



**ODISHA CO-OPERATIVE HOUSING CORPORATION LTD.,
BHUBANESWAR**

JANPATH, UNIT-III, BHUBANESWAR – 751001
Phone – 0674 - 2392387 (O) (FAX), 2392393, e-mail:- ochc_bbsr@rediffmail.com
www.housingcooperativeodisha.nic.in/www.housingcorporation

No.3194/

Date. 03.01.2018

TENDER FOR SALE OF LAND

The Odisha Cooperative Housing Corporation Ltd. invites sealed offers from interested parties for outright sale of its land measuring Ac 1.848 dec situated at prime location in Indira Gandhi Cohousing Colony of OCHC, Mouza Lingipur, Bhubaneswar for **educational institution Purpose (School)** on “**as is where is basis**”. For details please log on to our website www.housingcorporation.in. The Last date of receipt of bids is on or before dt.19.1.2018.

**Sd/-
Managing Director**



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No. _____ /

Date _____

TENDER FOR SALE OF PLOT

(To be hosted in Corporation's website)

The Odisha Cooperative Housing Corporation Ltd herein after referred as "Corporation" established in 1955 is the first housing organisation in the State registered under Odisha Cooperative Societies Act. It is functioning under the overall administrative jurisdiction of the Registrar, Cooperative Societies, Government of Odisha .The Corporation has its Headquarters at OCHC office complex,6th Floor,Block-I,Janpath,Unit-III,Bhubaneswar-751001.

The Corporation invites offers from the interested parties for outright sale of its vacant land measuring one Acre in Indira Gandhi Cohousing Colony, Lingipur, Bhubaneswar which is meant for educational institute(school) as per the lay out plan approved by Bhubaneswar Development Authority on "as is where is basis". Interested parties may download the format (**Annexure-I**)and terms &conditions from the Corporation's website:www.housingcorporation.in and submit their offers in a sealed envelope super-scribed as "Offer for Purchase of Plot at Indiragandhi Cohousing Colony, Lingipur, Bhubaneswar" so as to reach on or before19/01/2018 at following address:

**Managing Director,
Odisha Cooperative Housing Corporation,
Unit-III,Janpath, Bhubaneswar – 751001.**

The Corporation shall not be liable for any postal delays what so ever in receipt of tender and tenders received after the stipulated date and time shall not be entertained. Incomplete tender received shall be summarily rejected.

Priority would be given to Public Sector units / Govt. Departments / Public Financial Institutions. No Brokers please.

The Institute reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion.

**Sd/-
Managing Director**

GENERAL TERMS AND CONDITIONS

I ELIGIBILITY

The bidder should:

- (a) Be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company, partnership firm registered in India.
- (b) Be legally competent to enter into contract as per prevailing laws;
- (c) be financially sound.
- (d) Income tax assessment orders for the last three years should be enclosed along with the tender.
- (e) The bidder should enclose documentary proof that he has the liquidity, line of credit and other financial means to meet the bid price.

The Corporation may also consider a bid submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium structure during the finalization of the tender right up to the stage of depositing the bid amount in full with the Corporation. If there are any changes in the consortium structure, the Corporation reserves the right to accept / cancel the sale. However, the financial arrangement between the parties should be specified in the tender documents.

II LOCATION AND DESCRIPTION OF THE PROPERTY

The properties proposed for sale are located on revenue plots No.169(Pt), 170, 171, 172, 173(Pt), 174(Pt), 175(Pt), 176, 177(Pt), 181(Pt), 182, 183, 328(Pt), 336(Pt), 337(Pt) & 338(Pt) in Indira Gandhi Cohousing Colony of OCHC, Mouza Lingipur, Bhubaneswar. The map showing location and area of the property is enclosed (**Annexure II**). Situated on the Bhubaneswar- Puri National Highway, it is only 4 kms from Bhubaneswar Railway Station and 5 kms from Bijupatnaik International Airport.

All that piece and parcel of free hold land comprising Plots No.169(Pt), 170, 171, 172, 173(Pt), 174(Pt), 175(Pt), 176, 177(Pt), 181(Pt), 182, 183, 328(Pt), 336(Pt), 337(Pt) & 338(Pt) measuring Ac 1.848 dec in all is bounded by:

On the North –20' wide road

On the South – 40' wide road

On the East – **SHOP CUM RESIDENCE** Block

On the West –40' wide road

III TITLE DEED OF LAND

The title of the property owned by the Corporation is clear and marketable.

IV SUBMISSION OF OFFER

Sealed offers with all pages of this Tender Document including General & Special Terms & Conditions should be Signed as token of acceptance and submitted in original in a sealed envelope super scribing “**Offer for Purchase of Plot at Indiragandhi Cohousing Colony, Lingipur, Bhubaneswar**”, addressed to the Managing Director, OCHC Ltd. The last date of receipt of sealed offer is on or before 19/01/2018 at 5.00 PM in a sealed tender to be submitted by speed post/Regd. Post only. No other mode of submission such as courier, by hand or tender drop box etc shall be allowed. Tender received in open condition will be rejected / not accepted. The sealed offers will be opened on 20/01/2018 at 3.00 PM in the premises of OCHC office at unit-III, Janpath, Bhubaneswar. The representatives of the bidders may remain present while opening of the same, if they wish. In the event of Corporation’s office remaining closed on the day of opening of bid for any unforeseen reason, the bids shall be opened on the next working day of the Corporation at the same time.

V SITE INSPECTION

Inspection of the Property may be done by the intending bidders on any working day between 10.00 AM to 5.00 PM by contacting Sri S.Patnaik, AEE, OCHC Ltd. (Mob No.9437208851).

VI SALE BY BIDDING

The Sale of the property will be done on the basis of highest tendered /negotiated price provided that the price is at par or above the upset price of Rs.2.20 crore per acre which is the current B.M.V as fixed by the State Government and shall be final and binding on the Parties. The bids quoting below the upset price shall be summarily rejected. However, the Corporation has the right for selection of the parties considering their reputation.

VII EARNEST MONEY DEPOSIT (EMD)

EMD of Rs. 20,00,000/- (Rupees twenty Lakhs only) in the form of Demand Draft (DD) / Pay Order drawn in favour of **Odisha Cooperative Housing Corporation Ltd.** Cheques / Fixed Deposit Receipts / Bank Guarantee in lieu of EMD will not be accepted. The EMDs of the unsuccessful bidders will be refunded without any interest after completion of the tender process. The EMD of successful bidder will be adjusted in the total consideration of the property.

VIII SELECTION OF BID

- (a) Sale of part of the property shall not be considered.
- (b) Bidders shall also completely familiarize themselves with all prevailing rules, regulations, and statutory obligations etc., required for transfer of property by way of outright sale and for further developments after purchase of the property, before filling up of the tender.

- (c) Sale will be done on the basis of the highest bid price provided that such tendered rate / amount quoted by the Bidder are at par or above the upset price and the reputation of the bidder is found acceptable.
- (d) Sale shall be made in the name of the Bidder only. No nominee(s) of the bidder shall be entertained.
- (e) The land / property will be sold on “**as is where is basis**” only.
- (f) Agreement to sell once made shall not be altered.

IX MODE OF PAYMENT

- (a) First instalment of 50% of the accepted bid price of the property shall become payable within 10 days from the date of issue of Acceptance Letter failing which the bid is liable for cancellation apart from forfeiture of EMD. The party shall execute an “Agreement for Sale” with the Corporation immediately thereafter.
- (b) If the party fails to deposit first instalment of 50% of the accepted bid price of the property within 10 days from the date of issue of Acceptance letter, the offer is liable for cancellation with forfeiture of EMD. However, the Institute, at its discretion may on the request of the party extend the time for payment for a period not exceeding 20 days and the party shall pay in addition interest @18% on the said amount for the extended period failing which the EMD of the party will stand forfeited.
- (c) The balance consideration together with other dues, if any, after adjustment of first instalment and EMD shall be payable at the time of execution of Sale Deed.
- (d) However, the Corporation reserves the right to accept the total sale consideration at the time of Agreement to sell pending execution of Sale Deed.

X SALE DEED EXECUTION

The party has to get the Sale Deed executed in his name immediately after execution of Agreement to Sell after depositing the full sale consideration of property and other dues, if any. Execution and registration of the ‘Sale Deed’ in the name of the nominees shall not be permitted. All costs & fees including registration, stamp duty & others, if any will be borne by the party/purchaser.

XI POSSESSION

Possession of property will be given to the party only on the execution and registration of the Sale Deed. The Corporation may at its sole discretion handover the possession pending execution and registration of Sale Deed in case the entire sale consideration is received earlier along with other deposits.

XII AMENDMENTS

The Corporation reserves the right to amend any terms and conditions of the tender without notice of such amendment(s) and the same shall be binding on the bidders.

XIII ACCEPTANCE/REJECTION OF OFFERS

The Corporation reserves the right to accept or reject any or all offers without assigning any reason there for.

XIV MIS-REPRESENTATION OR SUPPRESSION OF FACTS

If it is found that the applicant has given false information or concealed certain facts, the offer is liable to be cancelled without making any reference to the applicant and all deposits made until then shall be forfeited.

XV TERMINATION AND BLACKLISTING

The Corporation without prejudice to its right to forfeit security deposit and/or all the deposits and any other remedy, reserves the right to terminate the tender / offer in whole or in part and also to blacklist Applicant / Tenderer / Bidder for a suitable period in case he fails to honour his bid without sufficient grounds or found guilty for breach of condition(s) of the tender / offer, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Applicant / Tenderer / Bidder or by its staff, agent or representative

XVI CONSTRUCTION

- (a) The party can take up construction applicable over the allotted plot on the basis of the building plans approved by the Competent Authority / Local Authorities.
- (b) The Corporation will not be responsible for paying any compensation for illegal construction and development work done by the party.

XVII ARRANGEMENT OF POWER, WATER SUPPLY AND SANITATION

The party shall make their own arrangements for power, water supply and sanitation at site. The Corporation will not be responsible to provide the same.

XVIII VALIDITY

Offers submitted by the Bidders should be kept valid for One month from the date of opening of bids and the Corporation may seek extension, if necessary. Withdrawal of the offer by the Bidder within the validity period shall attract forfeiture of EMD.

XIX FORCE MAJEURE

The Corporation shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, demand or otherwise and the existence of such cause or consequence may operate at the sole discretion of the Corporation to extend the time of performance on the part of the Corporation by such

period as may be necessary to enable the Corporation to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

XXINDEMNITY:

The Tenderer(s) / Bidder(s) shall indemnify and keep at all times indemnified the Corporation against any loss or damage that the Corporation may sustain directly or indirectly as a result of the failure or negligence of the Tenderer(s) / Bidder(s) or its employees / agent / representative to faithfully carry out its obligations under this tender / offer and to pay for all losses, damages, costs, charges and expenses which the Corporation may reasonably incur or suffer and indemnify and keep indemnified the Corporation in all respects.

XXI ARBITRATION

In the event of any question, dispute and or difference whatsoever arising under the agreement or in connection there-with including any question relating to existence, meaning and interpretation of this agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions between the Purchaser and OCHC with reference to and in context of the agreement failing which the same will be referred to the Court of RCS (O) subject to the relevant provisions of Odisha Cooperative Societies Act and rules made there under.

Jurisdiction

All disputes arising out of this tender are subject to the jurisdiction of Courts in Bhubaneswar.

SPECIAL TERMS & CONDITIONS

1. Intending bidder(s) may obtain any clarification required before tendering. Submission of tender implies, the bidder(s) has obtained all the clarifications required.
2. Layout Plan is enclosed for guidance only. The bidders must visit the site & ensure physical verification before quoting their rate / consideration. In case of any doubts, clarifications may be obtained from OCHC office at BBSR.
3. The bidder shall quote clearly the rate per sq. ft of land both in words and figures in columns provided for the same in the application form. In case of any discrepancy, the rates quoted in figures and words, the rates in words will be considered as correct.
4. If there is any discrepancy in the totalling, the rate will be considered as correct.
5. Incomplete tender or tenders submitted with qualifying conditions or with conditions at variance with any special or general terms & conditions of tender is liable to be rejected at the discretion of the Corporation.
6. All alterations, erasure(s) &/or over-writings, if any, should be duly authenticated by the bidders signatures.
7. It should be noted by the bidder(s) that by entering into this contract, the Corporation is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
8. In case offer is not accepted, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though the Corporation may elect to withdraw the invitation for quotation. Should all invitation for quotation be withdrawn or cancelled by the Corporation for which the Corporation shall have the right to do so at any time, the Earnest Money paid by the bidders with the quotation will be refunded to them in due course, without interest.
9. Corporation reserve its right to withdraw its offer / tender at any point of time. The Earnest Money paid by the bidders with the quotation will be refunded to them in due course, without interest.
10. The submission of the tender means and implies that the tenderer /bidder has unconditionally agreed to and accepted all the above terms and conditions of the tender.
11. Once the Agreement to Sell has been executed in favour of the party no request for any exchange, substitution alteration or modifications will be entertained

BID

The Managing Director,
Odisha Cooperative Housing Corporation Ltd,
Unit-III, Janpath, Bhubaneswar-751001

S.No.	Particulars of the Bidder	Inputs to be provided	
1	Full name of the Bidder (in block letters)		
2.	Constitution of Bidder (Tick whichever is applicable) <ul style="list-style-type: none"> · Public Limited Company · Private Limited Company · Partnership · Individual/ Sole Proprietary 		
3	Applicant's registered office/ place of business <ul style="list-style-type: none"> · Address · Telephone No. · Fax No. · E-Mail No. 		
4	Particulars of Bid The price offered for purchase of Land	Rate per sft in Rs	Total Price
		Rs.----- In Words:	Rs.----- In Words:
5	Particulars of Earnest Money Deposit of Rs. _____	DD/Pay Order No. _____ Dated: _____ Name of Bank and Branch	

Certified that :-

(i) In case our offer is accepted and if we fail to pay the amount in the manner to be specified by the Corporation in the "Letter of Acceptance", the amount of Earnest Money Deposit and any further instalments paid by us under this offer shall stand absolutely forfeited by the Corporation.

(ii) I/We agree to abide by the decision of the Corporation.

(iii) I/We have read and understood terms and condition and hereby unequivocally and unconditionally accepted the same.

(iv) I/We have inspected the site / property for which quotation is being submitted.

I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Corporation to reject our bid and/or to cancel the award of sale.

Dated :

Applicant's Signature(s)

Full Name:

Location Map

1/2/2018

Lingipur - Google Maps

Google Maps Lingipur

