

Tender for Purchase of “NON-AGRICULTURE LAND”

Part I – Technical Bid (to be kept in Envelope marked II to be superscribed as Technical Bid)

Introduction:

UTI Infrastructure And Services Ltd., has been retained as a consultant for Bank of Maharashtra and therefore this tender is invited on behalf of Bank of Maharashtra in two bid system comprising of (a) Technical bid and (b) Financial bid.

In case of any clarifications the intending bidder may contact Ms. Varsha Bhure, Assistant Manager, UTI Infrastructure And Services Ltd., Ground Floor, UTI Tower, Gn Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 at Telephone No. 022-66786113 or 022-66786000.

Location: Non-agricultural land of about 1 acre at LAVASA, Pune.

General Instructions:

1. The tender document can be freely downloaded from the website www.utiasl.com and website www.bankofmaharashtra.in or can be obtained free of cost from the office of UTI Infrastructure And Services Ltd., Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (E), Mumbai-400051.
2. The bid can be forwarded by Owner or owner’s representative. Representative will have to enclose the letter of authority/ the Power of Attorney along with this offer or before the opening of Financial bids as per the format (as at page 6), otherwise the offer will be considered null and void at any stage as per the decision of UTI IASL/ Bank of Maharashtra.
3. If the owner/ bidder has more than one such property to be offered, separate tender has to be submitted for **each** of the property **separately**.
4. The intending bidder has to submit three envelopes and mark the envelopes as I, II and III. Envelope No. I and II will be put inside the Envelope No. III. Usage of these envelopes will be as under:
 - i) **Envelope marked as I:** The Financial bid be put in this envelope and sealed. This envelope would be super scribed as Financial bid. This bid will be opened if the offer is found suitable and the date to be intimated.
 - ii) **Envelope marked as II:** The duly completed Technical bid be put in this envelope and sealed. This envelope would be super scribed as Technical bid.
 - iii) **Envelope marked as III:** The above two sealed envelopes No. I and No. II be placed in Envelope No. **III** and sealed. (i.e. Envelope marked as III, will contain two envelopes marked as I & II). This envelope marked as No. III would be superscribed as Tender for “ **Offer for purchase of ‘NON AGRICULTURE**

LAND' at Lavasa in Pune for setting up a branch and staff quarters for Bank of Maharashtra".

- iv) If the tender is not superscribed then there are chances of accidental opening and for liable rejection of the tender, therefore it is advised that the tender be superscribed as above and deposited in the tender box kept for the purpose.
5. The duly filled in and sealed and super scribed tenders must be deposited in the specified tender box kept at the address "The Deputy General Manager, HRM & Corporate Services, Bank of Maharashtra, 'LOKMANGAL', 1501, Shivajinagar, Pune 411 005", up to 3:00 p.m. on **September 02, 2009**.
6. The Tenders will be opened at 3:30 p.m. on the same day i.e. on **September 02, 2009**.
7. The tenders may also be sent by post to reach before the scheduled time of 3.00 pm on **September 02, 2009**. addressed to "The Deputy General Manager, HRM & Corporate Services, Bank of Maharashtra, 'LOKMANGAL', 1501, Shivajinagar, Pune 411 005".
8. The following essential conditions are to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:
- Tender should be sent by Speed Post or Registered Post or by depositing in the Tender Box only. Tenders sent through any other means may not be considered at all.
 - Tender should be sent only to "The Deputy General Manager, HRM & Corporate Services, Bank of Maharashtra, 'LOKMANGAL', 1501, Shivajinagar, Pune 411 005" if sent by Speed Post or Registered Post.
 - Acknowledgement will be given to Department of Post only for tender sent by Speed Post and Registered Post.
 - Tender should be superscribed as "Offer for purchase of "Non-Agriculture Land" at Lavasa in Pune for Bank of Maharashtra". (The tenderer has to necessarily super scribe the envelope, failing which the tender may not be considered and may remain unopened or may be accidentally opened before due date rendering it invalid.)
 - UTIIASL/ BOM takes no responsibility for any tender not reaching in time.
 - UTIIASL/ BOM takes no responsibility for tender not reaching at all.
 - UTIIASL/ BOM takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders will not be accepted at all.
 - In case of tenders sent by post, the role of UTIIASL/ BOM is limited and restricted to put in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.
 - It is, therefore, advised that prospective tenderers / bidders should deposit the tender directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post.
 - Tenders, which are not superscribed, may not be considered.

k. Tenders, which are not addressed properly, may not be considered.

Senders name & address:

To,

The Deputy General Manager,
HRM & Corporate Services,
Bank of Maharashtra,
'LOKMANGAL',
1501, Shivajinagar,
Pune 411 005

Sir,

Sub: " Offer for purchase of "Non-Agriculture Land" at Lavasa in Pune for setting up a branch and staff quarters for Bank of Maharashtra".

This offer is with reference to the advertisement released on _____ 2009 in the press/ put up on the websites of UTI Infrastructure And Services Ltd. (UTIISL), and Bank of Maharashtra, for purchasing Non agriculture Land at Lavasa in Pune for setting up a branch and staff quarters.

Desirable features of land:

The land may be on the major road with easy connectivity to Lavasa City Center/ bus stand. The land should be accessible by public transport system.

The proposed land may be around 1 acre in area, suitable for establishment of a branch and staff quarters. Some deviation in area would also be permitted. The land should be conforming to the norms of Maharashtra Regional And Town Planning Act 1966 and amendments thereof, for development and construction of a branch and staff quarters. The land should be preferably free hold and in case if the land is on long lease the balance period of the lease should not be less than 30 years.

The land may be:

- Fairly leveled.
- With dry top soil , non-marshy.
- Regular in shape for optimal use and planning.
- Free from water-logging and not prone to water logging/flooding.
- With not many trees so as to hamper construction.

- Non-agricultural land or duly converted for the development activity to set up a branch and staff quarters.
- Free of high tension lines
- In one part not physically divided by road(s), waterway(s), electric line(s) or railway lines(s), valley or ridges.
- Clear of any construction. In case there are some constructed buildings those will be demolished by the owner and the premises of land will be given free of debris etc.
- The premises of land should be free from any encroachment of whatsoever nature.

I/We understand that:

- a) No brokerage is payable by UTI IASL / Bank of Maharashtra to us or our representative in this transaction.
- b) All payments for EMD etc. would be made through bankers cheque / draft payable to Bank of Maharashtra at Pune.
- c) Preference would be given to the premises of land offered by Public Sector Undertakings/ Government Departments and other Government bodies.
- d) Preference would be given to the suitability of location of the premises of land keeping the features as listed in reference.
- e) The premises of land should be available with all the necessary documents required for purchase along with chain of transfer of property and necessary entries in the office of Revenue Authorities and No Objection Certificate from all concerned authorities as required by the Solicitors/ Advocates/ Lawyers appointed by UTIIASL / Bank of Maharashtra.
- f) The owners of the short listed offers would be asked to give a certificate through their lawyers to the extent that the premises of land can be used for construction of a branch and staff quarters for the Bank.
- g) The area of the premises of land should be around 1 acre. However, this area is approximate and UTI IASL/ Bank of Maharashtra reserves the right to take somewhat more or somewhat less area.
- h) 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 premises of land or completion of the transaction whichever is later. Any expenditure /expenses prior to the said date will be borne by the sellers. These charges also include consumable charges like electricity charges consumed by the owner / seller.

As indicated in this para, the outgoing would mean all the charges applicable for the usage of the premises like society charges, all applicable property taxes, applicable ground lease rent/ other taxes, cess, levies, applicable water tax, applicable electricity charges, applicable charges for the supply of water (either through the piped supply or through tankers or by any other mode), applicable security charges, applicable technical maintenance charges for the equipments installed therein (like water pumps, transformers etc.), applicable sewerage charges, if any, applicable water tank cleaning charges, if any, applicable sullage maintenance charges, if any, applicable charges for operation of electrical and electro mechanical appliances, if any, applicable switchgear maintenance charges,

if any, similar applicable maintenance charges for electro mechanical equipments, as pumps, DG sets, fire extinguishers, if any, telephones and other maintenance contracts, administration and similar other charges, etc. if any. These are basically charges attributable to the area of use and can be generalized as the charges payable for using the premises of land. These charges would include any arrears payable/become payable to any Statutory Authority or local bodies.

- i) The advertisement released in this context will form part of the contract.
- j) By submitting this offer the owner/ seller has permitted UTIIASL/ Bank of Maharashtra or their representatives, with prior appointment, to inspect the premises offered as well as the property documents and to carry out the measurements, valuations thereof.

The details of the premises of offered by us are as under:

Sr. No	Description	Details
1.	Name of the Owner/ Seller (In case of the Joint ownership, please specify all the names, with whom the agreement would be signed and payment would be made).	
2.	Address of the Owner who is selling the premises, where the correspondence will have to be made.	
3.	<ul style="list-style-type: none"> a) Telephone no. with STD Code b) Mobile No. c) Fax No. d) Email address. 	
4.	PAN no. of all the owner / owners' selling the premises.	
5	<ul style="list-style-type: none"> a) Property details as entered in the books of Revenue Authorities like Khasara/ property card/ 7/12 Utara. b) Whether the land is freehold or leasehold. c) If the land is leasehold what is the remaining period of lease. <p>Remark: The owner/ seller / bidder is aware that if the land is leasehold and if the remaining period of lease is less than 30 years the bid is liable to be rejected at the discretion of UTIIASL/ BOM.</p>	
6	Address and details of the premises offered:	

7	Area of the premises of land offered in: a. Acres. b. Square metres. (This area is subject to measurement by UTIASL).	
8	Yearly amount payable towards the lease charges (if any). Detail bifurcation may be given. However, these charges will not be considered for evaluation of bids.	
9	What is the applicable FSI on the land?	
10	Please mention the approximate built up area in square feet which can be constructed as per applicable laws on this land.	
11	I hereby, confirm that there is no embargo on construction/ development on this land. _____ Signature of the owner	
12	I hereby, confirm that as per Maharashtra Regional And Town Planning Act 1966 and amendments thereof, there is no embargo on construction/ development on this land. _____ Signature of the owner	
13	I hereby, confirm that there is no litigation pending in any court of law or with any quasi judicial authority or any other authority debarring the construction/ development on this premises of land. _____ Signature of the owner	
14	I hereby, confirm that there is no litigation pending in any court of law or with any quasi judicial authority or any other authority debarring the transfer/ assignment / sale of this premises of land. _____ Signature of the owner	
15	In case the premises of land offered is carved out of larger parcel of land then the sub-division / mutation in favour of Bank of Maharashtra would be carried out by me and the sub-division fees and the related expenses	

	<p>would be payable by me alone. However, the stamp duty and registration charges while transferring in favour of Bank of Maharashtra would be payable by the Bank.</p> <p>_____</p> <p>Signature of the owner</p>	
<p style="text-align: center;">Certificate from the Owners</p> <p>I/We _____ (Name) M/s _____ (Name of Company/Body/Firm) hereby certify that I/we am/are the owner/s of the said land as described at _____ (Address) and are legally entitled to sell the subject property. On our behalf, the bidder as signed below has made the bid to UTIIASL for requirement of the land by Bank of Maharashtra.</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Signature of the Owner</p> <p>_____</p> <p>Signature of the Bidder:</p> <p>Name of the Bidder :</p>		

Procedure

- a) After opening the first part of the tenders i.e. the Technical bid, UTIIASL / BOM would carry out the evaluation of the tenders received in response to the advertisement.
- b) The premises of land which are not as per the location indicated or unsuitable or do not meet the criteria would be summarily rejected even without inspection.
- c) BOM reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
- d) The financial bid envelopes (without opening) of the bidders, which have not been shortlisted as above, will be returned.
- e) Subject to (b) above, the premises for which offers received will be visited by a joint Committee of UTIIASL and BOM for shortlisting and a preliminary list will be prepared to limit the premises to the suitably best 2 or 3 or more choices.
- f) UTI IASL/ Bank of Maharashtra would appoint an agency/ surveyor to measure the premises of land and the premises of land which do not confirm to the tender requirements would be rejected and their Financial Bids would be returned.
- g) After step (f) the owners/ sellers of the short listed offers would be asked to give a certificate through their lawyers to the extent that the title of their property is clear, marketable and the property could be transferred to Bank of Maharashtra. This Certificate would be given by the owners solicitors.

- h) UTI IASL/ Bank of Maharashtra have the right to get these properties re-examined through the solicitors appointed by Bank of Maharashtra if required and the decision of the /BOM solicitors in this matter would be final. If in the opinion of the solicitors, the property cannot be transferred or assigned or the title is defective then the offer will 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 premises of land is mortgaged subject to the condition that the premises of land is other wise transferable / assignable and the agency who has mortgaged the premises of land 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 for transfer or any other such ground by the solicitors would be returned.
- j) A list of premises qualifying legally as above would be prepared from the premises of land selected.
- k) After the transferability of the shortlisted premises is ascertained, the purchasers reserve the right to call for an Earnest Money Deposit (EMD) of **Rs.50,000/- (Rs. Fifty Thousand Only)** or any amount as decided, from such bidders which would qualify to open their financial bids. This EMD of unsuccessful bidders would be returned within a period of 10 days from the date of opening of financial bids to the owners as mentioned at Sr. No. 1 in the Technical bid. However, in case of a successful bidder the EMD would be retained and returned at the time of registration. In case the successful bidder refrains from transferring the said property or delays beyond a period of four months then the EMD would be forfeited. The EMD would be non-interest bearing. If EMD is called and not deposited then UTIIASL/ BOM reserve the right to reject the offer. UTIIASL/ BOM may not call for EMD from Public Sector Undertakings/ Government Departments and other Government bodies.
- l) This period of four months reckoned from the date of opening of the financial bid for effective transfer would be the essence of the contract.
- m) The valuation of the premises of land for which the transferability is ascertained would be carried out. The measurement of the land 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 BOM/ UTIIASL, in front of the bidders. The date for the financial bid will be intimated at the address given above by the bidder through speed post only.
- o) The sealed corresponding valuation reports will be opened by the same committee, which opens the financial bids.
- p) After the financial bids are opened, comparative statement would be prepared and the lowest bidder out of the financial bids from the shortlisted bidders would be ascertained and requisite decisions would be taken by the purchaser.
- q) The EMD of the unsuccessful bidders will be returned as stated above.
- r) The lowest bidder would be appropriately defined to mean the bidder who has quoted the lowest rate or amount as the case be. 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 lumpsum amount this lumpsum 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 BOM in this would be final. Negotiation may be carried out with the lowest bidder if the corresponding valuation of his premises is low compared to the bid price.
- 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 numerals/ figures.
- u) Ascertaining stamp duty and registration charges would be carried out by the solicitors and the stamp duty and the registration charges would be payable by BOM.
- v) The bidder/ owner/ seller would sign all the requisite documents as advised by the solicitors of UTIIASL/ BOM.

I/ We further declare, confirm and undertake:

- (A) I/ We undertake to furnish the no dues certificate/ no objection certificate from the concerned authorities at the time of transfer/ registration of the deed.
- (B) I/We declare that the premises of land offered has a clear marketable title and the premises of land is free from all court cases, litigation and is free from any kind of dispute of any nature.
- (C) I/ We also declare that the premises will be delivered mortgage free,(if mortgaged) at the time of registration.
- (D) I/ We also declare that the premises of land, if mortgaged, required NOC would be provided to the satisfaction of UTIIASL/ Bank of Maharashtra and their solicitors at the time of registration of Agreement. I undertake to follow the process and the payment terms as suggested by UTIIASL/ Bank of Maharashtra and their solicitors to effectively transfer/ assign the premises of land to Bank of Maharashtra The decision of UTIIASL/ Bank of Maharashtra and their solicitors to pay to the agency with whom the premises of land is mortgaged would be acceptable to me.
- (E) The drafts of all documentation that may be finalized by UTIIASL/ BOM and their solicitors / lawyer shall be final and binding on me/us.
- (F) I am /We are aware that all the outgoing and other expenses will be borne by BOM from the date of handing over of possession of the land or conclusion of the sale transaction, whichever is later. Any expenditure /expenses prior to the said date will be borne by us.
- (G) The Transfer Fees or any other charges or contributions or outgo and all other expenses demanded by and/or payable for transfer/ assignment of the above mentioned premises to Society, (or to any other entity including the payment towards Collectors NOC, charges towards conversion from agricultural to non-agricultural) or to any entity /authorities etc. in by either parties shall be borne and **paid by me/us alone.**
- (H) I/ we am/ are aware that BOM 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.

- (I) I/ we are also aware that in case my/our offer is as not as per the price range consideration decided by UTIIASL/ BOM then UTIIASL/ BOM may reject my/ our offer even if I/ we are the lowest bidders.
- (J) 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 BOM concerning and/or relating thereto and/or relating to the above mentioned premises Civil Courts in Pune shall have exclusive jurisdiction.
- (K) The form which is downloaded from the website has not been changed or corrected in any manner. I understand that only the conditions as appearing in the original will be treated as valid. For checking the form used by me will be compared and confirmed with the original available with UTIIASL. If there is any changes/ corrections in the form my tender is liable to be rejected at the discretion of BOM.
- (L) 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 to the best of my/our knowledge, and 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 UTIIASL/ BOM.
- (M) All the over writings have been duly authenticated by signing beside such over writings.
- (N) Any strike off made while filling in the forms have been authenticated by signing beside such strike offs.
- (O) There is no mention of any financial details in the Technical bid or anywhere else other than Financial Bid.
- (P) In the Financial Bid, in case of any ambiguity between the amount derived through calculation by multiplying the rate with the verified area and the lump sum amount quoted ,if any , the lower of the two will be considered.
- (Q) I/We would provide the following documents (so far as applicable):
- i. Sale deed or any other title documents through which the offered land was purchased by me/ us earlier.
 - ii. All the Original Chain documents pertaining to the land.
 - iii. Permission of the lessor in case of leasehold land.
 - iv. Duly stamped and registered Letter of Authority /Power of Attorney (if applicable).
 - v. Receipt of payment of latest Society charges, Electricity Bill and any other charges.
 - vi. In case of documents in vernacular, English translations thereof.
 - vii. Non-encumbrance Certificate and any other document required for effective transfer of the land to BOM.
 - viii. 7/12 extract.
 - ix. Zone Certificate and demarcation plan by City Survey.
 - x. Copies of village form no. 6 relating to mutations.
 - xi. Statement Under Section 6 of ULCER Act.

xii. Order for Non Agriculture use.

(R) My/ Our offer is open for acceptance for a period of 6 months from the date of opening of the financial bids.

(S) I / We, the undersigned am / are submitting this offer (in a sealed envelope No. III duly superscribed and as per directions given in the instructions) for selling of our land by dropping the same in the Tender Box kept for the purpose at the office address of “The Deputy General Manager, HRM & Corporate Services, Bank of Maharashtra, ‘LOKMANGAL’, 1501, Shivajinagar, Pune 411 005”, before 3:00 p.m. on 02.09.2009. I am aware that, the offers will be opened at 3.30 p.m. on the same day and I am invited to be present at the time of tender opening.

(T) There are 13 pages in this complete offer and I have signed on each page.

Signature of owner/ Joint owners/Authorised Signatory

Name of the signatory : _____

Date : _____

Place : _____

Check List

Sr No.	Enclosures/ Activities to be done by the tenderer	Please tick to ensure completion of the activity
1.	Entered the sale price in the Financial bid of the Tender Documents and sealed in Envelope No I. duly superscribed.	
2.	The quoted rate/amount is written in words also	
3.	There is no mention of any financial details in the technical bid which is enclosed in Envelope No. II duly superscribed.	
4.	Signed on each page of the Tender Documents.	
5.	All the over writings have been duly authenticated by signing beside such over writings.	
6.	Any cutting made while filling in the forms have been have to be authenticated by signing beside such cuttings.	

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 and 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 BOM.

I / We, the undersigned am / are submitting this offer (in a sealed envelope No. III **duly superscribed** and as per directions given in the instructions) for sale of our land at (give complete address below):

by dropping the same in the Tender Box kept for the purpose at your above office address by 3.00 p.m. on **02.09.2009**. I am aware that, the offers will be opened at 3.30 p.m. on the same day and I am invited to be present at the time of tender opening.

Signature of owner/ Joint owners/Authorized Signatory

Name of the signatory : _____

Date : _____

Place : _____

Signature of Tenderer

Part II - Financial Bid

Offer for purchase of “Non-Agriculture Land” at Lavasa in Pune for a Branch office and Staff Quarters for Bank of Maharashtra to be sealed and put in Envelope No.I to be superscribed as Financial Bid

In case of more than one premises of land, offer has to be submitted separately for each premises of land.

SN o.	Description	Details
1	Price per acre basis or on lumpsum amount basis. Area: _____ acres	Rs. _____ per acre (in figures) Rs. _____ per acre (in words). Or Lumpsum Rs. _____ (in figures) Rs. _____ _____ (in words).
2.	I understand that this entire amount would be paid to me/ my representative/ my bank at the time of registration subject to the declaration (D) on page 9.	
3.	In case of a discrepancy between the amount quoted in figures and words, the amount quoted in words would be considered.	
4.	The Transfer Fees or any other charges or contributions or outgo and all other expenses demanded by and/or payable for transfer/ assignment of the above mentioned premises to Society, (or to any other entity including the payment towards Collectors NOC, charges towards conversion from agricultural to non-agricultural) or to any entity /authorities etc. in by either parties shall be borne and paid by me/us alone.	
5.	In case the premises of land offered is carved out of larger parcel of land then the sub-division / mutation in favour of Bank of Maharashtra would be carried out by me and the sub-division fees and the related expenses would be payable by me alone.	
6.	The area will be verified by UTIIASL/ Bank of Maharashtra. The verified area will be multiplied by price per acre. The resultant amount would be compared with the lumpsum amount quoted and the lower of the two will be considered for the bid.	

Signature of owner/ Joint owners/Authorised Signatory

Name of the signatory : _____

Date & Place : _____

Signature of Tenderer