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**NOTICE INVITING TENDER  
FOR  
TAKING RESIDENTIAL APARTMENTS/FLATS ON LEASE BASIS IN MUMBAI**

**Ref: ECGC/Tender- HO/ADMINISTRATION/369-C/2021-22**

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## Section 1

### 1. Introduction

#### 1.1. Invitation to Bidders

By way of this Notice Inviting Tender ('**NIT TENDER**') Document (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC / the Company'), a company wholly owned by Government of India and set up in 1957, invites sealed Tenders in two bid system (hereinafter referred to as ('**the Bidder(s)**').) for "Taking residential apartments/flats on Lease basis in Mumbai."

The "Technical and Price/Commercial Bids" along with the supporting documents would be received in physical form.

The Bidder(s) are advised to study the Tender Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

The Bid Document may be downloaded from the Company's website [www.ecgc.in](http://www.ecgc.in).

Please note that all the required information asked, needs to be provided. Incomplete information may lead to rejection of the Bid. The Company reserves the right to change the dates mentioned in this TENDER Document, which will be communicated to the Bidder(s), and shall be displayed on the Company's website. The information provided by the Bidder(s) in response to this Tender TENDER Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this TENDER Document and all SUBSEQUENT amendments, if any. Amendments or changes shall be displayed at ECGC's website only.

#### 1.2. Schedule of events

Bid Document Availability	The Bid Document can be downloaded from website w.e.f. 29/09/2021
Last date of submission of Bids	3:00 PM on 14.10.2021 up to 5.30 PM
Pre-Bid meeting	11 AM on 07.10.2021
Opening of Technical Bids	3:30 PM on 18.10.2021
Opening of Price/Commercial Bids	Within fifteen days of opening of Technical Bids. Date will be communicated to such

	Bidder(s) who will qualify in the Technical Bids.
<b>Contact Details:</b> Deputy General Manager (Administration) : 022-66590735 Senior Manager (Administration ) : 022 – 66590771 Manager (Administration) : 022 – 66590759	
Address for Communication and submission of Bid.	Deputy General Manager (Administration) ECGC Limited, Administration Department, 5 <sup>th</sup> Floor, Nirmal building, Nariman Point, Mumbai – 400 021
Telephone	022- 66590735
All correspondence / queries relating to this TENDER Document should be sent to / through email ID	administration@ecgc.in

## Section - 2

### 2. Disclaimer

The information contained in this TENDER Document or information provided subsequently to Bidder(s) in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

This TENDER Document is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of Bids. The purpose of this TENDER Document is to provide the Bidder(s) with information to assist the formulation of their bids.

This TENDER Document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER Document and where necessary obtain independent advice.

The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER Document. No contractual obligation whatsoever shall arise from the

TENDER process until a formal contract is signed and executed by duly authorized representatives of the Company with the selected Bidder.

### **Section - 3**

#### **3. Instructions for Bidder(s)**

##### **3.1. General Instructions**

- 3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initials on each page of the Bidding Documents.
- 3.1.3** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Bid shall be signed by the officer (s) so authorized by each consortium member and the Bid shall be affixed with the common seals of each member of the consortium.
- 3.1.4** The Bid shall contain the address, Tel. No., Fax No. and e-mail id, if any of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.5** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.

- 3.1.6** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.
- 3.1.7** ECGC does not bind itself to accept the lowest of any Bid and has the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender Document.
- 3.1.8** Bidders may submit required information in separate tables (Data to be furnished by the Bidders) for different complex/society/location labeling them as proposal No. 1, 2, 3 .... etc., as the case may be. However, each bid should have at least 5 apartments/flats in the same building/wing/society. Each proposal will be evaluated separately.
- 3.1.9** Bids shall be submitted in two parts i.e. (1) Part-I and (2) Part-II.
- 3.1.10** The Bidder shall submit the Part-I which is a Technical Bid as per the form provided under **Annexure 1 to 4** and the same shall be enclosed in single sealed envelope superscribed as **“Part-I: Technical Offer for taking residential apartments/flats on Lease basis in Mumbai”**.
- 3.1.11** The Bidder shall submit the Part-II which is Price/Commercial Bid as per the form provided under **Annexure – 5 and 6** and the same shall be enclosed in another sealed envelope superscribed as **“Part-II: Commercial Offer for taking residential apartments/flats on Lease basis in Mumbai”**.
- 3.1.12** Supporting documents are to be submitted in the Technical as well as Price/Commercial Bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.13** Both the sealed covers (i.e. Part-I & Part-II) and the envelope containing the eligibility criteria compliance documents, will further be sealed in another envelope and addressed to Deputy General Manager, Administration Department, ECGC Limited, 5th Floor, Nirmal, Nariman Point, Mumbai-400 021 and superscribing **“Proposal/ Offer for taking residential apartments/flats on Lease basis in Mumbai”- Proposal and Eligibility Documents**.
- 3.1.14** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of the Bid.
- 3.1.15** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids

may be disqualified on this ground alone. The decision of the Company shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs / amounts are not included in the Bid, which would disqualify the Bid.

- 3.1.16** Each Bidder can submit only one Bid but can submit different proposals for different properties under one bid.
- 3.1.17** No queries or change in requirements specifications/line items will be entertained in terms of the Bid process, except if such changes are advised or are approved by the Company.
- 3.1.18** The Company is not bound to accept the lowest offer and reserves the right to accept any offer either in full or in part. The Company also reserves the right to reject all the proposals without assigning any reason thereof.
- 3.1.19** The Bidder should commit to provide the resources desired by the Company for the entire duration of the engagement, at the agreed cost and terms and conditions.

### **3.2. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### **3.3. Validity Period:**

Bids shall have the validity period of 90 days from the date of opening of Part-I of the TENDER and shall be extended by such period as may be mutually agreed to. Bidders are requested to offer 90 days validity as per Bid Terms. The prices quoted shall remain firm and fixed during the validity of Bid unless agreed otherwise by the Company.

### **3.4. Eligibility Criteria for Bidding:**

The description of requirements by Company and Bidder's eligibility criteria shall broadly be the following:

- A. The Company has an initial requirement of 50 apartments / flats, particularly between Bandra to Borivali locations in the western suburbs



of Mumbai. The apartments / flats located within 1-2 kms from the nearest railway stations or upcoming / existing metro stations will be preferred. However, the Company reserves the right to increase or decrease the requirement and the location depending on the need/suitability.

- B. The apartments / flats should be of 2 BHK configuration with carpet area ranging between 600-850 sq. feet. Offers / bids with at least one car parking area per flat will be preferred. Further, the bidder should have minimum five (5) apartments/flats in his/her possession to offer.
- C. The carpet area would mean the usable carpet area at any floor level based on net finished wall to wall internal room measurements excluding external, internal walls, door jambs, ducts, shafts, all partially/fully covered and uncovered balconies, dry balconies, flower beds, common areas outside the flat.
- D. Joint measurement will be taken in the presence of ECGC officials and vendor / authorized representative for computing/finalizing the exact carpet area. In case of flats of different areas available per floor, if the average carpet area of all the flats on the floor is within the above mentioned cut off levels, ECGC may consider the same
- E. Flat should be in good condition with construction date after the year 2011, preferably.
- F. The building should contain a lift facility to access the flats on all floors.
- G. The apartments should be provided with adequate security arrangements, 24 hours electricity supply and running water facility.
- H. The period of lease will be five (5) years wherein a lock-in period for the lease agreement will be three (3) years. The lease can be renewed for further period on mutually agreeable terms.
- I. Bid shall be submitted in the prescribed format only from the owner/power of attorney (POA) holders of the flats (documentary proof of ownership like electricity bill, society maintenance bill, etc. needs to be submitted along with copy of POA & PAN).

- J. The owner should have Occupation Certificate (OC) and a No-Objection Certificate (NOC) from the concerned Housing Society to let out the premises on rent to the Company. In the event of the premises under consideration being mortgaged to any financial institution, a declaration has to be provided by the owner of the premises to deposit the rent amount directly in to the loan account with the consent of the mortgagee.
- K. The issuance of letter of acceptance by the Company shall be construed as a binding contract on the part of the bidder. The successful bidder/ (s) shall arrange to execute a lease agreement with the Company within fourteen days of receipt of the letter of acceptance.
- L. The possession of the flats with whitewash and assured furniture, fixtures, fittings & other amenities is also to be given within 3 days of execution of agreements. Stamp duty/Registration/Legal charges will be shared equally between both parties.
- M. No brokerages will be paid by ECGC Limited.
- N. The bids will be evaluated by ECGC, including physical visits to the shortlisted premises & the results will be displayed on our website in due course.
- O. The location/sites would be selected keeping in view the locational advantage, quality of workmanship, layout, quality of fittings/amenities, surrounding environment, accessibility, transportation facilities, reputation/credibility of builder, design, efficiency etc. Identification of L-1 bidder shall be assessed location-wise by observing reasonability of rates through ready-reckoner and valuation reports.
- P. Deposit to be paid equivalent to three month's rent. Preference to be given to bidders offering no rent deposit or deposit equalling one month's rent.
- Q. If a bidder is not found to possess the required eligibility for participating in the bidding process at any point of time, the Company reserves the right to reject his offer even after opening of Part-I / Part-II

of the proposal. The Company is not bound to assign any reason for doing so.

### **3.5. The bidding documents**

#### **3.5.1 Documents constituting the Bid:**

The Documents constituting the Bid include:

- (i)** Part-I: Technical Bid (as per the form provided under Annexure -1 to 4,) listed as under:
  - a) Annexure 1: Covering Letter
  - b) Annexure 2: Profile of Bidder/Eligibility
  - c) Annexure 3: Details of Flats/Apartments
  - d) Annexure 4: General Conditions of Lease deed
  
- (ii)** Part 2: Price/ Commercial Bid (as per the form provided under Annexure – 5 to 6):
  - e) Annexure 5: Quotation
  - f) Annexure 6: Bank Details

**(iii)** Annexure 7: Queries format.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or to submit a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

### **3.6. Preparation of bids**

#### **3.6.1 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English.

#### **3.6.2 Documents Comprising the Bid**

**3.6.2.1** Documents comprising the Technical Bid envelope should contain the completed forms/documents in accordance with the Part- I and

clauses in the Bid and duly signed by the Bidder or authorized representative of the Bidder and stamped with the official stamp of the Bidder,

**3.6.2.2** The papers like Forms, supporting documents as mentioned above etc. should be submitted in one lot in one envelope.

**3.6.2.3** Any Technical Bid not conforming to the above list of documents will be rejected.

**3.6.2.4** The Technical Bid should NOT contain any price information. Such bid, if received, will be rejected.

### **3.6.3 Price / Commercial Bid**

Each Bidder is required to complete a Price/Commercial Bid Envelope, comprising of the Price/Commercial Bid Form as per Annexure –5 and 6 of the Bidder.

### **3.6.4 Bid Form**

The Bidder shall complete both the aforesaid Envelopes containing the Technical and Price/Commercial Bids, along with the requisite documents wherever mentioned and submit them simultaneously to the Company in a single outer envelope. Bids are liable to be rejected if all Bids (Technical Bid and Price/Commercial Bid) are not received together.

### **3.6.5 Bid Prices**

**3.6.5.1** Prices are to be quoted in Indian Rupees only.

**3.6.5.2** Prices quoted should include maintenance charges as well.

**3.6.5.3** A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

### **3.6.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications**

The documentary evidence of the Bidder's qualifications to perform the Contract in its Bid will be accepted only if it is established that the same are to the Company's satisfaction.

### **3.6.7 Partial bids**

Partial Bids will not be accepted and shall be rejected.

### **3.6.8 Period of Validity of Bids**

- 3.6.8.1** Bids shall remain valid for a period of 90 days from the date of opening of the Part-I of the Bid.
- 3.6.8.2** In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future TENDERS or any debarment.
- 3.6.8.3** The Company reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

### **3.6.9 Format and Signing of Bid**

#### **3.6.9.1 Each Bid shall be in two parts:**

**Part I – Technical Bid.**

**Part II – Price/Commercial Bid.**

Both parts should be in two separate sealed NON-WINDOW envelopes bearing the Bidder's name and address (return address), each super-scribed with "Tender Subject" as well as "Technical Bid" and "Price/Commercial Bid" as the case may be.

- 3.6.9.2** The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for un-amended printed literature.
- 3.6.9.3** Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The Company reserves the right to reject bids not conforming to above.
- 3.6.9.4** All documents submitted in the context of this TENDER Document, whether typed, written in indelible ink, or un-amended printed literature, should be legible / readable. Non-compliance to this clause shall result in Bid being considered as non-responsive, and shall be rejected at the outset.
- 3.6.9.5** The bid shall be in A4 size papers, numbered with index and highlighted with technical specification details. Bids should be spirally

bound or fastened securely before submission. Bids submitted in loose sheets shall be disqualified.

**3.6.9.6** ADDITIONAL INFORMATION: Bidder may include additional information which will be essential for better understanding of the proposal. This may include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.

**3.6.9.7** GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use or elsewhere in the bid response.

### **3.7. Submission of bids**

#### **3.7.1 Sealing and Marking of Bids**

**3.7.1.1** The Bidder(s) shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Price/Commercial Bid" separately and both these NON-WINDOW envelopes shall be enclosed and sealed in a single outer NON-WINDOW envelope bearing the Bidder's name and address (return address).

**3.7.1.2** The inner envelopes shall be addressed to the Company at the address given for submission of Bids in Section 1 above and marked as described in Clauses above.

**3.7.1.3** All envelopes should indicate the name and address of the Bidder on the cover.

**3.7.1.4** If the envelope is not sealed and marked, the Company will assume no responsibility for the Bid's misplacement or its premature opening.

#### **3.8. Deadline for Submission of Bids**

**3.8.1** Bids must be received by the Company at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

**3.8.2** In the event of the specified date for submission of Bids being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.

**3.8.3** The Company may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on the Company's website.

**3.9. Late Bids:**

Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and subsequently destroyed. No Bids shall be returned.

**3.10. Modification and Withdrawal of Bids**

**3.10.1** The Bidder, if after evincing interest in participating in the bidding process and attending the pre-bid meeting, if any, wishes to withdraw from the bidding process, the Bidder may do so without any penal action including debarment or exclusion from future TENDERS / contracts / business, provided the bidder submits its decision to the Company in writing, along with its reasons for the same.

**3.10.2** The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids, the Bidder may do so without any penal action including debarment or exclusion from any future TENDERS / contracts / business, provided the Bidder submits its decision to the Company in writing, along with its reasons for the same.

**3.10.3** No Bid may be modified after the deadline for submission of Bids.

**3.10.4** No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from any future TENDERS / contracts / business.

### **3.11. Opening and evaluation of bids**

#### **3.11.1 Opening of Bids by the Company**

**3.11.1.1** The Company at its discretion and if it considers appropriate may announce the Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite documents and such other details.

**3.11.1.2** Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

#### **3.11.2 Preliminary Evaluation**

**3.11.2.1** The Company will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.

**3.11.2.2** Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bid Document without any deviations.

**3.11.2.3** The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

**3.11.2.4** If a Bid is not responsive, it will be rejected by the Company and such a Bid may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### **3.11.3 Evaluation of Bids**

**3.11.3.1** Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Company for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

**3.11.3.2** The Company reserves the right to evaluate the Bids on technical parameters.



**3.11.3.3** During evaluation and comparison of Bids, the Company may, at its discretion ask the Bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the bidder shall be entertained.

#### **3.11.4 . Evaluation of Price Bids and Finalization**

**3.11.3.1** The Bidder(s) from the list of earlier shortlisted Bidder(s) shall be deemed eligible for further evaluation and Price/Commercial bids for these Bidder(s) shall be opened.

**3.11.3.2** Company may waive off any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any Bidder.

**3.11.3.3** Company reserves the right to reject any or all incomplete Bids or not complying with Eligibility Criteria mention in Clause 3.4.

**3.11.3.4** Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 7 days of release of TENDER Document. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns later on whatever the same may be.

**3.11.3.5** The queries may be communicated only through the e-mail id provided, [administration@ecgc.in](mailto:administration@ecgc.in) the format provided in Annexure 7.

**3.11.3.6** Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on them as per the Covering Letter provided under Annexure -1, that they have no objection with any clause of the Tender Document.

#### **3.11.4 Contacting the Company**

**3.11.4.1** No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price/Commercial Bid to the time the Contract is awarded.

**3.11.4.2** Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or contract award may result in the

rejection of the Bidder's Bid and barring from any future TENDERS / contracts / business with ECGC.

### **3.11.5 Award Criteria**

ECGC Ltd. will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven working days of receipt of the communication. In case of a tie, the Bid that had high score in technical evaluation (Part - I and Part - II) will be considered the best bid value. The successful Bidder will have to enter in to a contract with the Company, which will be valid for the tenure as mentioned in this TENDER Document.

### **3.11.6 Company's Right to Accept Any Bid and to reject any or All Bids:**

**3.11.6.1** The Company reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

**3.11.6.2** All decisions taken by the Company are binding and final.

### **3.11.7 Earnest Money Deposit**

3.11.7.1. Earnest Money of Rs.10,000/- may be deposited through Demand Draft issued from any nationalized bank in favour of **"ECGC Limited" payable at Mumbai**. Same should be submitted along with Tender form to the Office of ECGC Ltd. under sealed cover along with the Bid documents.

3.11.7.2. The Earnest Money of all the unsuccessful Bidders deposited along with the Tenders will be refunded by **ECGC Limited** after signing of Contract with successful Bidder/(s).

3.11.7.3. The EMD of successful Bidder/(s) shall be refunded on signing of contract.

3.11.7.4. Forfeiture of Earnest Money Deposit: The Earnest Money may be forfeited –

- a) If the Bidder withdraws the Bid after last date of filing bid.
- b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
- c) If the successful bidder delays or refuses to sign the Contract within specified time.

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#### 4. Section – 4

### **ANNEXURES INDEX**

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- b. ANNEXURE 2: Profile of Bidder/Eligibility
- c. ANNEXURE 3: Details of Flats/Apartments

#### II. Part II: Price Bid

- d. ANNEXURE 4: General Conditions of Lease deed
- e. ANNEXURE 5: Quotation
- f. ANNEXURE 6: Bank Details

#### III. Annexure 7: Queries format

**PART-I- TECHNICAL BID**

**Technical Offer for taking residential apartments/flats on Lease basis in  
Mumbai**

## **ANNEXURE-1-Covering Letter**

To,  
Deputy General Manager,  
ECGC Limited,  
Administration Department,  
5th Floor, Nirmal,  
Nariman Point,  
Mumbai- 400 021

Dear Madam / Sir,

I/We have carefully examined the details, Company's requirements and terms and conditions relating to taking residential apartments/flats on "Lease basis" in Mumbai and having acquired the requisite information relating thereto as affecting the proposal, we hereby offer \_\_\_\_No. of proposals offering \_\_\_\_\_No. of flats in total as per the rates mentioned in the attached in Part-II of the respective proposals.

2. That the flat and the land on which the same is constructed has clear marketable title and the same is free from all encumbrances, charges, court cases, litigation and is free from any kind of dispute of any nature.

3. To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us.

4. I/We agree that our offer will remain valid for acceptance by the Company for 90 days from the date of opening of Part-I of the Tender and this period of validity can be extended for such period as may be mutually agreed between ECGC and us in writing.

5. Should this proposal be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the proposal.

6. The proposal is submitted in two parts in separate sealed envelopes. Part-I contains duly filled tender form and Part-II contains only the price bid in the Company's proforma. The eligibility criteria

compliance documents, as specified, have been submitted in a separate envelope.

7. The clauses of the Tender have been understood and there is no objection with any clause of the Tender Document.

8. I/We understand that you reserve the right to accept or reject any or all the proposals either in full or in part without assigning any reason therefor.

Dated: this \_\_\_\_ day of \_\_\_\_\_ 2021.

For and on behalf of M/s \_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**(Certified true copy of the Power of Attorney of the above signatory should be enclosed).**

Witnesses

(1) Signature with \_\_\_\_\_  
name, address and date \_\_\_\_\_

(2) Signature with \_\_\_\_\_  
name, address and date \_\_\_\_\_

## ANNEXURE-2

### Profile OF Bidder/ Eligibility

<b>Sr No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of the Bidder	
<b>2</b>	Contact Number of Bidder	
<b>3</b>	Correspondence Address	
<b>4</b>	Valid e-mail ID	
<b>5</b>	Name & Adress of the owner of the flats offered (in case Bidder is not owner)	
<b>6</b>	GSTN	<copy required>
<b>7</b>	PAN	<copy required>
<b>8</b>	Valid e-mail id of the bidder (in case not an owner)	
<b>9</b>	PAN of the bidder(in case not an owner)	<copy required>
<b>10</b>	GST Registration No. (in case not an owner)	<copy required>
<b>11</b>	Power of Attorney/authorization for signing the bid documents, if applicable (In case bidder is not owner)	<copy required>
<b>12</b>	Proof of ownership such as Copy of electricity bill, society maintenance bill etc	<copy required>
<b>13</b>	Copy of entire tender document duly signed and	

	stamped on each page as a token of acceptance is to be attached.	
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.....  
Signature of the authorized Signatory of Company  
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id



**ANNEXURE -3**  
**DETAILS OF FLATS/APARTMENTS**

**Proposal no. \_\_\_\_\_**

Sl. No.	Particular	Details
1	Name & address of the society/complex/premises in which residential flats offered	
	Date of issue of completion / date of issue of occupancy certificate by authority. (copy to be enclosed)	
	Source of water supply to the building. Any ongoing water shortage/ cuts etc. (details)	
2	Type of flat (furnished / unfurnished)	
3	No. of 2 BHK flats offered (min. 5 Nos.) Also mention Wing, Flat No.,  Floor No. as applicable	
4	Super built-up area of each flat offered	
5	Carpet Area of each flat offered	
6	Offered car parking slot per flat	
7	Type of car parking (Covered/ open/stilt/jack, etc.)	
8	No. of Rooms and Hall in each flat	
9	No. of toilets (attached and common) in each flat	

10	No. of lifts (Including description of lifts designated for carrying furniture etc)	
11	Distance of the premises/complex by road from Andheri station, Mumbai	
12	Distance of the premises/complex from nearest suburban railway / metro station and name of the station	
13	Distance of the premises/complex from Western Express Highway	
14	Amenities available in the flats:  Air conditioners, sofa set with centre table, dining table with chairs, double bed with mattresses, washing machine & refrigerators, etc. (details with numbers)	
15	Amenities such as Gym, community hall, children park, swimming pool, garden, etc.	
16	Copy of sanctioned plana and Layout	
17	Copy of title investigation and Search Report along with copy of Title Deed documents.	
18	Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority.	
19	Provision for proper arrangement of fire safety (If No Objection Certificate obtained/ Secured from the fire control authorities. If yes, produce proof/ copies of Certificates)	

Place:

Seal & Signature of Bidder

Date:

#### **ANNEXURE-4**

##### **GENERAL CONDITIONS OF LEASE DEED**

- I. The lease agreement shall be in the name of ECGC Limited (the Company). The Company will have the sole right to give the flat to any of its employees and the owner will not have any say in the matter. As per the need in this regard, Company will be free to change the occupant or allot the flat to another employee without the prior permission of owner/society.
- II. The period of the lease shall be five (5) years extendable for further period with mutual consent wherein the lock-in period shall be 36 months.
- III. Notice period for termination of lease shall be three months by either party (Company or owner) after the lock-in period is complete.
- IV. The termination of Lease Deed shall not affect the rights of and or obligations of the Company which arose prior to the termination.
- V. If the said flat at any time during the said term of Lease be damaged, destroyed or rendered uninhabitable by fire, earthquake, cyclone, tempest, flood, violence of any army, mob or other irresistible force or Act of God and be not caused by the acts or neglect or default of the Company then in such case it shall be optional with the Company to determine the Lease or to retain occupation if the Company so desires provided.
- VI. The payment of rent shall be made by Company on a monthly basis i.e. on or before 7 (15<sup>th</sup>) day of the following month. No advance payment of rent to be made. TDS and/or any other applicable taxes, will be deducted from the rent by Company. Therefore, each flat owner must furnish the PAN and GST (if any)

number while entering into the agreement. However, Company reserves the right to make advance monthly payment as per its convenience.

- VII. Rent commencement shall be based on the possession date as mentioned in lease agreement.
- VIII. Society maintenance charges shall be part of rent quoted and shall be paid by the Company directly to the Housing Society/ association etc. The tenant shall pay the electricity charges as per actual consumption based on the meter reading. Property tax and any other such municipal taxes shall be paid by the owner regularly to the authorities concerned.
- IX. The property must be free from any encumbrances, charges, litigation and free from any type of dispute.
- X. Bidder must have cleared all the previous bills (such as electricity etc) before handing over the possession.
- XI. The possession of premises shall be based on possession date mentioned in lease agreement.
- XII. **MANDATORY Furniture & Fittings and other facilities requirements:** The landlord shall furnish the apartment at his/ her cost, prior to possession date mentioned in the lease agreement, as detailed below:
  - a. Tube lights and Fans shall be provided in all rooms/hall
  - b. Curtain rods shall be provided in all rooms/hall
  - c. Grills/Wire Mesh shall be provided in the balconies
  - d. 2 door (minimum) full sized wardrobes with/without mirror shall be provided in each bedroom
  - e. Exhaust fans, Mirrors, Geyser, Rack for toiletries & Towel Rod shall be provided in bathrooms
  - f. Modular Kitchen / utensil stand along with water filter should preferably be provided in Kitchen

- g. Deep cleaning, pest control treatment and a fresh coat of paint shall be provided in the flat. In case the lease is renewed beyond five (5) years, the owner shall get another fresh coat of paint, deep cleaning and pest control treatment.
  - h. Fixed Pigeon Nets shall be provided in windows, wherever necessary.
  - i. Seepage issues/ major electrical/ tiles (maintenance of the flat issues) if any should be taken up by the owner of the flat timely on reporting of the same by the licensee. Noncompliance of the same shall be treated at breach of contract/ agreement. Any ongoing major unresolved issue shall entitle the Company to terminate the lease even during the lock-in period.
- XIII. All payments shall be made at Mumbai and will be in Indian rupees only.
- XIV. The Owner shall indemnify, protect, save and hold ECGC harmless from and against any and all liability, damage, expense and causes of action arising from injury during the term of the lease Agreement to person or property, occasioned by any act or omission of the Owner or his agents, employees, or invitees;
- XV. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and shall be subject to the exclusive jurisdiction of the courts in Mumbai.
- XVI. The owner of the leased flat shall not disclose directly or indirectly any information, materials and of the Company's infrastructure/system/equipment etc. which may come to his/her possession or knowledge during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The owner of the leased flat shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The owner of the leased flat shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Company. The owner of the leased flat shall indemnify the Company for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the owner

of the leased flat and the Company shall be entitled to claim damages and pursue legal remedies.

- XVII. The owner of the leased flat shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The obligations of the owner of the leased flat with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
- XVIII. The owners (of the leased flat/s) shall comply to the above General Conditions of the Contract.

**Place:**

**Seal & Signature of Bidder**

**Date:**

**PART-II: PRICE BID**

**Commercial Offer for taking residential apartments/flats on Lease basis in  
Mumbai**

**ANNEXURE-5**

**Quotation**

**PROPOSAL NO.\_\_\_\_**

Name of the Bidder

Address

(Amt. in Rs. lacs)

<b>Proposal Sr. No.</b>	<b>Name and Address of the Residential Premises / Complex/ Society</b>	<b>No of flats offered</b>	<b>Monthly rent per flat</b>	<b>Rent Deposit per flat</b>
1				
2				
3				
4				
5				



			Total	
			CGST (@___%)	
			SGST (@___%)	
			<b>Grand Total</b>	

I hereby agree that I have read all the terms & conditions of the offer and the same are acceptable to me.

**Place:**

**Seal & Signature of Bidder**

**Date:**

**Annexure – 6**

**Bank Details**

<b>Sr No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of the Bank	
<b>2</b>	Address of the Bank	
<b>3</b>	Bank Branch IFSC Code	
<b>4</b>	Bank Account Number	
<b>5</b>	Type of Account	

.....

Signature of the Bidder

Name :

Contact No (Mobile):

Email Id:

**Annexure 7:**  
**Queries Format**

<b>Sr No</b>	<b>Bidder Name</b>	<b>Page No(tender Ref)</b>	<b>Clause (tender Ref)</b>	<b>Description in the tender (tender Ref)</b>	<b>Query</b>
<b>1</b>					
<b>2</b>					

Note: The queries may be communicated only through the e-mail id provided, [administration@ecgc.in](mailto:administration@ecgc.in). Responses of queries will be uploaded on ECGC website or emailed to concerned bidder. No queries will be accepted on telephone or through any means other than e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.

----- End of Document -----