



भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

मुंबई में आवासीय फ्लैटों की खरीद के लिए निविदा
TENDER FOR PURCHASE OF RESIDENTIAL FLATS IN MUMBAI

भारतीय लघु उद्योग विकास बैंक
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
स्वावलंबन भवन, सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स,
Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex,
बांद्रा पूर्व, मुंबई, महाराष्ट्र 400051, दूरभाष: 022-6753-1100
Bandra East, Mumbai, Maharashtra 400051, Tel.: 022-6753-1100

वेबसाइट: www.sidbi.in
Website: www.sidbi.in

निविदा संदर्भ संख्या/Tender Reference No.: 400/2022/1636/BYO/PREMISES

जमा करने की अंतिम तिथि और समय: 01/11/2021 1030 बजे
LAST DATE & TIME OF SUBMISSION: 01/11/2021 1030 Hrs

बोली खुलने की तिथि और समय: 01/11/2021 1100 बजे
DATE & TIME OF BID OPENING: 01/11/2021 1100 Hrs

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। सिडबी की लिखित अनुमति के बिना इसे किसी भी माध्यम, इलेक्ट्रॉनिक या अन्य द्वारा कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है। इस दस्तावेज़ में दी गई सामग्री का उपयोग, यहां तक कि प्राधिकृत कार्मिकों / एजेंसियों द्वारा भी यहां निर्दिष्ट उद्देश्य के अलावा किसी अन्य उद्देश्य के लिए, सख्त वर्जित है क्योंकि यह प्रकाशनाधिकार का उल्लंघन होगा और इस प्रकार भारतीय कानून के तहत दंडनीय होगा।

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इस निविदा दस्तावेज़ के उत्तर में बोलीदाताओं द्वारा प्रदान की गई जानकारी सिडबी की संपत्ति बन जाएगी और उसे वापस नहीं किया जाएगा। सिडबी को अधिकार है कि वह इस निविदा दस्तावेज़ में संशोधन, रद्द करे या इसे पुनः जारी करे और सभी संशोधनों के बारे में बोलीदाताओं को सूचित किया जाएगा और ऐसे संशोधन उन पर बाध्यकारी होंगे।

The information provided by the bidders in response to this tender document will become the property of SIDBI and will not be returned. SIDBI reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them.

सारांश पत्रक / Summary Sheet

कार्य का नाम Assignment Name	मुंबई सेंट्रल रेलवे स्टेशन से लगभग 5 किलोमीटर के हवाई दायरे में एक 3बीएचके और एक 4बीएचके के आवासीय फ्लैटों की एकमुश्त खरीद। यह निविदा पिछली निविदा संख्या 400/2022/1636/बीवाईओ/परिसर की निरंतरता में है और प्रतिस्पर्धा को बढ़ाने के लिए है। पिछली निविदा में शॉर्टलिस्ट की गई बोलियों को इस निविदा प्रक्रिया के लिए भी वैध बोली के रूप में लिया जाएगा। Outright purchase of residential flats one 3BHK and one 4BHK flats in the areas within aerial radius of around 5 Kms from Mumbai Central Railway Station. This tender is continuation of the previous tender No.400/2022/1636/BYO/Premises and is for enhancing the competition. The bids shortlisted in the previous tender will be taken as valid bid for this tendering process too.	
चयन की पद्धति Method of Selection	गुणवत्ता और लागत आधारित चयन: / Quality and Cost Based Selection: <ul style="list-style-type: none"> • तकनीकी बोली को 70% भार / 70% weight to Technical bid • वित्त बोली पर 30% भार / 30% weight to Finance bid (निविदा भाग के "तकनीकी बोली का मूल्यांकन" में विवरण दिया गया है) (Details explained in tender part "Evaluation of Technical Bid")	
बोली पूर्व आभासी बैठक Pre-bid Virtual meeting	21.10. 2021 समय: प्रातः 11 बजे / Time: 11.00 AM स्थान: आभासी बैठक के लिए लिंक उपलब्ध करवाया जाएगा Venue: Virtual meeting link will be provided on receipt of request from prospective bidders / representatives	
तकनीकी और वित्तीय प्रस्तावों को जमा करने की तिथि Submission Date of Technical and	बोलियां 01.11. 2021 को अपराह्न 10:30 बजे तक, जमा किया जाना अपेक्षित हैं। Bids to be submitted by 10:30 am, 01.11. 2021. समय सीमा के बाद सुपुर्द किसी भी बोली पर विचार नहीं किया जाएगा। Any bid delivered after the deadline will not be considered.	
निविदा शुल्क Tender Fee	1000 रुपये + जीएसटी Rs.1000 + GST भुगतान का तरीका : बैंक ड्राफ्ट, मुंबई में सिडबी को देय भुगतान आदेश, एनईएफटी/आरटीजीएस Mode of Payment: Bank Draft, Pay Order payable to SIDBI at Mumbai, NEFT/ RTGS	
बयाना जमा राशि EMD	₹.2.00 लाख, / Rs.2.00 lakh. भुगतान का प्रकार: बैंक ड्राफ्ट, मुंबई में सिडबी को देय भुगतान आदेश, एनईएफटी/आरटीजीएस Mode of Payment: Bank Draft, Pay Order payable to SIDBI at Mumbai, NEFT/ RTGS	
बोली की वैधता Validity of bid	वित्तीय बोली खुलने के बाद 120 दिन 120 days after opening of financial bids	
किसी भी स्पष्टीकरण के लिए संपर्क व्यक्ति / Contact Person for any clarifications	सहायक महा प्रबंधक Assistant General Manager सहायक प्रबंधक Manager ईमेल : / Email : flatsrfp@sidbi.in	मोबाइल: Mobile: 89057 78779 मोबाइल Mobile: 7208403422
बोली जमा करने के लिए पता Bid Submission Address	जैसा कि (आरएफपी) दस्तावेज़ की शीर्ष पर वर्णित है, प्रस्ताव की मूल प्रति / हार्ड प्रति सिडबी के मुंबई पते पर प्रस्तुत करें Original / Hardcopy at the Mumbai address of SIDBI as stated on the top sheet of this RFP document. ऑनलाइन जमा करने के लिए निर्दिष्ट ईमेल flatsrfp@sidbi.in है। For online submission, the designated email is flatsrfp@sidbi.in . फाइलों के लिए पासवर्ड janaiah@sidbi.in ईमेल पर अलग से भेजा जाए। Password for files shall be sent separately to the email janaiah@sidbi.in	
स्वतंत्र बाह्य निगरानी (आईईएम) / Independent External Monitor (IEM)	तकनीकी बोली का पासवर्ड बोली जमा करते समय उपलब्ध करवाया जाए। The password of the Technical bid will be submitted at the time of submission of the bid वित्तीय बोली का पासवर्ड केवल चुने गए बोलीदाताओं द्वारा वित्तीय बोली खोलने से पहले जमा किया जाए। The password of the Financial bid will be submitted before opening of financial bids only by shortlisted bidders. श्री नागेश्वर राव कोरीपल्ली, आईआरएस (सेवानिवृत्त)/ Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, द ट्रेल्स, मानिकोंडा, आर.आर. जिला / 38, The Trails, Manikonda, R. R. District हैदराबाद - Hyderabad - 500089 मोबाइल : Mobile : 9788919555 / ईमेल / Email : knageshwarrao@gmail.com	

तकनीकी बोली - भाग क TECHNICAL BID - Part A

परिचय: / INTRODUCTION:

भारतीय लघु उद्योग विकास बैंक (सिडबी) मुंबई सेंट्रल रेलवे स्टेशन से लगभग 5 किलोमीटर के हवाई दायरे में एक 3बीएचके और एक 4बीएचके आवासीय फ्लैटों की एकमुश्त खरीद का इरादा रखता है। प्रस्तावित परिसर आवासीय भवन में होना चाहिए। तदनुसार, बैंक दो बोली प्रणाली में निविदाएं आमंत्रित करता है जिसमें (ए) तकनीकी बोली और (बी) वित्तीय बोली शामिल है।

Small Industries Development Bank of India (SIDBI) intends for outright purchase of **one 3BHK and one 4BHK** residential flats with Occupation Certificate within aerial radius of around 5 Kms from Mumbai Central Railway Station. The offered premises should be in a residential building. Accordingly, the Bank invites tenders in two bid system comprising of (A) Technical Bid and (B) Financial Bid.

बोली दस्तावेज के नियमों और शर्तों, विनिर्देशों आदि पर स्पष्टीकरण के लिए भावी बोलीदाताओं के प्राधिकृत अधिकारियों के साथ बातचीत करने के लिए बोली पूर्व आभासी बैठक 21.10.2021 को पूर्वाह्न 11:00 बजे आयोजित की जाएगी।

Virtual Pre-Bid Meeting will be held on 21.10.2021 at 11:00 AM to have a dialogue with authorized officials of the prospective bidders regarding seeking clarifications on terms & conditions, specifications etc., of the bid document.

किसी भी मामले में बिचौलियों से संपर्क नहीं किया जाएगा। किसी भी रूप में पक्षप्रचार से प्रस्ताव को अपात्र घोषित कर दिया जाएगा।

Intermediaries shall not be entertained in any case. Canvassing in any form shall disqualify the offer.

बैंक बिना कोई कारण बताए प्राप्त किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार रखता है।

The Bank reserves the right to reject any or all the tenders received without assigning any reason whatsoever.

सार्वजनिक क्षेत्र के बैंकों/उपक्रमों या सरकारी विभागों द्वारा बेची या निपटान की जाने वाली संपत्ति को प्राथमिकता/वरीयता दी जाएगी।

Priority/preference will be accorded to property to be sold or disposed of by Public Sector Banks/ Undertakings or Government Departments.

इस दस्तावेज़ में दिए गए मानदंड, नियम और शर्तों आदि के अनुरूप सभी आवेदनों की जांच की जाएगी।

All the applications will be scrutinized as per the criteria, terms and conditions etc. given in this document.

केवल उन्हीं बोलीदाताओं की वित्तीय बोलियां खोली जाएंगी, जो तकनीकी मूल्यांकन मानदंडों को पूरा करते हैं और जिनके फ्लैट बैंक की समिति द्वारा स्वीकार्य पाए जाते हैं। वित्तीय बोली खोलने की

तारीख और समय बाद में सूचित की जाएगी।

Financial Bids of only those bidders, will be opened, who fulfill the technical evaluation criteria and whose flats are found to be acceptable by Bank's Committee. The time and date of opening of the financial bid will be intimated subsequently.

फ्लैट का विवरण / DETAILS OF THE FLATS:

श्रेणी Category	फ्लैटों की संख्या No of flats	वर्ग फुट में फ्लैटों का कालीन क्षेत्र Carpet area in sq. ft. (as per MahaRERA guidelines)	फ्लैट विवरण Flat details	पार्किंग विवरण Parking details	फ्लैटों का स्थान Location of Flats
4बीएचके 4BHK	एक /One	2500-3000**	4बीएचके वाले फ्लैट में नौकर के लिए अलग से कमरा होना चाहिए। The flat should comprise of 4BHK with separate servant room.	न्यूनतम दो कवर कार पार्किंग की जगह At least two covered car parking spaces.	मुंबई सेंट्रल रेलवे स्टेशन से लगभग 5 किलोमीटर के हवाई दायरे में Within aerial radius of around 5 Kms from Mumbai Central Railway Station
3बीएचके 3BHK	एक /One	2000-2500**	3बीएचके वाले फ्लैट में नौकर के लिए अलग से कमरा होना चाहिए। The flat should comprise of 3BHK with separate servant room.	न्यूनतम दो कवर कार पार्किंग की जगह At least two covered car parking spaces.	

** Note: SIDBI reserves the right accept variation in area by +/-10% (approx)

Information for Bidders:

1. The tender document can be downloaded from the website of the Bank www.sidbi.in or from the Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in> or can be obtained from the office of Small Industries Development Bank of India (SIDBI), Plot No C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051 during office hours between 10.00 a.m. to 6.00 p.m., (on any working day before the last date of submission of the tenders). For any further queries or clarifications, you may contact at 8905778779 or 7208403422.

2. A non-refundable tender fee of Rs.1000/- + GST (Rupees One Thousand plus GST) should be paid by way of Demand Draft/ RTGS/ NEFT/ Pay Order drawn on any Nationalised Bank/ Approved Scheduled Bank, payable in favour of "Small Industries Development Bank of India." This tender fee should be in a separate cover superscribed as "**Tender fee**," if the tender document is downloaded from the website, then the fee shall be enclosed with the bid document. If the tender fee is not paid, the offer may be liable for rejection.

OR

Tender fee may be deposited directly in SIDBI's Bank A/C and copy of e-receipt should be submitted along with documents. SIDBI's Bank A/C Details are as under:

Account Name	SIDBIAPV
Bank	State Bank of India
Branch	Bandra Kurla Complex (04380)
Type of Account	Current
A/c No	37823159064
IFSC Code	SBIN0004380

3. Tenders should be submitted in the prescribed form only. Tenders not received in the prescribed form or with any modifications are liable to be rejected.

4. The Bid can be submitted by the Owner or Owner's authorized representative on or before the last date & time of submission. A representative will have to enclose the Letter of authority/ the Power of Attorney along with the Technical Bid as per the format given in Annexure 1; otherwise, the offer will be considered null and void at any stage as per the decision of the Bank.

5. It is not necessary that both the flats are in the same building/ complex. The evaluation of bids will be done for each type of flat independent of each other.

6. The intending bidder has to put the tender in the envelopes and mark the envelopes as I, II and III. A separate tender has to be submitted for each flat if multiple flats are offered. Usage of Envelopes will be as under:

- i) **Envelope marked as I:** The below-mentioned two sealed Envelopes No. II and No. III be placed in Envelope No. I and sealed. (i.e. Envelope I will contain two envelopes marked as II & III). This envelope marked as No. I would be superscribed "**Tender for purchase of flats at Mumbai.**"
- ii) **Envelope marked as II:** The duly completed Technical Bid be put in this envelope and sealed. This envelope marked as No. II would be superscribed "**Technical bid**".
- iii) **Envelope marked as III:** The Financial Bid be put in this envelope and sealed. This envelope marked as No. III would be superscribed "**Financial bid**".

iv) If the tender envelope is not superscribed, there are chances of accidental opening and liable for rejection of the tender. Therefore, it is advised that the tender be superscribed as above and the instructions to be strictly adhered to.

7. The duly filled in and sealed, and properly superscribed tenders must be submitted either by speed post or by registered post or by dropping in the specified tender box kept at "Ground Floor, SIDBI, Swavalamban Bhawan, C-11, G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051"

or online bid may be sent on flatsrfp@sidbi.in.

The online application shall follow all the above instructions with password protected files and the password will be sent separately to the designated email i.e. janaiah@sidbi.in.

8. If soft and hard copy, both are submitted then while submitting hard copy, The bidder has to certify that the information submitted in Soft copy and hard copy is exactly the same and in case of any discrepancies, bidder agree that the information contained in the soft copy will prevail.

9. The tenders sent by post/email should reach the specified address/email id on or before the last date & time for submission. SIDBI does not take any responsibility for any postal delay.

10. Last date and time to submit bids online (soft Copies) and / or hard copies on or before 10:30 am, 01.11.2021. Any bid delivered/received after the last date and time will not be considered.

11. The tenders will be opened at 11am on the last date of submission.

12. Any corrigendum/ amendments/ clarifications/ extension/ changes regarding this bid process would be posted only on the SIDBI website of www.sidbi.in. and Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in>

13. No queries/clarifications would be entertained after the specified last date & time.

14. The flats in building under Slum Rehabilitation (SRA) scheme would not be considered and would summarily be rejected. Also, the flat must be of the size as indicated in the tender; combined flats (jodi flats) system to meet the said requirement under the tender will not be entertained. Further duplex flats also would not be considered.

15. No brokerage will be payable by the Bank.

16. The following documents should be attached / enclosed with the offers:

- a. Copy of sanctioned plan and layout.
- b. Copy of title investigation and Search Report along with copy of Title Deed documents.

- c. Occupation Certificate from competent authority. (Full Occupation/Partial Occupation/IOD/CC).
- d. Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority.
- e. Site plan copy(Approved site plan)
- f. NOC from the Society, if applicable. Copy of Society share certificate & conveyance.
- g. If the project has been financed by any Bank / Financial Institution, NOC from the concerned Bank / Financial Institution.
- h. NOC from Fire Department
- i. NOC from the Airports Authority of India (applicable if exceeds the limits prescribed)

17. All payments for Tender fee, interest-free EMD etc., would be made through bankers cheque/ draft payable to Small Industries Bank of India, at Mumbai or through NEFT/RTGS as per details given at Sr No. 2 above

18. The Bank reserves the right to accept or reject any/ all the bids at any stage without assigning any reasons and/or suspend this exercise at any stage. In case of suspension of the bid process, no compensation or consideration will be admissible.

19. In case of any outstanding loan, the owner shall enclose a letter from the lending agency/ Bank/ Financial Institution that they shall release the mortgage at the time of registration of sale deed on receipt of payment directly from the Purchaser, of the outstanding loan balance, including any interest or other charges thereon.

20. The premises should be available with all the necessary documents required for sale along with the chain of documents pertaining to the transfer of property, and No Objection Certificate from all the concerned authorities (including society/ builder etc.) and any other document required for registering the flats which the legal department of the Bank, would demand.

21. The Bank would consider the shortlisting of an offer based on suitability of the flats after considering factors such as quality of construction, quality of finishes, availability of all statutory approvals such as occupation certificate / Fire approval, etc., flats having assigned car parking, easy access road to the building, the building located in higher elevated areas and not in low lying areas prone to waterlogging during rains, building with adequate lift facility, etc. Further, factors like flats in comparatively new buildings with modern amenities, like clubhouse, swimming pool, Health club, DG set/ back up power provision, lobby area, 24 hours of water supply, surrounding view, etc., shall also be considered to decide the suitability of the offer.

22. The owners of the shortlisted offers would be asked to give a certificate through their lawyers to the extent that the premises have clear and marketable title without any encumbrances.

23. Plans duly approved by municipal authorities/competent authority 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. NOC from the Society need to be enclosed.

24. All the legal documents required by the Bank for verification of the title clearance of the property should be submitted. The title certificate issued by Bank's Solicitor / Advocate only shall be considered. Only for Builders who are ready to enter into Agreement of Sale acceptable to Bank's Solicitor/advocate need to apply.

25. The NOC from the Society/ or any other body, as the case may be, in the Bank's name should be provided before signing of the agreement.

26. 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 flat or conclusion of the deal, whichever is later. Any expenditure /expenses towards the outgoings/maintenance of the premises prior to the said date will be borne by the sellers whenever it becomes payable, which could be even after the conclusion of the deal. These charges include all maintenance charges, society charges, electricity charges, etc., whatsoever nature, payable by the owner/seller till the date of possession to the purchasers.

27. The charges towards the transfer of the said flat/transfer premium payable to the society / statutory authority, or anybody, are to be borne by the bidder (seller) only.

28. If any approval/permission required from any statutory authority for transferring the said premises are to be obtained by the offeror/seller, it shall be at his own cost, and the offeror/seller has to pay all the requisite charges towards the same.

29. The stamp duty, registration charges payable in respect of this sale transaction through this tender called for the purpose and/or Instrument of Sale and on all other documents in relation to this sale would be borne by the Bank. It is clarified that this clause excludes any stamp duty or registration charges etc., payable on any deal(s) prior to this deal.

30. The advertisement released in this context will form part of the contract.

31. The offeror has to submit the detailed layout plan of the individual flat being offered along with the details of the specifications of the above finishes in the flat. Further, the specification of the finishes in the flat is to be filled in the annexure for each room separately.

32. By submitting this offer, the owner/ seller has permitted the Bank, with prior appointment, to inspect the premises offered as well as the property documents and to carry out the measurements, valuations and Title investigations thereof.

33. The Bank reserves its right to reject the bid or offer if the flat/s is/are not found in habitable condition.

34. If any date appearing in the tender is declared a holiday, the next working day will be automatically considered in its place.

35. The Bid is a lump sum for the purchase of flat by the Purchaser.

36. TDS, as applicable, would be deducted from the payment to be made to the seller.

37. The entire consideration amount would be paid as per mutually agreed payment terms given the tender. The registration of the flat would be done only after the flat is in a finished condition.

38. The offeror / Owner / Bidder/owners representative or any other persons associated with submission of the Bid should not advertise/propagate / that they have sold the premises to the Purchaser either in their catalogues/ brochures/ media, including social media, without the prior written permission from the Purchaser, thereby meaning that no mileage is drawn out of the name of the Purchaser in any way.

39. All the copies/ certificates etc., submitted with the tender, should be self-attested by the bidder/ owner.

40. The Technical / Financial Bid will remain valid for 120 days after the opening of the financial bids. The Bank reserves the right to extend the tender validity in case the process is not completed within 120 days.

41. The Bank's decision will be final and binding in deciding if the premises offered is situated within the localities specified and is suitable or not suitable for SIDBI.

42. The Bank reserves the right to take clarification from any Authority like MMRDA, BMC, Department of Posts etc., on this issue. However, the final decision will rest with the Bank.

43. The flats, at the time of handover, should be completely finished in perfect habitable condition, with the following:

- a. Flooring, plastering and painting, etc.
- b. The flats should have walls demarcating the various rooms in the flat so offered.
- c. The toilets are required to be finished with both waterproofing, tiling (floor and wall cladding, etc.). The toilets are also to be fitted with all required modern sanitary and other plumbing fittings.
- d. The flats should have all the doors and windows finished.
- e. The electrical wiring, fitting, etc., are to be completed in all respects in all the rooms.
- f. No leakage in any of the wall/s of the flat/s

g. Note: If the any of the above item is not available, the seller has to provide the same (of "A" class standards) and add the cost for in base flat price column provided in the Financial Bid/Price Bid.

44. Age of the flat should not be more than 10 years (Counted from date of issuance of Occupation Certificate). However SIDBI reserves right to relax this condition depending upon the condition of the flat/building.

45. In addition to the above, the Bank reserves the right to get the documents of such short-listed properties to be examined by the legal department of the Bank, and their decision in this matter would be final.

46. After the transferability of the shortlisted flats is ascertained, The Bank reserves the right to call for an interest free Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees two lakh only) or any such amount as decided, from such bidders who would qualify for opening of their financial bids. EMD by way of demand draft / pay order / RTGS/NEFT should be submitted with seven days of demand as per the procedure detailed at 2. Unconditional and irrevocable Bank Guarantee of an equivalent amount from a scheduled commercial bank can be submitted in lieu of EMD. EMD of unsuccessful bidders would be returned without any interest on completion of the process. However, in case of a successful bidder the EMD would be retained and returned at the time of registration. In case the offeror/ bidder does not submit the EMD within the stipulated time of seven days, the offer would be rejected and his financial bid would not be opened.

47. In case the successful bidders refrain from transferring the said property or delays beyond a period of 120 days from the date of opening the Financial Bid, then the EMD would be forfeited.

48. In case the Tenderer/ Bidder withdraws his offer during this period, the EMD paid by them shall be forfeited.

49. The EMD would be non-interest bearing.

50. Only after the receipt of EMD (which can be relaxed at the discretion of the Bank) the Financial Bid of the respective Tenderer/ Bidder would be considered valid for opening.

51. The financial bids for only those shortlisted properties after technical evaluation, which qualify for transfer, would be opened by a Committee constituted by the Bank in front of the bidders, who choose to be present. It is clarified that the Financial Bids will not be opened for the Tenderer/ Bidder who does not qualify in the Technical Bids / who do not submit the requisite EMD (at the discretion of the Bank).

52. The area of the flat will be measured by the engineers of the Bank, the area of the flat shall be, as per MahaRERA guidelines. The area computed shall be final and binding.

53. In all cases, wherever applicable, the quoted amount written in words will be considered wherever there is a difference between the quoted amount mentioned in words and numerals/ figures.

54. The bidder/ owner/ seller would sign all the requisite documents as advised by the Bank.

55. This tender is continuation of the previous tender No.400/2022/1636/BYO/Premises and is for enhancing the competition. The bids shortlisted in the previous tender will be taken as valid bid for this tendering process too.

GENERAL CONDITIONS:

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below, which will automatically be considered as part of the Agreement with the successful Bidder (i.e. Seller in the Agreement) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

i. INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORING:

As per the directives of the Central Vigilance Commission(CVC), the SIDBI is bound to Implement a concept called Integrity Pact(IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/ bidders and the buyer(i.e. SIDBI) committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The IP envisages a panel of Independent External Monitors, who would review independently and objectively, whether and to what extent parties have complied with their obligations under IP

ii. **Law:** The Agreement shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

iii. **Standard Arbitration Clause:** All disputes or differences arising out of or in connection with the present tender document including the one connected with the validity of the tender document or any part thereof, should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this tender document (except as to any matter the decision or determination whereof is provided for by these conditions) which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, sole arbitrator shall be nominated in writing agreed upon by the parties. The sole Arbitrator/arbitration shall have its seat in Mumbai city. The venue for arbitration shall be Mumbai city. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 or as amended or re-enacted. Each party shall bear its own cost of preparing and presenting its matter before the

sole arbitrator. The cost of arbitration including the fees of sole arbitrator and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this tender document during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

iv. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in sale of the flats or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present tender or any other Contract with the SIDBI. Giving or offering of any gift, bribe or inducement or any attempt at any such act by the Seller or on behalf of the Seller to any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the Bid, imposition of penal damages, forfeiture of the EMD and refund of the amounts paid by the Buyer.

v. **Due diligence by SIDBI:** SIDBI shall conduct due diligence of residential flats. The seller/vendor agrees to co-operate with SIDBI and its professionals in any and all manner for the purpose of the said due diligence.

vi. Force Majeure:

a. "Force Majeure" shall mean any event being acts of nature or acts of public enemy or acts of war or terrorism or riots or civil disorders or rebellions or revolutions or acts of Government of India/State of Maharashtra in their sovereign capacity or epidemics or pandemics or any order of court or authority or tribunal or any cause beyond reasonable control of either Party, which affects or disrupts or hampers the performance by any of the Party of any of its obligations under this Agreement.

b. In the event there is an occurrence of Force Majeure event, then in that event the Party affected by Force Majeure event shall be excused for such non-performance of its obligations during the occurrence or existence of Force Majeure event and in such an event SIDBI shall not be liable for payment of any Fees to the bidder.

c. In the event there is an occurrence of Force Majeure event, the Party whose performance is affected or prevented by a Force Majeure event shall immediately inform the other Party in writing about the existence or occurrence of Force Majeure event within 10 (ten) days from the occurrence of Force Majeure event. SIDBI alone shall decide as to whether the event is an event of Force Majeure or not.

d. Once the Force Majeure event ceases then on cessation thereof, the Party whose performance is affected or prevented by a Force Majeure event shall continue to perform its obligations under this Agreement. The Party whose

performance is affected or prevented by a Force Majeure event shall also immediately inform to the other Party in writing when the Force Majeure event ceases.

e. In the event of existence of such Force Majeure event, the Term of this Agreement shall stand extended for the same period that is of the existence of Force Majeure event.

vii. **Termination:** The Buyer shall have the right to terminate the Bid of the successful bidder in part or in full on happening of any of the following events:

a. At any point of time prior to the registration of the final Agreement for Sale for residential flats without assigning any reason.

b. An interim resolution professional or resolution professional or liquidator is appointed in respect of the Seller.

c. The Seller is declared bankrupt or becomes insolvent or files an application for winding up.

d. If due diligence conducted for the residential flats is not satisfactory to the Buyer.

e. With mutual agreement.

f. As per decision of the sole Arbitrator/Arbitration Tribunal.

viii. **Notices:** Any notice required shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail or email, addressed to the last known address of the party to whom it is sent.

ix. **Amendments:** No provision of Agreement shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of Agreement and signed on behalf of both the parties and which expressly states to amend the Agreement..

x. **Validity:** Bids submitted by bidders shall remain valid for acceptance for a period up to 120 days from the date of opening of Financial Bids. The bidders shall not be entitled during the period of validity, without the consent in writing of SIDBI to revoke or cancel their Bid or to vary the Bid given or any terms thereof.

SPECIAL TERMS & CONDITIONS:

1. The offer shall be valid for 120 days from the date of opening of financial bids. During the validity period of the offer, bidder/ offeror 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. A) The quoted rates per sq. ft. (for carpet area as per MahaRera Guidelines) of base flat in column F should be inclusive of all standard provisions as specified in the clause no.43 of this document.

B) The applicable GST against the base flat price, if any shall be indicated separately in column G provided in the table in the financial/ price bid.

C) Other charges in column H would include items such as car parking charges, maintenance charges, formation of society & apex body charges, electricity/water/gas connection charges, corpus fund, club house, GST and all other taxes as applicable etc.

3. Nothing over and above quoted will be payable. Maintenance charges will be paid after the possession of the flats.
4. Offers of extended constructions/ retro-fitting over the existing buildings with external columns will not be considered.
5. Bank shall only pay stamp duty and registration fees and all other charges in respect of the residential flat shall be borne by the bidder/individual including Collector, society and other charges payable to any person.
6. The bidder whose offer is finalized should execute the final Agreement complete in all respects within the time frame informed by the Bank

PAYMENT TERMS:

- a. The total purchase price mentioned in Financial Bid, based on the joint carpet area measurement of the flat(s) will be paid as mutually agreed upon.
- b. TDS and any other taxes, as applicable, shall be deducted as per applicable statutory rules/norms, while making payment to the owner.

EVALUATION OF TECHNICAL BID

1. The Bank has adopted system of Quality cum Cost Based System (QCBS) for evaluation of Technical Bid received. The salient feature of evaluation system is mentioned as under:

Bidders are advised to note importantly that evaluation of offers will be under QCBS. The methodology under this system will be as under:

1.1 All the offers received will be screened and short listed by the Committee constituted by Bank, based on the requirement specified and the details submitted by the bidder by carrying out inspection of the offered sites. The offeror should have flats in ready condition for the inspection of committee. Immediately after opening of the 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 in various parameters. The detailed list and marks assigned to each parameter is as under:

Sr. No.	Parameters	Maximum Marks
1	Locational factor: Offered property should be located in good residential area in the vicinity of educational institutions (schools/colleges), hospitals, marketplaces, post office, police station, Bank, Railway Station	45

2	Quality of construction, specification of internal fixtures / finishing items i) Excellent (Full Marks) ii) Good (20) iii) Average (10)	30
3	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 (Full Marks) ii) Suitable (20) iii) Good (15) iv) Average (10)	25
4	Additional Amenities i) Garden, Gymnasium, Swimming pool, Club House (Full Marks) ii) Any three of sr.no. i) - (15) iii) Any two of sr.no. i) - (10) iv) None (0)	20
5	Availability of car parking within the site i) Exclusive covered car parking (2 nos or more) - (Full marks)	30
6	Society Maintenance Charges i) Less than ₹ 8/- per sq. ft. of Carpet Area (Full marks) ii) Between ₹ 8/- to ₹ 15/- per sq. ft. of Carpet Area (20) iii) More than ₹ 15/- per sq. ft. of Carpet Area (10)	30
7	Age of the property: Less than 5 years – (Full marks) Between 10 to 5 years – (15)	20
Total		200

1.2 Bidder obtaining 60% and above marks in their technical Bid will be qualified for opening the Financial Bid.

1.3 Bidders are advised to note importantly that evaluation of offers will be under **Quality cum Cost Based System (QCBS)**. The procedure which will be followed to arrive at conclusion under this system will be as under:

i) Preliminary evaluation of the documents submitted in the technical bids will be done to ensure that the bidders fulfil the criteria as per detailed terms and conditions specified in the tender documents.

ii) Thereafter, the site will be visited by Bank to verify the suitability of location and genuineness of facts stated in the technical Bid submitted. The Shortlisting of 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. The marks will be given by the committee after due consideration of all parameters. Marks given will be final and no communication to alter or increase the marks given shall be entertained by the Bank.

iii) The marks obtained by qualified bidder will be intimated to such bidders 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 bid evaluation, will be opened.

v) Financial Bid of the bidder with the lowest price per sq. ft. of carpet area, as per MahaRera Guidelines, and as indicated in the financial / price bid column I. 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 / in technical parameters and the marks obtained by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical Bid (%)	Rate quoted (In Rs.) per sq. ft. carpet area
A	80	45,000
B	70	40,500
C	75	42,000

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.

From:

Senders name & address

To
 The Chief General Manager
 Premises
 Small Industries Development Bank of India
 C-11, G Block
 Bandra- Kurla Complex, Bandra East,
Mumbai – 400051

Sir,

**Offer for Purchase of residential flat in Mumbai
 on ownership basis**

This offer is with reference to the advertisement in the newspapers for purchasing two residential flats in Mumbai.

We hereby undertake that we have understood all the terms and conditions stated in the advertisement and the application form, and we would abide by the Bank's decision on the same. The details of the premises offered are as under

PART A: General Information	
1	Tender reference number
2	Details of vendor / firm / builder /owner:
2.1	Name of the Owner/Co./Firm/ Entity/Individual, 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/Individual etc.):

2.5	Copy of registered document between Developers and the land owners in case the land does not belong to the builder/individual:	
3	Marketability of Title of the vendor to the residential flats:	
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/apartment	
	b. Flat No.	
	c. Sector No./Pin No.	
	d. Street	
4.3	Usage of property (as approved by Competent Authority) a. Residential	
4.4	Distance to public amenities (in Kms.)	
	a. Educational Institution (schools/colleges)	
	b. Hospital	
	c. Market place	
	d. Post Office	
	e. Police Station	
	f. Bank	
	g. Railway Station	
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	Carpet Area Details (as per the earlier agreement/sanctioned plan) (3BHK):	
	Carpet Area Details (as per the MahaRERA guidelines) (3BHK):	
5.1	Total Area of flat	sq. ft.
5.2	Details of rooms	Dimension Area (Carpet) (in sq. ft.)
	a. Hall/Living room	
	b. Bedrooms –	
	i.	
	ii.	
	iii.	
	c. Kitchen	
	d. Study	
	e. Toilet	
	f. Bath/Toilet (combined)	
	g. Passages	
	h. Servant room	
	i. Balcony	
	Carpet Area Details (as per the earlier agreement/sanctioned plan) (4BHK):	
	Carpet Area Details (as per the MahaRERA guidelines) (4BHK):	
	Total Area of flat	sq. ft.
	Details of rooms	
	a. Hall/Living room	
	b. Bedrooms – i.	
	ii.	
	iii.	
	iv.	
	c. Kitchen	
	d. Study	
	e. Toilet	
	f. Bath/Toilet (combined)	
	g. Passages	

	h. Servant room		
	i. Balcony		
6	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		
6.1	Age/ Condition of Construction/ Building:		
6.1.1	Year of completion of Construction (Completion and occupation certificate with date to be enclosed/IOD Certificate/Sanction Plan)		
6.1.2	Whether structural stability certificate enclosed (Certificate shall be from Licensed Structural Engineer of Municipal Corporation)		
7	Details of boundaries and adjacent buildings:		
7.1	Boundary of the property a. North b. East c. South d. West		
8	Amenities provided in the Flat:	Nos.	
	a. Fans		
	b. Geysers		
	c. Wardrobes		
	d. Exhaust Fans or Chimney		
	e. Electrical Fittings – Tubelights etc.		
	f. Washbasins and mirrors		

	g. Shower in bathroom / bathtubs	
	h. Any other facility like video door bell/intercom / telephone / dish antenna / internet, etc.	
	i. Details of internal furnishings	
8.1	Additional Amenities:	
	a. Garden, Gymnasium, Swimming pool, Club House etc.	
9	Common facilities provided: (Give details)	
	a. Car Parking space and number of parking space	covered / Open
	b. Two-wheeler parking	covered / Open
	c. Power / Electricity	Adequate and available / Not available
	d. Water supply: Municipal Corporation. 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	
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	Other Information (For Entity):	
11.1	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.	
11.2	No. of years in the construction Line	
11.2.1	Last 3 years (FY) turnover: 2017-2018 2018-2019 2019-2020	
11.2.2	Details of last 5 projects completed - Date of commencement - Date of completion - Total value	
11.3	Name and address of the banker	
11.4	Any other information not covered above / Other remarks, if any.	
12	LIST OF ANNEXURES: (attach separate sheet if space is found insufficient)	

Certificate from the Owner/s

I/We _____ (Name) M/s _____ (Name of Company/Body/Firm) hereby certify that I/we _____ am/are the owner/s of the flat /property as described at _____(Address) and are legally entitled to sell the subject flat / property. On our behalf, the bidder has signed below and has made the Bid to SIDBI, and we are liable for the Bid submitted by _____.

Address of the flat/property offered:

Signature of the owner:

Signature of the bidder:

Name of the bidder:

Undertaking by the owner or representative of the owner

I/ We further declare, confirm and undertake:

1. I/We declare that the premises are structurally stable with adequate fire safety requirements, and the building is built as per the approved plans. Requisite permissions such as Building Plans Approval Certificate, Commencement Certificate, Occupation Certificate, Fire Safety Certificate, Stability Certificate and any other Certificates and other permissions as required have been procured.
2. I/We declare that the flat and car parking being offered has a clear, marketable title, and the premise is free from all court cases, encumbrances, litigation and is free from any kind of dispute of any nature.
3. I/We declare that the premises has been built as per the Municipal approved plans, and the same has been enclosed.
4. I/We declare that the premises has been approved by the Fire Authorities, and the certificate for the same is enclosed.
5. I/We undertake to follow the process and the payment terms suggested by the Bank to effectively transfer/ assign the flat to them. The drafts of all documentation would be finalized by the Bank, shall be final and binding on me/us.
6. I am /We are aware that all the outgoing and other expenses will be borne by the Purchaser from the date of handing over possession of the flat with the car parking, or conclusion of the sale transaction, whichever is later. Any expenditure/expenses prior to the said date will be borne by me/us.
7. I/We undertake to furnish the no dues certificate / no objection certificate from the concerned society, for which the entire payment will be made by us.
8. The Transfer Fees or any other charges or contributions or outgo and all other expenses demanded by and/or payable for transfer of the above-mentioned premises to the Society, or any other entity /authorities etc., shall be borne and paid by me/us alone. However, the registration charges and stamp duty will be paid by the Purchaser.
9. 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.
10. I/we are also aware that in case my/our offer is as not as per the consideration decided by the Bank and that the Bank may reject my/ our offer even if I/ we

are the lowest bidders, subsequent to this the Bank shall have full right to purchase any other property.

11. The Tenderer/ Bidder shall not be entitled to raise any objection or dispute whatsoever after the tender is deposited.
12. 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 Purchaser concerning and/or relating thereto and/or relating to the above-mentioned premises, Civil Courts in Mumbai shall have exclusive jurisdiction.
13. I/we am/ are aware that the exclusive car parking space would be as available at the site and would be incorporated in the sale deed, or a letter authorizing the said use will be provided by us.
14. The form which is downloaded from the website has not been changed or corrected in any manner. I/ We understand that only the conditions appearing in the original tender form will be treated as valid and would be incorporated in the agreement. For checking, the form used by me will be compared and confirmed with the original available with The Bank. If there are any changes/ corrections in the form, my / our tender is liable to be rejected at the discretion of The Bank at any stage. Any unwarranted information submitted in the tender form/ bids would be discarded.
15. I/We hereby confirm that all the terms and conditions specified in this Tender Form are acceptable to me/us. I/We further ensure that all the required details have been furnished in the appropriate blank places. If this Tender form/ information provided is incomplete/ incorrect in any respect on my/our part, then the same is liable to be rejected at the discretion of The Bank at any stage.
16. All the over writings have been duly authenticated by signing beside such over writings.
17. I/We hereby declare and confirm that we would not advertise/propagate in any form, i.e. in Print media (newspapers, brochures, catalogues, etc.), electronic media, social media or in any form of advertising / soliciting in respect of the said process. I/we are aware and hereby give our consent to the Purchaser to initiate any action as they deemed fit in the event the said condition is violated.
18. Any strike-off made while filling in the forms has been authenticated by signing beside such strike-offs.
19. There is no mention of any financial details or conditions, or amount details in the Technical Bid.
20. The bid amount is mentioned only in the Financial Bid. There are no technical

conditions in the Financial Bid.

21. I/We would provide the following documents as per the requirements of The Bank:

- i. The original chain of documents/sale deeds / any other title documents through which the offered flat and car parkings were purchased by me/ us earlier.
- ii. Permission of the lessor in case of leasehold land, as required.
- iii. Duly stamped and registered Letter of Authority /Power of Attorney (if applicable).
- iv. Receipt of payment of latest Society charges, Electricity Bill and any other charges.
- v. In the case of documents in vernacular language, English translations thereof.
- vi. Non-encumbrance Certificate and any other document required for effective transfer of the flat to the Purchaser.
- vii. NOC from the Society/ or any other authority.
- viii. For obtaining all such certificates/ documents, the expenses will be borne by the bidder.

22. The flats will be freshly painted, and all the plumbing and electric connections are in working condition.

23. I/We hereby confirm that all the terms and conditions specified in this Tender Form are acceptable to me/us. I/We further confirm that all the required details have been furnished in the appropriate blank places. If this Tender form is incomplete in any respect on my/our part, then the same is liable to be rejected at the discretion of the Purchaser.

24. I/We, the undersigned am / are submitting this offer (in a sealed Envelope No. I **duly superscribed** and as per directions given in the instructions) for sale of our flat at _____(give complete address).

Signature of owner/ Joint owners/Authorised Signatory

Name of the signatory

Date: _____

Place: _____

ANNEXURE I

Letter of authority for signing and submitting the tender.
(On Letterhead and to be signed by the Authorized Signatory having Power of Attorney).

I/We _____ (Name) Director/Owner of M/s _____ (Name of Company/Body/Firm) hereby certify that I/we am/are the owner/s of the flat property as described at _____ (Address) and **are legally entitled to sell the subject flat property. I/we am authorized to sign the tender document vide Power of Attorney dated _____ vide this power given to the undersigned for signing the tender document. On our behalf, I/ We hereby authorise Shri / Ms _____ to sign and submit the tender to SIDBI/the Bank for requirement of the flat. I authorize Shri / Ms to submit the offer to SIDBI / the Bank on our behalf. We shall abide by the terms and conditions of the said tender along with the commercial Bid submitted by the authorized representative.**

In case the Power of Attorney is an employee/agent/representative, the same is to be ratified by the Owner / Directors/ Proprietors as below:

I _____ have authorized Shri/Smt _____ to sign the tender document and I/We _____ would be binding on the tender document signed by Shri/Smt. _____ His/Her signature is appended below:

A copy of the Power of Attorney/ Board Resolution is attached along with the tender document.

Name of the owner:

Signature of the owner:

Name of the Authorized Signatory :

Signature of the Authorized Signatory :

PRE-CONTRACT INTEGRITY PACT

(To be submitted on the letterhead along with pre-qualification application duly filled and signed)

(Successful bidder would be required to submit on non-judicial paper of Rs.100/-)

General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____place___ on ---- day of the month of -----, 2021 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Mumba Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051, Tel.: 022-6753-1100 (hereinafter called the Employer/SIDBI, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s _____ represented by Shri _____, Authorised Person (hereinafter called the Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the SIDBI proposes to issue Tender Notice/RFP for Appointment of Contractor for PURCHASE OF RESIDENTIAL FLATS AT MUMBAI is willing to offer/has offered the services and WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ registered export agency (as applicable), constituted in accordance with the relevant law in the matter and the SIDBI is a corporation set up under an Act of Parliament.

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

Enabling the SIDBI to obtain the desired said services 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 SIDBI 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:

1. Commitments of the SIDBI

1.1 The SIDBI undertakes that no official of the SIDBI, 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, organization 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 SIDBI 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 SIDBI 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 SIDBI with full and verifiable facts and the same is prima facie found to be correct by the SIDBI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SIDBI, and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SIDBI the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

2.1 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:

2.2. 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 officials of the SIDBI, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SIDBI 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 favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.4. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.5. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

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 SIDBI or their family

members, agents, brokers or any other intermediaries in connection with 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 SIDBI 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 to any of the officers of the SIDBI or alternatively, if any relative of the officer of the SIDBI has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

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 SIDBI.

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 canvass 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. Sanctions for Violations

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

- (i) To immediately call off the pre contract discussion/negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SIDBI and the SIDBI shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the bank guarantee/Security Deposit, furnished by the BIDDER.
- (vi) 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 SIDBI resulting from such cancellation/rescission and the SIDBI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the SIDBI or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the SIDBI.
- (viii) 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.
- (ix) Forfeiture of Performance Bond, if any in case of decision by the SIDBI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2. The SIDBI will be entitled to take all or any of the actions mentioned at para 6.1 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.

4.3. The decision of the SIDBI to the effect that a breach of the provision 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.

5. Independent External Monitors (IEM)

5.1. The SIDBI has appointed, Shri Nageshwar Rao Koripalli, IRS (Retd.) as an Independent External Monitor (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission.

Shri Nageshwar Rao Koripalli, IRS (Retd.)
38, The Trails, Manikonda, RR District,
Hyderabad - 500089
Mobile No. 9788919555
email-id: knageshwarrao@gmail.com

5.2. The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

5.3. The IEM shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

5.4. Both the parties accept that the IEM have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.5. As soon as the IEM notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the SIDBI.

5.6. The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the SIDBI including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality

5.7. The SIDBI will provide to the IEM 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 IEM the option to participate in such meetings

5.8. The IEM will submit a written report to the designated Authority of the SIDBI within 8 to 10 weeks from the date of reference or intimation to him by the SIDBI/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the SIDBI 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.

7. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Mumbai.

8. 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.

9. Validity

9.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the SIDBI and the BIDDER/CONTRACTOR, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of its signing.

9.2. Should one or several provisions of the 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.

10. The parties hereby sign this integrity Pact, at _____ on ____

SIDBI
Name of the Officer
Signatory
Designation
SIDBI

BIDDER
Authorised

Witness
1. _____
2. _____

Witness
1. _____
2. _____



भारतीय लघु उद्योग विकास बैंक

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

TENDER FOR PURCHASE OF RESIDENTIAL FLATS IN MUMBAI

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra
East, Mumbai, Maharashtra 400051, Tel.: 022-6753-1100

Website: www.sidbi.in

FINANCIAL BID – Part B

(The financial Bid to be placed in Envelope III, sealed and superscribed)

PRICE/FINANCIAL BID

1. Address of the flat being offered :

2. Carpet Area of the Flat 3BHK:

4BHK:

Ref: Offer for sale of Residential Flats at _____

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

A	B	C	D	E	F	G		H	I	J
Sr. No	Location	Flat No.	Floor No.	Carpet Area of the flat in Sqft. as per MahaRE RA	Rate per sq. ft. carpet area (INR in figures & words) as specified under clause no.43	GST (INR in figures & words)		Other Charges (INR in figures & words) * Please refer clause no.2C of special terms & conditions inclusive of GST	Rate per sq. ft. inclusive of all charges (INR in figures & words)	Total Cost per flat (INR in figures & words)
						CGST (INR in figures & words)	SGST (INR in figures & words)			
Total										

***Refer to Special Terms and Conditions.**

Note:

Bidders shall quote rate and amount excluding registration and stamp duty charges. The rates quoted per sq. ft. for carpet area in column F should be of base flat inclusive of all standard provisions as specified in clause no.43 of this document.

Other charges in column H would include items such as i.e. car parking charges, maintenance charges, formation of society & apex body charges, electricity/water/gas connection charges, corpus fund, club house, GST and all other taxes as applicable etc. Nothing over and above the quoted rate shall be payable.

I have noted that:

Apart from the above, no other charges except stamp duty, registration charges and the property transfer document charges (legal charges) payable to the lawyer will be payable by the Purchaser.

The society charges and any other charges by whatever name called payable to the Society or any other authority for the transfer of the said flat in the name of the Purchaser would be payable by the seller.

This entire amount would be paid to me/ my representative/ my bank/ as per mutually agreed payment terms subject to the declaration given above

In case of a discrepancy between the amount quoted in figures and words, the amount quoted in words would be considered.

In case there is a variation in the carpet area mentioned by us and that verified by Board / Purchaser, in line with tender specifications, the area verified by Purchaser shall be considered as Final. This may or may not affect the area in record/ already recorded in (earlier) documents.

If the building is constructed on leasehold land, then the Local Collector/ /MHADA/ MMRDA/ any other authority's charges required for transfer of the flat in the name of the Purchaser would be payable by the seller.

Signature of owner/ Joint owners/Authorised Signatory

Name of the signatory :

Date :

Place :