



IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)

Flat No.B2/318, 3rd Floor, Thungabhadra Block,
National Games Village, Koramangala,
BENGALURU – 560 047
Ph: 080-25710995

CIN-L45203DL1976GOI008171

No. IRCON/SZ/Chennai-Flats/Sale/07

Dated : 31/12/2021

TENDER FOR

**SALE OF RESIDENTIAL FLAT IN
MOGAPPAIR EAST, ANNANAGAR WEST EXTN.,
CHENNAI**

“ON AS IS WHAT IS BASIS”

**COST OF TENDER DOCUMENT : Rs.5000.00
(including GST).**

LAST DATE OF SUBMISSION : 22.01.2022 UPTO 15.00 Hrs.

DATE OF OPENING OF BIDS : 22.01.2022 UPTO 15.30 Hrs.

Corporate Office

**Ircon International Limited
C-4, District Centre, Saket
New Delhi – 110 017
Ph: 011-29565666
Fax:011-26854000/26522000**



IRCON INTERNATIONAL LIMITED
(A Government of India Undertaking)
Corporate Office: Plot No. C-4, District Centre,
Saket, New Delhi-110017
CIN-L45203DL1976GOI008171

No. IRCON/SZ/Chennai-Flats /Sale/07

Date: 31.12.2021

**NOTICE FOR SALE OF RESIDENTIAL FLAT IN ANNANAGAR,
WEST EXTN., CHENNAI**

Ircon International Limited (in short - **IRCON**) a Government of India Undertaking, under Ministry of Railways, invites tenders for sale of the following unfurnished 2BHK Residential Flat on "**as is what is basis**".

Sl. No.	Flat No.	Location	Area	EMD (Rs. In lakhs)
1	14/195	3 rd Floor, R30A, Greenfields Apartment, Mogappair East, Annanagar West Extn., Chennai - 600101	Plinth : 1033.344 Sft. Carpet Area : 834 Sft. Undivided Share of Land : 526.14 Sft.	7.20

Tender document can be obtained from the above address of IRCON on all working days (Monday to Friday) from 10.00 hrs to 17.00 hrs from 31.12.2021 to 21.01.2021, on non-refundable payment of **Rs.5000/-** (Rupees Five Thousand only) through Demand Draft/ Net Banking in favour of 'Ircon International Limited' payable at 'Bengaluru'. Photo identity proof is to be submitted along with application for purchase of tender documents. Tender documents can also be downloaded from IRCON's Website www.ircon.org and in such a case the tenderer should deposit the cost of tender documents along with submission of tender through Demand Draft/ Net Banking in favour of '**Ircon International Limited at 'Bengaluru,'** failing which his/her tender shall not be considered. IRCON reserves its right at its discretion to cancel the tender fully without assigning any reason/s thereof.

Last date and time for sale of Tender Documents : 21.01.2022 up to 17.00 hrs.

Last Date and time of submission of Tenders : 22.01.2022 up to 15.00 hrs.

Date and time of opening of Tenders : 22.01.2022 at 15.30 hrs.

Note: In case, for any administrative or unavoidable reasons or if adequate buyers are not participated in the tender, the tender submission and opening date is to be extended, the intimation / Notice for the same and any amendment/s, corrigenda, if any, shall be hosted / uploaded **only** on IRCON's Website: www.ircon.org and hence the tenderers are requested to regularly visit the website before submitting the tender.

Chief General Manager/Ircon/Bengaluru

TERMS AND CONDITIONS

1. The brief description / details about the flat is given with this document, which is only for general information. The tenderers must visit the location of the flat to acquaint themselves with the actual condition of the flat/s before submitting tender.
2. Flat owners have formed a Society for regular maintenance of the common facilities / areas against monthly charges to be paid by each flat owner/resident. The tenderer should enquire all the terms & conditions of the Society which are to be adhered to on being the owner of the flat. No claims/requests/representations shall be entertained by IRCON in respect of the condition of flat, terms & conditions of the Society etc. after submission of the bid/tender. The tenderer shall be deemed to have satisfied himself/herself on all points including the condition of flat offered for sale.
3. No bid can be withdrawn after submission and during tender validity period.
4. Tenderers may please note that no specified / covered car park is assigned with this flat. Flat Owners/Residents are parking their cars in the open space now available in the Apartment complex/area.
5. Earnest Money Deposit (EMD) indicated in the Notice Inviting Tender is not connected to the quoting price and same is to be submitted for the flat along with tender by Demand Draft / Net Banking from any Nationalized Bank or Scheduled Bank drawn in favour of Ircon International Limited, payable at Bengaluru by online through NEFT/RTGS to IRCON current Account, the particulars of which are furnished in Para-23 below. No other instrument/mode of payment is admissible. Tenders received without prescribed EMD and prescribed tender cost will not be considered and rejected outright.
6. Tenderers should submit Xerox copy of **PAN/TAN** No. and **Income Tax** Return (for at least one year during the preceding three years) along with the tender. The tenders submitted without these documents will not be considered and shall be summarily rejected.
7. Tender document complete in all respects should be submitted in a sealed envelop superscribed thereon as **"TENDER FOR FLAT NO.14/195"** and may be submitted **at the place mentioned below** before the **stipulated time & Date**.

**IRCON INTERNATIONAL LIMITED,
Flat No.B2/318, 3rd Floor, National Games Village,
Thungabhadra Block, Koramangala, BENGALURU – 560047,
Ph: 080-25710995; Email: ro.south@ircon.org**

The tender can be sent through Post/Courier to the above-mentioned address, however, IRCON shall not be responsible for any delay or loss of document during transit. The tender shall be dropped in the Tender Box ONLY if submitted in person and Tenders received after due date & time will not be considered.

8. The original tender form should only be submitted duly filled in the price without any corrections/alterations/additions to the terms & conditions. Offers not received in line with IRCON's terms and conditions are liable for rejection at the discretion of IRCON.

9. Tenderer should sign all the pages of the tender document. Complete address of the tenderer must be given in block letters. Incomplete tender forms are liable to be rejected.
10. The conditional tenders, tenders received late or tenders not conforming to the terms and conditions prescribed in the tender documents will be rejected.
11. Tender booklet should be submitted along with EMD and required documents in a sealed envelope.
12. The tenderers should quote the rates both in figures and words in the relevant tender form only. Corrections Over-writings, if any must be attested with date. In case of discrepancy, rates quoted in words shall be considered as final.
13. Tenders as received will be opened at Bengaluru (at the address indicated at Sr. no. 7 above) on the time & date stipulated in the Notice Inviting Tenders or as extended, in presence of tenderer/s or their authorized representatives. The representatives should bring valid photo identity card at the time of tender opening.
14. The tenderer shall keep his/her offer valid up to **90 days** from the date of opening of tender.
15. Eligible & Satisfactory Tender submitted with the highest price shall only be accepted. The Successful tenderer / Purchaser shall deposit full cost of flat with all taxes as applicable after adjusting EMD, by Demand Draft or by online through NEFT/RTGS to IRCON current Account, the particulars of which are furnished in Para-23 below in favour of the Ircon International Limited within **120 days from the date of communication regarding acceptance of the bid by IRCON** and shall complete the requisite legal and registration formalities to take possession of the flats within 90 days from the date of payment of full cost as above. No part payment shall be allowed/entertained. The successful Tenderer shall be termed as **Purchaser**.

As per the existing Statutory Provisions of TDS on sale of Immovable Property (Section 194-IA), the Income Tax on sale of Immovable Property should be deducted at source (TDS) from payment on transfer of immovable properties (other than agricultural land) where the consideration paid or payable is more than Rs 50,00,000/- (Rupees Fifty Lakh Only). Where the transaction is less than Rs 50,00,000 /-, the liability to deduct tax at source will not be applicable. Tax is deductible at the rate of 1% of the consideration payable to a resident transferor. If a valid PAN is not provided by the seller, the tax rate would go up to 20%.

Accordingly, at the time of making the payment of finally agreed sale price (*as indicated in the Letter of Acceptance and its amendment/s, if any, issued on acceptance of the satisfactory offer of a successful tenderer*) the Purchaser is required to deduct income Tax @ 1% of the sale value and remit the same to the credit of IRCON INTERNATIONAL LIMITED against **PAN No. AAACI-0684H** within the stipulated time period. The Purchaser shall arrange to issue the necessary Certificate of TDS in f/o IRCON INTERNATIONAL LIMITED as per

statutory requirements within the permissible time limits. In case of failure of the purchaser in remitting the amount so deducted to the Income Tax Authorities or any problems arising out of wrong / delayed remittance, IRCON reserves the right to revoke the sale & sale deed in addition to claiming the damages with full cost & consequences.

16. The Earnest Money Deposit (EMD) of unsuccessful tenderers will be returned only after issue of acceptance letter to the successful tenderer without any interest.
17. The cost of Stamp Duty, Registration charges and all other allied/incidental charges including the charges to be paid to the Housing Society should be borne by the Purchaser. The tenderers are requested to get acquainted with the procedures, costs and formalities involved for registration/transfer, etc. of flat in their name.
18. The sale deed shall be executed by Ircon International Limited in the name of the Purchaser or its authorized person/s in single or joint names as initially tender being submitted.
19. All charges / taxes to the Housing Society and local authorities shall be payable by the purchaser from the date of signing of the sale deed and onwards.
20. In case the successful bidder/purchaser for whatever reason, fails to pay the balance amount of Sale price (after adjusting EMD Amount) or defaults in completing the transaction for signing and registration of sale deed within the stipulated period, the EMD submitted shall stand forfeited and the bid / contract shall stand terminated. Neither party shall have any claim against the other of any sort or nature whatsoever in this regard.
21. Any clarification/details regarding the flat, if required, can be obtained from the office of **IRCON INTERNATIONAL LIMITED, Flat No.B2/318, 3rd Floor, National Games Village, Thungabhadra Block, Koramangala, BENGALURU – 560047, (Telephone: 080-25710995** before submission of tender. No enquiries shall be entertained after the submission of tender.
22. IRCON reserves its right to release or withhold the flat and/or cancel the tender without assigning any reasons thereof.
23. Bank Account Particulars for online payment (for EMD/Balance payment):-

Name : IRCON INTERNATIONAL LIMITED

Bank & Branch : INDIAN OVERSEAS BANK,
Bengaluru City Branch (0011)
Sri Sailam, No.7, 1st Main Road,
GANDHI NAGAR, BENGALURU-560 009

Current A/c No. : 001102000010792

IFS/RTGS Code : IOBA0000011

24. SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between **IRCON AND THE PURCHASER** in this connection shall be settled as under:-

24.1 Mutual Settlement

All such disputes or differences shall in the first place be referred by the tenderer to the Chief General Manager, IRCON at Bengaluru in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences. It may be noted that the proposed settlement is subject to the approval by the competent authority of IRCON which shall be specifically communicated in writing before signing the settlement agreement.

24.2 Conciliation/Arbitration

- 24.3 It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement within 120 days from the date of submission of disputes in writing.
- 24.4 In the event of failure to resolve any disputes or differences between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, disputes or differences, the Purchaser may refer to the Chairman and Managing Director of IRCON in writing, within 60 days from the date of failure of amicable settlement, to settle such disputes or differences through Conciliation provided that the demand for Conciliation shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute/s or difference/s in respect of which the demand has been made, together with counter claims of IRCON shall be referred to Conciliator as the case may be and other matters shall not be included in the reference.
- 24.5 If the efforts to resolve all or any of the disputes through conciliation fails, the Purchaser may refer to the Chairman & Managing Director of IRCON for the settlement of such disputes or differences through Arbitration which shall be governed by the Indian Arbitration and Conciliation act, 1996 as Amended by the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) and of 2019 & 2021. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of the failure of conciliation.
- 24.6 The demand for Conciliation or Arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off, given by IRCON, shall be

referred to Conciliation or Arbitration and other matters shall not be included in the reference.

- 24.7 The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the IRCON. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (i) The language of proceedings, documents or communications shall be in English and the award shall be made only in English in writing.
 - (ii) The conciliation/arbitration proceedings shall be held at the place decided by the Conciliator / Arbitrator.
 - (iii) The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed by the Conciliator/Arbitrator (as per the provisions in the amended Act) from time to time and shall be shared equally between IRCON and the Purchaser.
 - (iv) The sole arbitrator shall be appointed by the Chairman and Managing Director of the Employer within 60 days from the day when a written and valid demand for arbitration is received by the Employer.
 - (v) The minimum qualifications of Conciliator/ Arbitrator shall be graduate in respective field. He can be a working officer in any Central / State Government or Public Sector Undertakings with a minimum of 20 years' service. He should be clear from the vigilance angle and should be a person with reputation of high technical /commercial ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.
 - (vi) If the arbitrator appointed as above refuses to act as arbitrator, withdraws from office as arbitrator or vacates his or is unable or unwilling to perform for any reason whatsoever or dies or in the opinion of the Chairman and Managing Director fails to act without undue delay, the Chairman and Managing Director shall appoint new arbitrator to act in his/her place in the same manner in which the earlier arbitrator had been appointed. Such reappointed Arbitrator may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
 - (vii) The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise, as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
 - (viii) While appointing arbitrator(s) under sub clause 23.2(xi), 23.2(xii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of this/their duties as IRCON employee expressed views on all or any of the matters under disputes or differences.

- (ix) The arbitral award shall state item-wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- (x) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of tribunal within 60 days of the receipt of the award.
- (xi) A party may apply to tribunal within 60 days of the receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- (xii) In case of the Tribunal, comprising of three members, any ruling or award shall be made by a majority of members of Tribunal.
- (xiii) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- (xiv) The cost of arbitration shall be borne by the respective parties. The cost shall *inter-alia* include fee of the Conciliator / Arbitrator (s) as per the rates fixed by the Conciliator / Arbitrator from time to time and the fee shall be borne equally by both the parties.
- (xv) The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 as Amended by The Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) or re-enactment thereof and the rules made there under and for the time being in force.
- (xvi) An arbitral award shall be final and binding on all parties, as per provision of Arbitration and Conciliation Act, 1996.
- (xvii) **Exception:** For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

24.8 **Settlement through Court**

It is a term of this contract that the Purchaser shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences as per **clause 24.1 and 24.2.**

24.9 **JURISDICTION OF COURTS:**

Jurisdiction of courts for disputes resolution shall be Delhi/New Delhi only.

25.0 The opening of Tenders shall be done with all precautions due to entry of Omicron variant of the Covid-19 virus, like wearing of masks, sanitization of hands and maintaining proper distance. All the bidders who take participation in the tender should follow the rules & regulations of Omicron variant of the Covid-19 Pandemic.

BRIEF DETAILS OF PROPERTY / FLAT

Brief description of Property	:	An unfurnished Residential 2BHK Flat bearing No. 14/195 - in Third floor in Block No. 195 of Ground + 3 floors residential apartment named as "Greenfields Apartment", R30A, Mogappair East, Annanagar West Extn., Chennai- 600101, constructed by Tamil Nadu Housing Board. The flat accommodates one hall, one dining, one kitchen, one Store room, two bedrooms (one with attached Toilet), one common toilet
Revenue particulars	:	Comprised Survey Nos.291 part & 296 part of Mogappair Village, Ambattur Taluk, Tiruvallur District situated within the Registration District of Chennai North and Sub Registration District of Konnur ;together with EB connection, House Tax assessment, etc.,
Location	:	All that piece and parcel of the property situated at (Flat)bearing H.I.G Flat No.14 in the Building Third Floor , Block No.195, Green Field Apartments No.R-30A,Anna Nagar West Extension, which is easily accessible from Annanagar West Road Near Cherrian Hospital & Bharath Petrol Station. This is a developed residential area and all civic amenities are available nearby.
Boundary As per Site (whole Property)	:	North by Annanagar West Road & Vacant Land, South by Land & Building, East by Land & Building, West by Road & Land with Buildings.
Area of the flat (Plinth area):	:	96.00 Sq mtr i.e. 1033.344 sft (including all common areas).
Carpet Area	:	834 sft.i.e. 77.48 Square Metre.
Undivided share of land	:	526.14 sft. i.e 48.88 Square Metre
General	:	The buildings containing the Flat proposed for sale are about 20 years old. No covered parking is assigned withany of the flats. Adequate open space is available for the car park. There is a Society having Management Committee selected amongst Flat Owners. The Maintenance of all common areas, liftsand other external works / facilities is being looked after bythe Society for which currently Rs.1500/- per flat per month is being charged towards maintenance charges.
Specifications:-		
Foundation	:	RCC Column foundation
Superstructure	:	Panel walls in brick work with Cement Mortar (CM) plastered with CM and cement painted.
Roof	:	RCC roof
Ceiling height	:	About 10 feet
Flooring	:	Ceramic Tiles Flooring
Joineries	:	Wooden doors and windows are provided.
Electricity	:	Single Phase electric supply with concealed wiring to suit normal requirements for Flat Nos. 14/195.
Water Supply	:	Bore with motor and Corporation water is available for all Flats in the Society.
Others	:	Lift and Stair Case available.
Documentary proof for the ownership	:	Sale deed No.1672/08 Dt.16.04.2008. Copy of sale deed is available at Bengaluru office and the same shall be produced for verification on demand, if required.

TENDER FORM

Tender Notice No.IRCON/SZ/Chennai-Flats / Sale/07 dated 31.12.2021

Date: _____

**The Chief General Manager
Ircan International Limited
Bengaluru- 560023.**

TENDER FOR THE SALE OF FLAT No. **14/195**

1. I / We Mr/Ms/Mrs/M/s _____ an individual/ proprietary business/ partnership firm/ company registered under the Companies Act, (*strike off whichever is not applicable*) through Shri/ Smt. _____ sole proprietor/ partner (our authorized representative for this tender) having read, understood and accepted the terms and conditions mentioned in the Tender Notice, hereby submit the tender for the purchase of the **FLAT No. 14/195**, 3rd Floor, R30A, Greenfields Apartment, Mogappair East, Annanagar West Extn., Chennai - 600101 at price quoted below and to hold the offer open for **90 days** for your acceptance from the date of opening of the said tender. We undertake to state that we have visited the premises, inspected the flat, enquired all terms & conditions of the Society before quoting our price. We have quoted the price for the Flat on "**as is what is basis**".
2. Earnest Money of **Rs.7,20,000.00** (Rupees Seven Lakh Twenty Thousand only) for the due performance of the tender is paid as under (*Strike off the not applicable*):-

Vide NEFT/RTGS. UTR No. dated, enclosed.
3. **LOCATION OF TENDERED FLAT:** Flat No. **14/195**, 3rd Floor, R30A, GreenfieldsApartment, Mogappair East, Annanagar West Extn., Chennai - 600101

Sl. No	Flat No.	Price quoted in figures (Rs.)	Price quoted in words (Rs.)
1	14/195		

Note: Amount quoted above is only the Basic price and all other costs towards applicable Taxes, Stamp Duty, Registration/Transfer charges etc complete are extra to be borne by the Purchaser.

WITNESS

NAME & ADDRESS
Telephone No./s.:-
Mobile No.

Signature with seal
(Proprietor/ Partner/ Authorized Representative)
Name and complete address
with Phone No. (in block letters)
PAN No.:
Telephone No./s.:
Mobile No.