TENDER Ref.: NTC/2023-24/TDR/615 **Date 23.05.2023**

एन.टी.सी.
NTC

NATIONAL TEXTILE CORPORATION LTD.

Scope Complex, Core-IV, 7, Lodhi Road, -110001.

TEL NO. 011-24362511, FAX NO.011-24361112.

WEBSITE: www.ntcltd.org

TENDER DOCUMENT FOR

SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR)

INDEX

		Contents	Page No.
		Tender Notice	3
1		Disclaimer	4
2		Instructions to Bidders	5
	1	Part 1 – Techno-Commercial Proposal	5
	2	Part 2: Financial Proposal	5
	3	Selection Process: Two Stage, Two Part Bidding	6
	4	Preparation of Bids	7
	5	Submission of Bids	7
	6	Assistance to Bidders	8
	7	Pre-Bid Meeting	8
	8	General Instructions	8
3		BID DOCUMENT FOR SALE OF TDR	10
	1	Introduction	10
	2	Eligibility/ Prerequisites of the Bidder	11
	3	Clarification and Amendment of Bid Documents	12
	4	Proposal Submission by Bidders	12
	5	Earnest Money Deposit (EMD) and Tender Fee	12
	6	Payment Terms	13
	7	No Obligation Clause	14
	8	Terms & Conditions	14
	9	Procedure for submitting Bid	17
	10	Guidelines for submitting Bid	20
	11	Evaluation of Bid	22
	12	Validity of the Bid & Earnest Money Deposit (EMD)	23
	13	Extension of validity of the Bid	23
	14	Interpretation	23
	15	Reservations	23
	16	Force Majeure	23
	17	Confidentiality	24
	18	Dispute Resolution	24
	19	Governing Law and Jurisdiction	25
	20	Implementation of Integrity Pact in NTC	25
	21	Definitive Documentation for Sale	26
	22	Consultant appointed by NTC	26
		Annexure 1 - Integrity Pact	27
		Annexure 2 - Bid Form – A (Details of Bid Cost & EMD)	40
		Annexure 3 - Bid Form – B (Eligibility Proposal)	41
		Annexure 4 - Bid Form – C (Declaration for Initial Price Offer)	43
		Annexure 5 – Proforma for agreement for Transfer/Utilization of TDR	45
		Annexure 6 – Proforma for Undertaking Cum Indemnity Bond	50
		Annexure 7 – Proforma for agreement for sale of T.D.R (FSI)	52
		Annexure 8– Copy of DRC	60
		Annexure 9 – Important Instructions for E Tender Cum E Auction Process	61

NATIONAL TEXTILE CORPORATION LIMITED
(A Govt. of India Undertaking)
CIN No: U74899DL1968GOI004866
NTC House 15 N. M. Marg Ballard Estate Mumbai - 400001
Phone : 022-22686600
Fax : 022-22686631
Website: www.ntcltd.org

E-TENDER CUM E-AUCTION NOTICE FOR

SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDR)

NTC Ltd. is in possession of Clear and Marketable Transferable Development Right certificate (TDR) of 1,30,720.04 Sq Mts. received from MCGM.

The details of the said TDR is as under:

Name of Property from where TDR is generated	City Survey No.	Division	Total Area as per DRC	Quantum of TDR Offered in this Tender
Freehold land of India United Mill No. 6 (Dye Works), Veer Savarkar Road, Dadar (West), Mumbai – 400 028.	Final Plot No. 1163 TPS IV	Mahim	1,30,720.04 Sq. Mts. (14,07,070.50 Sq. Ft.) Folio No. TDR/WS/ES/CITY/WARD G/N-12 / I	50,000 Sq. Ft.

(ASR 2016-17/Village & Zone 17/land 117/Open land rate 128900/-per Sq. Mtr)

NTC Ltd. intends to sell the above mentioned TDR for 50,000 Sq. Ft through E-Tender Cum E-auction to be conducted by MSTC.

Interested parties may visit NTC's website – www.ntcltd.org under TENDERS or www.mstcecommerce.com for detailed tender document. Last date of tender submission is 15.06.2023 upto 3.00 pm. Technical bids will be opened on 15.06.2023 at 4.00 pm. Financial Bids for Initial Price Offer (IPO) will be opened on 22.06.2023 at 11.00 am. E-Auction will be conducted amongst technically qualified and shortlisted bidders on 23.06.2023 at 12.00 pm.

Pre-bid meeting will be held as per schedule on 02.06.2023 at 11.00 am.

For any information regarding registration / Bidding process contact Mr Tanmoy Sarkar (DM, MSTC) on 8349894664

Chief General Manager, Task Force
NTC WRO, Mumbai

1. DISCLAIMER

1 Though adequate care has been taken in the preparation of this Bid Document, the Bidder should satisfy himself / themselves that the Document is complete in all respects. Intimation of discrepancy, observed if any, should be given to the office mentioned below immediately.

Chief General Manager, Task Force
National Textile Corporation Limited,
WRO, Ballard Estate - 400001
Email: kg.manojkumar@ntcltd.org

If this office receives no intimation from prospective bidders regarding any clarifications by the date of Pre-Bid meeting, it shall be presumed that the Bidder is satisfied with this Bid Document and it is complete in all respects.

2 Neither NTC nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document nor is it possible for NTC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. NTC recognises the fact that certain prospective Bidders may have a better knowledge of the TDR than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.

3 Neither NTC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document and any other information supplied by or on behalf of NTC or their employees or otherwise arising in any way from the selection process.

4 NTC reserves to itself the right to reject any or all of the Bids submitted in response to this bid document at any stage without assigning any reasons whatsoever.

5 NTC reserves to itself the right to change any or all of the provisions of this Bid Document. Such changes will be intimated to all Bidders participating this Bid Document prior to pre-bid conference through Corrigendum.

2. INSTRUCTIONS TO BIDDERS

Bidder can download the NIT from the website of NTC (www.ntcltd.org) and from MSTC (www.mstcecommerce.com). Prospective bidders are requested to deposit Tender fee amount of INR 10,000/- (Indian Rupees Ten Thousand only) plus Goods and Service Tax (GST) @18% at MSTC. Bidders are also requested to deposit Rs 1,25,00,000/- (Indian Rupees One Crore Twenty Five Lakhs only) as Earnest Money Deposit (EMD) for participation in the tender. The details of the tender fee amount and EMD is required to be uploaded by the bidders as a part of technical document for evaluation by NTC.

The first round of proposal requires submission of:

Part 1: Techno-Commercial Proposal, and

Part 2: Financial Proposal, as per following instructions

1. **Part 1: Techno-commercial Proposal**

   The Techno-commercial Proposal shall comprise of the following:

   Annexure 1 - Integrity Pact

   Annexure 2- BID FORM A (Details of Tender fees and EMD)

   Annexure 3- BID FORM B (Eligibility Proposal)

   Annexure 4- BID FORM C (Declaration of Initial Price Offer- IPO)

2. **Part 2: Financial Proposal**

   2.1. The Financial Bidding shall comprise of: (i) the Initial Offer ; and (ii) the Final Offer. The Initial Offer (in Rs/Sq Ft rate) is required to be submitted in addition with Technical Bid in stage 1 i.e. E-Tender, online in the MSTC tendering portal. It is hereby clarified that the Financial Bid will comprise of two rounds. In the first round the Initial Offer of the Technically Qualified Bidders would be opened and ranked based on descending order for determination of the Qualified Bidders as per clause 9 F. The highest initial offer of the technically qualified bidders or price as decided by NTC will become the Applicable Floor/starting Price for conducting the Forward Auction.

   2.2. The Qualified Bidders shall be eligible to participate in the electronic auction and submit their Final Offer through **Forward Auction** in the MSTC e-tendering portal.

   2.3. The following may please be noted by the bidders:

   i. Bidders already having DSC or already registered in MSTC portal for tendering in any other organization, can use the same for NTC.

   ii. All the documents need to be submitted online through the MSTC portal.

iii. Bidder has to check Corrigendum uploaded against the tender from time to time on MSTC portal as well as NTC's website and resubmit their Bids in case of any change in their offer due to the corrigendum, before the final bid submission date / time.

iv. For Bidders registration or Bid submission, procedure is also available in the MSTC website and the detailed process of registration and bid proposal submission is at Annexure 9.

3. Selection Process: Two Stage, Two Part Bidding

The Bidders shall be required to submit a two-part proposal in Round/ Stage-1 which includes, Part 1: Techno-commercial Proposal and Part 2: Financial Proposal (with Initial Price Offer) as specified in this Tender document. The Bidding Process for the sale of TDR shall comprise of the following two stages or rounds (called "**Bidding Process**"):

i. **First Round** – E- Tender (Techno-commercial Proposal and Financial Proposal with IPO), and

ii. **Second Round**- E - Auction (Online forward Bidding to identify the Successful Bidder).

3.1 First round of Bidding Process

a) In the first round, the Bidder shall be required to submit following

i. Techno-commercial Proposal as per the formats provided in the NIT and

ii. Initial Price Offer (IPO)

b) Techno-commercial Proposal as well as IPO in First Round of Bidding Process shall be submitted in online mode at the e-tendering portal.

c) All the queries related to document submission need to be resolved well in advance of the Bid Due Date. Any issues of the Bidders, after submission deadline shall not be entertained;

3.2 Second round of Bidding Process-Forward Auction

E-auction is the process of inviting binding Final Price Offer(s) from Qualified Bidders through internet for the purpose of determination of the "Successful Bidder". During this process, the Qualified Bidders will be able to submit their Final Price Offer (in Rs per sq ft rate which will be applicable for entire 50,000 Sq Ft TDR) as many times as it wishes. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to MSTC / NTC. The Qualified Bidder will be able to see the prevailing highest Final Price Offer against the lot, but the name of the highest Qualified Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its Final Price Offer over and above the displayed highest bid by a minimum increment of **Rs 10 per sq. feet** to become the highest Qualified -Bidder. The electronic auction process will have a scheduled start and close time which will be displayed on

screen. A Qualified Bidder will be able to put its Final Price Offer after the start of bid time and till the close time of electronic auction. The current server time (IST) will also be displayed on the screen. In the event a Final Price Offer is received during the last 8 (Eight) minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by 8 (Eight) minutes from the last received bid time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till no Final Price Offer is received during a period of 8 (Eight) minutes. Bidders may also use 'Bidder's Guide' link available on login page for the detailed procedure.

4. PREPARATION OF BIDS

A. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

B. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

C. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they must be in PDF format only.

5. SUBMISSION OF BIDS

A. Bidder should log into the site well in advance for bid submission, so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

B. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

C. Bidder has to select the payment option as online/RTGS/NEFT in his MSTC login to pay the Tender Fee & EMD as applicable.

D. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6. ASSISTANCE TO BIDDERS

A. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender document.

B. For any queries regarding e-Tender cum e-auction process, the bidders may contact at address as provided in the tender document. Parallelly for any further queries, the bidders are advised to contact over phone: 022-22682202 or send an e- mail to – **kg.manojkumar@ntcltd.org**

7. PRE – BID MEETING:

A. A Pre- Bid Meeting shall be held through video conferencing at the date and time mentioned in the Bid Schedule. The link will be shared on NTCL website and on MSTC portal. The concerned bidders are requested to present themselves for any clarification on technical as well as financial bid regarding the BID.

B. Only the prospective bidders are required to submit their suggestions/clarifications during the pre-bid meetings. The suggestions received if found reasonable and acceptable, then shall be incorporated as a corrigendum. Management is not bound to accept any or all suggestions so given in the pre-bid meetings. Any suggestions forwarded after the pre-bid meetings shall not be entertained at all by the management.

8. GENERAL INSTRUCTIONS:

A. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this bid document may be considered non-responsive and may be liable for rejection.

B. Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive.

C. All communication and information should be provided in writing and in the English language only.

D. All communication and information provided shall be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount

stated in words will be taken as correct.

E. No change in, or supplementary information to a Bid shall be accepted once submitted. However, NTC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by NTC, may be a ground for rejecting the Bid.

F. The Bids shall be evaluated as per the criteria specified in this Bid by the Committee constituted for the purpose.

G. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.

H. NTC reserves the right to reject any or all of the Bids without assigning any reason whatsoever.

I. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. NTC reserves the right to vet and verify any or all information submitted by the Bidder.

J. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by NTC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona fide mistakes may be treated as an exception at the sole discretion of NTC and if NTC is adequately satisfied.

K. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. NTC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

L. NTC shall have the right to accept / reject any offer and no offer from any of the prospects shall be binding on NTC.

M. No private contract / third party rights will be allowed to be created whatsoever.

3. BID DOCUMENT FOR SALE OF TDR

1. Introduction

National Textile Corporation Ltd. (NTC) is a Government of India undertaking under the administrative control of the Ministry of Textiles (MoT), with its Registered Office located at Scope Complex, Core IV, 7 Lodhi Road, New Delhi – 110 003.

NTC intends to sell Transferable Development Rights (TDR) obtained from MCGM in lieu of transferring the land of India United Mill No. 6 to the Government of Maharashtra for the construction of Dr. Babasaheb Ambedkar's memorial. This sale will be conducted through E-tender cum E-auction on the designated portal of MSTC. NTC possesses 1,30,720.04 sq. mts. of Reservation TDR, with a Ready Reckoner Rate of INR 1,28,900 per Sq. mtr. for the year 2016-17, as stated in the Development Rights Certificate (DRC).

The Board of Directors of NTC Ltd. has established a committee, chaired by the Chairman & Managing Director of NTC Ltd., to oversee the TDR sale process. The committee also includes members from MMRDA and the Government of Maharashtra.

Consequently, NTC Ltd. invites unconditional bids through a two-bid system via E-tender cum E-auction for the sale of TDR, as detailed in this tender document.

Details of the TDR

Name of Property from where TDR is generated	City Survey No.	Division	Total Area As per DRC	Quantum of TDR Offered in this tender
Freehold land of India United Mill No. 6 (Dye Works), Veer Savarkar Road, Dadar (West), Mumbai – 400 028.	Final Plot No. 1163 TPS IV	Mahim	1,30,720.04 Sq. Mts. (14,07,070.5 Sq. Ft.) Folio No. TDR/WS/ES/CITY/WARD G/N-12 / I	50,000 Sq. Ft.

(ASR 2016-17/Village & Zone 17/land 117/Open land rate 128900/-per Sq. Mtr)

2. Eligibility/Pre-requisites of the Bidder:

A. The Bidder must be competent to enter into a contract under the Indian Contract Act, 1872. The bidder should submit copies of documents such as PAN Card for individual persons, Shops & Establishment License for proprietors, Registered Partnership Deed Certificate for partnership firms, and Registration Certificate for companies.

B. The Bidder should have a minimum average annual turnover of INR 50 Cr/year in the last 3 consecutive years. Bidders must submit audited Annual Reports/audited balance sheets / profit & loss account statements for the last three financial years (i.e. 2020-21, 2021-22 & 2022-23) to meet this financial criterion or a Certificate from a Chartered Accountant verifying the stated criteria.

C. The bidder must submit a solvency certificate for an amount of Rs. 25 crores issued by a Nationalized/Scheduled Commercial bank. The certificate's issue date should be within 3 months of the Tender's closing date.

D. The bidder must execute an Integrity Pact as per Annexure I.

E. The bidder must submit a notarized affidavit on Rs. 500/- court fee stamp paper stating that they:

i. Have not been declared/adjudged bankrupt/insolvent by any institution, government, or court.

ii. Have not been blacklisted by any government or government departments or other authorities for failing to pay government dues.

iii. Have not been convicted under any law for an offense involving moral turpitude or criminal activities.

iv. Capacity to enter into agreement under the Indian Contract Act, 1872.

F. In case any bidder fails to submit said affidavit or relevant supporting documents, if any, bidder will be disqualified.

The bidder should submit all relevant supporting documents to confirm compliance with the above-specified requirements.

3. Clarification and Amendment of Bid Documents

A. Bidders may request clarification on any clause of the Bid, no later than 05.00 PM on 02.06.2023.

B. All requests for clarification must be sent via email to NTC. NTC will respond by email and send written copies of the response to concerned bidders. If NTC deems it necessary to amend the Bid document as a result of a clarification, it will do so following the appropriate procedure.

C. NTC may amend the Bid document at any time before the submission of proposals by issuing a corrigendum on the NTC's and MSTC website. If the amendment is substantial, NTC may extend the deadline for submission of proposals to allow bidders reasonable time to consider the amendment.

D. During the proposal evaluation process, NTC may seek clarifications from bidders regarding their submitted bids. Bidders are expected to provide the requested clarifications within the specified timeframe. If a bidder fails to provide the requested clarifications, NTC will make appropriate assumptions and proceed with the evaluation.

E. All clarifications and modifications will form an integral part of the Bid document.

4. Proposal Submission by Bidders

Bidders are allowed to submit only one proposal. If a bidder submits or participates in more than one proposal, such proposals will be disqualified.

5. Earnest Money Deposit (EMD) and Tender Fee

A. Bidders must deposit an **Earnest Money Deposit (EMD) of INR 1,25,00,000 (Rupees One Crore Twenty Five Lakhs only)** apart from the **Tender fee of INR 10,000 (Rupees Ten thousand only) plus applicable GST @ 18%**. The payment should be made directly in favor of MSTC using **e-Payment Link--> e-Auction Number and Pre bid EMD in payment** type link available in the buyer log in. Bidder must ensure that challan generated should be of IndusInd Bank WRO. A/c Number is randomly generated. A scanned receipt must be uploaded online as stated in Form A of this Bid Document.

B. Tender Fees will be non- refundable.

C. Bank guarantees will not be accepted as a substitute for EMD, Tender Fees, or processing fee.

D. Non-submission or late submission of EMD & Tender Fees will result in disqualification, and the bid will be rejected summarily.

E. No interest will be payable by NTC on the deposited EMD.

F. EMDs of unsuccessful bidders will be refunded only after the award or cancellation of the Tender. Refunds will be processed through RTGS/NEFT mode within one month of finalization of the bid or after the expiry of the 3 months validity period, whichever is earlier.

G. As per the Gazette of India notification dated March 23, 2012, MSMEs registered under the MSME Act are exempted from EMD deposit. Such parties must submit a self-attested copy of Certificates issued by the concerned authorities. Bidders should specify if they are Micro or Small Enterprises and whether they are owned by SC/ST Entrepreneurs or Women Enterprises.

H. Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and small enterprises as per the Department for MSME are exempted from depositing EMD in Govt. tenders.

I. Any amendments to the Bid will be published as corrigendum on the MSTC's portal and NTC's official website: www.ntcltd.org.

J. EMD may be forfeited by the NTC in the following events:

- **I.** If the proposal is withdrawn during the validity period or any extension agreed upon by the bidder.
- **II.** If the proposal is varied or modified in a manner not acceptable to NTC after the opening of the proposal during the validity period or any extension thereof.
- **III.** If the bidder attempts to influence the evaluation process.
- **IV.** If the successful bidder fails to make the payment within stipulated time schedule.

6. Payment Terms

The successful bidder, or the party to whom the offer for the purchase of TDR is made, must make 100% payment plus applicable GST i.e 18% or as per prevailing rates (The EMD of the successful bidder be adjusted at the time of making the full payment) for the full quantum of TDR i.e 50,000 Sq Ft by NTC within 15 days (fifteen days) from the date of receipt of the offer letter. The payment should be made through NEFT/RTGS or

by a demand draft/pay order drawn on any Nationalized/Scheduled Bank payable at Mumbai, in favor of **"NTC LTD UNIT WESTERN REGION, Account No. 0064002100030987 of Punjab National Bank, Lalbaug, Mumbai (RTGS/NEFT IFSC Code: PUNB0006400)".**

If there is any delay beyond the initial 15-day period, the bidder will be granted an additional 15 days to make the payment, along with an interest charge of 18% p.a. until the payment is made. If the successful bidder fails to make the payment within the 30 days time, their deposited EMD will be forfeited and will be blacklisted to participate in future tenders.

7. No Obligation Clause:

Throughout the process of activities, discussions, exchange of terms, and negotiations, the bidder shall have no authority to obligate the client in any manner unless specifically directed by NTC in writing. The bidder must not make any commitments on behalf of NTC in any manner.

8. Terms and Conditions

A. **Bid Evaluation and Criteria**: The bids shall be evaluated by a committee constituted for this purpose, according to the criteria specified in this bid.
B. **Additional Information:** Any additional information requested subsequently must bear the initials of the authorized signatory and the stamp of the bidding entity on each page of the bid.
C. **Information Accuracy and Misrepresentation:** If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by NTC is found to be incorrect or is a material misrepresentation of facts, the bid will be liable for rejection. Mere clerical errors or bona fide mistakes may be treated as exceptions at the sole discretion of NTC, provided NTC is adequately satisfied.
D. **Bid Submission Method:** Bids submitted by email shall not be entertained and will be rejected.
E. **Quoted Quantity Restrictions:** The quantity quoted or tendered by the bidder(s) should not be more than or less than the prescribed quantity put up for sale.

F. **Right to Reject Bids:** NTC reserves the right to reject any or all offers without assigning any reason. The decision of NTC shall be final and binding on all concerned.

G. **Successful Bidder's Responsibilities:** The successful bidder shall be fully responsible for making all payments (arising from the transaction) to various statutory authorities, including stamp duty, transaction charges, scrutiny fees, cess or development charges, charges for change of user, and use of TDR for non-residential purposes, etc., wherever required. The successful bidder shall also bear all out-of-pocket charges and expenses, including litigation costs (if any), along with professional fees of advocates and solicitors.

H. **DRC and NOC Provision:** NTC already possesses the DRC from MCGM and will provide the successful bidder(s) with NOC or other documentation required to avail the benefit of DRC.

I. **TDR Utilization and Disposal:** Once the TDR is sold to the successful bidder(s), it will be their responsibility to use or dispose off the TDR in the market according to prevailing rules and regulations. NTC will be absolved from any complaints received from any purchaser who buys the TDR from the successful bidder. NTC shall not be responsible for taking back the TDR from the successful bidder(s) or their nominees if they are unable to use it due to non-approval from MCGM or any other reason. Furthermore, NTC will not be a party in case of any dispute arising between the successful bidder(s) and their nominee(s) and/or successful bidder(s) and any intending purchaser who may buy smaller quantity of TDR from the successful bidder(s) and / or successful bidder(s)'s nominee(s) and any intending purchaser who may buy smaller quantity of TDR from the successful bidder(s) or from successful bidder(s)'s nominee(s).

J. **Execution of Necessary Documents:** NTC will sign and execute the necessary papers and documents required by the successful bidder(s) for the sale and transfer of the tendered TDR. However, the authorized officer of NTC will withhold the utilization form until NTC receives full payment for the TDR quantity for which the tender has been accepted and an offer has been made.

K. **TDR Resale:** The successful bidder(s) may resell the TDR in the market to any intending purchaser for any smaller quantity out of the total TDR purchased from

NTC. In such cases, the successful bidder(s) shall be responsible for complying with all MCGM requirements.

L. **Utilization Forms and MCGM Agreements:** The utilization forms (U forms) and MCGM agreements will be executed only after receipt of full payment for the entire quantity of TDR for which tenders are accepted, subject to payment of the entire sum demanded, including any interest due for delayed payment. NTC agrees not to use, sell, or dispose of the TDR agreed under these terms to any other party except the successful bidder(s) within the scope of the agreed terms and conditions.

M. **Agreement Execution and Registration:** The successful bidder(s) must enter into an agreement with NTC within 15 days from the date of payment of the entire consideration, along with any interest (from the date of the award letter), and register it with the appropriate authority as per prevailing acts, rules, regulations, orders, or circulars of respective authorities, at their own cost and expenses, if necessary or as required.

N. **Administrative Expenses for 'U' Form Cancellation:** The bidder(s) must pay NTC Rs. 1,000 per 'U' form as administrative expenses when requesting cancellation of a signed 'U' form and MCGM agreement.

O. **Nominee Obligations:** Once the 'U' form is signed and the MCGM agreement is executed in the name of the bidder(s) or their nominee(s) at the quoted price, it will be obligatory for the bidder(s) to obtain NOC and an undertaking from the nominee(s) for further renewal, cancellation, reissue of the signed 'U' form, and MCGM agreement (if applicable). NTC will not be a party to any commercial transaction between the bidder(s) and their nominee(s); however, the bidder(s) shall oblige the nominee(s) to obtain the TDR benefit for which NTC has signed the 'U' forms and MCGM agreement as per the bidder's request. This clause must be incorporated into the commercial agreement between the successful bidder(s) and their nominee(s).

P. **Disqualification of Defaulters and Blacklisted Organizations:** Defaulters / blacklisted by the State / Central Govt/ PSUs/ Statutory body Organizations are disqualified from participating in this tender process.

Q. **Vetting and Verification of Information:** Mere submission of information does not entitle the bidder to meet an eligibility criterion. NTC reserves the right to vet and verify any or all information submitted by the bidder.

R. **Information Accuracy and Misrepresentation**: If any claim made or information provided by the bidder in the bid or any information provided by the bidder in response to any subsequent query by NTC is found to be incorrect or is a material misrepresentation of facts, the bid will be liable for rejection. Mere clerical errors or bona fide mistakes may be treated as exceptions at the sole discretion of NTC, provided NTC is adequately satisfied.

S. **DRC :** Copy of DRC is enclosed as Annexure -8

T. Bidders or prospects are permitted to submit a bid for purchase of TDR of 50,000 sq. ft. quantity only. No bids for TDR quantity lower or greater than 50,000 sq. ft. are permitted and bidder may be stand disqualification if any deviation from 50,000 sq. ft. of TDR quantity.

9. Procedure for Submitting Bid:

A. **Registration for Online E-Tender cum E-Auction Process**: The Bidders are requested to get registered online with Class-III Digital Signature & generate unique login ID by paying registration fee in the MSTC portal and keep themselves ready for the E-Tender cum E-Auction. Please refer **Annexure 9** for further details.

B. **Bid Submission Deadline:** Bidders must submit their proposals electronically on or before the last date and time mentioned in the Tender Document.

C. **2 Stage Bidding:** NTC will carry out the pilot sale of the TDR through e-tender linked to e-auction.

D. **E-Tender- Proposal Format and Content**: Proposals must be submitted in a two-bid format. Each page of all parts should be page-numbered, and conformance to the eligibility qualifications must be clearly indicated. Proposals should not contain any irrelevant or superfluous documents.

E. **Two-Bid System:** The two bids of the proposal should be submitted as follows:

E Tender

Technical Bid: The technical bid will be opened electronically on the specified date and time given in the NIT and should contain the following documents:

1. Integrity Pact (Refer Annexure 1)

2. Bid Form "A" i.e., "Details of bid cost & EMD Payment" (Refer Annexure 2)
3. Bid Form "B" i.e., "Eligibility Proposal" (Refer Annexure 3)
4. Bid Form "C" i.e., " Declaration for Initial Price Offer (IPO)" (Refer Annexure 4)

Financial Bid: The financial bid (Initial Price Offer, IPO) should be submitted online in the MSTC portal. The financial bid will be opened only for those bidders whose technical bids are found to be technically acceptable by NTCL.

Late Bids: Portal will not accept bids after the closing time of submission of E-Tender.

E-Auction

F. Post review of technical and financial bids received via E-Tendering, NTC will shortlist prospects for next stage of bidding i.e. e-auction. Determination of Qualified Bidders shall be done based on below mentioned methodology:

I. The Technically Qualified Bidders shall be ranked on the basis of the descending initial price offer submitted by them in E Tender. On the basis of such ranking the Technically Qualified Bidders, holding first 50% (fifty per cent) of the ranks (with any fraction rounded off to higher integer) or the top 5 (five) Technically Qualified Bidders, whichever is higher, shall qualify as qualified bidders for participating in the second round of online electronic auction (the "Qualified Bidders"). Intimation shall be restricted only to the Qualified Bidders.

II. Provided that if the number of Technically Qualified Bidders is between 3 (three) and 5 (five), then all the Technically Qualified Bidders shall be considered as Qualified Bidders.

III. Provided further that in the event of identical initial price offers being submitted by 2 (two) or more Technically Qualified Bidders, all such Technically Qualified Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders and in such case, the aforementioned 50% (fifty per cent) shall stand enhanced to the extent of tie occurring within the first 50% (fifty per cent).

IV. Where the total number of Technically Qualified Bidders is less than 3 (three), then no Technically Qualified Bidder shall be considered to be Qualified Bidder and the first attempt of auction shall be annulled.

V. The e-auction process shall be annulled if none of the Qualified Bidders submits a Final Price Offer on the online electronic auction platform. In case the e-auction process is annulled due to non-submission of at least 1 (one) Final Price Offer on the electronic auction platform, the EMD of all such Qualified Bidders who have submitted the highest initial price offer i.e. the applicable Floor Price for the second round of e-auction, shall be forfeited.

G. The bidder must have a (DSC) Digital Signature Certificate of Class-III. Without DSC, bidders will not be able to participate in the auction.

Note: Interested applicants are requested to take early step for obtaining DSC to avoid last minute rush / dislocation.

H. Other Requirements and Process:

a. The applicants who had already registered may renew their registration within time to participate in the e-auction. Registration charge(s) and Auction participation charge(s) are to be done/ paid through online payment mode only.

b. The bidder who quotes the highest bid amount in the e auction shall be declared as the "Successful bidder".

c. The bidding parameter for selection of the Successful Bidder, would be the Highest Price Offered by the Bidder (in INR) in the E-Auction.

d. **Bid Start Price:** The bidding will be conducted in Indian Rupees (INR) only. The bidders must quote the rates in Rs per Sq Ft of TDR. The bid will trigger off from the highest bid received in the E-tendering process or the base price decided by NTC.

e. **Incremental value:** Incremental Value for this auction is **Rs.10/- (Rupees Ten only) per Sq Ft.** Minimum Bid increment shall be available to the Bidders at the start of the auction. The bidder can bid higher than the Highest Bid (H1 Price) at any point of time in the auction by multiples of the minimum Bid increment. The minimum incremental value shall be displayed on the bidding screen of all participating bidders. The software will not accept any bid other than the multiple of incremental value.

f. **H1 Price:** It is the highest value placed in the bid at any point of time during the auction for the TDR. It will be visible to all the bidders on the screen and the bidders can bid an amount of **"H1 price+ (plus) incremental value or in multiples of incremental value"** only.

g. **Successful Bidder:** At the end of the forward auction, NTC shall decide upon the winner based on the highest bid placed for the offered TDR under auction and subsequent acceptance by NTC. In this regard, the decision of NTC shall be final & binding on all the bidders.

h. The bids will be taken as an offer to purchase the TDR as per terms & conditions attached with the Auction. Bids once made by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.

i. NTC reserves rights to cancel the highest bid in any condition; whatsoever. The Notice for such cancellation shall be duly notified on the e-Auction portal

j. Contact for other queries (Time: 10.30 Hours to 17.00 Hours on working days):
   1) S. Satpute (DM- Materials)- Mob No 8692823337
   2) Abhishek Kumar Singh (Manager- Asset Management) – Mob No 9816313188

10. Guidelines for Submitting Bid:

A. Online Bid Submission for E-tender: Bidders must submit their bids to MSTC portal through the online mode. All commercial terms and conditions must be agreed upon online, and supporting documents should be uploaded as necessary. Hard copies of the documents are not required. If needed, bidders may be asked to present the original documents to the Tender Committee for verification purposes only.

B. Bids submitted via email etc. will not be accepted and will be rejected.

C. Guidelines towards e-auction will be shared with shortlisted bidders.

D. Schedule for submission of bid:

E-TENDER Cum E AUCTION No./EVENT No.	MSTC/WRO/NATIONAL TEXTILE CORPORATIONLTD/1/BALLARD ESTATE/23-24/
MODE OF TENDER	E-Tender Cum E Auction System The intending bidders are required to submit their offer online through this e-tendering portal (https://www.mstcecommerce.com) Physical tender is not acceptable by NTCL. After opening of Financial bids, E auction will be carried out.
Date of publication and availability of NIT to the bidders for downloading of e-Tender in https://www.mstcecommerce.com & www.ntcltd.org	23-05-2023
Pre-Bid Meeting (through Video Conferencing, a link will be shared on NTCL website www.ntcltd.org , www.mstcecommerce.com	02-06-2023 at 11.00 hrs
Date of Starting of e-Tender for submission of Online Technical & Financial bids at https://www.mstcecommerce.com	04-06-2023 at 11:00 hrs
Date of closing of Online e-tender for submission of Technical & Financial bids at https://www.mstcecommerce.com	15-06-2023 at 15:00 hrs
Date & time of opening of Technical bids	15-06-2023 at 16:00 hrs
Date & time of opening of Financial bids	22-06-2023 at 11:00 hrs
Intimation to shortlisted bidders for E-auction	22-06-2023
Opening Date/Time of E-Auction	23-06-2023 at 12:00 hrs
Closing Date & Time of E-Auction	23-06-2023 at 16:00 hrs
Issue of Award Letter to successful bidder	20 days from E-auction.
Payment of entire consideration by	Within 15 days from issue of Award Letter

successful bidder	
Execution of definitive documentation, registration, transaction closure	Within 15 days of payment of entire consideration by successful bidder

11. Evaluation of bids:

The evaluation will be based on the documents submitted as part of the Technical Bid, as stipulated in Eligibility/Pre-requisites of the bidder. The bidder shall be disqualified if they fail to meet any of the criteria mentioned therein.

Submission & Evaluation of Financial Bid - The Financial Bid shall be submitted online through the specified e-portal, which will mention the net consideration offered to NTC in exchange for the TDR. All statutory taxes and other payments connected to the consideration received or any services undertaken for the transfer of the TDR shall be borne by the bidder. However, where necessary, appropriate deductions at source will be made by the NTC and a certificate will be issued to the bidder. The sale will be based on the highest bid price (post e-auction), provided that the rate/amount quoted by the bidder is found reasonable and acceptable by the NTC. Once made, the agreement to sell shall not be altered.

NOTE:

The Technical Bid will be opened and evaluated only after verifying the receipt of the Tender Cost & EMD. After verifying the Tender Cost & EMD, if necessary, additional documents in support of eligibility may be requested from the bidders who have submitted the tender. No price should be quoted in technical bid. Any bidder who quotes the same would be summarily rejected for participating online bidding. Upon determining the eligibility of the bidders who have submitted the tenders, the Financial Proposals of eligible bidders will be opened by the officials and authorities. Technical Bids of bidders who have not paid the Tender Fees & EMD will not be opened, and such tenders will be treated as disqualified. Similarly, the Financial Proposals of bidders who have not qualified for the eligibility criteria will not be opened, and such tenders will also be treated as disqualified.

12. Validity of the bid & Earnest Money Deposit (EMD):

The offer shall remain valid for acceptance by the NTC for a period of 3 months, effective from the date of opening of bids, and shall not be revocable by the bidder during this period. Any revocation contrary to this condition will result in the forfeiture of the EMD paid by such bidder. The EMD will not bear any interest. The payment of EMD by the bidder, as per the procedure stated in this Bid Document, shall not be construed as a guarantee of their eligibility.

13. Extension of validity of bid:

In exceptional circumstances, prior to the expiry of the validity period of bids, the NTC may extend the validity period for a specific duration not exceeding 3 months.

14. Interpretation:

In the event of any dispute or differing opinions regarding the interpretation of the terms of this document or any matters arising from it, such disputes or differences will be conclusively decided by the Chairman & Managing Director of NTC, and their decision shall be binding upon the Bidder.

NTC reserves the right to reject any or all bids, including the highest bid, without providing any reason. Nothing stated herein shall grant any rights to a Bidder or impose any obligations on NTC.

No content within this Bid document is intended to be a legally enforceable representation or promise against NTC.

15. Reservations:

NTC reserves the right to:

i. Reject all tenders received and re-invite offers;

ii. Make marginal, non-substantial modifications to the recitals, conditions, and covenants of the Draft Agreements at any time prior to its execution;

16. Force majeure

NTC shall not be liable for any failure or delay in the execution of the contract due to any cause beyond their control, including fire, floods, strikes, go-slow, lock-out,

closure, pestilence, dissidence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, government actions, commotion, breakdown of machinery, shortage of labor, demands, or otherwise, or any other cause or conditions beyond the control of the aforesaid causes or not, and the existence of such cause or consequence.

17. Confidentiality

It is agreed that at no time or times, shall the parties disclose or make public any technical, marketing, financial, and commercial information with which they become acquainted or of which they become aware during the course of this agreement and tendering process.

18. Dispute resolution

If any dispute(s) arises between parties, these would be resolved in the following ways:

A. Conciliation

The party initiating conciliation shall send a written invitation to the other party to conciliate and proceedings shall commence when the other party accepts the initiation to conciliation. The party receiving the notice of dispute will consider the Notice and respond it in writing within 30 days upon receipt of same. The parties may agree on the name of a sole conciliator or each party may appoint one conciliator. The conciliation shall assist the parties to reach an amicable settlement of their dispute. If, the parties sign the settlement agreement, it shall be final and binding on the parties. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. If the opposite party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of other party, recourse may be taken to the settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as stated in below mentioned sub clause.

B. Arbitration

In case a dispute arises between the NTC and the Bidder, which cannot be settled amicably, the said dispute shall be referred to arbitration. Such disputes shall be

referred to the CMD of NTC, who shall appoint an arbitrator for deciding the dispute(s). The Indian Arbitration and Conciliation Act, 1996, and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mumbai. The decision of the arbitrator shall be final and binding upon both parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration, as determined by the arbitrator, shall be borne by the Bidder. However, the expenses incurred by each party in connection with the preparation and presentation shall be borne by the party itself. Arbitration proceedings will be held at Mumbai.

19. Governing law and jurisdiction:

This contract shall be governed by Indian law and shall be subject to the jurisdiction of courts in Mumbai only.

20. Implementation of integrity pact in NTC (as per annexure "1"):

NTC entered into an integrity pact MOU with transparency international. The bidders have to upload the duly signed enclosed proforma as per "Annexure 1" Of integrity pact along with the technical bid. Only those bidders who commit themselves to the integrity pact will be considered competent for participating in the bidding process.

Bidders are requested to go through the implementation of the integrity pact in NTCL, which is attached as an Annexure 1. This E tender cum E auction is hosted on portal www.mstcecommerce.com and our website www.ntcltd.org , along with the copy of the integrity pact, which must be downloaded and submitted duly signed with seal, along with the tender.

The name of the independent external monitor (IEM) is Transparency International India (TII). This tendering process is being monitored by independent external monitors, Smt. Archana Pandey Tiwari, IRS (Retd) Email - ampandey2001@yahoo.com & Shri Sadhu Ram Bansal, Ex-CMD, Corporation Bank, Email - sr.bansal123@gmail.com. If any party is aggrieved, they are free to approach the IEM in terms of the integrity pact.

21. Definitive documentation for sale:

Successful bidders who are issued the award letter by NTCL are liable to pay the net consideration plus GST i.e 18% to NTCL within 15 days of the Award Letter being issued. In case of any delay beyond 15 days, the bidder shall have an additional 15 days to furnish the payment along with interest @18% p.a. until the date of payment. Further, the successful bidder will undertake responsibility to execute the Agreement for Transfer, Indemnity cum Undertaking document and agreement for sale of TDR (Proforma as per Annexure 5, Annexure 6 and Annexure 7 respectively) within a period of 15 days from the receipt of entire consideration. No deviation from the Proforma or Indemnity cum Undertaking document (as per Annexure 5, Annexure 6 and Annexure 7 respectively) will be permitted. The bidder will stand disqualified if the proforma of the Agreement for Transfer is not accepted, with forfeiture of the earnest money deposited.

22. Consultant appointed by NTC

NTC has appointed CBRE South Asia Private Limited ("CBRE") as consultants for sale of TDR. The consultants may be contacted on below mentioned E mail id :

Monang Doshi

Email:
monanmonang.doshi@cbre.com

Anchit Agarwal

Email:
Anchit.agarwal@cbre.com

ANNEXURE - 1

INTEGRITY PACT

Between

National Textile Corporation Limited (NTC) hereinafter referred to as

"The Principal"

and

……hereinafter referred to as

"The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ……The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).
In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c)The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2- Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

   c. The Bidder(s/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure-A.**

   e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure

mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as **Annexure-B.**

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/Contractors as confidential. He reports to the Chairman, NTC.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, NTC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word **'Monitor'** would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of NTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. That a person signing IP shall not approach the courts while representing the matters to IEMS and he/she will await their decision in the matter.

3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

5. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

_____
_____

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place……

Date…….

Witness 1 :
(Name & Address)
_____
_____
_____

Witness 2 :
(Name & Address)
_____
_____
_____

GUIDELEINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS **Annexure A**

1.0 There shall be compulsory registration of agents for all global (Open) Tender and limited Tender. An agent who is not registered with NTC shall apply for registration in the prescribed Application-Form.

1.1 Registered agents will file an authenticated photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreements and giving the status being enjoyed by the agent and the Commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by NTC.

1.2 Wherever Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA.IF ANY.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer.

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agents/representatives be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the sameshall be furnished.

2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents /representatives in India.

2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents/representatives in India, may be paid by NTC in Indian Rupees Only.

2.2 Bidders of Indian Nationality shall furnish the following details in their Offers.

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to Tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price(s), may be paid by NTC in India in equivalent Indian Rupees on satisfactory completing of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents

/representatives in India in Indian Rupees on expiry of 90 Days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NTC. Beside this there would be a penalty of banning business dealing with NTC or damage or payment of a named sum.

****

Guidelines on Banning Business Dealings
Annexure B

1. Introduction

1.1. National Textile Corporation Limited (NTC) deals with Agencies viz parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.

1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of NTC generally provide that NTC shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed agency.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors/bidders; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.

2.5 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

I. "Party / Contractor / Supplier / Bidders" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder' in the context of these guidelines is indicated as 'Agency'.

II. "Unit" shall mean the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

III. "Competent Authority" and 'Appellate Authority' shall mean the following:

a) For NTC Wide Banning

The concerned director shall be the 'Competent Authority' for the purpose of these guidelines. CMD shall be the 'Appellate Authority' in respect of such cases.

b) For Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

Head of the Unit/Head of Finance shall be the 'Competent Authority' for the purpose of these guidelines, in respect of concerned unit/Sub-office/Regional Office. The concerned Executive Director/ Regional Head of the Unit/ Region shall be the 'Appellate Authority' in all such cases.

IV. "Investigating Committee" shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.

V. "Approved Agencies viz Parties / Contractors / Suppliers/Bidders" shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc, who have been pre-qualified by NTC for any tender/contract/bid.

4. Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing their regularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with NTC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

5.2 The order of suspension shall be communicated to all Departmental Heads of NTC and Heads of the Units, which would also be displayed on Intranet, if available. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to NTC so warrants;

6.2 If the Director of a company (other than Govt. company) /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

6.3 If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India.

6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract;

6.6 If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note : The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall normally apply throughout NTC. However, the Competent Authority of the Unit can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of NTC.

7.2 There will be an Investigating Committee in each Unit to be appointed by Head of the Unit for processing the cases of "Banning of Business Dealings". However, for procurement of items /award of contracts at Corporate Office, the committee shall consist of officers not below the rank of Senior Manager from Indenting Division & Finance. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

i) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department as per clause 9.1.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8. **Removal from List of Approved Agencies - Suppliers/ Contractors etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors/Bidders etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of NTC, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers/Contactors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

9.5 Unit wise banning may be done for a period upto six months only and for more than six months banning, it should be pervasive i.e. for all the units. In case of pervasive banning for more than six months i.e. across all the units, it should be done after approval of the Director (Finance) of the corporate office.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal

shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order within 120 days which shall be communicated to the Agency as well as the Competent Authority.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

The concerned unit shall forward the name and details of the Agency (ies) banned to IT&C Division of Corporate Office for displaying the same on the NTC website.

Corrupt, Fraudulent, Collusive or Coercive Practices Policy

1.0 Corrupt, Fraudulent, Collusive or Coercive Practices

It is expected from the Bidders/ suppliers/ contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

a) For the purposes of this provision, the terms set forth below shall mean as under:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value and /or personal satisfaction to influence the action of a public official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(iii) “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and

(iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;

(v) “Integrity Pact” means an agreement called Integrity Pact between the contractor and the Employer shall be signed committing the persons/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s)(IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.

vi) “Independent External Monitor(s) (IEMs)” means the External Monitor(s) appointed by the Employer to oversee the implementation of Integrity Pact

(b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity pact as mentioned above in competing for the contract in question.

(c) The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent

practices, Collusive and Coercive practices or defaulted commitments under integrity pact in competing for, or in executing, a contract.

(d) Banning of Business Dealings: It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:-

i) If the security consideration, including questions of loyalty of the Agency to NTC so warrants;

ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;

iii) If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India or by any other department of GOI.

iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

v) If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract:

vi) If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note : The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

vii) In the transaction where NTC is a seller, the term Purchaser shall be deemed to have been replaced by 'Seller' and vice versa.

The procedure for banning of Business Dealings shall be governed as per NTC's "Guidelines on Banning Business Dealings" as enclosed separately. **(Annexure B).**

****

ANNEXURE - 2

BID FORM –A

NATIONAL TEXTILE CORPORATION LIMITED, (WRO), MUMBAI

DETAILS OF THE BID COST & EMD PAYMENT

Instructions:

(a) Strike out whichever is not applicable.
(b) The applicant should initial all additions and alternations in this form.
(c) Where necessary, information may be furnished on separate sheets, which should be signed, and
(d) All necessary supporting documents required for proving the eligibility, registration and legality should be uploaded.

1. Applicant's full Name / Address (Use block letters) :

Name	
Present Address	
Permanent Address	
Contact Number E mail Id	

2. I/We the Authorized Representative of the above named Bidder:

Sr. No.	Full Name	Designation
1.		
2.		

3. The details of the payment made:

Payment Head	**Amount**	**Details of the payment made**
EMD	Rs. 1,25,00,000 (One Crore Twenty Five Lakhs only)	
Tender Fees	Rs 10,000/- (Plus applicable GST i.e. 18%)= **Rs 11,800/-**	

Date: (Authorized representative's signatures)

Full Name, Designation and the name of the Applicant Bidder.

ANNEXURE - 3

BID FORM - B

NATIONAL TEXTILE CORPORATION LIMITED, (WRO), MUMBAI

ELIGIBILITY PROPOSAL

Instructions:

(a) Strike out whichever is not applicable.
(b) The applicant should initial all additions and alternations in this form.
(c) Where necessary, information may be furnished on separate sheets, which should be signed, and
(d) All necessary supporting documents required for proving the eligibility, registration and legality should be submitted.

1. Applicant's full Name / Address (Use block letters) :

Name	
Present address	
Permanent address	
Contact Number	
E mail Id	

2. I/We the Authorized Representative of the above Named Bidder:

Sr. No.	Full Name	Designation
1.		
2.		

3. The details of our business are as follows:

Nature & Details of business:	
Year of Establishment:	
Registration/License/PAN/GST details :	
Average Annual Turnover of last Three Financial years (Year wise audited)	In Rs. Crores.

1. Following relevant documents are enclosed in support of the above:-

   a) Certificate of the Annual Turnover of the last three financial years issued by a practicing Chartered Accountant. OR

   b) Certified copy of the last three financial years audited statement of accounts and copy of the Income Tax Returns of the last three Assessment Years.

   c) Certified copy of Board Resolution/Authorisation letter for authorized representatives as stated at point 2 above.

   d) Integrity pact

   e) Solvency Certificate for an amount of Rs 25 Cr issued by a Nationalized/Scheduled Commercial Bank.

   f) An affidavit on Rs. 500/- court fee stamp paper duly notarised stating that –
      i) Have not been declared / adjudged as bankrupt / insolvent by any institution or Govt. or by court.

      ii) Have not been blacklisted by Govt. or any other Authority for failure to pay any Govt. dues,

      iii) Have not been convicted under any law for an offense involving moral turpitude or any criminal activities etc.

   Any notice or letter of communication addressed to me/us at the address given below:

   _____
   _____
   _____

   will be deemed a valid and proper notice of intimation to me/us.

2. I/We agree to abide by the decision of the National Textile Corporation Limited regarding my/our eligibility.

(Authorized representative's signatures)

Date: Full Name/Designation/and the name of the Applicant Bidder.

ANNEXURE - 4

BID FORM NO. C

NATIONAL TEXTILE CORPORATION LIMITED, (WRO), MUMBAI

DECLARATION FOR INITIAL PRICE OFFER (IPO)

Instructions:

(a) Strike out whichever is not applicable.
(b) The applicant should initial all additions and alternations in this form.
(c) Where necessary, information may be furnished on separate sheets, which should be signed and
(d) All necessary supporting documents required for proving the eligibility, registration and legality should be uploaded.

1. Applicant's full Name / Address (Use block letters) :

Name	
Present address	
Permanent address	
Contact Number	
E mail Id	

2. I/We the Authorized Representative of the above named Bidder:

Sr. No.	Full Name	Designation
1.		
2.		

desire and hereby make an Initial Price Offer for "**Purchase of TDR**".

3. I am / We are / My/ Our principals are submitting herewith an Initial Price Offer to purchase TDR of 50,000 Sq. ft. (Fifty Thousand square feet) so offered for sale by the NTC out of the **DRC No. TDR/WS/ES/CITY/WARD G/N-12 / I** as per this Tender Document.

4. I/We have submitted my/our Initial Price Offer (IPO) in the MSTC's e-Tendering Portal and willing to participate in the e-Auction Process, if shortlisted by NTC for Purchase of TDR stated above at Sr. No.3.

5. I/We declare that the information stated herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the NTC to revoke at any time acceptance of my/our offer for purchase of TDR.

6. I/We hereby declare that I/we have read and understood the terms & conditions as stated in the Tender document governing the sale of TDR mentioned in the said Tender Document and abide by the decision of the NTC.

(Authorized representative's signatures)

Date:

Full Name, Designation and the Name of the Applicant & the Bidder with its stamp

ANNEXURE – 5

PROFORMA FOR AGREEMENT FOR TRANSFER/UTILISATION OF TDR

XXXXXXXXXX	)	
AS THE CONSTITUTED ATTORNEY OF	)	
XXXXXXXXXXX	)	
XXXXXXXXXXXXXXXX.	)	… **Transferor**

AND

M/S. XXXXXXXXXXXX	)	
XXXXXXXXXXX	)	…**TRANSFEREES**

1. **XXXXX** ("**Transferor**") was the owner of all that piece and parcel of land bearing F. P. No. XXXX (part) of XXXX in G/S Ward, Cadastral Survey NoXXX(part) of XXXX Division, admeasuring about XXXXX square meters in the registration district and sub-district of Bombay ("**said Land/Generating Plot**")

2. By and under Agreement dated XXX executed between the Transferor and Government of Maharashtra ("GoM"), duly registered with the office of the Joint Sub-Registrar of Assurances at Mumbai City – III, under Serial No. XXXXX of 2023 ("**said TDR Assignment Agreement**"), the Landowner has agreed to confirm the rights of the Transferor unto the GoM pertaining to the land to develop a memorial for Dr. Babasaheb Ambedkar

3. Thereafter, GoM/ MCGM has issued a Development Right Certificate dated XXXXX bearing Certificate No. XXXXXX and Folio No. XXXXXXX Phase/ Land ("**said DRC**") for a TDR of XXXX square meters ("**Total TDR**").

4. The Transferor do hereby confirm and agree to transfer the utilization of an area admeasuring **XXXX Sq. Mtrs. (XXXXXX Only)** ("**said TDR**") out of the Total TDR as stipulated in the said DRC to **the Transferees** and **the Transferees** hereby expressly consent and confirm to utilize the **said TDR** for the plans that have been approved for the Transferees in respect of their **Proposed _____ on plot bearing CTS No.XXXXX of Village XXXX, at XXXXX, Mumbai .** under Building Proposal **File No: XXXX** ("**Receiving Plot**").

5. The land rate as per the Annual Statement of Rates of the **Generating Plot** for the year **XXXX** is **Rs. /-** (Rupees Only) per square meter.

6. The land rate as per the Annual Statement of Rates of the Receiving Plot for the year **XXXX**is **Rs. /-** (Rupees Only) per square meter.

Permissible Utilization of TDR/DR on the receiving plot:

= Land Rate of Generating Plot/Land Rate of Receiving Plot x TDR debited from the said DRC

= **Rs.**

= **xXXXX Sq. Mtrs.**

7. It is further confirmed by **the Transferees** that the rights of **the Transferees** are limited and restricted to said TDR admeasuring **XXXX Sq. Mtrs. (XXXXXX. Only**). If any further and/or increase of TDR is made available in respect of the said DRC in any manner whatsoever, then it shall exclusively belong to **the Transferor** provided however if **the Transferees** get incidental benefits of construction such as balcony and/or stilts etc. and/or additional construction thereto on payment of premium such as in respect of lift wells, landing, mid-landings, staircases etc., in accordance with the prevailing Development Control Regulation, **the Transferees** shall be free

and entitled to avail of and use the same provided however, that it does not result in any additional consumption of any TDR of **the Transferor**.

8. The Developer/Transferor has agreed to sell to **the Transferees** the said TDR of **XXXX Sq. Mtrs. (XXXXX Sq. Mtrs. Only)** equivalent to **XXXX** Sq. Ft. **(XXXXX Sq. Ft. Only)** out of the Total TDR as stipulated in the said DRC for the total consideration of **Rs.XXXXXX/- (Rupees XXXXXXX Only) ("said Consideration").** It is also confirmed by **the Transferees** that the deduction of the said TDR from the said DRC will be available only after receipt of the full said Consideration.

9. It has been agreed between the Developer/Transferor and the GoM the Transferor shall be entitled to sell the Total TDR and receive the entire said Consideration in this regard on its own account.

10. All out of pocket costs, charges and expenses including payment towards Stamp Duty and Registration charges in respect of the transfer of the said TDR as well as any other documents in pursuance hereof shall be paid by **the Transferees** alone.

11. It is further agreed and confirmed by **the Transferees** that if Goods and Service Tax (GST) on the transaction is applicable then the same shall be borne and paid by **the Transferees** only and the Transferor shall not be liable to pay any Goods and Service Tax (GST) under any circumstances.

12. It is further agreed that only upon payment of the entire said Consideration including Stamp Duty and Charges for Registration, if applicable against the sale of **XXXXX Sq. Mtrs. (XXXXXX Only)** of the said TDR by **the Transferees**, **the Transferor** shall submit the original said DRC for deduction and issue of No Objection Certificate to debit the said DRC to the extent of **XXXX Sq. Ft. (XXXXX. Only)**

Dated this _____ day of _____, 2023.

SIGNED SEALED AND DELIVERED)

By the within named,)

)

)

as the constituted attorney of)

is being represented by)

Its authorized signatory)

Duly authorized vide Board Resolution)

Dated)

PAN :)

GST :)

In the presence of)

1._____)

2._____)

SIGNED SEALED AND DELIVERED)

By the within named **'TRANSFEREES'**)

M/S.)

PAN No. :)

GST No. :)

In the presence of)

1.)

2.)

BMC Agreement	
DRC No.	
Party Name	
Quantity	

ANNEXURE – 6

PROFORMA FOR UNDERTAKING CUM INDEMNITY BOND

Undertaking Cum Indemnity Bond	
DRC No.	
Party Name	
Quantity	

UNDERTAKING CUM INDEMNITY BOND

I/We **M/s. XXXXX (Purchaser)** having our office at **XXXXXX.** do hereby solemnly state and affirm as under:-

1. That out of Development Right Certificate dated XXXX Certificate No. XXX/XXXXX/Land and Folio No. TDR/SRP/CITY/XXX ase/ Land ("**DRC**"), we have acquired **XXXXX** sq. mtrs**.** of TDR under Agreement for Transfer of TDR dated _____, 2023 executed between ourselves and XXXXXXX

2. Further we have paid **Rs.XXXXX/- (Rupees XXXXXX Only)** towards the stamp duty on Agreement for Transfer of TDR dated _____, 2023 as required under the Maharashtra Stamp Act, 1958, as amended upto date.

3. We hereby undertake to pay additional Stamp Duty, or difference along with penalty as may be demanded by the state government / competent authority on the Agreement for Transfer of TDR in the event the state government / competent authority finds any deficiency in payment of stamp duty amount.

4. We further undertake to indemnify and keep indemnified, the Municipal Commissioner and his successors and its permitted assigns along with all officers and servants of Municipal Corporation of Greater Mumbai against any action claim, charges, costs, disputes, demands and expenses of any nature suffered or incurred for permitting transfer / utilisation of TDR at the **Proposed Residential building on plot bearing CTS No.XXXXXXX/ of Village XXXXi, Mumbai.** approved under building Proposal File No. **XXXXX**, out of DRC and also undertake to reimburse the cost, charges, expenses, suffered or incurred by Municipal Corporation of Greater Mumbai or it's officers and servant immediately on demand.

5. Further. we also undertake to indemnify and keep indemnified the Municipal Commissioner and his successors and its permitted assigns along with all officers and servants of Municipal Corporation of Greater Mumbai against any action, claim, charges, costs, disputes, demands and expenses of any nature suffered or incurred on account of deficient in payment of Stamp Duty under the Maharashtra Stamp Act. 1958 as amended upto the date on Agreement for Transfer of TDR. We undertake to reimburse the cost, charges, expenses suffered or incurred by the Municipal Corporation of Greater Mumbai or its Officers and servants immediately on demand.

We state that this undertaking - cum - Indemnity Bond is binding upon us, our heirs, executors. administrators, successors and assigns and to all the entity who derives title through us.

Dated this _____ day of _____ 2023

SIGNED AND DELIVERED BY the within named)

M/S. XXXXX)

)

Before Me.)

ANNEXURE – 7

PROFORMA FOR AGREEMENT FOR SALE OF T.D.R (FSI)

This Agreement is made at Mumbai on this_____ day of_____ in the Christian Year Two Thousand Twenty Three (hereinafter shall be referred to as "the Agreement" or "this Agreement")

BETWEEN

M/S._____ having its office at_____ hereinafter called **"THE TRANSFEROR"** (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, and permitted assigns) of the **ONE PART.**

AND

M/S._____, having its office at_____ _____ (hereinafter called **"THE TRANSFEREE"** (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include his heirs and successors in title administrators and assigns) of the **OTHER PART.**

WHEREAS:-

a) The Transferor herein hold the Development Right Certificate bearing No. _____ dated_____ **Folio No._____** for an area admeasuring_____ **Sq. Mtrs. (hereinafter referred to as the said DRC).**

b) As per Notification **No. TPS. 1813/3067/CR- 122/MCORP/12/UD-13** issued **by Urban Development Department Mantralaya,** Mumbai 400 032, dated **16th November 2016** contains the following provision which states that:

The Transferrable Development Rights (TDR) generated from any land use zone shall be utilized on any receiving plot irrespective of the land use zone and anywhere in Mumbai City area (island city) and Mumbai Suburban/Extended Suburban area. The equivalent quantum of Transferable Development Rights (TDR) to be permitted on receiving plot shall be governed by the formula given below:-

Formula: X = (Rg/Rr) * Y

Where, X = Permissible Utilisation of TDR/DR in sqm on receiving Plot

Rg = Rate for land in Rs. Per sq.m. as per ASR of generating plots in generating year

Rr = Rate for land in Rs. Per sq.m. as per ASR of receiving plot in generating year

Y = TDR debited from DRC in sq.m.

The Land Rate as per ASR of generating plot for the year 2016-17 is **Rs. _____/- (Rupees _____)** per Sq. Mtr.

The Land Rate as per ASR of receiving plot for the year 2016-17 **is Rs. 1,28,900/- (Rupees One Lakh Twenty Eight Thousand Nine Hundred Only)** per Sq. Mtr. Permissible Utilization of TDR/DR on receiving plot. [The transferee may modify as per the actual identified plot]

= Land Rate of generating plot / Land Rate receiving plot X TDR debited from DRC

c) Accordingly the parties hereto have agreed to execute this Agreement recording the detailed terms, condition and covenants agreed between the parties hereto in respect of sell and transfer **of _____ Sq. Mtrs.** of TDR by the Transferors to the Transferees.

d) The Transferee have approached the Transferor to purchase **_____ square meters (_____ Square Meters Only)** equivalent **to _____square feet (_____ Square Feet)** TDR (FSI) and the Transferor have agreed to sell and transfer to the Transferee **_____ square meters (_____ Square Meters Only)** equivalent to **_____ square feet (_____ Square Feet)** TDR (FSI) at the total consideration of **Rs._____/- (Rupees_____ _____Only**). upon the terms and conditions agreed between the parties hereto.

e) The Transferee hereby agrees to use the said TDR **at Proposed redevelopment of building on plot bearing CTS No**._____ Approved under the Building Proposal File No._____ [Transferee can add multiple plots as required]

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:-

1. The recitals contained herein above shall form an integral and operative part of this agreement, as if the same are set out and incorporated herein verbatim and are to be read as if they are incorporated herein.

2. The Transferor have agreed to sell and transfer to the Transferee and the Transferee have agreed to purchase and acquire from the Transferor the said …….**Sq. Mtrs**. of TDR available under DRC No. dated____ **Folio No.**_____ for the consideration of Rs.____ **(Rupees_____ Only).**

3. The total consideration for the said Transfer of the said T.D.R. of **…….square meters (……..Only)** equivalent to …….. **square feet (…… Square Feet)** which shall be paid by the Transferee to the Transferor as under:-
   a) **Rs**._____ **/- (Rupees _____ Only).** Towards earnest money
   b) **Rs**._____ **/- (Rupees _____ Only).** Towards balance money (the payment and receipt whereof the Holders doth/do hereby admit, and acknowledge and acquit, release and discharge the Utiliser from the same and every part thereof).

4. It is expressly agreed between the parties hereto that all liabilities in respect of the GST on this transaction arising at any time in the future shall be at the entire risk, cost and consequences of the Transferee alone. The Transferee herewith absolve the Transferor and herewith indemnify the Transferor with regards thereto.

5. With respect to the foregoing clauses, the consideration envisaged in clause 2 hereinabove is the net purchase consideration payable by the Transferee to the Transferor towards the said TDR and the

amount of consideration does not include any amount towards GST and/ or any other taxes or levies whatsoever.

6. Upon receipt of full consideration detailed in Clause 3 above, the Transferor agrees to handover the signed Utilisation form/s, BMC Agreements, NOCS, and any other documents required by the Transferee to effectively obtain the transfer/ deduction of the said TDR in their favour.

7. The Transferor hereby declare and confirm that they have observed, performed and complied with obligation under DC Regulation, 1991 and DCPR 2034 so as to make them entitled for the said DRC. The Transferor hereby further declare that they have not dealt with, disposed off, sold or transferred in any manner whatsoever the said _____ Sq. Mtrs. of TDR which Transferor have agreed to sell to the Transferee under this Agreement and that the said TDR is free from all charges, lien or encumbrances of any nature whatsoever.
8. It is specifically agreed by and between the parties hereto that all costs, charges and expenses that may be required to be incurred for processing, transfer and or utilization of the said _____ **Sq. Mtrs.** of TDR shall be borne and paid by the Transferee.
9. The Transferees will be allowed to utilize the said TDR _____ **Sq. Mtrs.** as per the details given by them in the DRC Utilization Form No._____ **for Proposed redevelopment/development of building on plot bearing CTS No._____** _____sanctioned under Building Proposal File No. _____ [Transferee can add multiple plots as required].
10. It is specifically agreed by the Transferor that the Transferee shall have exclusive right on _____ **Sq. Mtrs.** of TDR out of the said DRC upon the payment of the entire consideration amount under these presents and until it is transferred in favour of the Transferee, the Transferor shall act only as custodian of unutilized quantity of TDR out of _____ **Sq. Mtrs.** of TDR. The Transferor hereby further agree to execute Deed of Assignment of TDR, issue Utilization Form and NOC for deduction of TDR from the said DRC as and when requested by the Transferee

11. The Transferor hereby undertake to sign the letters, documents and papers as may be reasonably required by the Transferee or as may be insisted by the planning authority for the transfer of the said _____ **Sq. Mtrs.** of TDR in favour of the Transferee.

12 . It is also the express and essential terms and condition of this Agreement that;

a. The Transferee shall be at liberty to utilize TDR to the extent and limited to the _____ **Sq. Mtrs.** only of TDR and not more.
b. The Transferee shall utilize the said _____ **Sq. Mtrs.** of TDR on any property or any plot as they may deem fit and proper subject to the same being permitted by Municipal Corporation of Greater Mumbai in that respect.
c. The Transferee shall be at liberty to claim from the Municipal Corporation of Greater Mumbai incidental benefit such as not counting area of the balconies and/or the area of the landings, staircase, lift well, Fungible Compensatory FSI and/or any other permissible user which may be allowable by the Municipal Corporation of Greater Mumbai on payment of premium or otherwise while utilizing the said _____**Sq. Mtrs.** of TDR, but which in nut shell shall not mean to the Transferors having agreed to transfer the TDR more than _____ **Sq. Mtrs.** of TDR as agreed to herein.

13 . It is confirmed by the Transferee that the rights of the Transferee are limited and restricted to T.D.R. of _____ **sq. mtrs. (_____ Square Meters Only)** If any further and/or increase of F.S.I. is made available in respect of the said D.R.C in any manner whatsoever, then it shall exclusively belong to the Transferor herein.

14. It is agreed by and between the parties hereto that subject to the Transferee complying with the terms and conditions of this Agreement, the Transferee shall have right to claim transfer of the said _____ **Sq. Mtrs.** of TDR out of the said DRC dated _____ The Transferee hereby specifically confirm that save an except the right to consume and utilize the said _____ **Sq. Mtrs.** of TDR, right, title and interest in respect of the said DRC No. _____**.** dated _____ and no other claim, right, title and interest has been created or intended to be created in favour of the Transferee either on the said property and/or on the said DRC.

15. The Transferor hereby agree not to do or omit to do any act, deed, matter or thing by reason of which M.C.G.M. is entitled to cancel the said DRC in respect of the said TDR and/or as a result of which M.C.G.M can refuse the permission to the Transferee to utilise the said TDR, in accordance with the DCPR 2034 for Greater Mumbai.

16. All notices, intimations, letters, communications etc. to be served on or given to the parties hereto as contemplated by this Agreement shall be deemed to have been duly served by Speed Post A.D. at their address as specified below:-

Transferor: M/S. _____

Address :_____

Transferee: M/S. _____

Address : _____

17. All out of pocket cost, charges and expenses including the Stamp Duty and Registration charges in respect of this Agreement as well as any other document to be executed in pursuance hereof shall be born and paid by the Transferee alone. Each party shall bear and pay the Professional Fees of their respective Advocates and Solicitors.

18. This Agreement may only be amended through written consent of the parties hereto.

19. It is expressly agreed and understood that the material terms and conditions of the transaction between the parties hereto as set out herein above is executed on Rs. 100/- Stamp Paper and final vesting documents are to be executed between the said DRC holder and the Transferee herein. The final document shall be treated as Principal Instrument of which necessary Stamp Duty will be paid as may be adjudicated by the concerned Authority. Stamp Duty and Registration charges shall be paid by the Transferee in whose favour such final vesting document will be executed.

20. The parties undertake to abide by the exclusive jurisdiction of the Courts in Mumbai for the purpose of this Understanding.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]

By the within named, TRANSFEROR]

M/S._____]

In the presence of]

1. _____]

SIGNED SEALED AND DELIVERED]

By the within named TRANSFEREE]

M/S. _____]

PAN : _____]

GST NO.: _____]

In the presence of]

1._____]

RECEIPT

RECEIVED of and from the within named Transferee viz M/S._____ The sum of **Rs. _____/-(Rupees_____**

_____Only). by way _____as per details herein below. on

execution hereof being the part / full payment of consideration against sale of TDR **_____ Sq. Mtrs.** from DRC No. _____ **dated** _____ as per BMC U-Form No. _____ dated **_____.**

Sr. No.	DD. No.	Date	Amt. (Rs.)	Drawn on (Bank) & (Branch)
Total			Rs. _____	

This Agreement is subject to realization of DDs.

I/WE SAY RECEIVED

Municipal Corporation for **Greater Bombay**

Mahapalika marg, fort, Bombay-400 001.

Development Right Certificate

I, Shri. Ajoy Mehta

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

Certify that the person(s) within nemed in this certificate is/are the registered holder(s) of the DEVELOPMENT RIGHT CERTIFICATE issued subject to the provision of regulation No.34 read with appendix VII of the development control regulations for greater Bombay 1991. modified and amended upto date

(1) Location & details of the land surrendered. LAND BEARING F.P.No.1163 TPS IV MAHIM DIVISION MAHIM G|N WARD

(a) Area of the land in Sq. Mts. 48414.83 Sq.Mt.

(b) Land handed over to MCGB/Govt. Vide Possession Receipt No. & Date 25.03.2017

(c) Number and date of order issued by the additional collector and competent authority Urban Land (ceiling and regulation) Act, 1976. N.A.

(d) Number and date of order issued by the Government in case of surplus vacant land N.A.

(2) Zone of land surrendered Residential Zone

(3) Reservation of land surrendered Grand Memorial of Bharat Ratna Dr.Babasaheb Ambedkar

(4) The area where D.R.C. can be utilised. D.R.C. will be allowed to be used as provided under regulation Nos. 10 to 14 of the appendix VII of D.C. regulations for Greater Bombay, 1991 amended upto date

Folio No: Certificate No: No 000933

TDR/~~XXXX~~/CITY/WARD G/N-12/I

Name(s) of the DRC Holder(s) National Textile Corporation Ltd.

ASR 2016-17/Village No. & Zone No./17LAND 117/Open Land Rate = Rs.128900/-per Sq.Mt. (Rs.One Lakh Twenty Eight Thousand Nine Hundred Only)

(48414.83 x 2.5)+ (20% incentive of 48414.83)Sq.Mt.

F.S.I. Credit of built-up area in Sq. Mts. (in figures) 130720.04 Sq.Mt.

(In words) One Lakh Thirty Thousand Seven Hundred Twenty point Zero Four Only.

Given under common seal on this 20th Day of March Year 2017

THIS DRC IS REVALIDATED UP TO 19.03.2027 WITH F.S.I. CREDIT OF 130720.04 SQ. MTR. (One lakh Hirty thousand.... Seven hundred twenty point Zero four sq mt)

Dy Chief Engineer Development Plan - I

MUNICIPAL COMMISSIONER

Municipal Commissioner For Greater Bombay.

ANNEXURE- 9

IMPORTANT INSTRUCTIONS FOR E-TENDER CUM E- AUCTION PROCESS

This is an e-tender event of NTC. The e-tender service provider is MSTC Ltd., Tenderers willing to participate in this tender are required to go through the entire tender document.

	PROCESS OF E-TENDER : **A: REGISTRATION** **(i)** The process involves registration of bidders with MSTC e-tender portal which is free of cost. For this purpose, any willing bidder is required to apply online through the MSTC website www.mstcecommerce.com as a buyer. **(ii)** Only after registration, the bidder(s) can submit his/their bids electronically. Electronic bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess at least Class III signing type digital certificate (Bids will not be recorded without Digital Signature). **(iii)** Any willing bidder not yet in possession of at least Class III signing type digital certificate, would be required to obtain the same at their own cost and arrangement prior to participation in the instant tender. **(iv)** Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. Neither NTC nor MSTC shall be responsible for making such arrangement.
	SPECIAL NOTE: BOTH PRICE BID AND TECHNO-COMMERCIAL BID ARE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com **1)** Bidders are required to register themselves online with www.mstcecommerce.com→ Scrap and Custom Goods→ All General Auctions →Registration →Register as Buyers Filling in details and creating own user-id and password→ Submit. Bidders who are already registered with MSTC for e-tender of NTC, for less than one year need not to register afresh. **2)** Bidders will receive a system generated mail confirming their registration in their e-mail ID which will be provided during filling in the registration form. Bidders are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, bidders are advised to contact NTC, Kolkata/MSTC (before the scheduled time of the e-tender).
	B) System Requirement **i)** Windows 7 & above Operating System **ii)** IE-7 and above Internet browser. **iii)** Signing type digital signature **iv)** JRE software to be downloaded and installed in the system. To enable ALL active X controls (Except Active-X filtering which should be disabled) and disable "use pop up blocker" under Tools →Internet Options→ custom level. The system requirements are as follows:

	• Operating System- Windows 7 and above • Web Browser- Preferred IE 7 and above. • Active-X Controls Should be enabled as follows: Tools =>Internet Options =>Security=>Custom Level => Enable all Active-X Controls (Except Active-X filtering which should be disabled) =>Disable "Use Pop-up Blocker" • Java (Latest is JRE 8 Update 201 – File name Windows X-86Offline) To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied. • Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". • Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". For details, refer to the "Bidder Guide" and a video guide available under "View Video" Link
	(i) Format of Bid: **(A)** Part I Techno-Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. **(B)** Part II Price Bid: Price Bids of only techno-commercially qualified bidders shall be opened electronically. Bidder(s) cannot witness electronic opening of bid since the same is not a public event. **(ii) E-Auction:** Qualified and Shortlisted bidders for E auction will be intimated through E mail and E

	Auction will be conducted as per the Schedule mentioned in the Tender document. **(iii)H1 bidder/Successful Bidder:** Selection of successful bidder will be communicated to the bidder concerned by NTC only after completion of Tender Process and approval of competent authority.
	Note : Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would also be hoisted in the e-tendering portal of M.S.T.C E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website. Unit of Measure (UOM) is indicated in the e-tender. Floor Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
	Submission of on-line bid:
	The bidder(s), who has /have submitted the tender document fees of Rs 10,000/- (plus GST@18%) and EMD of Rs 1,25,00,000/- are only eligible to submit their Techno Commercial Bid and Price Bid through internet in MSTC website www.mstcecommerce.com For Stage II** forward Auctions Click on Forward Auction→ Live Auctions →Selection of the live event→ Placing of Bids **Only after the evaluation of Stage I bidding the forward auction shall take place among shortlisted techno- commercially qualified bidders.
	The bidder should allow to run Java Encryption Applet by clicking on allow whenever the Pop-UP asks to do so. This exercise has to be done immediately after clicking on the Techno-Commercial bid. If this application is not allowed to run as and when prompted, the bidder will not be able to Save/submit their bid and will get the error messages.
	After submission of all mandatory information and uploading of all mandatory documents as mentioned in the Tender, the bidder should click "save" for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled in and then the bidder should click on "save" to record their price bid. Once both the Techno-Commercial bid & Price bid are saved, the bidder can click on the "Submit" button to register their bid.
	Bidder's alertness / duty: All correspondence to the bidder(s) after participation in the tender shall be sent by e-mail only during the process till finalization of tender by NTC. Hence, the bidders are required to ensure that their e-mail ID provided is valid at the stage of their registration with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). In case of successful bidder the communication of Award Letter will be through hard copy.
	Uploading of documents: Bidders are advised to use "Attach Docs" link in the bidding floor to upload documents in document library. Multiple documents can be uploaded. For further assistance, instructions of Vendor Guide are to be followed.

	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his/her automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any. Altered/amended format of document, if uploaded, will not be given any cognizance.
	Price Bid submission: Price shall only be quoted online. A bid without submission of valid online price bid shall not be considered. No off line price bid shall be accepted. Also any document related to Price bid shall not be uploaded / submitted as hard copy during submission of Techno-Commercial bid and uploading/ submission of such document will lead to cancellation of offer.
	E-auction: At the stage of e-auction amongst the techno-commercially qualified bidders, the bidders shall only quote the **per Sq Feet rate** at an increment or multiple thereof as will be allowed in the auction floor.
NOTE: **(a)** A bid can be edited and documents can be uploaded any number of times before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid is submitted by clicking on Final Submission, further editing is not allowed. However, deletion of the bid, followed by resubmission of the bid, with no additional amount of EMD and tender fee, is allowed upto the closing time of the tender. Since replacement of any particular document already uploaded is not allowed by the System, the bidders are strictly advised to delete the entire bid and resubmit a fresh bid containing the revised document and refrain from uploading more than one document for a particular purpose otherwise the consequence of this deviation will be borne by the bidder only.	
(b) After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well within time.	
(c) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of Submission of their bid.	
(d) During the entire e-tender-cum-e-auction process, the bidders will remain completely anonymous to one another and also to everybody else with a view to discourage formation of Cartel. Any such formation will be strictly viewed and the entire Tender may be liable to be cancelled and EMD of the concerned bidders are liable to be forfeited including debarring such bidders from participating in future Tenders of NTC.	
(e) The e-tender floor shall remain open from the date, time & duration as mentioned in the tender document, subject to extension of this duration as defined in this tender document.	
(f) NTC may defer date of auction for any reason. The changed date will be accordingly intimated to the techno commercially qualified bidders by e-mail from NTC/MSTC and hoisting of the same in MSTC website. No request from the bidders for change of such date will be entertained by NTC.	
(g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder.	
(h) NTC reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.	