



Tender Form No.

Shivshahi Punarvasan Prakaalp Limited

(A Company fully owned by Government of Maharashtra)
Griha Nirman Bhavan, 5th Floor, Bandra (EAST)
Mumbai – 400 051.

BID DOCUMENT FOR SALE OF 26,000.00 Sq. Mtr. (Turbhe-Mandale) SLUM TDR generated from S.R.Scheme at Turbhe-Mandale, Mankhurd M/E Ward of SPPL

Last Date: (i) For purchase of blank bid documents from 16/11/2011 to 22/11/2011 between 11.00 A.M. to 5.00 P.M.
(ii) For submission of duly filled-up bids from 17/11/2011 to 23/11/2011 between 2.00 P.M. to 4.30 P.M.

Price : Rs. 3,000 each (Non-refundable)

ISSUED to:
ADDRESS:

Receipt No.

Office of the General Manager (Marketing)
Shivshahi Punarvasan Prakaalp Limited.



Shivshahi Punarvasan Prakalp Limited

(A Company fully owned by Government of Maharashtra)
Griha Nirman Bhavan, 5th Floor, Bandra (EAST)
Mumbai – 400 051.

- Tel. no. 022 26591087/0588, Fax : 022 26590586
- Email. Sppl_mumbai@rediffmail.com ,Website : www.sppl.biz

Tender Form No.

No. SPPL/GM (Mktg)/Sale of TDR/Tender Notice/ / of 2011, Dated:14/11/2011

TENDER NOTICE

NOTICE FOR INVITING BIDS FOR SALE OF SLUM TDR

SHIVSHAHI PUNARVASAN PRAKALP LIMITED (A fully owned State Govt. Company) is **inviting** bids for the sale of 26,000Sq.Mtr. Turbhe-Mandale)TDR generated from its Slum Rehabilitation Scheme at Turbhe-Mandale, Mankhurd in M/ E Ward.

1. The intending bidders are required to purchase the blank bid document from the office of General Manager (Marketing), Shivshahi Punarvasan Prakalp Ltd., 5th Floor, Griha Nirman Bhavan, Bandra (East), Mumbai – 51 on making payment of Rs. 3000/- (Rupees ThreeThousand only) per blank bid document (non-refundable) by Cash / PO / DD in the name of SPPL. The blank bid documents will be available for sale from 16/11/2011 onwards during 11.00 AM to 5.00 PM on all working days. The last date for sale of bid documents is 22/11/2011 upto 5.00 PM.
2. The acceptance of sealed bids will commence from 17/11/2011.
3. The last date of submission of sealed bids is 23/11/2011 upto 4.30 p.m. in the office of the General Manager (Marketing), Shivshahi Punarvasan Prakalp Ltd. The sealed bids shall be opened (if possible) on the same day i.e. on 23/11/2011 at 5.00 p.m. in the presence of intending bidders or their authorized representatives.

NOTE: (i) Shivshahi Punarvasan Prakalp Ltd. reserves the right to reject any or all the offers without assigning any reason thereof and the decision of SPPL will be binding and final in this behalf.

(ii) As per recommendation of the SLUM REHABILITATION AUTHORITY (SRA) for 26000.00 Sq. Mtr. (Turbhe-Mandale) slum TRD vide letter dtd. 17.03.2011 to MCGM for the issual of DRC in favour of SPPL, MCGM has issued DRC (Development Right Certificate) bearing No.SRA/961/Const under Folio No. TDR/SRP/ES/ME-8/Ph-I(pt) to IX (pt)/Const to SPPL on. 05/11/2011 The said DRC is in the possession of SPPL.

Sd/-
General Manager (Mktg.)/SPPL



BID DOCUMENT FOR PURCHASE OF TDR FROM SHIVSHAHI PUNARVASAN PRAKALP LIMITED

PREAMBLE:

Shivshahi Punarvasan Prakalp Limited (A fully owned State Govt. Company) has taken up the construction work of slum rehabilitation scheme at Turbhe-Mandale (M/E Ward). This schemes is approved by Slum Rehabilitation Authority and work is nearing completion. As per the SRA norms SPPL becomes entitled / eligible to get slum TDR (Land or/and construction both) according to the stages / progress of work etc. So far SPPL has sold out 2,66,863 Sq. Mtr. Slum TDR in phases, generated from various S.R. Schemes. In continuation present availability of TDR for sale is as under.

QUANTITY OF TDR:

From **Turbhe-Mandale** – one of the S.R. Schemes, bearing S. No. 80 (pt), CTS No. 6/1 (pt) of Village Mandale at Mankhurd, M-East Ward (The same is free from all encumbrances or lien), at present 26,000.00Sq. Mtr TDR is available for sale.

Shivshahi Punarvasan Prakalp Limited is inviting bids for sale of this TDR **26,000.00 Sq. Mtr. (Turbhe – Mandale)** generated from the scheme Turbhe-Mandale – M/E Ward. The TDR generated from Turbhe-Mandale (i.e. 26,000.00 Sq. Mtr.) is usable at Bandra northwards subject to MCGM policy and norms.

As per recommendation of the Slum Rehabilitation Authority (SRA) to Municipal Corporation of Greater Mumbai, for 26,000 Sq. Mtrs. Slum TDR vide letter dated **17-03-2011** for the issual of DRC in favour of SPPL, MCGM has issued DRC (Development Right Certificate) bearing No. SRA/961/Const under Folio No. TDR/SRP/ES/ME-8/PH-I(pt) to IX(pt)/Const, dtd. 05/11/2011 to SPPL on 05/11/2011. The said DRC is in the possession of SPPL.

1. The intending bidders are required to purchase the blank bid document form the office of General Manager (Marketing), Shivshahi Punarvasan Prakalp Ltd., 5th Floor, Griha Nirman Bhavan, Bandra (East), Mumbai-51 on making payment of Rs. 3000/- (Rupees Three Thousand only) per blank bid document (non-refundable) by Cash / PO / DD in the name of SPPL. The blank bid documents will be available for sale from 16/11/2011 onwards during 11.00 Am to 5.00 PM on all working days. the last date for sale of bid documents is 22/11/2011 upto 5.00 P.M.
2. **The last date of submission of sealed bids is 23/11/2011 upto 4.30 p.m.** in the office of General Manager (Mktg) / SPPL. The sealed bids will be opened on the same day (i.e. on 23/11/2011) at 5.00 p.m. as far as possible, or on any other suitable subsequent date & time under intimation to bidders, in the presence of intending bidders or their authorized representatives who choose to remain present.

3. It is obligatory on the intending bidder/bidders to **apply for a minimum marketable lot of 100.00 Sq. Mtr.** of TDR available for sale from Turbhe-Mandale. If intending bidder applies for less than stipulated prescribed minimum quantity, such tender / tenders will be rejected. The bidder/bidders may quote / apply for TDR over and above minimum quantity, but the quantity quoted should be in multiple of Ten only and the quantity quoted/bided should not be more than the present prescribed quantity put to tender for sale viz 26000 sq.mt.
4. This offer shall remain valid for a period of **30** days from the date of opening of the tender / bids.
5. The intending bidder shall have to submit an **Earnest Money Deposit** in the form of Demand Draft or Pay Order amounting to **10% of bid** amount, **to be calculated multiplying upset price (specified under Clause No. 6)below & quantity quoted by bidder/s**; drawn on any Nationalized / Scheduled Bank, to be drawn **in favour of Shivshahi Punarvasan Prkalp Limited** payable at Mumbai along with the application. Without the applicable EMD the offer shall be considered as invalid and will be rejected outright.
6. The **upset price** for TDR on Down payment basis (within 15 days of Acceptance letter is as under :
Turbhe-Mandale TDR → @ Rs. 27,000/- Per Sq. Mtr.
7. **Mode of Payment of entire TDR price for accepted bids shall be on Down payment basis within 15 days from the date of Acceptance letter.**

In case successful bidder/s applies for the grant of further time for payment, maximum time upto 60 days from the date of Acceptance letter shall be granted with interest @ 16% per annum for **the delayed payment & period**. The payment shall be made by demand draft / pay order drawn on any Nationalized Bank / scheduled Bank in favour of SPPL payable at Mumbai within the stipulated period. If the successful bidder/s fails to make the full payment within the prescribed period the EMD deposited by the successful bidder/s will be forfeited and SPPL shall have right to take appropriate action against the defaulter as per the provisions under “Terms of Payment.”

8. The blank bid document duly signed on all the pages and Earnest Money Deposit shall be submitted in a sealed envelope **marked as No. 1**. The main offer (financial) shall be submitted in the form of a letter in a sealed envelope **marked as No. 2**. The proforma of this letter is enclosed. The intending bidder/bidders must submit the financial offer in the form as specified on page (15) of this document only. Application should be made in prescribed format only; any variation in this form will disqualify the bid.
9. SPPL reserves the right to reject any or all the offers without assigning any reason therefor and the decision of SPPL shall be final and binding on all concerned.

DETAILED TERMS AND CONDITIONS:

(A) TERMS OF PAYMENTS:-

- (1) Bidder has to apply for a **minimum marketable lot of 100.00 Sq. Mtr. of TDR quantity available for sale from Turbhe – Mandale**. If any bidder submits his bid for lesser quantity than the minimum prescribed, the same will not be considered and will stand rejected out-right. The bidder/bidders may quote/apply for TDR over & above the minimum quantity, but the additional quantity so quoted should be in multiple of Ten sq.mt. only and the quantity quoted/bided should not be more than the present prescribed quantity put to tender for sale viz. 26000 sq.mt.
- (2) The bidder will have to pay **Earnest Money Deposit (EMD) amounting to 10% of bid amount calculated by multiplying upset price (specified in Clause No. 6 at pre-page)** and quantity quoted by the bidder/bidders; in the form of Demand Draft or Pay Order of any Nationalized /Scheduled Bank, **drawn in favour of Shivshahi Punarvasan Prakaalp Limited** payable at Mumbai along with the application without which his bid stands out-rightly rejected.
- (3) This EMD will be adjusted at the time of making full payment by the successful bidder/bidders. For unsuccessful bidder/s the EMD shall be refunded **AFTER 7 days** from the date of opening of Tender Bids; on receipt of demand in writing from such bidders. **The EMD will not carry any interest.**

(4) The bidder shall quote rate per square meter of TDR in the form specified on page 15. The bidder shall make **full down payment for entire bid quantity of TDR within 15 days from the date of acceptance of offer.** In case bidder applies for the grant of further time for payment, maximum time upto 60 days from the date of acceptance of offer letter shall be granted with interest @ 16% per annum for the delayed payment & period. The payment shall be made by demand draft / pay order drawn on any Nationalized Bank/schedule Bank in favour of SPPL payable at Mumbai. If the bidder fails to make the full payment within the aforesaid time. EMD deposited by bidder will be forfeited and SPPL shall have full authority to take appropriate action against the defaulter in accordance to the following clause.

(5) If the successful bidder/bidders fails to pay consideration in full; towards the sale of awarded TDR on the due date i.e. as per the agreed and stipulated term/terms, SPPL, after giving 7 days notice in writing after the said due date of payment to the successful bidder/bidders, will have right to terminate the agreement and forfeit the entire amount of EMD and will have freedom to sell all such unsold TDR to any other agency/agencies at appropriate rate and recover the loss caused during this process, if any, from the defaulting bidder, on account of disposal of such unsold TDR, if any, sustained to SPPL due to any reason including variation in price of TDR so sold.

(6) Strictly without prejudice to the above right and remedy available to SPPL, in the event of delay in payment on the due date, the successful bidder shall pay interest @ 16% P.A. for the delayed period (maximum upto 45 days) on the delayed amount to SPPL.

(7) The successful bidder/bidders shall/will have to make all the payments to the various statutory Authorities in respect of **stamp duty**, transaction charges, transfer charges, scrutiny fees, cess or development charges, charges for change of user, use of TDR for non residential purpose etc., if any or wherever required. Also, all out of pocket costs, charges and expenses along with charges and costs of litigation (if any) in respect of this tender or arising in pursuance hereof, as well as in respect of any other documents made in pursuance hereof, shall be borne and paid by the successful bidder/bidders alone, along with the professional fees of Advocate & Solicitors.

(B) METHODOLOGY OF OPERATION:

1. SPPL has already procured DRC (bearing No. SRA / 961 / Construction; dtd. 05/11/2011 from MCGM, for the TDR put to bid (i.e. for 26000 Sq. Mtr.) for which SRA has given recommendation to MCGM vide letter dtd. 17/03/2011 hence, in near future, further NOC or other documentation, if any; in order to avail the benefit of the said DRC will be given by SPPL to successful bidder/bidders.

2. Once the TDR is sold to the successful bidder/bidders it will be the entire responsibility of the bidder/s to use/dispose of the said TDR in the market in any manner he/they likes/ like and for whatever rates he/they desires/desire. Shivshahi Punarvasan Prakalp Limited will be absolved from any complaint received from any purchasers who purchase such TDR from the successful bidder/bidders. This *inter alia* means that if any person / Institution to whom/which the TDR is sold by the successful bidder/bidders, is/are unable to use the same on his land because of non-approval of MCGM or for any other reason, Shivshahi Punarvasan Prakalp Limited shall not take any responsibility or take back the TDR from the successful bidder/bidders or their nominees. Further, SPPL will not be a party in case of any dispute arising between the successful bidder/s & their nominee/s and to avoid such situations it will be mandatory on the part of successful bidder/s to give all necessary information about this term/ dealing procedure of SPPL, before sale of TDR under consideration to any other purchaser.
3. SPPL will sign and execute the necessary papers and documents as may be reasonably required by the successful bidder / bidders in respect of the sale and transfer of the tendered TDR. However, it is specifically stated that the **authorized officer of SPPL will not sign Utilization Form unless SPPL receives the full payment of processing charges by way of PO/DD for the quantity of TDR mentioned in Utilization Form.**

4. The successful bidder/bidders is/are permitted to sell the TDR in the market to any intending purchasers for whatsoever small quantity of the total TDR purchased by him from Shivshahi Punarvasan Prakalp Limited. However, in such cases, it will be responsibility of the successful bidder/bidders to comply with all requirements of MCGM and of any other organization in this regard.
5. The successful bidder/bidders shall have to enter into an agreement, within 8 days from the date of Acceptance letter, with Shivshahi Punarvasan Prakalp Limited and get it registered with the appropriate authority at their own costs and expenses if necessary or as per the requirement.
6. The beneficial use of DRC shall not be allowed to the successful bidder / bidders prior to making full payment to SPPL towards the quantity of TDR awarded / sanctioned by SPPL to him / them.
7. Shivshahi Punarvasan Prakalp Limited reserves the right to offer the quantity of TDR with respect to offers received in such manner that the minimum allotment shall **not be less than 100.00 Sq. Mtr.**

The quantity of TDR shall be allotted to the highest bidder at the quoted rate and for the quoted quantity by him. In case, if balance quantity is left (unsubscribed

quantity after the quoted quantity by highest bidder) the same will be allotted to the next highest bidder as per his quoted rate and for the quoted quantity and so on till the total bid quantity gets exhausted/allotted.

8. Shri P. H. Motkate, Community Development Officer / SPPL failing which Shri V. N. Shinde Assistant Engineer/SPPL shall be authorized officer to sign the DRC related documents / 'U' Forms, Agreements etc. on behalf of Shivshahi Punarvasan Prakaalp Limited either in full or in part as the case may be.

Once 'U' Form is signed & MCGM agreement is executed in the name of any nominee / nominees as per the request of bidder / bidders, it will be obligatory on the part of bidder/bidders to obtain N.O.C. & Undertaking from the said nominee / nominees for further renewal/cancellation / re-issuance of the signed 'U' form and MCGM agreement. SPPL will not be a PARTY for any sort of commercial transaction in between the bidder / bidders & his / their nominee / nominees, however the bidder / bidders shall have to oblige the nominee / nominees for getting the benefit of TDR for which SPPL has signed the 'U' Form & MCGM agreement, as per the request of bidder / bidders.

Also the nominee / nominees, on which name the 'U' Form & MCGM agreement is signed by SPPL, shall have to obtain NOC/ consent from the bidder/bidders on whose

request the said 'U' Form & MCGM agreement is signed, for further re-validation / cancellation / renewal /re-issual of said 'U' Form & MCGM agreement, as SPPL recognized the said nominee / nominees only through the successful bidder / bidders.

This particular clause will have to be inserted / appeared in the commercial agreement in between the successful bidder / bidders and his / their nominee / nominees, if any.

- 9.** Successful Bidder / Bidders shall have to pay such charges per 'U' Form to SPPL as may be decided from time to time towards the administrative expenses of SPPL as and when successful bidder / bidders makes / make request for cancellation of signed 'U' Form and MCGM agreement after issual of consent letter by SPPL to MCGM. The above amount shall be paid by a cheque / DD drawn on any nationalized/Schedule Bank payable at Mumbai in the name of Shivshahi Punarvasan Prakalp Limited.
- 10.** In case of disputes of any sort or differences and questions what-so-ever which may arise pursuant to this tender, or interpretation in any of the above terms and conditions, between the successful bidder / bidders and SPPL; a Committee, comprising MD/SPPL, Jt. MD-SPPL / CEO-SRA and GM (Mktg.) shall be the Appellate Authority and decision of the said Committee shall be final, conclusive and binding on

both the parties. The Committee will give such decision within 30 days from the date of making reference of such dispute to it.

11. Conditional Tender / bid will not be entertained and shall be rejected by SPPL straightway.

12. Defaulter(s) and or blacklisted organization / persons with any Govt. agencies is/are disqualified for participating / filling in bid / tender.

I / we agree and abide.

(Name & Signature)

of Bidder/s

**(Stamp / Seal of Company /
Proprietor, if applicable)**

PRICE-BID (PROFORMA).

(This will be the Price-Bid duly typed on the **letterhead** of the Intending bidder or firm and is to be submitted in sealed **Envelop-2**).

To,
The General Manager (Mktg.)
Shivshahi Punarvasan Prakalp Limited,
s" Floor, Griha Nirman Bhavan,
Bandra (East),
Mumbai-400 051.

Sub: Purchase of TDR of SPPL generated from its Project at
Turbhe-Mandale M/E Ward.

Ref: Advertisement appeared in the Newspaper _____
dated- _____

Sir,

I/We have read the bid document carefully and thoroughly and agree to abide by all the terms and conditions and other details mentioned therein.

I/We make my / our bid as follows:

!!We bid for

_____ Sq.mtr of TDR (i.e. not less than 100.00 Sq.Mtr.) for Turbhe- Mandale scheme
@ Rs. -----per Sq.mtr (In words
Rupees _____ per Sqr. Mtr.) (which is not less
than upset price).

**and will make full down payment within fifteen (15) days time from the
date of issue of Acceptance letter.**

The upset price for TDR is @ Rs 27,000/- Per Sq. Mtr.

Yours faithfully,

Seal of the Firm
(If applicable)

(Signature of the Authorised Person)

Name of Signatory:
(In Block Letters)

Date:
Place: