



National Backward Classes Finance & Development Corporation (NBCFDC)

(A Govt. of India Undertaking, Ministry of Social Justice Empowerment)



**NOTICE INVITING TENDER FOR
LEASING OUT OF RESIDENTIAL FLATS AT MUMBAI**

NBCFDC, a Govt. of India Undertaking invites tenders from the interested parties who are willing to take on lease 2 BHK residential flats at:

- i) Plot No. 53, Bldg. No. 18, Flat No. 001, Oshiwara MHADA Complex, Link Rd. Andheri (W), Mumbai-400053. Area 787.59 super built up area.
- ii) Plot No. 50, Bldg. No. 16 Flat No. 002, Oshiwara MHADA Complex, Link Rd, Andheri (W), Mumbai - 400053. Area 804.70 super built up area.

The tender forms with details can be downloaded from the website **www.utiitsl.com** and **www.nbcfdc.gov.in** from 12th May 2018. Last date of submission of bids is by 3.00 p.m. on 1st June 2018.

NBCFDC_8x5 cm_B/W

Tender giving residential premises on lease at Plot No. 53, Building No. 18, Flat No. 001, Oshiwara MHADA Complex, Link Road, Andheri (West), Mumbai - 400053

I) Preamble:

- a. National Backward Classes Finance & Development Corporation (NBCFDC), (a Government of India Undertaking, Ministry of Social Justice & Empowerment) is offering the following residential flat owned by NBCFDC on lease basis on as is where is basis and as is what is basis and as is where is condition as regards to the condition of property and its area etc.

02 BHK, Ground Floor, Plot No. 53, Building No. 18, Flat No. 001, Oshiwara MHADA Complex, Link Road, Andheri (W), Mumbai 400053. Admeasuring 787.59 super built up area.

- b. This building has been constructed by MHADA and is well maintained.
- c. NBCFDC has appointed UTI Infrastructure Technology And Services Ltd., (UTI ITSL) as a consultant for undertaking the process of leasing the above said residential flat of NBCFDC. **The lease will be initially for a period of three years which may be extended by another two terms of three years each.**
- d. UTI ITSL on behalf of NBCFDC invites sealed bids on competitive bidding basis in two bid system, i.e., Technical Bid and Financial Bid, from PSUs/ State PSUs/ MNCs/ Reputed Firms and Experienced/ Established agencies, who are eligible as per the criteria given in the tender documents.
- e. The building comprises of 7 (seven) floors.
- f. The tender documents can be freely downloaded from the website of www.utiitsl.com and/or www.nbcfdc.gov.in and can also be obtained from the office of UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai 400051, on any working day between 10.00 a.m. to 5.30 p.m. upto the last date of submission of tenders i.e. **before 3.00 p.m. on 1st June, 2018.**
- g. If requested adequate time would be given to Government agencies who wish to avail the services of CPWD for Fair Rent Certificate.
- h. All corrigendum/ amendments/ clarifications/ extension/ changes regarding this bid process would be posted on the website of www.utiitsl.com and/or www.nbcfdc.gov.in
- i. NBCFDC has permitted the interested Bidder for visiting the aforesaid premises on any working day between 10.00 a.m. to 5.00 p.m. upto the last date of submission of tenders.

The detail of the contact person available at UTIITSL, to facilitate the visiting of the premises is. Mr. Prasad Vengurlekar, Dy. Manger, UTIITSL, UTI Tower, BKC, Mumbai ó 400051. Contact No. 022 -26547610/ 26547612.

- j. Copies of the documents available with NBCFDC, pertaining to the Title, payment of taxes etc., could be made available for inspection to the interested bidders, from the date of issue of tender at UTI Infrastructure Technology and Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai ó 400051, on any working day between 10.00 a.m. to 5.30 p.m. but only upto a day prior to the last date of submission of bids. Bidders may examine these documents and thoroughly satisfy themselves and only then submit their bid in total compliance to the Terms & Conditions of the Bidding Document. If a Bidder submits the bid, it shall be construed as acceptance of all the provisions of the Bid Document and various stipulations therein.
- k. The Bidder may verify about the title of the premises and other documents available regarding the building. Once submitted, the bidder cannot withdraw the bid or refuse to sign the lease agreement. In addition, the bidder shall also have the option of inspection of the documents as above, with any authority / body or Municipal Corporation or MHADA before the bids are submitted. The Bidder shall not be entitled to raise any objection or dispute whatsoever after opening of the bids. In case of any such action by the bidder including withdrawal of the bid or refusal to sign the lease agreement, the bidder's bid security shall be liable for forfeiture.

II) Bidder Qualification Criteria:

- A. In case the Bidder is a MNC/ private business entity (including limited company or limited liability partnership or partnership etc.), the Bidder must :
 - i. Be making profit for the previous three financial years. This shall be certified by the Statutory Auditors of the Company or Chartered Accountant (where statutory audit is not applicable) and this certificate shall be submitted alongwith the Technical bid.
 - ii. Have average net profit of minimum Rs.5 lakhs in the previous three financial years.
 - iii. This shall be certified by the Statutory Auditors of the Company or Chartered Accountant (where statutory audit is not applicable) and this certificate shall be submitted alongwith the Technical bid.
 - iv. Be a compliant company under Companies Act and other applicable Acts (if the bidder is a company). This shall be certified by the Company Secretary of the company and this certificate shall be submitted along with the Technical bid.
- B. If the Bidder is a Indian Government Company or a Public Sector Undertaking or a Public Sector Bank or Departments of State/ Central Government, the Bidder must:
 - i. Be making profit for the previous three financial years. This shall be certified by the Statutory Auditors of the Company and this certificate shall be submitted along with the Technical bid.

- ii. Be a compliant company under Companies Act and other applicable Acts (if the bidder is a company). This shall be certified by the Company Secretary of the company and this certificate shall be submitted alongwith the Technical bid.
- iii. Provide a letter of comfort, from Bidder's controlling Central Government Ministry or State Government.

C. If the Bidder is an Indian Government Department or Ministry or Body, the Bidder shall submit a letter of comfort from the respective Ministry, with the Technical Bid.

Note :

The Bidder shall submit Audited Annual Reports for the previous three financial years, wherever applicable.

III) Lease rent :

The lease rent is the consideration, **excluding** outgoings and charges to be borne by the **Lessee** as per Clause 8VIII-Fö (such as property tax, municipal taxes, land tax, ground lease rent, cess, levies, local taxes (LBT etc.), water tax, sewage tax or any other tax levied by the local authority, and any interest/ penalty which is accrued on the above, any other tax by whichever name called, payable to any Government or Authority or Body as also any additional or increased taxes, charges, or levies imposed by any Government or any local authority in respect of the premises or any other and the applicable GST.

Reserve lease rent: The reserve lease rent of the premises is the lease rent below which the bid will not be acceptable. The reserve lease rent is fixed as under:

Details of Flat	Area	Reserve Rent
Flat No. 001, Building No. 18, Plot No. 53, Oshiwara, MHADA Complex, Link Road, Andheri (W), Mumbai - 400053	787.59 (super built up)	Rs.37,017/- per month

IV) Other terms of rent:

- a) The rent and other charges for each month shall be payable in advance on or before 10th of the same month and NBCFDC shall provide the Lessee a receipt of the rent each month after the payment has been received by NBCFDC.
- b) TDS on rent will be applicable as per applicable statute. The TDS Certificates shall be issued by NBCFDC without any delay.
- c) All the applicable GST as and when applicable would be to the account of the Lessee, at actual.
- d) Rent and other charges will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable upto termination of agreement or handing over the premises back to Lessor whichever is later. The date of start of rent and the last date of rent would be decided by NBCFDC.

Signature of Authorized person as a token of acceptance of all the above conditions.
 UTITSL – Technical Bid – Residential flat at Mumbai

- e) If the monthly rent or any other amount payable (including the interest) is not paid by 10th of the same month, the Lessee shall be liable to pay interest thereon at 14.5% (quarterly compoundable interest) per annum for the period of delay upto the date of payment, without prejudice to NBCFDC's right to other remedies as per law including the right to terminate the lease and Lessee would have to vacate the premises within one month from receipt of such notice of termination from Lessor.
- f) The word "Rent" shall include unpaid interest on rent and any other amount which remains unpaid as per the lease agreement.

V) General Instructions for the Bidders :

- a) The last date for receipt of tender bids is upto 3.00 p.m. on 1st June, 2018. After this time, no bids will be accepted.
- b) The technical bid will be opened at 3:30 p.m. on the same day i.e. the last date of submission of tender. The participating Bidders may be present for all the tender openings.
- c) The Bids should be submitted in two parts, 'Technical Bid' and 'Financial Bid'.
- d) **Authorized Signatory:** The Bid shall be submitted by the person duly authorized to bind the Bidder to the Contract.
- e) The Bid can be also signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) **duly executed by the bidder at the time of bidding**, otherwise the offer is liable to be considered null and void at any stage as per the decision of NBCFDC/ UTIITSL. This LOA/ POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organization for whom the bid is submitted.
- f) The participating Bidders are requested to note the date and timing of the tender submission and opening.
- g) The duly filled, sealed and superscribed tenders must be compulsorily deposited in the specified tender box kept at the address of "The Vice President, UTI Infrastructure Technology And Services Ltd., UTI Tower, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai -400051" by the due date and time of submission.
- h) The intending Bidder has to purchase three envelopes and mark the envelopes as I,II and III, The usage of Envelopes will be as under:
 - i) **Envelope marked as I:** The duly completed Technical bid along with Bid Security shall be put in this envelope and sealed. This envelope would be superscribed as "Technical Bid and Bid Security for taking residential flats on lease basis from NBCFDC at Mumbai".
Note: The bid security/ Comfort Letter has to be kept in Envelope No. I and if it is not found in Envelope No. I then the tender is liable to be rejected.
 - ii) **Envelope marked as II:** The Financial bid be put in this envelope and sealed. This envelope would be superscribed as "Financial Bid for taking residential flats on lease basis from NBCFDC at Andheri, Mumbai". The Financial Bid will be opened on the date to be intimated later, only if the tenderer is found eligible.
Note: This envelope will be opened only after evaluation of the 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. Envelope No. **III** would be superscribed as **“Tender for taking residential flats on lease basis from NBCFDC at Mumbai”**.

If the bid is not superscribed, there are chances of accidental or premature opening, making the bid liable for rejection and therefore it is advised that the envelope must be superscribed as above and deposited in the tender box kept for the purpose.

- i) The Sealed Bid should be dropped in the tender box kept for the purpose at the above mentioned address on or before 3.00 p.m.as above, or it has to be sent by post so as to reach before the stipulated date by the stipulated time.
- j) Bid shall be preferably sent by Speed Post or Registered Post or by depositing by hand in the Tender Box only.
 - i. If sent by Speed Post or Registered Post, the Bid duly super scribed, should be sent to the address at **“The Vice President, UTI Infrastructure Technology And Services Ltd., UTI Tower, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai -400051”**,
 - ii. Acknowledgement will be given to sent by Speed Post and Registered Post.
 - iii. UTIITSL takes no responsibility for any bids not reaching in time.
 - iv. UTIITSL takes no responsibility for any bids not reaching at all.
 - v. UTI ITSL takes no responsibility for bids received in torn, opened or mutilated conditions. Such bids may not be accepted at all.
 - vi. In case of bids received in proper condition by UTI ITSL, the role of UTI ITSL is limited and restricted to putting the same in the appropriate tender box if the aforesaid bids are received in time as stipulated in the conditions laid out.
 - vii. It is, therefore, advised that prospective bidders shall deposit by hand the bid 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.
 - viii. Bids, which are not superscribed, may not be considered.
 - ix. Bids, which are not addressed properly, may not be considered.
- k) The authorized signatory of the Bidder is required to sign on all the pages and submit the Technical bid and Financial bid as a token of acceptance of all the terms and conditions of the tender.
- l) The Bidder shall bear all costs associated with the preparation and delivery of its bid, including costs and expenses related to visits to the site and UTIITSL/NBCFDC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
- m) The Bid submitted by the Bidder, all correspondences and documents relating to the bid exchanged by the Bidder and NBCFDC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

- n) **The lease rental figure / amount shall be given in the Financial bid only and not in the Technical Bid.**
- o) Any overwriting or cutting made while filling in the forms would have to be authenticated by signing beside such cuttings, failing which the proposal is liable to be rejected.
- p) Please note that where there is a discrepancy, if any, in the amount quoted in figures and amount quoted in words, the amount quoted in words shall be considered correct.
- q) The form which the bidder chooses to fill in (either taken from UTIITSL or downloaded from the web site) shall not be changed or corrected in any manner. It is clarified that only the conditions as appearing in the original bid will be treated as valid. For checking, the form used by the bidder will be compared with the original available with UTI Infrastructure Technology and Services Limited. If there are any changes/corrections the form is liable to be considered invalid.
- r) Interpretation and decision by UTIITSL/NBCFDC on the terms of the tender will be final and binding.
- s) UTIITSL/NBCFDC reserves the right to decide not to lease the flat or to change the date of start of lease or to reject any or all offers, without assigning any reason.
- t) All the conditions of the tender and the advertisement in the press will form a part of the agreement.
- u) UTIITSL / NBCFDC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. UTIITSL/NBCFDC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
- v) The bidders are requested to regularly visit the websites for any information/ clarifications/corrigendum, visit the aforesaid premises, inspect the available documents, to acquaint themselves with the complete information before submitting the bids.
- w) The final revised conditions, if any, as indicated in the corrigendum/ amendments/ clarifications/extension/changes regarding this tender as uploaded on the website will be binding.
- x) Minimum response shall be two bids.
- y) If the response is less than two bids the tender would be extended by 10 working days two times by displaying on the website of www.utiitsl.com and/or www.nbcfdc.gov.in. It is therefore advised that all the prospective bidders must visit the websites as above regularly.
- z) If the response is still less than two bids then the single bid would be considered for opening/ processing.

VI) The process:

- a. The Technical bids would be opened at 3.30 p.m. on the last day of submission of Bids. If any date appearing in the tender is declared a holiday, the next working day will automatically be considered in its place.
- b. The tenders shall be opened by the Tender Opening Committee of UTIITSL in the presence of the Bidders who wish to be present at the time of opening of tenders.
- c. First Envelope No. III will be opened.
- d. After opening Envelope No. III, the Envelope No. I consisting of the Technical Bid and Bid Security /EMD will be opened.
- e. Envelope No. II consisting of Financial Bid will not be opened and shall be kept in sealed condition at that point of time.

Signature of Authorized person as a token of acceptance of all the above conditions.
UTIITSL – Technical Bid – Residential flat at Mumbai

- f. After opening of the Technical bids, an evaluation of the technical qualification of the tenders received would be carried out by UTIITSL and a Technical Evaluation Report shall be prepared which shall detail the qualified/ disqualified bidders along with the basis of qualification/ disqualification respectively. Thereafter, UTIITSL shall forward this report to NBCFDC for review/ approval. Only after receiving the approval from NBCFDC on this report, UTIITSL shall initiate further action.
- g. The decision regarding qualification/ disqualification of the Bidders shall lie with UTIITSL/ NBCFDC and shall be final and binding on the bidders.
- h. Thereafter, the date of opening of the Financial bid will be intimated to the qualified bidders only. The bidders are welcome to remain present at the time of opening of the Financial Bids. The date of opening would be directly communicated to the shortlisted bidders.
- i. It is clarified that the Financial Bids will not be opened for the Bidders who do not qualify in the Technical Bids. Such unopened bids would be retained with UTIITSL in unopened condition.
- j. The Financial bids will thereafter be opened by a Committee in presence of bidders who wish to participate in Financial Bid Opening.
- k. In case of a tie to the bid, then the Financial part shall be called again in a sealed envelope from the tied bidders. The highest bidder will be decided after the sealed envelopes are opened from the tied bidders.
- l. Based on the rental quoted in the bids, the comparative statement of bids would be prepared.
- m. Bids shall be evaluated to derive at the maximum overall rental to NBCFDC, respecting the highest bidder provided the rent is acceptable to NBCFDC. The Government entities would be given preference.
- n. Based on the above, UTIITSL shall forward its recommendation to NBCFDC.
- o. On final approval from NBCFDC, flat wise Lessee will be finalised.
- p. The decision will be binding on the bidder.

VII) Bid Security:

- a. All the Bidders would be required to submit the original Bid Security in Envelope I containing the Technical Bid.
- b. The Bid Security of Rs.40,000/- shall be payable in the form of DD/ Bankers cheque, it shall be in the name of "NATIONAL BACKWARD CLASSES FINANCE & DEVELOPMENT CORPORATION Ltd.", payable at New Delhi.
- c. The Bid Security will be non-interest bearing and therefore, NBCFDC shall not be liable to pay any interest to the bidders irrespective of the duration of time between the submission of Bid Security and its return by NBCFDC to bidders.
- d. Bidder which is either a Government Company or a Public Sector Undertaking or a Public sector Bank or a Government Body or a Government Department or a Ministry or a MSE enterprise, is exempted from submission of the EMD/Bid Security.
- e. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted

Signature of Authorized person as a token of acceptance of all the above conditions.
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from submission of EMD, subject to submission of valid certificate (i.e. Certificate shall be valid on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result in the bid being liable for rejection.

- f. If for any reason, any selected Bidder declines to take on rent the residential flat for which they are selected, the total Bid Security furnished by the Bidder is liable to be forfeited subject to the decision of NBCFDC.
- g. If for any reason, whatsoever, attributable to UTIITSL/NBCFDC, the lease agreement cannot be entered into, UTIITSL/ NBCFDC shall reserve the right to annul the tendering process and return the Bid Security to the respective bidder(s). In such an event, UTIITSL/ NBCFDC shall not be liable for payment of any interest on the Bid Security amount to the bidders. Moreover, the bidder, in such a case shall not be entitled to any right of specific performance or any right or interest whatsoever in the premises or any part thereof.
- h. The bids shall be valid for acceptance for a period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. The bids so submitted shall not be withdrawn by the bidder during the validity period and will lapse after that period unless NBCFDC accepts the bid(s) before the expiry of that period. However, in case, the process of evaluation and award is likely to take some more time, the bidder may be requested to extend the bid validity as desired by UTIITSL / NBCFDC.
- i. In case the Bidder withdraws his bid at any time during the above said validity period, his total Bid Security shall be forfeited.
- j. If any bid is not accepted or rejected by UTIITSL/NBCFDC, the Bid Security remitted by the Bidder shall be refunded to them through account payee cheque/ DD/ Bank Transfer in the name of the Bidder.

VIII) Detail of area available, usage, terms of lease, escalation, outgoings, security deposit, etc.:

A) Area for lease:

The total area of the premises available for lease, is 787.59 super built up. The said mentioned area as documented is the standard area and the lease will be based on this area **with out any changes.**

B) Usage

- a) The use of the premises would be for residential use only.
- b) The Lessee will not be permitted to use the said premises in such a way which in the opinion of NBCFDC may cause prejudice, nuisance, annoyance or inconvenience to NBCFDC / neighbors or for storing hazardous goods or for any purpose not permitted under the laws of land.
- c) The Lessee shall have to park their vehicles in the common parking.

- d) The Lessee will not use or deal with the premises in a manner contrary to any conditions imposed on the premises by the law, the Government or the Local Authority or the Local Municipal Corporation and shall keep NBCFDC indemnified against all actions, suits and other proceedings in consequence of such uses by the Lessee.
- e) The Lessee will not be entitled to assign, sub-let, re-let, transfer or part with the possession of the said premises or any part thereof or induct third party or alternative parties in any manner whatsoever, without the specific permission / written consent of NBCFDC. NBCFDC reserves the right to deny such permission.
- f) The Lessee would keep the leased premises and all lavatories, pipelines, sinks, corridors and passages forming part thereof clean and in sanitary condition.
- g) During the period of lease, any damage in whichever form if made to the property in use or the adjoining property will have to be made good by the Lessee. The decision of NBCFDC will be final in this regard.
- h) The Lessee shall be bound by the rules and regulations of the Society for day-to-day administration.

C) Lease Deed

- a) The lease deed would be prepared by UTIITSL with the consent of NBCFDC which would be final and binding.
- b) The lease shall be executed within a period of maximum 4 weeks from the date of notification of selection of Lessee. NBCFDC shall execute the Lease deed in favour of the prospective Lessee and shall simultaneously therewith hand over possession of the said premises. All the legal formalities shall be completed by the respective parties before the date of execution of lease deed.
- c) The signing of the deed would be arranged between NBCFDC and the Lessee by UTIITSL.

D) Lease term .Lock in period. Escalation and Security Deposit:

- a) The lease will be for a period of 3+3+3 years.
- b) The lease deed will have a fixed lease term of three years (minimum lock in one year).
- c) The second lease agreement will have a fixed lease term of next 3 years.
- d) The third lease agreement will have a fixed lease term of next 3 years
- e) Escalation in rent would be @ 5% every year.
- f) The lease term would commence and rent will be payable from the date of handing over of possession of the premises or execution of the lease agreement which ever is earlier and would be payable upto termination of agreement or handing over the premises back to Lessor which ever is later. The date of start of lease term will be communicated to the prospective Lessee.
- g) The minimum lock in period for the lease would be 12 months. An undertaking will be taken from the Lessee that they will honor this commitment with a binding clause in the agreement.

- h) It is clarified that only the basic quoted rent will increase through escalation of 5% every year on the last rent paid, where as the other outgoings would be dealt as per Clause VIII- F.
- i) Security Deposit : Interest free security deposit equivalent to three months rent, in the form of a Demand Draft / Bankers cheque, would be taken from the Lessee within 10 days from the date of handing over of the premises or execution of the lease deed whichever is earlier. The entire security deposit shall be refunded on expiry of the lease agreement and vacation of the premises to the satisfaction of NBCFDC, after effecting any recoveries or adjustment for any dues from the Lessee.

E) Stamp duty and Registration charges:

The stamp-duty & registration charges payable in respect of the lease agreement would be borne equally between the Lessor and Lessee, i.e. the bidder and NBCFDC.

F) Out goings and charges to be borne by the Lessee shall include:

- a) Any charges billed by the society as maintenance charge.

(These charges may include charges such as insurance charges, charges for maintenance of lift, water and fire fighting pumps, electrical systems, water supply systems, sanitary, plumbing and drainage systems, fire alarm and fire fighting systems, fire extinguishers, insurance, expenses on day to day repairs in the building, cleaning of the common are as and outside area, security charges, gardening, pest control, water tank cleaning, plumbing and sanitary repair charges, sewage charges ,and sullage maintenance charges, Aadministrative expenses)

b) Property and other taxes:

1. The existing or the future taxes and outgoings including any increases (by whatever name it may be called) would be borne by prospective Lessee as per actuals as billed by the Society.
2. Outgoings of property and other Municipal taxes (on per sq. ft. basis) for the area given on lease like:
 - i) Property / Land Tax.
 - ii) Ground lease rent,
 - iii) Cess
 - iv) Levies
 - v) Municipal Tax.
 - vi) Local taxes levied by the local authority.
 - vii) Water Taxes.
 - viii) Sewage taxes.
 - ix) Any interest/ penalty which is accrued on the above which is not attributable to any action/ inaction on the part of NBCFDC
 - x) Service Tax payable on any item

3. If at any time during the lease term, the Lessor has to pay any additional/ new or increased taxes, charges, or levies imposed by Government or any local Authority in respect of the premises it shall be lawful for the Lessor/ Society to recover all increase in taxes, additional/ new taxes, charges, or levies imposed by Government or any local Authority during the period of this Lease from the Lessee in proportion to the area.
4. It is to be clarified that for any expenses on the leased out area NBCFDC will not incur any expenditure on its part and that the Lessee will be liable to pay the lease rent as agreed after the bids and the expenses as billed by the Society during the term of the lease, as per the terms and conditions of this tender.

c) **Payment terms for all outgoings:**

- a) The charges for outgoings and other expenses will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable for a period upto termination of agreement or handing over the premises back to Lessor, whichever is later.
- b) All the out goings being variable in nature will be counted at actual and the decision of NBCFDC/ the Society will be final and binding on the Lessee.
- c) If any outstanding (including outstanding interest) is not paid by the due date of payment by the Lessee, the same shall be liable to be paid along with interest thereon at 14.5% (quarterly compoundable interest) per annum from the due date thereof till date of payment without prejudice to the Lessor's rights to the remedies as per law including his right to terminate the lease and Lessee would have to vacate the premises within one month from receipt of such notice of termination from Lessor.
- d) Any adjustment payment/ entries for a particular financial year would be done by NBCFDC through additional bills, in the next financial year.

G) Structural and external maintenance:

- a) The cost of structural / external maintenance of the building would be on account of NBCFDC.

The Society shall carry out all structural repairs to the said premises that may be necessary but beyond that NBCFDC will not undertake any further liability for keeping the said premises wind and water tight and shall not be responsible for any damage done by fire, tempest or leakage or rain or for any shortage or stoppage of water for any purpose or break down of any system or non working of any of the electric or electro-mechanical installations, which will be a part of maintenance expenses.

- b) The Lessee shall not make any structural alterations or fix any permanent fittings or fixtures to any portion of the said premises provided that they shall

be at liberty without any such consent aforesaid to fix lights, fans and Air Conditioners but so that such alterations would be reversible and fixtures shall be easily removable without in any way causing damage to any portion of the said premises and to make good all such changes while leaving the said premises so that the said premises is returned in the same condition as before the installation of such fixtures and fittings and if any damage shall be caused because of such removal, to make good the same (normal wear and tear expected).

H) Internal repairs and maintenance:

Any repairs inside the premises would be carried out by the Lessee provided that they shall give one week advance notice in writing to the Lessor before carrying out the repair works.

Such repairs to include replacing and reinstating floorings, partitions/ partition walls, ceiling, doors, windows, door and window shutters panes, flushing tanks and water closet and wash basins, locks and keys, electric and other fittings at Lessee's own cost and expenses during the term hereby created to keep and maintain in good working condition the electric installations and the light and fan points and flushing tanks and the plumbing system provided that the Lessee shall give one week advance notice in writing to the Lessor before carrying out repair works.

I) Interiors / furnishing/ fixed items already provided:

- a) The inventory list if any will be given by NBCFDC.
- b) The Lessee will have the liberty to carry out interiors and furnishing works at their own cost.
- c) All fixtures/furniture, if any, to be returned in the same condition except reasonable wear and tear after the lease is over.

J) Permission to inspect:

The Lessee would always permit the Lessor or any persons deputed by the Lessor or all persons authorized by the Lessor, at all reasonable hours during day time, after twenty four hours notice in writing to the Lessee, to enter upon the said premises for inspecting the works and thing as may be required to be done for any repairs, alterations or improvements, and to give written notice of all needed repairs.

K) Vacation:

- a) In case the said premises or any part thereof at any time during the term hereby created, be destroyed or damaged by fire, acts of God & natural calamities, riot and civil commotion, enemy action, and such like causes not within the control of NBCFDC so as to be wholly or partially unfit for the use of the Lessee then the lease shall come to an end and the Lessee shall vacate the whole premises on payment of the proportionate rent and outgoings upto the date of vacation.

- b) If the Lessee during the said term with out the previous consent in writing of NBCFDC shall vacate or depart from the said premises without having made adequate provision for the payment of the rent and the observance and performance of NBCFDC's condition here in contained, it shall be lawful for NBCFDC to take possession of the said premises without in any manner prejudicing the rights of NBCFDC under this lease and without subjecting it to any action for trespass or making it otherwise liable for so doing.
- c) It is clarified that NBCFDC has the absolute rights over the property and the decision of NBCFDC on various lease matters would be conclusive and binding. It shall be lawful for NBCFDC to re-let the said premises in part or in whole at any rent, which it may obtain after the termination of lease or determination of lease by efflux of time or in the event of any default by the Lessee or in the event of vacation by Lessee etc.

L) Termination:

- a) In case of termination of this lease agreement and/or vacation of the premises by the Lessee for any reason, the Lessee shall hand over peaceful and clean possession of the premises to the Lessor only.
- b) The Lessor /Lessee shall have the right to terminate the lease at any point of time during the Lease period, by giving a written notice of three months subject to the condition of lock in period.

M) Essence of contract:

The adherence to the time schedules for the payment of the rent, all out going sand all payable amounts as per the lease agreement (including interest or penalty if any), determination of lease by notice or by efflux of time as specified in the lease agreement or relevant paragraphs of the tender, and subsequent vacation of the premises are the essence of the contract between the Lessee and NBCFDC.

N) Indemnity:

- a) The Lessee shall indemnify and hold harmless NBCFDC from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Lessee or any act or omissions of the Lessee, its representative or its employees and agents.
- b) These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:
 - i. Sickness, disease or death of, or injury to any person;
 - ii. Loss of, or damage to, or destruction of any property;

O) Governing Law and Jurisdiction:

The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all Disputes arising under or in connection with the Agreement.

P) Dispute Resolution:

In case of any differences, the same shall be resolved by mutual discussions and agreement, within a time period of 30 days. However, if the dispute is not resolved mutually between the parties, the following shall apply for resolution of disputes:

öIn the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The place of arbitration shall be New Delhi. The arbitrator shall give reasons for the award.ö

Notwithstanding the pending settlement of dispute, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.

“TechnicalBid”
“To be placed in Envelope No.I”

Senders name & address:

Dated: _____

To,
The Vice President,
UTI Infrastructure Technology And Services Limited
UTI Tower,
Ground Floor,
GN Block, Bandra Kurla Complex,
Bandra (East),
Mumbai – 400051

Sir,

**Technical Bid for taking Residential Premises on lease basis at Plot No. 53, Building No. 18,
Flat No. 001,Oshiwara MHADA Complex, Link Road, Andheri (West), Mumbai - 400053**

I/We refer to the advertisement released by UTIITSL/ NBCFDC in the press on 12th May, 2018, and I/We/ the undersigned am/are submitting this offer (as a Bid in a sealed envelope) personally, by depositing in the Tender Box kept at UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai ó 400051, to take on lease, the above mentioned premises on the terms and conditions as mentioned in the bid document prepared by UTIITSL and as available on the website www.utiitsl.com and/or www.nbcfdc.gov.in.

We are a bonafide user and require this for our own use or for the use of M/s. _____ whom I/ We represent. The authority letter/ Power of Attorney from the agency, I/We represent is enclosed.

The details of the bidder as under:

Sr. No	Description	Details (as applicable)
1	Name of Company	
2	Address	
3	Contact Details:	
	(a) Name of the contact person.	:
	(b) Telephone no. with STD code	
	(c) Mobile No.	:
	(d) Fax No.	:
	(e) e-mail	:
4	PAN No.(enclose copy)	
5	Type of the bidder: Indian Government Company or a Public Sector Undertaking or a Public Sector Bank or Department of State/ Central Government or Indian Government Department or Ministry or Body.	
6	Company Registration details: (enclose Certificates):	

Signature of Authorized person as a token of acceptance of all the above conditions.
UTIITSL – Technical Bid – Residential flat at Mumbai

7	Activities of the bidder.	
8 (a)	<p>Net Profit for last 3 years:</p> <p>a) 2014-2015 b) 2015-2016 b) 2016-2017</p> <p>[Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]</p>	
(b)	<p>Average net profit for last 3 years.</p> <p>[Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]</p>	
(c)	<p>Whether the Company is a compliant company under the Companies Act and other applicable Acts.</p> <p>(Declaration to be given by Company Secretary)</p>	
(d)	<p>Has the Company defaulted in payment of its statutory dues at any point of time.</p> <p>(Declaration to be given by Company Secretary)</p>	
(e)	Names of Directors (as the case may be)	
(f)	Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI?	

Signature of Authorized person as a token of acceptance of all the above conditions.
 UTITSL – Technical Bid – Residential flat at Mumbai

9	Validity of bid: Confirm validity of at least 120 days after date of opening of the technical bids.	
10	Power of Attorney as the case may be (to be submitted)	
11	Any Other information or remarks which the bidder thinks is appropriate to disclose as per the transparency norms may be mentioned here.	

NO PRICE IS TO BE INDICATED HERE

PLEASE DO NOT QUOTE ANY THING RELATING TO FINANCIAL BID HERE.

Undertaking by bidder:

I/We understand that:

1. I am/we are aware that NBCFDC/ UTIITSL will not pay any brokerage in the transaction to me or any of my agent or representative.
2. **No financial indication for the premises has been given in the Technical Bid.**
3. All payments would be made through demand draft/bankers cheque payable to ðNATIONAL BACKWARD CLASSES FINANCE & DEVELOPMENT CORPORATIONö,New Delhi in connection with the lease.
4. I/We am/are also aware that any alteration / addition / omission/ over writing in this bid may render the same invalid and NBCFDC may not seek any clarification.
5. I / We confirm having fully inspected the property and photocopies of available documents and have made all enquiries from MHADA/Municipal and other local authorities concerned. Being satisfied with the enquiries I/We am /are making the bid and would not make any objection after submission of the bid.

I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and UTI ITSL/ NBCFDC, concerning and/or relating thereto and/or relating to the above mentioned premises, Civil Courts in Mumbai shall have exclusive jurisdiction.

6. I am / we are aware that this sub lease is subject to permission / N.O.C. or consent if any required to be obtained for the same from CIDCO or any other authorities by NBCFDC.
7. If at any time the performance in whole or in part by NBCFDC of any obligation of the terms and conditions of this tender is prevented or delayed by (a) restriction on the lease of the property imposed by any statutory authority and / or by reason of any delay in obtaining requisite permission/N.O.C. from any authority and/or, the process gets terminated, I/We shall not have any claim for damages or any relief against NBCFDC in respect of the non-performance in this case.
8. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the agreement.
9. I/We have signed on all the 20 pages of the Technical Bid having confirmed/accepted the terms and conditions as stated therein.

10. Information to be filled in by the Bidder for the purpose if refund of EMD/SD

Name of the beneficiary : _____
Name of the Bank : _____
Place payable at : _____
Account Type (SB/CA etc.) : _____
Account No. : _____
PAN No. : _____

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 may be rejected fully.

Signature of the Bidder: _____

Name in BLOCK Letters: _____

Date: _____

FINANCIAL BID
“To be placed in Envelope No. II”

From:

Date: _____

To,
The Vice President,
UTI Infrastructure Technology And Services Limited
Ground Floor,
UTI Tower,
GN Block, Bandra Kurla Complex,
Bandra (East),
Mumbai – 400051

Financial Bid for taking Office Premises on lease at Flat No. 001, Plot No. 53, Building No. 18, Oshiwara MHADA Complex, Link Road, Andheri (West), Mumbai - 400053

I/We refer to the advertisement released by UTIITSL in the press on 12th May, 2018 and the communication available on the website of www.utiitsl.com and/or www.nbcfdc.gov.in, for taking on lease residential Flat No. 001, Plot No. 53, Building No. 18, Oshiwara MHADA Complex, Link Road, Andheri (W), Mumbai ó 400053 admeasuring around 787.59 super built up area.

I/We understand that the minimum reserve lease rent is **Rs. 37,017/- per month and that all the outgoings are extra as per actual as detailed in the tender.**

Signature of Authorized person

Page 1 of 2

I/We have read the tender conditions in full, have visited the premises, seen/read all the relevant documents, made all the enquiries from all the relevant statutory authorities, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, having submitted the Bid Security in form of EMD, wish to bid as under:

Total Area. (sq.ft.)	Minimum Reserve Lease Rent	Quoted Total rent per month (exclusive of outgoings)
787.59	Rs. 37,017/- per month (exclusive of outgoings)	Rs. _____ (in figures) Rs. _____ (in words)

Any ambiguity between amount quoted in figures and words, then the amount in words would be considered. Any cutting or cancellation or overwriting should be authenticated.

We have not mentioned any figure anywhere outside this Financial Bid.

Name: _____

Designation: _____ Signature: _____

Organisation: _____

Place:

Date:

Signature of Authorized person

Page 2 of 2

(In case the bidder is a Indian Government Company or a Government Department or Ministry or Body or Department of State/ Central Government or a Public Sector Undertaking or a Public Sector Bank stipulated in Clause II (A & B) of the tender document, then the bidder would be required to furnish a letter of comfort from its controlling Central Government Ministry or State Government Ministry or respective Ministry as per the format given under).

Date: _____

To,

The Company Secretary,
National Backward Classes Finance & Development Corporation,
5th floor, NCUI Building,
3 Siri Institutional Area August Kranti Marg,
New Delhi – 110 016

Sir,

We, being the controlling Ministry of, certify that they (_____) will abide by all the clauses of the agreement and would pay the necessary lease rent and appropriate directions would be issued by us to them to follow the terms and conditions of the agreement.

Authorised signatory

Tender giving residential premises on lease at Plot No. 50, Building No. 16, Flat No. 002, Oshiwara MHADA Complex, Link Road, Andheri (West), Mumbai - 400053

I) Preamble:

a. National Backward Classes Finance & Development Corporation (NBCFDC), (a Government of India Undertaking, Ministry of Social Justice & Empowerment) is offering the following residential flat owned by NBCFDC on lease basis on as is where is basis and as is what is basis and as is where is condition as regards to the condition of property and its area etc.

2 BHK, Ground Floor, Plot No. 50, Building No. 16, Flat No. 002, Oshiwara MHADA Complex, Link Road, Andheri (W), Mumbai 400053. Admeasuring 804.70 super built up area.

b. This building has been constructed by MHADA and is well maintained.

c. NBCFDC has appointed UTI Infrastructure Technology And Services Ltd., (UTI ITSL) as a consultant for undertaking the process of leasing the above said residential flat of NBCFDC. **The lease will be initially for a period of three years which may be extended by another two terms of three years each.**

d. UTI ITSL on behalf of NBCFDC invites sealed bids on competitive bidding basis in two bid system, i.e., Technical Bid and Financial Bid, from Indian Government Company/ PSUs/ PSU Bank/ Department of State/ Central Government/ Government Department/ Ministry/ Body/ MNCs/ Reputed Firms and Experienced/ Established agencies, who are eligible as per the criteria given in the tender documents.

e. The building comprises of 7 (seven) floors.

f. The tender documents can be freely downloaded from the website of www.utiitsl.com and/or www.nbcfdc.gov.in and can also be obtained from the office of UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai 400051, on any working day between 10.00 a.m. to 5.30 p.m. upto the last date of submission of tenders i.e. **before 3.00 p.m. on 1st June, 2018.**

g. If requested adequate time would be given to Government agencies who wish to avail the services of CPWD for Fair Rent Certificate.

h. All corrigendum/ amendments/ clarifications/ extension/ changes regarding this bid process would be posted on the website of www.utiitsl.com and/or www.nbcfdc.gov.in

i. NBCFDC has permitted the interested Bidder for visiting the aforesaid premises on any working day between 10.00 a.m. to 5.00 p.m. upto the last date of submission of tenders.

The detail of the contact person available at UTIITSL, to facilitate the visiting of the premises is. Mr. Prasad Vengurlekar, Dy. Manger, UTIITSL, UTI Tower, BKC, Mumbai ó 400051. Contact No. 022 -26547610/ 26547612.

- j. Copies of the documents available with NBCFDC, pertaining to the Title, payment of taxes etc., could be made available for inspection to the interested bidders, from the date of issue of tender at UTI Infrastructure Technology and Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai ó 400051, on any working day between 10.00 a.m. to 5.30 p.m. but only upto a day prior to the last date of submission of bids. Bidders may examine these documents and thoroughly satisfy themselves and only then submit their bid in total compliance to the Terms & Conditions of the Bidding Document. If a Bidder submits the bid, it shall be construed as acceptance of all the provisions of the Bid Document and various stipulations therein.
- k. The Bidder may verify about the title of the premises and other documents available regarding the building. Once submitted, the bidder cannot withdraw the bid or refuse to sign the lease agreement. In addition, the bidder shall also have the option of inspection of the documents as above, with any authority / body or Municipal Corporation or MHADA before the bids are submitted. The Bidder shall not be entitled to raise any objection or dispute whatsoever after opening of the bids. In case of any such action by the bidder including withdrawal of the bid or refusal to sign the lease agreement, the bidder's bid security shall be liable for forfeiture.

II) Bidder Qualification Criteria:

- A. In case the Bidder is a MNC/ private business entity (including limited company or limited liability partnership or partnership etc.), the Bidder must :
 - i. Be making profit for the previous three financial years. This shall be certified by the Statutory Auditors of the Company or Chartered Accountant (where statutory audit is not applicable) and this certificate shall be submitted alongwith the Technical bid.
 - ii. Have average net profit of minimum Rs.5 lakhs in the previous three financial years.
 - iii. This shall be certified by the Statutory Auditors of the Company or Chartered Accountant (where statutory audit is not applicable) and this certificate shall be submitted alongwith the Technical bid.
 - iv. Be a compliant company under Companies Act and other applicable Acts (if the bidder is a company). This shall be certified by the Company Secretary of the company and this certificate shall be submitted along with the Technical bid.
- B. If the Bidder is a Indian Government Company or a Public Sector Undertaking or a Public Sector Bank or Departments of State/ Central Government, the Bidder must:
 - i. Be making profit for the previous three financial years. This shall be certified by the Statutory Auditors of the Company and this certificate shall be submitted alongwith

the Technical bid.

- ii. Be a compliant company under Companies Act and other applicable Acts (if the bidder is a company). This shall be certified by the Company Secretary of the company and this certificate shall be submitted alongwith the Technical bid.
- iii. Provide a letter of comfort, from Bidder's controlling Central Government Ministry or State Government.

C. If the Bidder is an Indian Government Department or Ministry or Body, the Bidder shall submit a letter of comfort from the respective Ministry, with the Technical Bid.

Note :

The Bidder shall submit Audited Annual Reports for the previous three financial years, wherever applicable.

III) Lease rent :

The lease rent is the consideration, **excluding** outgoings and charges to be borne by the **Lessee** as per Clause öVIII-Fö (such as property tax, municipal taxes, land tax, ground lease rent, cess, levies, local taxes (LBT etc.), water tax, sewage tax or any other tax levied by the local authority, and any interest/ penalty which is accrued on the above, any other tax by whichever name called, payable to any Government or Authority or Body as also any additional or increased taxes, charges, or levies imposed by any Government or any local authority in respect of the premises or any other and the applicable GST.

Reserve lease rent: The reserve lease rent of the premises is the lease rent below which the bid will not be acceptable. The reserve lease rent is fixed as under:

Details of Flat	Area	Reserve Rent
Flat No. 002, Building No. 16, Plot No. 50, Oshiwara, MHADA Complex, Link Road, Andheri (W), Mumbai - 400053	804.70 (super built up)	Rs.37,821/- per month

IV) Other terms of rent:

- a) The rent and other charges for each month shall be payable in advance on or before 10th of the same month and NBCFDC shall provide the Lessee a receipt of the rent each month after the payment has been received by NBCFDC.
- b) TDS on rent will be applicable as per applicable statute. The TDS Certificates shall be issued by NBCFDC without any delay.
- c) All the applicable GST as and when applicable would be to the account of the Lessee, at actual.
- d) Rent and other charges will be payable from the date of handing over of possession of the

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UTIITSL – Technical Bid – Residential flat at Mumbai

premises or execution of the lease agreement whichever is earlier and would be payable upto termination of agreement or handing over the premises back to Lessor whichever is later. The date of start of rent and the last date of rent would be decided by NBCFDC.

- e) If the monthly rent or any other amount payable (including the interest) is not paid by 10th of the same month, the Lessee shall be liable to pay interest thereon at 14.5% (quarterly compoundable interest) per annum for the period of delay upto the date of payment, without prejudice to NBCFDC's right to other remedies as per law including the right to terminate the lease and Lessee would have to vacate the premises within one month from receipt of such notice of termination from Lessor.
- f) The word "Rent" shall include unpaid interest on rent and any other amount which remains unpaid as per the lease agreement.

V) General Instructions for the Bidders :

- a) The last date for receipt of tender bids is upto 3.00 p.m. on 1st June, 2018. After this time, no bids will be accepted.
- b) The technical bid will be opened at 3:30 p.m. on the same day i.e. the last date of submission of tender. The participating Bidders may be present for all the tender openings.
- c) The Bids should be submitted in two parts, 'Technical Bid' and 'Financial Bid'.
- d) **Authorized Signatory:** The Bid shall be submitted by the person duly authorized to bind the Bidder to the Contract.
- e) The Bid can be also signed and forwarded by bidder or bidder's representative. The Representative will have to submit a Letter of Authority/ Power of Attorney (POA) **duly executed by the bidder at the time of bidding**, otherwise the offer is liable to be considered null and void at any stage as per the decision of NBCFDC/ UTIITSL. This LOA/ POA shall empower the representative for all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organization for whom the bid is submitted.
- f) The participating Bidders are requested to note the date and timing of the tender submission and opening.
- g) The duly filled, sealed and superscribed tenders must be compulsorily deposited in the specified tender box kept at the address of "The Vice President, UTI Infrastructure Technology And Services Ltd., UTI Tower, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai -400051" by the due date and time of submission.
- h) The intending Bidder has to purchase three envelopes and mark the envelopes as I,II and III, The usage of Envelopes will be as under:

i) **Envelope marked as I:** The duly completed Technical bid along with Bid Security shall be put in this envelope and sealed. This envelope would be superscribed as "Technical Bid and Bid Security for taking residential flats on lease basis from NBCFDC at Mumbai".

Note: The bid security/ Comfort Letter has to be kept in Envelope No. I and if it is not found in Envelope No. I then the tender is liable to be rejected.

ii) **Envelope marked as II:** The Financial bid be put in this envelope and sealed. This envelope would be superscribed as "Financial Bid for taking residential flats on lease basis from NBCFDC at Andheri, Mumbai". The Financial Bid will be opened

Signature of Authorized person as a token of acceptance of all the above conditions.

UTIITSL – Technical Bid – Residential flat at Mumbai

on the date to be intimated later, only if the tenderer is found eligible.

Note: This envelope will be opened only after evaluation of the 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. Envelope No. III would be superscribed as **“Tender for taking residential flats on lease basis from NBCFDC at Mumbai”**.

If the bid is not superscribed, there are chances of accidental or premature opening, making the bid liable for rejection and therefore it is advised that the envelope must be superscribed as above and deposited in the tender box kept for the purpose.

- i) The Sealed Bid should be dropped in the tender box kept for the purpose at the above mentioned address on or before 3.00 p.m.as above, or it has to be sent by post so as to reach before the stipulated date by the stipulated time.
- j) Bid shall be preferably sent by Speed Post or Registered Post or by depositing by hand in the Tender Box only.
 - i. If sent by Speed Post or Registered Post, the Bid duly super scribed, should be sent to the address at **“The Vice President, UTI Infrastructure Technology And Services Ltd., UTI Tower, Ground Floor, Bandra Kurla Complex, Bandra (East), Mumbai -400051”**,
 - ii. Acknowledgement will be given to sent by Speed Post and Registered Post.
 - iii. UTIITSL takes no responsibility for any bids not reaching in time.
 - iv. UTIITSL takes no responsibility for any bids not reaching at all.
 - v. UTI ITSL takes no responsibility for bids received in torn, opened or mutilated conditions. Such bids may not be accepted at all.
 - vi. In case of bids received in proper condition by UTI ITSL, the role of UTI ITSL is limited and restricted to putting the same in the appropriate tender box if the aforesaid bids are received in time as stipulated in the conditions laid out.
 - vii. It is, therefore, advised that prospective bidders shall deposit by hand the bid 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.
 - viii.Bids, which are not superscribed, may not be considered.
 - ix. Bids, which are not addressed properly, may not be considered.
- k) The authorized signatory of the Bidder is required to sign on all the pages and submit the Technical bid and Financial bid as a token of acceptance of all the terms and conditions of the tender.
- l) The Bidder shall bear all costs associated with the preparation and delivery of its bid, including costs and expenses related to visits to the site and UTIITSL/NBCFDC will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.
- m) The Bid submitted by the Bidder, all correspondences and documents relating to the bid exchanged by the Bidder and NBCFDC shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the

relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

- n) **The lease rental figure / amount shall be given in the Financial bid only and not in the Technical Bid.**
- o) Any overwriting or cutting made while filling in the forms would have to be authenticated by signing beside such cuttings, failing which the proposal is liable to be rejected.
- p) Please note that where there is a discrepancy, if any, in the amount quoted in figures and amount quoted in words, the amount quoted in words shall be considered correct.
- q) The form which the bidder chooses to fill in (either taken from UTIITSL or downloaded from the web site) shall not be changed or corrected in any manner. It is clarified that only the conditions as appearing in the original bid will be treated as valid. For checking, the form used by the bidder will be compared with the original available with UTI Infrastructure Technology and Services Limited. If there are any changes/corrections the form is liable to be considered invalid.
- r) Interpretation and decision by UTIITSL/NBCFDC on the terms of the tender will be final and binding.
- s) UTIITSL/NBCFDC reserves the right to decide not to lease the flat or to change the date of start of lease or to reject any or all offers, without assigning any reason.
- t) All the conditions of the tender and the advertisement in the press will form a part of the agreement.
- u) UTIITSL / NBCFDC reserve the right to call for any clarification / papers required for scrutiny from anyone including the Bidder. UTIITSL/NBCFDC are free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
- v) The bidders are requested to regularly visit the websites for any information/ clarifications/corrigendum, visit the aforesaid premises, inspect the available documents, to acquaint themselves with the complete information before submitting the bids.
- w) The final revised conditions, if any, as indicated in the corrigendum/ amendments/ clarifications/extension/changes regarding this tender as uploaded on the website will be binding.
- x) Minimum response shall be two bids.
- y) If the response is less than two bids the tender would be extended by 10 working days two times by displaying on the website of www.utiitsl.com and/or www.nbcfdc.gov.in. It is therefore advised that all the prospective bidders must visit the websites as above regularly.
- z) If the response is still less than two bids then the single bid would be considered for opening/ processing.

VI) The process:

- a. The Technical bids would be opened at 3.30 p.m. on the last day of submission of Bids. If any date appearing in the tender is declared a holiday, the next working day will automatically be considered in its place.
- b. The tenders shall be opened by the Tender Opening Committee of UTIITSL in the presence of the Bidders who wish to be present at the time of opening of tenders.
- c. First Envelope No. III will be opened.
- d. After opening Envelope No. III, the Envelope No. I consisting of the Technical Bid and Bid Security /EMD will be opened.

Signature of Authorized person as a token of acceptance of all the above conditions.
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- e. Envelope No. II consisting of Financial Bid will not be opened and shall be kept in sealed condition at that point of time.
- f. After opening of the Technical bids, an evaluation of the technical qualification of the tenders received would be carried out by UTIITSL and a Technical Evaluation Report shall be prepared which shall detail the qualified/ disqualified bidders along with the basis of qualification/ disqualification respectively. Thereafter, UTIITSL shall forward this report to NBCFDC for review/ approval. Only after receiving the approval from NBCFDC on this report, UTIITSL shall initiate further action.
- g. The decision regarding qualification/ disqualification of the Bidders shall lie with UTIITSL/ NBCFDC and shall be final and binding on the bidders.
- h. Thereafter, the date of opening of the Financial bid will be intimated to the qualified bidders only. The bidders are welcome to remain present at the time of opening of the Financial Bids. The date of opening would be directly communicated to the shortlisted bidders.
- i. It is clarified that the Financial Bids will not be opened for the Bidders who do not qualify in the Technical Bids. Such unopened bids would be retained with UTIITSL in unopened condition.
- j. The Financial bids will thereafter be opened by a Committee in presence of bidders who wish to participate in Financial Bid Opening.
- k. In case of a tie to the bid, then the Financial part shall be called again in a sealed envelope from the tied bidders. The highest bidder will be decided after the sealed envelopes are opened from the tied bidders.
- l. Based on the rental quoted in the bids, the comparative statement of bids would be prepared.
- m. Bids shall be evaluated to derive at the maximum overall rental to NBCFDC, respecting the highest bidder provided the rent is acceptable to NBCFDC. The Government entities would be given preference.
- n. Based on the above, UTIITSL shall forward its recommendation to NBCFDC.
- o. On final approval from NBCFDC, flat wise Lessee will be finalised.
- p. The decision will be binding on the bidder.

VII) Bid Security:

- a. All the Bidders would be required to submit the original Bid Security in Envelope I containing the Technical Bid.
- b. The Bid Security of Rs.40,000/- shall be payable in the form of DD/ Bankers cheque, it shall be in the name of "NATIONAL BACKWARD CLASSES FINANCE & DEVELOPMENT CORPORATION Ltd.", payable at New Delhi.
- c. The Bid Security will be non-interest bearing and therefore, NBCFDC shall not be liable to pay any interest to the bidders irrespective of the duration of time between the submission of Bid Security and its return by NBCFDC to bidders.
- d. Bidder which is either a Government Company or a Public Sector Undertaking or a Public sector Bank or a Government Body or a Government Department or a Ministry or a MSE enterprise, is exempted from submission of the EMD/Bid Security.
- e. In case the bidder is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village industries Commission or Khadi and

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 UTIITSL – Technical Bid – Residential flat at Mumbai

Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they shall be exempted from submission of EMD, subject to submission of valid certificate (i.e. Certificate shall be valid on Bid Due Date). If the MSE bidder does not provide the appropriate document or any evidence to substantiate the above, then EMD exemption shall not be granted and without EMD, this may result in the bid being liable for rejection.

- f. If for any reason, any selected Bidder declines to take on rent the residential flat for which they are selected, the total Bid Security furnished by the Bidder is liable to be forfeited subject to the decision of NBCFDC.
- g. If for any reason, whatsoever, attributable to UTIITSL/NBCFDC, the lease agreement cannot be entered into, UTIITSL/NBCFDC shall reserve the right to annul the tendering process and return the Bid Security to the respective bidder(s). In such an event, UTIITSL/ NBCFDC shall not be liable for payment of any interest on the Bid Security amount to the bidders. Moreover, the bidder, in such a case shall not be entitled to any right of specific performance or any right or interest whatsoever in the premises or any part thereof.
- h. The bids shall be valid for acceptance for a period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. The bids so submitted shall not be withdrawn by the bidder during the validity period and will lapse after that period unless NBCFDC accepts the bid(s) before the expiry of that period. However, in case, the process of evaluation and award is likely to take some more time, the bidder may be requested to extend the bid validity as desired by UTIITSL / NBCFDC.
- i. In case the Bidder withdraws his bid at any time during the above said validity period, his total Bid Security shall be forfeited.
- j. If any bid is not accepted or rejected by UTIITSL/NBCFDC, the Bid Security remitted by the Bidder shall be refunded to them through account payee cheque/ DD/ Bank Transfer in the name of the Bidder.

VIII) Detail of area available, usage, terms of lease, escalation, outgoings, security deposit, etc.:

A) Area for lease:

The total area of the premises available for lease, is 787.59 super built up.

The said mentioned area as documented is the standard area and the lease will be based on this area **with out any changes**.

B) Usage

- a) The use of the premises would be for residential use only.
- b) The Lessee will not be permitted to use the said premises in such a way which in the opinion of NBCFDC may cause prejudice, nuisance, annoyance or inconvenience to NBCFDC / neighbors or for storing hazardous goods or for any purpose not permitted under the laws of land.
- c) The Lessee shall have to park their vehicles in the common parking.

- d) The Lessee will not use or deal with the premises in a manner contrary to any conditions imposed on the premises by the law, the Government or the Local Authority or the Local Municipal Corporation and shall keep NBCFDC indemnified against all actions, suits and other proceedings in consequence of such uses by the Lessee.
- e) The Lessee will not be entitled to assign, sub-let, re-let, transfer or part with the possession of the said premises or any part thereof or induct third party or alternative parties in any manner whatsoever, without the specific permission / written consent of NBCFDC. NBCFDC reserves the right to deny such permission.
- f) The Lessee would keep the leased premises and all lavatories, pipelines, sinks, corridors and passages forming part thereof clean and in sanitary condition.
- g) During the period of lease, any damage in whichever form if made to the property in use or the adjoining property will have to be made good by the Lessee. The decision of NBCFDC will be final in this regard.
- h) The Lessee shall be bound by the rules and regulations of the Society for day-to-day administration.

C) Lease Deed

- a) The lease deed would be prepared by UTIITSL with the consent of NBCFDC which would be final and binding.
- b) The lease shall be executed within a period of maximum 4 weeks from the date of notification of selection of Lessee. NBCFDC shall execute the Lease deed in favour of the prospective Lessee and shall simultaneously therewith hand over possession of the said premises. All the legal formalities shall be completed by the respective parties before the date of execution of lease deed.
- c) The signing of the deed would be arranged between NBCFDC and the Lessee by UTIITSL.

D) Lease term .Lock in period. Escalation and Security Deposit:

- a) The lease will be for a period of 3+3+3 years.
- b) The lease deed will have a fixed lease term of three years (minimum lock in one year).
- c) The second lease agreement will have a fixed lease term of next 3 years.
- d) The third lease agreement will have a fixed lease term of next 3 years
- e) Escalation in rent would be @ 5% every year.
- f) The lease term would commence and rent will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever ever is earlier and would be payable upto termination of agreement or handing over the premises back to Lessor which ever is later. The date of start of lease term will be communicated to the prospective Lessee.
- g) The minimum lock in period for the lease would be 12 months. An undertaking will be taken from the Lessee that they will honor this commitment with a binding clause in the agreement.

- h) It is clarified that only the basic quoted rent will increase through escalation of

5% every year on the last rent paid, where as the other outgoings would be dealt as per Clause VIII- F.

- i) **Security Deposit** : Interest free security deposit equivalent to three months rent, in the form of a Demand Draft / Bankers cheque, would be taken from the Lessee within 10 days from the date of handing over of the premises or execution of the lease deed whichever is earlier. The entire security deposit shall be refunded on expiry of the lease agreement and vacation of the premises to the satisfaction of NBCFDC, after effecting any recoveries or adjustment for any dues from the Lessee.

E) Stamp duty and Registration charges:

The stamp-duty & registration charges payable in respect of the lease agreement would be borne equally between the Lessor and Lessee, i.e. the bidder and NBCFDC.

F) Out goings and charges to be borne by the Lessee shall include:

- a) Any charges billed by the society as maintenance charge.

(These charges may include charges such as insurance charges, charges for maintenance of lift, water and fire fighting pumps, electrical systems, water supply systems, sanitary, plumbing and drainage systems, fire alarm and fire fighting systems, fire extinguishers, insurance, expenses on day to day repairs in the building, cleaning of the common are as and outside area, security charges, gardening, pest control, water tank cleaning, plumbing and sanitary repair charges, sewage charges ,and sullage maintenance charges, Aadministrative expenses)

b) Property and other taxes:

1. The existing or the future taxes and outgoings including any increases (by whatever name it may be called) would be borne by prospective Lessee as per actuals as billed by the Society.
2. Outgoings of property and other Municipal taxes (on per sq. ft. basis) for the area given on lease like:
 - i) Property / Land Tax.
 - ii) Ground lease rent,
 - iii) Cess
 - iv) Levies
 - v) Municipal Tax.
 - vi) Local taxes levied by the local authority.
 - vii) Water Taxes.
 - viii) Sewage taxes.
 - ix) Any interest/ penalty which is accrued on the above which is not attributable to any action/ inaction on the part of NBCFDC
 - x) Service Tax payable on any item

3. If at any time during the lease term, the Lessor has to pay any additional/ new

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or increased taxes, charges, or levies imposed by Government or any local Authority in respect of the premises it shall be lawful for the Lessor/ Society to recover all increase in taxes, additional/ new taxes, charges, or levies imposed by Government or any local Authority during the period of this Lease from the Lessee in proportion to the area.

4. It is to be clarified that for any expenses on the leased out area NBCFDC will not incur any expenditure on its part and that the Lessee will be liable to pay the lease rent as agreed after the bids and the expenses as billed by the Society during the term of the lease, as per the terms and conditions of this tender.

c) Payment terms for all outgoings:

- a) The charges for outgoings and other expenses will be payable from the date of handing over of possession of the premises or execution of the lease agreement whichever is earlier and would be payable for a period upto termination of agreement or handing over the premises back to Lessor, whichever is later.
- b) All the out goings being variable in nature will be counted at actual and the decision of NBCFDC/ the Society will be final and binding on the Lessee.
- c) If any outstanding (including outstanding interest) is not paid by the due date of payment by the Lessee, the same shall be liable to be paid along with interest thereon at 14.5% (quarterly compoundable interest) per annum from the due date thereof till date of payment without prejudice to the Lessor's rights to the remedies as per law including his right to terminate the lease and Lessee would have to vacate the premises within one month from receipt of such notice of termination from Lessor.
- d) Any adjustment payment/ entries for a particular financial year would be done by NBCFDC through additional bills, in the next financial year.

G) Structural and external maintenance:

- a) The cost of structural / external maintenance of the building would be on account of NBCFDC.

The Society shall carry out all structural repairs to the said premises that may be necessary but beyond that NBCFDC will not undertake any further liability for keeping the said premises wind and water tight and shall not be responsible for any damage done by fire, tempest or leakage or rain or for any shortage or stoppage of water for any purpose or break down of any system or non working of any of the electric or electro-mechanical installations, which will be a part of maintenance expenses.

- b) The Lessee shall not make any structural alterations or fix any permanent fittings or fixtures to any portion of the said premises provided that they shall be at liberty without any such consent aforesaid to fix lights, fans and Air Conditioners but so that such alterations would be reversible and fixtures

shall be easily removable without in any way causing damage to any portion of the said premises and to make good all such changes while leaving the said premises so that the said premises is returned in the same condition as before the installation of such fixtures and fittings and if any damage shall be caused because of such removal, to make good the same (normal wear and tear expected).

H) Internal repairs and maintenance:

Any repairs inside the premises would be carried out by the Lessee provided that they shall give one week advance notice in writing to the Lessor before carrying out the repair works.

Such repairs to include replacing and reinstating floorings, partitions/ partition walls, ceiling, doors, windows, door and window shutters panes, flushing tanks and water closet and wash basins, locks and keys, electric and other fittings at Lessee's own cost and expenses during the term hereby created to keep and maintain in good working condition the electric installations and the light and fan points and flushing tanks and the plumbing system provided that the Lessee shall give one week advance notice in writing to the Lessor before carrying out repair works.

I) Interiors / furnishing/ fixed items already provided:

- a) The inventory list if any will be given by NBCFDC.
- b) The Lessee will have the liberty to carry out interiors and furnishing works at their own cost.
- c) All fixtures/furniture, if any, to be returned in the same condition except reasonable wear and tear after the lease is over.

J) Permission to inspect:

The Lessee would always permit the Lessor or any persons deputed by the Lessor or all persons authorized by the Lessor, at all reasonable hours during day time, after twenty four hours notice in writing to the Lessee, to enter upon the said premises for inspecting the works and things as may be required to be done for any repairs, alterations or improvements, and to give written notice of all needed repairs.

K) Vacation:

a) In case the said premises or any part thereof at any time during the term hereby created, be destroyed or damaged by fire, acts of God & natural calamities, riot and civil commotion, enemy action, and such like causes not within the control of NBCFDC so as to be wholly or partially unfit for the use of the Lessee then the lease shall come to an end and the Lessee shall vacate the whole premises on payment of the proportionate rent and outgoings upto the date of vacation.

b) If the Lessee during the said term without the previous consent in writing of

NBCFDC shall vacate or depart from the said premises without having made adequate provision for the payment of the rent and the observance and performance of NBCFDC's condition here in contained, it shall be lawful for NBCFDC to take possession of the said premises without in any manner prejudicing the rights of NBCFDC under this lease and without subjecting it to any action for trespass or making it otherwise liable for so doing.

- c) It is clarified that NBCFDC has the absolute rights over the property and the decision of NBCFDC on various lease matters would be conclusive and binding. It shall be lawful for NBCFDC to re-let the said premises in part or in whole at any rent, which it may obtain after the termination of lease or determination of lease by efflux of time or in the event of any default by the Lessee or in the event of vacation by Lessee etc.

L) Termination:

- a) In case of termination of this lease agreement and/or vacation of the premises by the Lessee for any reason, the Lessee shall hand over peaceful and clean possession of the premises to the Lessor only.
- b) The Lessor /Lessee shall have the right to terminate the lease at any point of time during the Lease period, by giving a written notice of three months subject to the condition of lock in period.

M) Essence of contract:

The adherence to the time schedules for the payment of the rent, all out going and all payable amounts as per the lease agreement (including interest or penalty if any), determination of lease by notice or by efflux of time as specified in the lease agreement or relevant paragraphs of the tender, and subsequent vacation of the premises are the essence of the contract between the Lessee and NBCFDC.

N) Indemnity:

- a) The Lessee shall indemnify and hold harmless NBCFDC from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any breach of the provisions of the Contract by the Lessee or any act or omissions of the Lessee, its representative or its employees and agents.
- b) These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable to:
- i. Sickness, disease or death of, or injury to any person;
 - ii. Loss of, or damage to, or destruction of any property;

O) Governing Law and Jurisdiction:

The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all Disputes arising under or in connection with the Agreement.

P) Dispute Resolution:

In case of any differences, the same shall be resolved by mutual discussions and agreement, within a time period of 30 days. However, if the dispute is not resolved mutually between the parties, the following shall apply for resolution of disputes:

öIn the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The place of arbitration shall be New Delhi. The arbitrator shall give reasons for the award.ö

Notwithstanding the pending settlement of dispute, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions above.

“TechnicalBid”
“To be placed in Envelope No.1”

Senders name & address:

Dated: _____

To,
The Vice President,
UTI Infrastructure Technology And Services Limited
UTI Tower,
Ground Floor,
GN Block, Bandra Kurla Complex,
Bandra (East),
Mumbai – 400051

Sir,

**Technical Bid for taking Residential Premises on lease basis at Plot No. 50, Building No. 16,
Flat No. 002.,Oshiwara MHADA Complex, Link Road, Andheri (West), Mumbai - 400053**

I/We refer to the advertisement released by UTIITSL/NBCFDC in the press on 12th May, 2018, and I/We/ the undersigned am/are submitting this offer (as a Bid in a sealed envelope) personally, by depositing in the Tender Box kept at UTI Infrastructure Technology And Services Limited, Ground Floor, UTI Tower, Bandra Kurla Complex, Bandra (East), Mumbai ó 400051, to take on lease, the above mentioned premises on the terms and conditions as mentioned in the bid document prepared by UTIITSL and as available on the website www.utiitsl.com and/or www.nbcfdc.gov.in.

We are a bonafide user and require this for our own use or for the use of M/s. _____ whom I/ We represent. The authority letter/ Power of Attorney from the agency, I/We represent is enclosed.

The details of the bidder as under:

Sr. No	Description	Details (as applicable)	
1	Name of Company		
2	Address		
3	Contact Details:		
	(a) Name of the contact person.		:
	(b)Telephone no. with STD code		
	(c)Mobile No.		:
	(d)Fax No.		:
(e)e-mail	:		
4	PAN No.(enclose copy)		
5	Type of the bidder: Indian Government Company or a Public Sector Undertaking or a Public Sector Bank or Department of State/ Central Government or Indian Government Department or Ministry or Body.		
6	Company Registration details: (enclose Certificates):		

Signature of Authorized person as a token of acceptance of all the above conditions.
 UTIITSL – Technical Bid – Residential flat at Mumbai

7	Activities of the bidder.	
8 (a)	<p>Net Profit for last 3 years:</p> <p>a) 2014-2015 b) 2015-2016 b) 2016-2017</p> <p>[Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]</p>	
(b)	<p>Average net profit for last 3 years.</p> <p>[Provide a certificate from the Statutory Auditor of the company / or Chartered Accountant (where statutory audit is not applicable)]</p>	
(c)	<p>Whether the Company is a compliant company under the Companies Act and other applicable Acts.</p> <p>(Declaration to be given by Company Secretary)</p>	
(d)	<p>Has the Company defaulted in payment of its statutory dues at any point of time.</p> <p>(Declaration to be given by Company Secretary)</p>	
(e)	Names of Directors (as the case may be)	
(f)	Has the Company been debarred by any Government / Government agency or Department of Corporate Affairs or Income Tax Department or RBI?	

Signature of Authorized person as a token of acceptance of all the above conditions.
 UTITSL – Technical Bid – Residential flat at Mumbai

9	Validity of bid: Confirm validity of at least 120 days after date of opening of the technical bids.	
10	Power of Attorney as the case may be (to be submitted)	
11	Any Other information or remarks which the bidder thinks is appropriate to disclose as per the transparency norms may be mentioned here.	

NO PRICE IS TO BE INDICATED HERE

PLEASE DO NOT QUOTE ANY THING RELATING TO FINANCIAL BID HERE.

Undertaking by bidder:

I/We understand that:

1. I am/we are aware that NBCFDC/ UTIITSL will not pay any brokerage in the transaction to me or any of my agent or representative.
2. **No financial indication for the premises has been given in the Technical Bid.**
3. All payments would be made through demand draft/bankers cheque payable to NATIONAL BACKWARD CLASSES FINANCE & DEVELOPMENT CORPORATION, New Delhi in connection with the lease.
4. I/We am/are also aware that any alteration / addition / omission/ over writing in this bid may render the same invalid and NBCFDC may not seek any clarification.
5. I / We confirm having fully inspected the property and photocopies of available documents and have made all enquiries from MHADA/Municipal and other local authorities concerned. Being satisfied with the enquiries I/We am /are making the bid and would not make any objection after submission of the bid.

I/We am/are aware that in all disputes and/or differences arising out of or relating to or concerning this offer and the contract, if any, between myself/ ourselves and UTI ITSL/ NBCFDC, concerning and/or relating thereto and/or relating to the above mentioned premises, Civil Courts in Mumbai shall have exclusive jurisdiction.

6. I am / we are aware that this sub lease is subject to permission / N.O.C. or consent if any required to be obtained for the same from CIDCO or any other authorities by NBCFDC.
7. If at any time the performance in whole or in part by NBCFDC of any obligation of the terms and conditions of this tender is prevented or delayed by (a) restriction on the lease of the property imposed by any statutory authority and / or by reason of any delay in obtaining requisite permission/N.O.C. from any authority and/or, the process gets terminated, I/We shall not have any claim for damages or any relief against NBCFDC in respect of the non-performance in this case.
8. I/ We hereby confirm that, all the terms and conditions specified in this Technical Bid form are acceptable to me/us and will form part of the agreement.
9. I/We have signed on all the 20 pages of the Technical Bid having confirmed/accepted the terms and conditions as stated therein.

10. Information to be filled in by the Bidder for the purpose if refund of EMD/SD

Name of the beneficiary : _____
Name of the Bank : _____
Place payable at : _____
Account Type (SB/CA etc.) : _____
Account No. : _____
PAN No. : _____

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 may be rejected fully.

Signature of the Bidder: _____

Name in BLOCK Letters: _____

Date: _____

FINANCIAL BID
“To be placed in Envelope No. II”

From:

Date: _____

To,
The Vice President,
UTI Infrastructure Technology And Services Limited
Ground Floor,
UTI Tower,
GN Block, Bandra Kurla Complex,
Bandra (East),
Mumbai – 400051

Financial Bid for taking Office Premises on lease at Flat No. 002, Plot No. 53, Building No. 18, Oshiwara MHADA Complex, Link Road, Andheri (West), Mumbai - 400053

I/We refer to the advertisement released by UTIITSL in the press on 12th May, 2018 and the communication available on the website of www.utiitsl.com and/or www.nbcfdc.gov.in, for taking on lease residential Flat No. 002, Plot No. 53, Building No. 18, Oshiwara MHADA Complex, Link Road, Andheri (W), Mumbai ó 400053 admeasuring around 804.70 super built up area.

I/We understand that the minimum reserve lease rent is **Rs. 37,821/- per month and that all the outgoings are extra as per actual as detailed in the tender.**

Signature of Authorized person

Page 1 of 2

I/We have read the tender conditions in full, have visited the premises, seen/read all the relevant documents, made all the enquiries from all the relevant statutory authorities, having cleared all our doubts, having agreed to all the terms and conditions, having submitted the relevant documents required for establishing our eligibility, having submitted the Bid Security in form of EMD, wish to bid as under:

Total Area. (sq.ft.)	Minimum Reserve Lease Rent	Quoted Total rent per month (exclusive of outgoings)
804.70	Rs. 37,821/- per month (exclusive of outgoings)	Rs. _____ (in figures) Rs. _____ (in words)

Any ambiguity between amount quoted in figures and words, then the amount in words would be considered. Any cutting or cancellation or overwriting should be authenticated.

We have not mentioned any figure anywhere outside this Financial Bid.

Name: _____

Designation: _____ Signature: _____

Organisation: _____

Place:

Date:

Signature of Authorized person

Page 2 of 2

(In case the bidder is a Indian Government Company or a Government Department or Ministry or Body or Department of State/ Central Government or a Public Sector Undertaking or a Public Sector Bank stipulated in Clause II (A & B) of the tender document, then the bidder would be required to furnish a letter of comfort from its controlling Central Government Ministry or State Government Ministry or respective Ministry as per the format given under).

Date: _____

To,

The Company Secretary,
National Backward Classes Finance & Development Corporation,
5th floor, NCUI Building,
3 Siri Institutional Area August Kranti Marg,
New Delhi – 110 016

Sir,

We, being the controlling Ministry of, certify that they (_____) will abide by all the clauses of the agreement and would pay the necessary lease rent and appropriate directions would be issued by us to them to follow the terms and conditions of the agreement.

Authorised signatory