

**Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited**  
**Augusta Point, DLF Golf Course Road, Sector 53 Gurgaon 122002 (Haryana)**  
**Tel: - 0124-4535500**

**NOTICE INVITING BIDS/OFFERS FOR OUTRIGHT PURCHASE OF OFFICE PREMISES AT GURGAON (HARYANA).**

Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. (the “**Company**”) intends to purchase office premises (60,000 – 80,000 sq. ft built up area along with entire land/ proportionate undivided share of land, as the case maybe, at Gurgaon) (“**Premises**”). The premises shall be ready for occupation or shall be completed and made ready for occupation within 8 (Eight) months hereof. The Company’s requirements are specified in the bid document. Prospective Bidders may collect the bid document **free of cost** from the office of the Company at the above address during normal working hours or alternately download the document from our website [www.canarahsbclife.com](http://www.canarahsbclife.com) and [www.caharahsbclife.abcprocure.com](http://www.caharahsbclife.abcprocure.com).

The completed bid documents shall be submitted, along with EMD of ₹ One lakh to the **Vice President - Administration & Facilities** at the above address latest by **03.00 p.m.** on 15 April 2011.

A pre-bid meeting to clarify any issues will be held at the above address on **24 March 2011** between **1200 and 1400 hrs.** For further details and information, please visit the Company’s website [www.canarahsbclife.com](http://www.canarahsbclife.com).

**Amendments / Clarifications:** At any time before submission of the bids, the company may at its discretion amend / provide clarifications on the tender including extension of the deadline for submission of bids. Any such amendments/ clarifications will be notified on the website of the company and will be binding on all the bidders."

**Offers from the brokers / intermediaries will not be entertained.** The Company reserves the right to reject any or all the bids without assigning any reason whatsoever. Canvassing in any form will disqualify the bidder.

*(Signed)*

For & on behalf of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

**TENDERS FOR OUTRIGHT PURCHASE OF OFFICE PREMISES AT  
GURGAON**

**Instructions to Bidders**

1. These instructions shall form part of the bid to be submitted by the bidder to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. hereinafter termed as “**Company**”. The tender is under "Two Bid" concept. **The 1st bid is "Technical Bid" which shall be submitted in a separate envelope and 2nd Bid is "Price Bid", which shall be submitted separately as detailed elsewhere in this document.** The details forming part of the Technical Bid and the Price Bid are as indicated below:

**A. Technical Bid:**

Notice Inviting bids,

Instructions to Bidders,

Tender offer,

General Terms and Conditions,

Schedule A: Company's Requirements

Schedule B: Information about the Bidder

Schedule C: Technical Details & Specifications.

Schedule D: Documents to be enclosed with the Bid.

Schedule E: Other documents/details, if any, enclosed with Bid (to be listed out by the Bidder).

DD of ₹ 1 Lakh as Earnest Money Deposit

**B. Price Bid.**

Schedule F: Price Bid.

**Note:** - This bid document is not transferable. This bid document is the property of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. It cannot be reproduced in any form or for any purpose other than what it is intended for.

2. **Bidder's eligibility:** The Bidders shall satisfy the following minimum eligibility criteria before their bids can be considered. Documentary evidence in support of the eligibility criteria shall be furnished with the Technical Bids.
  - 2.1. The bidders shall be a developer developing a commercial complex with due authority to construct and sell or a person/ firm having clear marketable title to transfer or sell a property as described elsewhere in this tender document. The bidders shall be a single entity or a group of entities (“**Consortium**”).

- 2.2. The bidder can be an individual resident in India or the bidder can be a company incorporated and registered in India under the Companies Act, 1956 or a Consortium each of which shall be individuals resident in India or incorporated in India or a partnership firm registered in India.
- 2.3. The bidder will have to be a regular Income Tax assessee and produce necessary documents in support of having filed Tax returns for the past three consecutive years. In case of a consortium, IT returns as above for each member of the consortium shall be provided
- 2.4. In case the bidder is a developer or a person constructing a commercial complex/ building they will be required to have an experience of having completed commercial projects of similar or larger size and specification as mentioned in Schedule A in the last 5 years.
3. **Submission of Bids:** The completed **Technical Bid** along with all the documents, shall be sealed in **an envelope** (1st envelope) **super scribed "Technical Bid - Offer for sale of Office Premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., Gurgaon"**. In this envelope all details and documents except Schedule F: Price Bid shall be furnished. The **Schedule F: Price Bid** shall be placed separately in a second envelope, sealed and super scribed **"Price-Bid - for sale of Office Premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., Gurgaon"**. **In this envelope only the Price Bid shall be submitted.** The first and second envelopes shall be placed in a 3rd larger envelope duly sealed and **super scribed "Offer for sale of Office Premises at Gurgaon to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd."** The name of the bidder should be mentioned at the bottom left hand corner of all envelopes. The third envelope shall be addressed and delivered to the Vice President, Administration & Facilities, Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., 2<sup>nd</sup> Floor, Augusta Point, DLF Golf Course Road, Gurgaon – 122002 (Haryana) so as to reach him latest by **03.00 p.m. on 15 April 2011**. Late bids will not be entertained.
4. **Opening of bids:** The technical bids will be opened on the same day at **03.30 p.m.** at the above office in the presence of the bidders. The date and time of opening of the price bids will be intimated separately to the shortlisted bidders.
5. All items in the bid document must be duly filled in and no column should be left blank. Nil or Not applicable should be written where there is nothing to submit. The authorized signatory of bidder should sign all the pages of the bid documents and additional documents, if any, enclosed.
6. In case the space in the bid document is found insufficient, the bidder may use separate sheets to provide full information. If the bidder wishes to do so, he may enclose additional documents such as drawings, CDs, pamphlets, testimonials, certificates etc about himself and/or the premises offered. He may also give details of additional amenities, services, equipments, fittings and fixtures offered in the premises, not already included in Schedules B and C. All such documents shall be properly listed in Schedule E and enclosed with the Technical Bid.
7. The bidder should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in these tender documents. If the bidder has any observations, the

same may be indicated in his forwarding letter along with the tender. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If bidder makes any correction in its own entries the same shall be initialed and stamped by him..

8. **Earnest Money:** Each bid must be accompanied with an Earnest Money of ₹ 1.00 Lakh (Rupees One Lakh only) in the form of a Demand Draft in Favour of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. payable at Gurgaon. A Bidder who proposes to offer more than one property shall submit an EMD of ₹ 1.00 Lakh (Rupees One Lakh only) with each proposal individually. Bids without the Earnest Money shall not be accepted. The Earnest Money shall be refunded without interest as stated in the General Terms and Conditions. If the bidder withdraws or modifies his offer unilaterally during the validity period of the bid, or violates any of the terms and conditions of this Bid document, or fails to comply with any instructions issued in accordance with the provisions of this document or fails to furnish the Performance Guarantee, the Earnest Money shall be forfeited
9. **Validity of offers:** The offer should remain valid for acceptance for a period of 120 days from the last date of submission of bids. During the validity period of the offer the bidder shall not withdraw or unilaterally modify the offer in any way. If he does so, the Earnest Money is liable to be forfeited.
10. Property offered should satisfy the Company's requirements specified in Schedule A: "Company's requirements".
11. Properties which will be ready for taking possession within the bid validity period will be preferred. Properties, which will be ready for possession within the 8 months from the date of the execution of conveyance deed/ agreement to sell, may also be considered / categorized separately.
12. Other things being equal, the Company would prefer to purchase the office premises in a stand-alone, independent building exclusively with appurtenant land.
13. Offers of extended constructions over the existing buildings with external columns will not be considered.
14. The particulars of amenities provided / proposed to be provided inside the property, building, complex should be furnished in the Technical Bid.
15. **Payment terms:** The payment terms are mentioned in the General Terms and Conditions. Payment will be made through Account Payee DD only shall be made in Indian Rupees (₹). No payment will be made in any foreign currency and no foreign exchange will be made available by the Company.
16. Payment will be based on the **Built-up area as jointly measured, based on the definition provided elsewhere in this document.** The rate should be quoted accordingly. Please see General Conditions for details of Built-up area.
17. The Technical Bids will be opened on date as specified in the Notice inviting bids in the presence of the bidders/authorized representatives. All the bidders are advised in their own interest to be present on the date at the specified time.
18. Complete particulars of Building floor/wing-wise should be furnished in the Technical Bid along with the details of measurements as per Schedule C.

19. The property offered should have clear and marketable title. Adequate documentary evidence to this effect should be furnished along with the Technical Bid. All the legal documents required by the Company for verification of the title clearance of the property must be submitted. The title certificate issued by Company's solicitor / Advocate only shall be considered. If required, original documents may have to be produced for verification.
20. The property offered should preferably be non-encumbered. In case it is encumbered, details of such encumbrance shall be furnished by the bidder. The bidders shall be obliged to address/ clear all such encumbrances to the entire satisfaction of the Company.
21. While furnishing the information in Technical Bid, full details of the items/ materials/equipments/ fittings etc used/to be used including the brand name, size quantity, quality etc. should be furnished for each and every item in the respective columns. These particulars are subject to verification.
22. Copies of plans, duly approved by municipal authorities/competent authority, should be submitted along with the Technical Bid.
23. Particulars of transferable development rights (TDR) used, if any, and the eligible floor space index (FSI) and FSI used etc. are to be furnished in the respective column along with the requisite certificates issued by the competent authorities.
24. The bidders at their own cost shall obtain Income Tax and other statutory clearances and clearances from Local Bodies as and when required.
25. All proposals and other documents submitted shall become the property of Company. Information relating to the examination, clarification, evaluation and comparison of proposals shall not be disclosed to the bidders.
26. Bidders are eligible to submit their offer for different projects. However, for each such offer, separate bids shall be submitted and each such offer shall be independently evaluated.
27. The bidder shall disclose at the technical bid stage itself the names of any close relatives working with the Company.
28. Brokers, agents and intermediaries are not allowed to bid. No brokerage shall be paid by the Company in any form, at any stage, in cash or otherwise.
29. The cost of the preparation of bid and related expenses shall be borne solely by the bidders themselves. The Company shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
30. **Pre-bid meeting:** A pre-bid meeting to give any clarifications will be held at the Company's office on the date indicated in the Tender Notice at **1200 hrs**. Bidders are welcome to attend the meeting and ask their questions in an open forum at the appointed time and venue. All queries and their answers will be put on the Company's website and will be part of this bid document.
31. Bids that are incomplete in any respect or / and are not consistent with the requirements as specified and not in accordance with any of these instructions may be considered non-responsive and are liable for rejection, at the sole discretion of the Company.

32. The Company reserves the right to withdraw and annul this bidding process or, to accept or reject any or all the bids, without assigning any reasons whatsoever and no bidder shall have the authority to question such action.
33. Canvassing in any form will be considered as violation and the bid will be disqualified.
34. All communication and information should be provided in writing and in English language only.

Issued by Authorised representative of  
the Company.

**Signature of the Bidder**

## T E N D E R - O F F E R

We have read, examined and understood the Notice Inviting Bids, Instructions to bidders, General Terms and Conditions, and all other documents in the bid document for sale of office premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

We hereby submit our offer in the prescribed form including all schedules in accordance in all respects with the bid document.

We agree to keep the bid open for 120 days from the last date for submission of Bids and not to make any modifications in its terms and conditions during this period. We enclose an Earnest Money Deposit of ₹ 1.00 Lakh through a Demand Draft drawn in favour of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. payable at Gurgaon. We also agree to the terms of the Earnest Money as written elsewhere in the document.

If our bid is accepted, we undertake to furnish the Performance Guarantee in the form of a Bank Guarantee as stipulated in the General Conditions.

In the event of our withdrawing or modifying the offer or failure to furnish such other documents/clarifications/information as may be called for by the Company during its validity period or in the event of our failure to furnish the Performance Guarantee or sign the agreement to sell for office premises under construction or the conveyance deed for fully completed office premises, within the period specified by the Company or our failure to comply with any of the instructions contained in the bid document, we agree that the Company shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

We hereby declare that we treat the bid documents as confidential and shall not communicate information derived there from to any persons other than a person to whom we are specifically authorized by the Company to communicate the same or shall not use the information in any manner prejudicial to the interests of the Company.

We fully understand and agree that you are not bound to accept our or any bid and that you are free to cancel the bid process without assigning any reason whatsoever.

Shri. \_\_\_\_\_, our authorized representative, is the person authorized to negotiate commercial, technical terms & conditions & sign on behalf of the firm/ company any documents, agreement, bills & issue receipts. Authority letter in his favour is attached.

We agree that until a formal agreement on stamp paper is prepared and signed, this bid with your written acceptance thereof shall constitute a binding contract between us.

Dated the: .....

Signature of Bidder :

Name & address :

Including Pin Code and  
Telephone No

Signature, name and address of Witness (1)

Witness (2)

**A C C E P T A N C E**

The above bid (as modified as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. for a sum of ₹.\_\_\_\_\_

(Rupees\_\_\_\_\_only]

The letters referred to below shall also form part of this contract agreement:

a)

b)

c)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

For & on behalf of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd.

Signature : \_\_\_\_\_

Designation: \_\_\_\_\_

## GENERAL TERMS & CONDITIONS

1. **Interpretation:** In construing these conditions, the specifications, the schedules, price bid, technical bid, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:
  - 1.1. Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. or The Company:  
The term shall denote Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. with its Corporate Office at 2<sup>nd</sup> Floor, Augusta Point, DLF Golf Course Road, Sector 53, Gurgaon 122002 and any of its employees/ representatives authorized on its behalf.
  - 1.2. Bidder: The term shall mean any person or validly constituted legal entity which meets the qualification criteria prescribed in the bid document and has willfully submitted this bid document with the intent to sell the Office Premises and the proportionate share in the land in which it stands on to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., subject to the terms and conditions prescribed in the bid document, and shall include their heirs, legal representatives, permitted assigns, authorized representatives and successors in interest.
  - 1.3. Contract Value: This term shall mean the total cost of the Premises as indicated in the acceptance letter.
  - 1.4. Office Premises or Premises: The term shall mean the building or part of the building that is proposed to be conveyed by the Bidder to the Company for the setting up of an office and shall include the land, the parking area, the services, amenities and facilities including the plant and machinery.
  - 1.5. “Price Bid” shall mean the price bid submitted by the bidder with the quoted rates of the bidder.
  - 1.6. Specifications: This term shall mean the technical specifications attached to the bid documents, and/or submitted by the bidder with his bid and/or subsequently offered and accepted by the Company for the Work.

- 1.7. **Work:** The term shall mean the work covered by this contract i.e. sale of an Office Premises, completed in all respects as detailed in the bid document including all connected works, transferring the title, registration of the Title Deed all complete necessary to complete the contract in all respects.
2. **Submission of bid and Bid validity:** The bid shall be submitted in the manner specified in the Instructions to Bidders. The Bidders must note that the bid shall remain open for consideration for the period mentioned elsewhere in the bid document.
3. **Scope:** This bid is for outright sale and handing over vacant possession of the Office Premises fully completed and fit for occupation as per the applicable laws, as offered by the Bidder and accepted by the Company, with all services and amenities and land including getting all sanctions and approvals from appropriate authorities and local bodies and including registration of documents and transferring the title with Completion/Occupancy Certificate from the local statutory authorities, and shall additionally include planning designing, construction in case of bid in respect of a building which is under construction. No third party interests / rights shall be created in the Office Premises, after the date of submission of the bid documents during the validity period of the Bid.
4. **Conveyance Deed/Sale Agreement:** In the case of Premises ready for occupation, the successful bidder whose offer is accepted shall execute and register the Conveyance Deed simultaneously with the handing over of possession of the Office Premises complete in all respects within the time frame informed by the Company. In the case of Premises where the construction is still incomplete, the bidder shall sign and register a Sale Agreement with the Company within 2 weeks of communication of acceptance of the bid by the Company. The format of the Conveyance Deed and the Sale Agreement shall be as specified by the Company. The bidder shall take entire responsibility and make necessary arrangements for registration of the Conveyance Deed with the concerned Registrar's office till its logical conclusion. **The Company shall restrict itself to meeting payments towards stamps and registration costs related thereto. The Company and the Bidders shall be responsible to bear their own legal costs to their respective advocates/ legal counsels.** All other incidental expenses, if any shall be borne by the bidder.

5. **Permits & Licenses:** All sanctions, permits, licenses, clearances, no objection certificates, consents, approvals, authorizations etc required for the procurement of all raw materials, machinery etc and employment of labour required for completing the Work shall be arranged by the Bidder himself at his own costs and efforts.
6. **Taxes, Cess, Duties, Registration, Contributions, Stamp duty charges:** The quoted rate as stated in the bid document by the Bidder, must include all duties, statutory contributions/payments, royalties, cess, service tax, sales tax, VAT or any other taxes or local charges if applicable but excluding registration and stamp duty charges. The Bidder shall agree and undertake to pay all taxes, cess and other public charges payable to statutory and other bodies pertaining to the property and/or construction of the same including all statutory contributions and dues payable in respect of personnel employed for construction or supervision of the same up to the date of handing over possession of the Office Premises to the Company. The Bidder agrees to indemnify the Company against any liabilities that may be imposed on the Company due to the non-compliance by the Bidder. The Bidder shall not be entitled for any payments, other than as stated in the Price Bid and accepted by the Company, due to enhancement of existing, or imposition of fresh levy of, taxes, duties, levies etc. or increase in the price of any raw-materials or wages or for any other reason whatsoever.
7. **Escalation:** The rate quoted shall be firm throughout the tenure of the contract and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, VAT, service tax etc.
8. **Government & Local Rules:** The Bidder shall conform to the provisions of all Central, State and Local laws, statutes, bye-laws, rules and regulations relating to the Work. The cost, if any, shall be deemed to have been included in the quoted rates, taking into account all liabilities for licenses, fees etc. that are payable in this regard and the Bidder shall indemnify and keep Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. indemnified at all times against any such liabilities and shall solely be responsible for all actions arising from such claims or liabilities.
9. **Modifications to Plans:** In the event where the Office Premises is under construction, the Company shall have a right to request for modifications in the plans, drawings,

specifications, facilities and/or amenities, subject to the modifications being permissible under the Local bye-laws, rules and regulations. If any such modifications are required to be carried out, and if the same are structurally and otherwise feasible, the bidder shall arrange to carry out the same, to the satisfaction of the Company. The additional cost and time, if any involved in such modifications shall be mutually agreed upon, in writing, by the Company and the Bidder before taking up such modifications.

10. **Earnest Money**: The Bidder will have to deposit earnest money to the extent and in the form detailed in the Notice Inviting Tender and Instructions to the Bidder. The earnest money will not bear any interest. In case of unsuccessful bidder the earnest money will be refunded within 7 (seven) days after the decision to award the Work is taken or after expiry of the validity period of the offer, whichever is earlier. If the bidder is a Consortium, it shall be required to indicate / mandate the name of the member in whose favour the refund of earnest money is required to be issued in the event such Consortium is unsuccessful in getting the bid. The mandate once given cannot be altered at a later stage. In the case of the successful Bidder to whom the contract is awarded, the earnest money will be returned on furnishing the Performance Guarantee. The Earnest Money is liable to be forfeited in the circumstances indicated in the Instructions to Bidders.
11. **Notice inviting objections**: The Company may issue public notice in the leading news papers inviting claims/objections from the public, if any, before entering into the conveyance deed / agreement to sell for the offered property. The Bidder shall not have any objection for this. The Bidder shall further co-operate and assist the Company in the resolution of any claims that may be received, in response to the public notice issued by the Company.
12. **Inspection of the Office Premises**: The short listed properties may be inspected by Company officials/empanelled valuers, architect, structural consultants or any other agency appointed by the company for assessing the valuation and to verify the quality of construction, materials used, etc. The Bidder undertakes to cooperate and make necessary arrangements and provide the requisite information/ documents/ details to the inspecting officials/ Company's approved valuers/ consultants.

**13. Performance Guarantee:** Within 14 days of the date of issue of the letter of acceptance by the Company or before final payment is made whichever is earlier, the successful Bidder shall furnish an irrevocable bank guarantee in the name of Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, in the format attached, from a scheduled commercial bank in India (other than Canara Bank, HSBC and Oriental Bank of Commerce), as Performance Guarantee, for an amount equal to 3% (three percent) of the contract value. No payment under the contract shall be made to the Bidder before the receipt of the performance guarantee.

The Performance Guarantee shall be encashed and forfeited if the Bidder fails to execute the Conveyance Deed/ Sale Agreement as the case may be and hand over vacant possession of the Office Premises in favour of the Company within the stipulated time schedule and/or if the Bidder breaches any of the terms and conditions of this Bid.

Performance guarantee shall be released by the Company to the Bidder after satisfactory completion of the defects liability period i.e. 12 months from the date of handing over of the possession of the Building to the Company, subject to provisions of Clause 16. No interest shall payable by the Company on the amount of the performance guarantee.

**14. Payment Terms:** Unless otherwise specified in the Sale Agreement to be executed in case of under- construction building, the Company shall not make any advance payment towards consideration to be paid to the Bidder for the Works and the entire payment towards the purchase of the Office Premises will be made only at the time of registration of the Conveyance Deed and handing over vacant possession of the Office Premises. .All payments will be made by crossed DD/ local cheque/ Electronic Transfer only in Indian Rupees.

The payment will be based on the **Built-up area** transferred to the Company. No separate payment will be made for the items/areas/services for which separate rates are not quoted in the Price Bid. The cost of such items/ areas/services, which are not separately indicated in the Price Bid, is deemed to be included in the rates quoted in the price bid. The rates should be quoted accordingly.

**15. Built-up area:** Only the built up area of the premises conveyed exclusively to the Company will be measured for payment purposes. The built up area at each floor level shall be measured, correct to ½ inch or 1 cm, in the presence of the Company's and Bidder's

authorized representatives for finalizing the exact Built-up area. The measurements shall be taken from the outside face of the exterior wall to the outside face of the opposite wall, excluding thickness of finishing items like plastering, stone veneering, glass/ACP cladding etc. Internal vertical shafts/ducts for service cables, pipes, ducts etc shall be included in the built up area but other shafts/cut-outs/wells etc will be excluded. Balconies and projections of height not less than the adjoining space and covered with roof shall be included. The area of the open balcony and open terraces shall not be considered. Towers, turrets, domes projecting above roof level etc, created purely for architectural effects without any useable area below shall not be included. Area of overhead and underground tanks also shall not be measured separately. Area occupied by common services such as generator rooms, sub-stations, plant rooms, pump rooms etc and area of entrance hall, foyer, passages, staircases, lifts, service shafts etc which is shared by others and not exclusively for the use of the Company shall also not be measured separately. Parking area in basement or stilt floors will be considered separately.

16. **Defect Liability Period:** The Works covered by this contract shall have a defect liability period of 12 months from the date of taking over possession by the Company for any construction and/or installation defects and deficiencies. If any defect or deficiency of whatever nature is noticed during this period, the same shall forthwith be removed by the Bidder to the satisfaction of the Company, at the Bidder's own cost and within a reasonable time of his being informed, failing which the Company shall remove such defects and deficiencies and recover the expenses incurred in this connection from any amount due to the Bidder under this contract or under any other contract failing which the amount shall be recovered by encashing the Performance Guarantee.
17. **Warranties:** All warranties/guarantees given by the original equipment manufacturers/suppliers for the various plants/equipments/ machineries/fittings and fixtures provided by the Bidder in the Office Premises, shall be assigned by the Bidder in favour of the Company or the warranties may be taken by the Bidder directly in the name of the Company. The Bidder undertakes that the warranties given by the original equipment manufacturer shall commence from the date of delivery of the possession of the Office Premises to the Company.

18. **Time for completion and handing over:** Time is the essence of this contract. The time stipulated while accepting the bid or in the Sale Agreement for handing over complete vacant possession of the premises in all respects including the various services shall be followed strictly.
19. **Liquidated Damages:** If the Bidder fails to complete in all respects the Office Premises including various services, including obtaining the Completion/Occupancy Certificate, to the satisfaction of Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. and hand over vacant possession within the time stipulated while accepting the bid or stipulated in the Sale Agreement, without prejudice to any other right or remedy available to the Company, the Bidder shall be bound to pay to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., as agreed liquidated damages, a sum calculated at the rate of 0.25% of the contract value for every week of delay,. Such compensation shall be recovered from the Performance Guarantee of the Bidder or from future payments to be made to the Bidder or from any other source or by any other means.
20. **Bidder to Provide for Everything Necessary:** The Bidder shall provide a complete set of drawings and specifications according to which the work has been carried out. The bidder undertakes to provide everything necessary for the proper execution of the Work according to the intent and meaning of the drawings, schedule of quantities and Specifications taken together.
21. **Quality Assurance:** The Bidder/builder shall have a Quality Assurance Policy and an independent, competent and qualified third party agency to ensure compliance of the QA Policy. The reports of this agency shall be made available to the Company, if required, at the bidder's cost. Further, the company reserves its right to engage at its cost a separate agency to proof-check the design calculations and check the quality of materials and workmanship and for this purpose the bidder shall cooperate and give all necessary documents, design calculations, drawings and samples if required without any extra cost.

Should there be any deviation to the finalized specifications of Quality of Works the Company reserves the right to seek for redoing the work at the bidders cost or at its own discretion accept the works with deviations/ modifications based on satisfactory explanations for such deviations subject to appropriate downward cost adjustments. However, in the event

of the bidder undertaking any deviations in order to improve the safety of the building fulfilling statutory requirements or any reason whatsoever leading to enhancement to the cost of construction/ works, the Company is not bound to accept and shall be governed by the Para 9 above.

The Work shall be executed in the best and most workmanlike manner with materials of the best and approved quality with particulars contained in and implied by the Specifications. Where additional work or any modifications as provided for in Clause 9 above is required to be carried out, the such additional works and/or modifications shall be carried out according to the drawings, specifications and instructions issued by the Company

22. **Access & Inspection:** Any authorized representative of the Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. Company shall at all reasonable times have free access to the site of the Office Premises and the Bidder shall give every facility to the Company and/or its authorized representatives for inspection, examination and testing of the quality of materials and workmanship and the make, capacity, particulars and performance of the machines and equipments, if so desired by the Company. The inspections shall be liable to be carried out by any representative (internal or external)/ agency appointed by the company for quality assurance during the course of construction or even after construction during the defect liability period. The Bidder shall also be agreeable to an inspection to be carried out by any govt. / statutory body or agency under which the Company operates.
23. **Legal Opinion:** The Company reserves its right to obtain legal opinion from its advocates and external consultants to ensure that the Office Premises proposed to be purchased is *inter alia* free from all encumbrances, is free hold property, necessary permission and clearances are obtained, the Bidder has clear and marketable title to the Office Premises etc. The Bidder shall furnish at his cost all necessary information and details including copies of relevant documents for this purpose.
24. **Maintenance:** The bidder shall quote his rates for comprehensive maintenance involving all services (civil, mechanical, electrical, HVAC, fire-fighting, communications, security, landscaping and horticulture etc) for a period of one year from the date of handing over possession. The maintenance rate shall not include charges payable for electricity and water consumed which shall be paid by the company directly. All other expenses are deemed to be

included in the quoted rate. However, entrusting the maintenance work to the bidder is at the discretion of the Company.

**25. Settlement of Disputes and Arbitration:**

25.1. Any dispute, controversy or claim arising out of or relating to or in connection with this contract including a dispute as to the validity and/or existence of the contract or the arbitration agreement, or any breach or alleged breach thereof, shall be settled exclusively by arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time, by an Arbitral Tribunal appointed as stipulated below:

25.2. The Arbitral Tribunal shall consist of 3 (three) arbitrators who shall all be Fellows of either the Institution of Engineers (India) or the Indian Institute of Architects. The party which raises the claim or dispute shall nominate its arbitrator within 15 days of rejection of the claim or dispute by the other party. Within 15 days of the nomination of the first arbitrator, the other party shall nominate its arbitrator. The two arbitrators nominated by each party shall jointly select a Presiding Arbitrator within 30 days of the nomination of the second arbitrator failing which the two arbitrators shall approach the Indian Council of Arbitration for appointing a Presiding Arbitrator.

25.3. The venue of the arbitration shall be at Gurgaon. The language to be used in the arbitration shall be English. The arbitration award shall be final and binding on the parties.

25.4. Subject to the aforesaid, the courts at Haryana shall have exclusive jurisdiction in respect of all matters arising in connection with the arbitration and both parties submit to the exclusive jurisdiction of the said courts.

**ANNEXURE-I**  
**BANK GUARANTEE FORMAT**

Whereas \_\_\_\_\_ (Name and address of the bidder) (hereinafter called "**Bidder**") has submitted its bid dated \_\_\_\_\_ (Date) for sale of Office Premises to Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd., Gurgaon hereinafter called the "**Beneficiary**".

And whereas it has been stipulated in the said bid that the bidder shall furnish to the Beneficiary a Bank Guarantee from a Scheduled Bank for the sum specified therein as security for compliance of the Bidder's obligations as stipulated in the bid documents

Know all men by these presents that we, \_\_\_\_\_ (Name of the issuing Bank) formed under the [●] Act having its registered office at \_\_\_\_\_ amongst others a branch at \_\_\_\_\_ (hereinafter called the "**Bank**" in this guarantee) are bound unto the Beneficiary for a maximum sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in aggregate (hereinafter called "**Guaranteed Sum**") for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

The conditions of this obligation are:

1. If the Bidder having been notified of the acceptance of his bid by the Beneficiary during the period of bid validity fails or refuses to execute the Conveyance Deed, or sign and register the Sale Agreement as the case may be.
2. If the Bidder fails to perform the Work according to the agreed Specification, time schedule, in accordance with general terms and conditions or the Sale Agreement.
3. If the Bidder commits breach any of the terms and conditions of the Bid Documents and/or the Sale Agreement.
4. If the Bidder, having been informed in writing of any defect or deficiency of whatever nature in the Premises, fails to remove/ rectify them to the satisfaction of the Beneficiary within a reasonable time.

We, the Bank, undertake to pay to the Beneficiary an amount upto the Guaranteed Sum, upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or the above mentioned conditions, specifying the occurred condition or conditions.

Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs.....(Rupees \_\_\_\_\_ only) and will

remain in force upto \_\_\_\_\_ and any demand in respect thereof must reach the Bank not later than the date of expiry of this guarantee i.e., on or before \_\_\_\_\_ failing which all the rights of the Beneficiary under the guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

Dated \_\_\_ day of \_\_\_\_\_ 201 .

AUTHORISED SIGNATURE OF THE ISSUING BANK

Seal of the Bank

Signature, Name and address of the Witness

To :

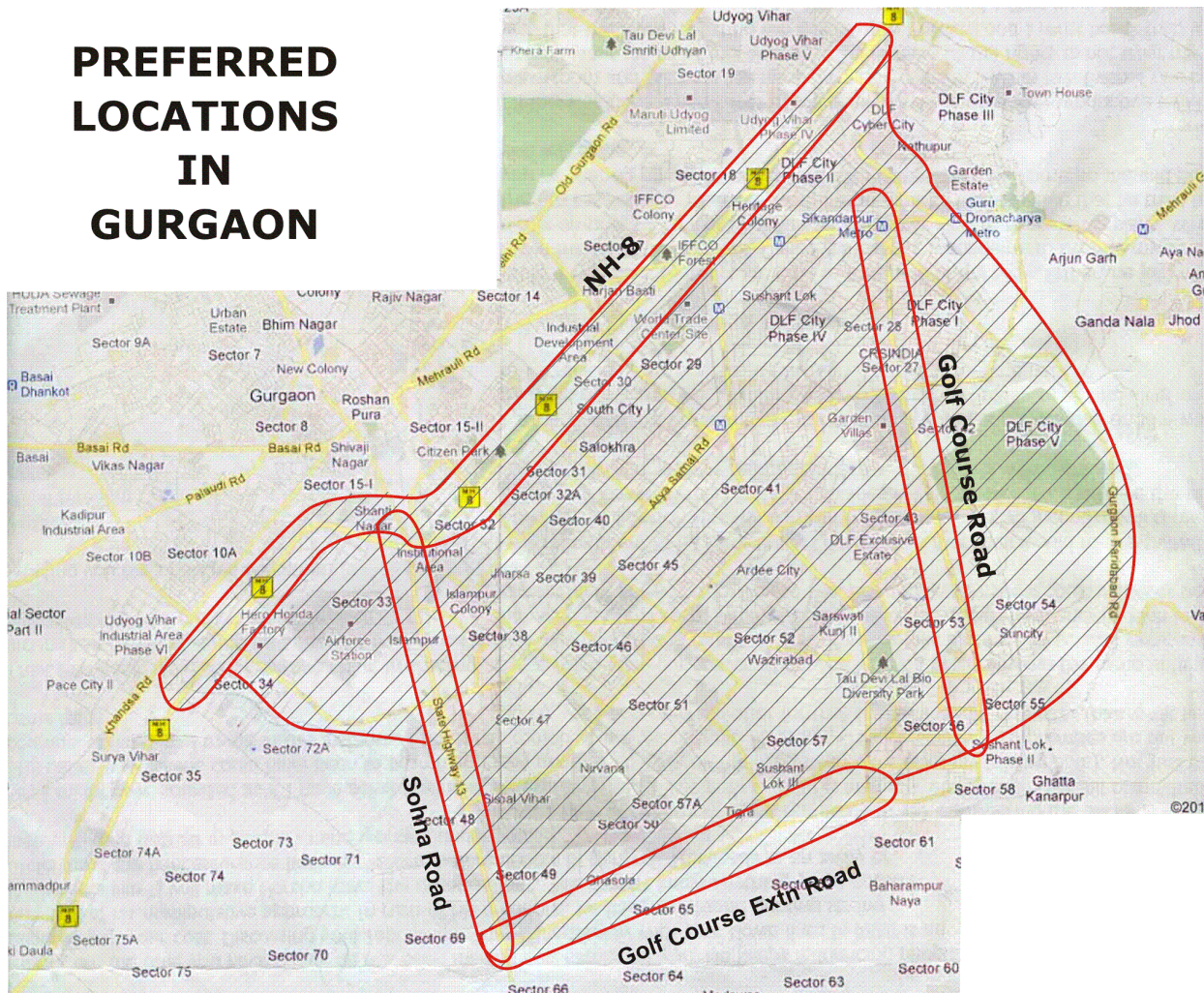
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE 'A' - COMPANY'S REQUIREMENTS**

**COMMON FOR BOTH CATEGORIES i.e. OFFICE BUILDING READY FOR OCCUPATION AND OFFICE BUILDING UNDER CONSTRUCTION.**

S No	Items	Details
1	Building type	Building suitable for 100% Commercial use
2	Built-up Area	60,000 to 80,000 sq.ft. Fully air-conditioned building with 100% power back will be preferred.
3	Number of Floors	Required area distributed on max 4 contiguous floors, lesser no of floors will be preferred.
4e	Location	Golf Course Road, Sohna Road, Golf Course Extension Road, NH 8 and the area in between these locations. Pl refer to the map below.

**PREFERRED LOCATIONS IN GURGAON**



Actual payment will be based on the built-up area. Please refer to the General conditions for the payment terms and definition of built-up area.

**The Office Premises / block/ wing/ complex should have the following facilities.**

- Fire alarm system (digital type) and fire fighting arrangements like fire jockey pumps, hydrant pumps, exclusive fire hydrant generator system, fire sump tank & overhead tanks, wet riser system, hose and such other infrastructure which are mandatory as per the statutory authorities /fire safety norms of National building code and state building bye laws.
- Sufficient raw power from the state electricity board/ department with 100% Power back-up for the entire facility and adequate redundancy.
- Intercom (EPABX) facility with phone units in the premises connected to a central security room with adequate manned & electronic security.
- Water supply with municipal water connection and bore well supported with adequate capacity pumps connected with sufficient storage of water overhead water tank
- The water overhead storage has to be connected with fire overhead in such a way that the fire tank overflow gets into the day tank
- Proper sewage disposal system. Wherever Municipal sewage connection is not available, in such cases there shall be a sewage treatment plant with proper disposal mechanism & infrastructure. (the STP plant planning increase the building grade, it is not the alternate of not having the connection, any plot not having the municipal connection may not come under the authorized area.)
- Proper rain water harvesting system as per Corporation / Municipal authorities stipulations / guidelines.
- The internal accommodation shall be planned, designed as per the standard industry norms adhering to relevant IS codes. The minimum clear height of any floor (clear height from finished floor level to the bottom beam of floor slab i.e bottom of beam of ceiling ) shall be 4 meters
- The premises/ building shall have good landscaping/garden area with natural air and ventilation, good ambience with common amenities.
- The glass façade should be double skin (reflected glass)
- The sufficient shafts for services should be available
- The building should satisfy earthquake resistant design requirements of seismic zone IV as per relevant Indian Standards.
- The live load bearing capacity of slab should be 450-500kg/sq.mt.

#### **Location Criteria -**

The following locations within Gurgaon in the following order of preference: -

- i) Preferably on main roads with easy approach and in close proximity to developing/ developed commercial areas like: -

- a. Gurgaon Sohna Road
  - b. Golf Course Road
  - c. Golf Course Extn Road
  - d. Plots facing NH 8
  - e. The area in between above
- ii) Locality should not be prone to flooding, noise/air pollution, industrial nuisance, unauthorized hutments, encroachments, slums.

**CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE CO. LTD.,  
FACILITIES & ADMINISTRATION DEPARTMENT, GURGAON****SCHEDULE 'B' - GENERAL INFORMATION ABOUT BIDDER**

1. Name:
2. Address :
3. Phone No., FAX No. & E-mail address:
4. Name and phone numbers of the contact person:
5. Constitution of bidder / firm: (Whether Proprietary / Partnership /Pvt. Ltd, / Public Ltd. / PSU etc.):
6. The details of the Group/Sister Concerns :
7. Whether the builder has sold any similar property to any Government / Semi-Government Institutions / Financial Institutions etc.? If so names and addresses of such clients and total cost of such sales to each client to be given.
8. No. of years in the construction line:
9. Last 3 years' turnover (year-wise):
10. Do you satisfy the eligibility criteria (see para 2 of Instructions to Bidders)? If so, enclose documents to establish.
11. Details (date of commencement, completion, cost, name of client, nature of work etc) of last 5 projects completed:
12. Please also see items 29 to 36 of Schedule D.

**SCHEDULE 'C' - TECHNICAL DETAILS AND SPECIFICATIONS****1. Locality/area** where offered:

- 1.1. Type of locality: Commercial /Shopping Complex.
- 1.2. Whether the locality is prone to hazards like fire, flood, etc:
- 1.3. Whether the locality has protection from adverse influence such as Encroachments, unauthorized hutments, Industrial nuisance, smoke, dust, noise, etc:
- 1.4. Any open drain passing very close to the property

**2. Details of Property**

- 2.1. Name of the owner:
- 2.2. Location & Address of the property:
- 2.3. Name of the scheme:
- 2.4. Usage of property (as approved by Competent Authority) : Residential/ Commercial/ Shopping Complex (Tick one).
- 2.5. Whether the Land is Free hold land/lease hold land

**3. Distance to nearest public amenities (in Kms)**

- 3.1. Railway Station/ Metro Station:
- 3.2. Bus stop:
- 3.3. Market:
- 3.4. Police Station:
- 3.5. Other Companies:
- 3.6. Hospital:
- 3.7. Post Office:

**4. Building offered**

- 4.1. Type of Building:
- 4.2. Type of Construction: {Load Bearing/RCC/Steel framed)

4.3. Type of Foundation:

4.4. Is the structure designed for earthquake Zone IV?

4.5. No. of Floors in the building and the floors offered:

4.6. Clear floor height up to bottom of beams:

4.7. Any structural provision for additional floors in future?

4.8. Design Floor Loading: DL: LL:

4.9. Total built up area constructed/under construction:

4.9.1. Basement:

4.9.2. Ground Floor:

4.9.3. First Floor:

4.9.4. Second Floor:

4.9.5. Third Floor:

5.9. Area of premises offered per floor (give information floor-wise): Enclose floor-wise measurements of Built-up area.

	Floor 1	Floor 2	Floor 3	Floor 4
Carpet Area				
Built-up area				
Super built-up area				

5.10. List of common areas included for the purpose of computing Super built up area and its percentage to:

5.10.1 Carpet Area

5.11. Anti-termite treatment: Pre-construction /Post construction

5.11.1 Name of the Agency

5.11.2 Guarantee period: Valid upto

5.12 Indicate ownership details of remaining floors/area:

5. **Construction specifications / materials used** (Separate annexure may be used. Indicate thickness, brief specification, brand name etc)

5.1. Flooring:

5.2. Skirting/dado:

5.3. Internal Walls:

5.4. Internal wall finishing:

5.5. External Walls:

5.6. External wall finishing:

5.7. Terrace treatment:

5.8. Doors-frame/shutter/fittings:

5.9. Windows-frame/shutter/fittings/grills:

5.10. Toilets fittings and fixtures:

6. **Age / condition of the construction / building**

6.1. Already completed-

6.1.1. Date of completion:

6.1.2. Present condition:

6.2. Under construction-

6.2.1. Present stage of construction:

6.2.2. Likely date of completion:

7. **Internal fittings and fixtures provided (if any) –indicate nos. /details.**

7.1. Workstations :

7.2. Carpets/ Tiles etc. :

7.3. Storage areas :

7.4. Electrical Fixtures & Fittings :

7.5. Data/ Communication cables etc. :

7.6. Washbasins/ WC and mirrors etc :

7.7. intercom /telephone / dish antenna /internet/cable TV, etc.:

7.8. Internal furnishings :

7.9. Any other amenities :

## 8. **Water Supply and Sewerage**

8.1. Source : borewell/open well/municipal supply (Tick as applicable).

8.2. Diameter, depth and yield of well:

8.3. If municipal supply, quantity of water supplied daily:

8.4. No. and Capacity of Overhead Tanks:

8.5. No. and capacity of sumps:

8.6. Sewerage system: Municipal/Septic Tank/ Treatment Plant/Others.(give details)

## 9. **Power**

9.1. Sanctioned power load to be provided for the building /block (KVA)

9.2. Back up provided:

9.3. No., make and capacity of DG sets

9.4. Redundancy power back up

9.5. No. and capacity of transformers

## 10. **HVAC**

10.1. No. of AHUs with type and capacity on each floor

10.2. No. of chiller plants with type and capacity

10.3. Design temperature and humidity

## 11. **Fire Fighting**

11.1. Wet riser – No. per floor

11.2. Hydrants per floor

11.3. Fire pump – No. and capacity

- 11.4. Jockey pump – No. and capacity
- 11.5. DG set: – No. and capacity
- 11.6. Sump capacity
- 11.7. Overhead tank capacity
- 11.8. Sprinklers/smoke detectors
- 11.9. Extinguishers
- 11.10. Fire control room
- 11.11. PA and indicator system
- 11.12. Distance to nearest fire station
- 11.13. Fire resistant doors and their rating

## 12. Security

- 12.1. CCTV
- 12.2. No. of entry /exit points to the plot
- 12.3. No. of entry /exit points to the building/Block
- 12.4. Nearest Police Station

## 13. Exclusive facilities.

- 13.1. Car Parking space : Covered / Open
- 13.2. Scooter parking : Covered / Open
- 13.3. Lifts : Number, make, speed and capacity, if any.
- 13.4. Gate/entrance:

## 14. Common facilities provided (give details)

- 14.1. Car Parking space : Covered / Open
- 14.2. Scooter parking : Covered / Open
- 10.5 Lifts : Number, make, speed and capacity, if any.
- 10.6 Generator for emergency- indicate capacity.

10.7 Lightning arrestors:

10.11 External paving:

10.12 Compound lighting:

10.14. Horticulture & landscaping:

10.15. Any other amenities provided:

**15. Maintenance of common facilities**

15.1. What is the arrangement for maintenance?

15.2. Charges payable for maintenance:

15.3. Any other payment required to be made to building management etc.:

**16. Sanctioned plans / Certificates**

**12a** Whether structural stability certificate enclosed? Name of the Structural Consultant with license number:

**12b** Name, Phone, address of Architect/Engineer:

16.1. Whether the construction plan of the building is sanctioned by Competent Authority (enclose copy):

16.2. Validity of sanction:

16.3. Is the construction as per applicable byelaws?

16.4. Is there any deviation from the bye laws/sanctioned plan? Give details:

16.5. Have these deviations been regularized?

16.6. Is permission under urban land Ceiling Act obtained?

16.7. Whether completion / occupation certificate is issued by the competent authority (enclose copy):

16.8. Designation of the authority which has issued the completion / occupation certificate:

**17. Details of land / site**

17.1. Tenure of the land: Whether Freehold

17.2. Area of the plot (Enclose site plan with dimensions and calculation of area)-

17.2.1. Total plot area :

17.2.2. Open area :

17.2.3. Ground Coverage permissible:

17.2.4. Ground coverage actual:

17.2.5. Area of land proposed to be transferred to Company:

17.3. Details of right of way/ passing of water mains / HT/LT lines underground cables etc.

17.4. Boundaries and adjacent buildings on:

17.4.1. North :

17.4.2. East :

17.4.3. South :

17.4.4. West :

17.5. Boundary wall provided?

**18. Any other information not covered above**

I/ We declare that the information furnished above is true and correct and conforms to the Company's specifications.

Place:

**SIGNATURE OF BIDDER WITH SEAL**

Date:

**SCHEDULE 'D' – DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID**

The following documents shall be enclosed with the Bid:

1. A copy of investigation and search report on the bidder's title to the property and marketability of the same by an Advocate.
2. Certified copies of title deeds of the property, tracing the title for the past 30 years along with the certified copies of the supporting revenue documents.
3. Change of land use order, if applicable;
4. Copy of the license issued by the Department of Town and Country Planning;
5. Copy of sanctioned building plans including site plan and layout plan.
6. Copy of Construction Commencement Certificate from competent authority.
7. Certified copy of the completion / occupation certificate in case of property, ready for possession.
8. In case the occupation certificate and the completion certificate are not available, an undertaking, executed on a stamp paper of adequate value, indicating the expected timelines for obtaining them.
9. Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority/ HUDA etc.
10. No Objection Certificate from the fire control authorities;
11. No-objection certificate issued by the Airport Authority of India;
12. Property tax paid receipts for the last 5 (five) years;
13. Approval for the installation of diesel generator sets;
14. Approval for the storage of diesel;
15. Approval from electricity department for the energisation of transformers;
16. Clearance from the police department for the movement of traffic;
17. Permission for lifts, if any, issued by the Inspector of lifts;
18. Environment clearance for the building issued by the Ministry of Environment and Forest;
19. Consent to establish and consent to operate for the building from the State Pollution Control Board;

20. Consent from the State Pollution Control Board for the establishment of the sewage treatment plant;
21. Certificate signifying the installation of rain water harvesting system;
22. Permission for approved electricity load from the Electricity Board;
23. Latest electricity and water bills;
24. Copy of the registered development agreement executed between the developers and the landowners in case the land does not belong to the developer.
25. Copy of registered power of attorney given to the Bidder/ developer by the landowners authorizing them to sell the property and such other related documents.
26. Details of deviation to the sanctioned plan and regularization of the deviations.
27. Details of institutional/corporate buyers of space in the complex, if any.
28. Names, addresses, contact numbers and qualifications of the architects, structural consultants, Project Management Consultant, Service Consultants, and Contractors.
29. In case the bidder is a company, then the notarised copies of the certificate of incorporation, articles of association and memorandum of association.
30. In case the bidder is a partnership firm, then the copy of the registered partnership deed.
31. In case the bidder is an individual, then the copy of the identity proof and address proof.
32. In case of a consortium of companies (defined hereinafter), a notarized copy of the agreement executed between the members along with separate information / support documents specified above in respect of each of the members.
33. Copy of the Permanent Account Number card of the bidder.
34. Last audited annual report, balance sheet and income tax return.
35. Certificate under Section 281 of the Income Tax Act, 1961.
36. Documentary evidence to establish satisfaction of the eligibility criteria.

**SCHEDULE 'E' – OTHER DETAILS/DOCUMENTS SUBMITTED BY BIDDER**

**(To be filled in by the bidder)**

**SCHEDULE 'F' – PRICE BID**

CANARA HSBC ORIENTAL BANK OF COMMERCE LIFE INSURANCE CO. LTD.,  
FACILITIES & ADMINISTRATION DEPARTMENT, GURGAON

**PURCHASE OF OFFICE PREMISES IN GURGAON CITY - PRICE BID**

*(Excluding stamp duty and registration charges)*

Sl. No.	Description	Floor No.	Total built-up area offered on each floor (a)	Rate per sq.ft. of built-up area (b)		Total Amount (axb) Rs.
				In figures	In words	
1	Built-up Area of building					
2	Covered car park area					
3	Maintenance Charges where applicable					

**Notes:**

- i) Bidders shall quote rate and amount excluding registration and stamp duty charges.
- ii) Price bid shall be placed in a sealed envelope super scribed "Price Bid" and the same shall be placed along with Technical Bid cover in a larger envelope super scribed "Offer for sale of office premises for Canara HSBC Oriental Bank of Commerce Life Insurance Co. Ltd. at \_\_\_\_\_". The name of the vendor should be mentioned at the bottom left hand corner of the envelope.

**TERMS & CONDITIONS**

1. The offer shall be valid for minimum of 120 days from the date of opening of technical bids. During the validity period of the offer the vendor shall undertake not to withdraw / modify the offer in terms of price and other terms and conditions.
2. The rates quoted per sq.ft. for built-up area should be inclusive of all charges whatsoever.
3. For payment terms and definition of built up area, see the General Conditions.

PLACE:

Signature of the Bidder with seal

DATE: