMD) of **Rs.1,00,000/- (Rs. One lac Only) per Flat** or any amount as decided, from such bidders which would qualify for opening their financial bids. The EMD 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 EMD 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 transferring the said flats or delays it beyond a period of six months then the **EMD would be forfeited**. The EMD would be non-interest bearing. If EMD 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 EMD from Public Sector Undertakings/ Government Departments and other Government bodies.
- l) The offer should remain valid for six months from the date of opening of financial bids. **This period of six months 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 and the area computed.
- n) The financial bids for only those properties, which qualify for transfer, would be opened by a Committee constituted by Bank of Maharashtra.
- 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 flats/property 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 EMD of the unsuccessful bidders (if called for) will be returned as stated above.
- r) It is clarified that the verified area (as in step (f)) 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 area 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.

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- 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.

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