



**NATIONAL TEXTILE CORPORATION LIMITED
(WESTERN REGION OFFICE)**

TENDER DOCUMENT FOR

**APPOINTMENT OF LICENSED SURVEYORS
FOR TOTAL STATION SURVEY OF BUILDINGS / CHAWL LANDS,
SURVEY OF TREES & ALSO DETAILS OF ROAD FRONTAGE TO BE DONE.**

Last Date for submission of Tender – 25-10-2018 by 14.00 Hrs.

Date for opening of Tender – 25-10-2018 at 16.00 Hrs.

NTC House, 15, Narottam Morarjee Marg, Ballard Estate,

Mumbai – 400 001

Tel – 2268 6600 - Fax 22 – 2268 6631

website - www.ntcltd.org



नेशनल टेक्सटाइल कॉर्पोरेशन लिमिटेड (पश्चिम क्षेत्र)
NATIONAL TEXTILE CORPORATION LIMITED (WESTERN REGION)
(भारत सरकार का उपक्रम)
(A GOVERNMENT OF INDIA UNDERTAKING)

NTC(WRO)/MTLS./2018/

Date : 04-10-2018

TENDER DOCUMENT

Sub : TENDER FOR APPOINTMENT OF SURVEYOR FOR SURVEY OF BUILDING / CHAWL LAND, SURVEY OF TREES & ALSO DETAILS OF ROAD FRONTAGE TO BE DONE.

National Textile Corporation Limited, a Government of India Undertaking, functioning under ambit of the Ministry of Textiles, Govt. of India, invites offers from Licensed Surveyors for survey of Building / Chawls land, Survey of Trees & also details of Road Frontage to be done.

1. List of Chawl Properties of NTC Mills :

Sl. No.	Name of the Mill/Chawl	CS No.	Land Area (Sq. Mtrs.)	Address	No. of Buildings/ Structures	No. of Occupants As Per Mill Record
1	Tata Mills	5	8,434.01	Jagannath Bhatankar Marg, Parel, Mumbai- 400 012.	6	156
2	Kohinoor Mills	712	18,566.19	Naigaum Cross Lane, Naigaum, Mumbai- 400 014.	12	891
3	Mumbai Textile Mills Kawali Compound	456	3,440.89	Senapati Bapat Marg, Lower Parel, Mumbai – 400 013.	8	70
3A	Mumbai Textile Mills Parkarwadi	FP No. 678 to 681 TPS III	3,889.65	Opp. Paradise Cinema, Mahim, Mumbai – 400 016.	8	79
4	Shree Madhusudan Mills	2/787	2,211.55	Pandurang Budhkar Marg, Lower Parel, Mumbai- 400 013.	1	105
5	Digvijay Textile Mills	17	Chawl Situated on Mill's Plot.	Dr. B. R. Ambedkar Marg, Lalbaug, Mumbai – 400 033.	2	102
		827 & 1/827	5,649.71	Dattaram Lad Marg, Kalachowky, Mumbai-400 033.	10	218

Sl. No.	Name of the Mill/Chawl	CS No.	Land Area (Sq. Mtrs.)	Address	No. of Buildings/ Structures	No. of Occupants As Per Mill Record
6	Jam Mfg. Mills	2/52 & 1/53	2,896.00	Dr. B. R. Ambedkar Marg, Lalbaug, Mumbai – 400 012.	3	162
7	India United Mills No.1	84	1,658.00	Dr. B. R. Ambedkar Marg, Parel, Mumbai – 400 012.	2	216
8	Shree Sitaram Mills	72	1,105.16	J. R. Boricha Marg, Chinchpokali, Mumbai – 400 011.	2	23
9	India United Mills No. 3	831	3,890.46	T. B. Kadam Marg, Kalachowky, Mumbai – 400 033.	1	13

2. Eligibility Criteria :

- A. Bidder must be a Licensed Surveyor.**
- B. Bidder should have minimum 3 yrs. experience in the similar field.**
- C. Preferably empaneled with MCGM or on any Govt. Institutions / PSUs.**
- D. Bidder should be registered under GST Act.**

3. Earnest Money Deposit (EMD) :

1. Earnest money of Rs. 5,000/- is required to be paid for each mill separately by way of Demand Draft or Pay order drawn on any Nationalised Scheduled Bank notified by RBI (Excluding Co-Operative/Rural Banks) in favour of “National Textile Corporation Ltd. – Unit Western Region” - Payable at Mumbai along with the tender.
2. Bids without earnest money will not be accepted.
3. EMD of the successful bidder will be adjusted against Security Deposit which will be released after successfully completion of the Contract. No interest shall be paid on any tender deposit/EMD.
4. The EMD of unsuccessful bidders will be returned after completion of process.

4. EMD & Tender Fee concession/exemption for MSME entrepreneurs

For granting the MSMEs necessary concession / exemptions as per Govt. directives, bidders are requested to submit the copies of registration certificates issued by the Concerned Authorities. The bidder has to specify whether they are Micro or Small Enterprises and if so, whether they are owned by SC/ST Entrepreneurs.

5. Implementation of Integrity Pact in NTC

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as annexure. This tender is hosted on our website: www.ntcltd.co.in along with the copy of the Integrity Pact, which may be downloaded and submitted dully signed with seal, along with the tender. "Only those venders / bidders, who commit themselves to Integrity Pact would be considered competent to participate in the bidding process.

The name of the independent External monitors (IEM) is Transparency International India. (TII). This tendering process is being monitored by Independent External Monitor, Shri Ashok Kumar Tripathi, Retired District Judge, at Corporation Office of NTC i.e. (5th floor, Core –IV Scope Complex, 7 Lodhi Road, New Delhi-110003) M. No- 9029020548 / 9911566668, e-mail: atipathi@yahoo.co.in If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact".

6. Cost of Tender Document :

a. Interested bidders may download the tender document from the NTC's website www.ntcltd.org. Rs. 500/- towards cost of tender document through Demand Draft or Pay Order drawn on any Nationalized/ Scheduled Commercial Bank (excluding Co-operative / Rural Banks) notified by RBI must be submitted along with tender. Bank Draft/Pay order to be drawn in the Name of "**National Textile Corporation Ltd., Unit – Western Region**", payable at Mumbai.

Tender without tender cost in form of DD/Pay Order will be considered as invalid tender.

7. Payment of the Professional Charges :

a. 100% Payment will be released after submission of the report to NTC Ltd., (WRO) and approval thereto from Asset Management Department of NTC Ltd., (WRO), Mumbai.

8. Scope of Work will be as under :

- a) To mark all the structures situated within the plots as mentioned in Clause No. 1 above with the list of occupants along with total built-up area & dimensions, occupied area, mode of construction, type of structures along with photographs of the structures in soft and hard copies.
- b) The 5 sets of blue print drawing drawn on the Auto Cad to the scale of 1:500 with copy on CD shall be submitted.
- c) Location of all trees irrespective of size of girth.
- d) Procurement & submission of CTS Plan.

Bidders may visit the site and inspect the properties on any working day between 10.30 a.m. to 4.30 p.m.

9. Submission of Tender :

The Financial Bid and Technical Bid along with Earnest Money Deposit & Tender Cost shall be placed in two separate sealed envelopes in the following manner.

ENVELOPE – I superscribing “TECHNICAL BID FOR APPOINTMENT OF SURVEYOR” containing TECHNICAL BID in **Annexure – “A”** along with the requisite **EMD, Tender Cost and supporting documents** as specified in General Terms & Conditions hereunder.

ENVELOPE – II super scribing “FINANCIAL BID FOR APPOINTMENT OF SURVEYOR” containing **FINANCIAL BID in Annexure – “B”**.

ENVELOPE – I and ENVELOPE – II shall be placed in a single large envelope super scribing as “TENDER FOR APPOINTMENT OF SURVEYOR”.

10. Opening of tender :

- a. Tenders will be opened at NTC Ltd., (WRO), NTC House, 15 Narottam Morarjee Marg, Ballard Estate, Mumbai – 400 001 at 4.00 p.m. on 25-10-2018 by the Tender Opening Committee in presence of the Tenderers who remains present.
- b. The Technical Bids in Envelope –I will be opened first. Upon the verification of the same, the Financial Bids contained in Envelope – II will be opened only if bidders fulfil the criteria as specified in the tender.

11. General Terms and Conditions:

- Quotation through Fax/ Telex / Email / Telegraphic mode will not be accepted.
- Incomplete / Conditional offers are liable to be rejected.
- The rate quoted shall be indicated both in words and figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
- All disputes are subject to Mumbai jurisdiction only.
- All the pages of the Tender Document shall be signed and stamped by the tenderer.
- The Company is not responsible for non-receipt of quotation within the specified date and time due to any reason including postal holidays or delays.
- Lump sum charges (in Indian Rupees) to be quoted for survey / marking of all of the properties. No out of pocket expenses will be paid to the selected party / parties. No conveyance or lodging will be provided by NTC nor will any charges be reimbursed on this account over & above the bid amount.

- GST or any other Taxes applicable should be stated separately in the offer.
- The Pre-Qualification Criteria is as per Sr. No. 2 i.e. Eligibility Criteria.
- The surveyor has to complete the survey and submit the Survey Report, covering all the data as per the Scope of Work, to the Chief General Manager – Region Head, NTC (WRO) within **45 days** from the date of awarding the contract; failing which, the contract shall stand automatically withdrawn without any further notice and no claim from the party whatsoever shall be entertained. The details of the property will be provided to the shortlisted parties.
- Bidders has to submit separate quote for each property. The lowest (L1) bidder/s will be determined on the basis of offers received for each property.
- The surveyor has to submit the soft copies of Survey Report along with hard copies having details for each of the properties separately as per Scope of Work. Survey Report received with short information will be liable to be rejected and in that event no payment will be made to the party.
- The Surveyor shall submit the bill only after the Survey Report is accepted by the Company and the Company shall arrange the payment of Bill thereafter.
- The Company reserves the right to accept or reject any or all offers without assigning any reason.
- Successful Bidder shall execute Non-Disclosure Agreement, as per the format annexed hereto on Stamp Paper.

NATIONAL TEXTILE CORPORATION LIMITED, (WRO), MUMBAI

ANNEXURE "A"

TECHNICAL DETAILS
INFORMATION TO BE FURNISHED BY "LICENSED SURVEYOR"

1	Name of the Bidding Organization/Party	
2	Type of Organization (Individual/Partnership/Company etc.)	
3	Registration details (enclose copy of GST registration certificate)	
4	Present Address	
5	Permanent Address	
6	Present Business	
7	Name of the authorized representative making the offer	
7.1	Designation	
7.2	Address	
7.3	Contact No email Id	
8	Specify the details of Survey done during last 3 Years and attach documentary evidence	
9	Specify the name of Govt. Institution / PSUs with whom empaneled and attach Documentary evidence	
10	Since how many years in this profession	
11	List of Clients of whom similar assignment carried out earlier to be enclosed	
12	Local address for correspondence	
13	Contact Details	Phone- Fax - Mobile- Email -
14	GST Number	
15	Methodology proposed to be adopted	

16	Furnish any other information to justify capabilities for this contact	
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Place :

Date :

Name and signature of the party
with seal and address

THIS NON-DISCLOSURE AGREEMENT is made at Mumbai, India on [_____] day of [_____] , 2018

Between

(A) National Textile Corporation Limited Western Region having its office at NTC House, 15 Narottam Morarjee Marg, Ballard Estate, Mumbai 400 001 hereinafter referred to as “NTC” or “disclosing party”

(B) [insert company name] a company incorporated in [] (registered no. [_____]), and whose registered office is at [_____] hereinafter referred to as “Receiving Party.”

Whereas

NTC is the owners of Confidential Information which they have agreed to disclose to Receiving Party for the Purpose of carrying out survey and [_____] in respect of the immovable property described in the tender Notice No. [_____] on the terms and conditions set out in this Agreement.

The parties hereto agree as follows:

1 Interpretation

In this Agreement:

Confidential Information means any information disclosed (whether before or after the date of this Agreement, in writing, verbally or otherwise and whether directly or indirectly) by or on behalf of the Disclosing Party or an Affiliate of the Disclosing Party to the Receiving Party in connection with the Purpose;

Disclosing Party means the party to this Agreement disclosing the Confidential Information;

Purpose means discussions between the parties in relation to the survey of Building/Chawl land which belongs to the NTC and services and the associated tender exercise;

Receiving Party means the party to this Agreement to whom the Confidential Information is disclosed.

A reference to a person includes a reference to a body corporate, association or partnership and includes that person's successors.

2 Undertakings

Each party undertakes to keep the other party's Confidential Information confidential including, without limitation, taking the measures set out in Clause 3.

In addition, each party undertakes not to use the other party's Confidential Information except for the Purpose, not to disclose, copy, reproduce or distribute the other party's Confidential Information to a third person and to use all reasonable efforts to prevent any such disclosure except as permitted under Clause 4 but in no event less than reasonable security measures and reasonable care.

3 Maintaining confidentiality

Each party shall, in relation to the Confidential Information of the other party, exercise in relation to the Confidential Information no lesser security measures and degree of care than those which it applies to its own confidential information.

4 Disclosure of information

4.1 Each party may disclose the Confidential Information of the other party in the following circumstances:

- (a) with the prior written consent of the other party;
- (b) to its employees, professional advisors, consultants, shareholders, financiers and authorised representatives but only to the extent that disclosure is necessary for the purpose; or
- (c) where disclosure is required by law, by a court of competent jurisdiction, or by another appropriate regulatory and/or planning body, provided that all reasonable steps to prevent such disclosure shall be taken, the disclosure shall be of the minimum amount required, and the Receiving Party consults the Disclosing Party first on the proposed form, timing, nature and purpose of the disclosure with as much prior notice as is practicable in the circumstances.

4.2 The Receiving Party shall inform the Recipient of the terms of this Agreement and shall ensure that the Recipient complies with the terms of this Agreement as if the Recipient were a party to this Agreement.

4.3 The Receiving Party shall at the request of the Disclosing Party and at its own expense take such reasonable steps as the Disclosing Party may require to enforce the obligations of the Recipient under Clause 4.2 including (where necessary) the institution of legal proceedings.

4.4 For the purposes of Clause 4 Recipient means a person to whom any Confidential Information is disclosed pursuant to Clause 4.1(a) or 4.1(b).

5 Exceptions

5.1 This Agreement does not apply to Confidential Information:

- (a) to the extent it is or becomes generally available to the public other than through a breach of this Agreement;
- (b) which the Receiving Party can show by its written or other records was in its lawful possession prior to receipt from the Disclosing Party and which had not previously been obtained from the Disclosing Party or another person under an obligation of confidence;
- (c) which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it; or;
- (d) which has been independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

6 No grant of rights

6.1 No right or licence is granted to either party in relation to the other party's Confidential Information except as expressly set out in this Agreement and the Disclosing Party shall retain all rights, title and interest to its Confidential Information.

6.2 Neither party accepts responsibility for or makes a representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. Neither party is liable to the other party or another person in respect of the Confidential Information or its use.

This Clause will not exclude any liability for, or remedy in respect of, fraudulent misrepresentation,

6.3 Save as expressly set out in this Agreement, neither party shall owe any duty of care to the other party nor any other person.

7 Duration of obligations

The obligations and responsibilities of the parties shall be concluded upon the receiving party submits their report as required under the Tender No.[_____] to the disclosing party under this Agreement.

8 Return or destruction of confidential information

8.1 Each party undertakes within three business days of the receipt of a written request of the other party or on termination of this Agreement, at the option of the other party:

(a) to return to the other party all of the other party's Confidential Information and that part of all documents and other material, plans in its possession, custody or control that bear or incorporate any part of the other party's Confidential Information; or

(b) to destroy by shredding or incineration all of the other party's Confidential Information and that part of all documents and other material in its possession, custody or control which bear or incorporate any part of the other party's Confidential Information and take reasonable steps to expunge all Confidential Information (and any copy that may have been made) from any computer, word processor or other device containing the Confidential Information. Any destruction of Confidential Information will be certified in writing to the other party by an authorised officer supervising it.

9 Announcements

Neither party shall disclose the Purpose or the existence of this Agreement or reveal that discussions are taking place between the parties to another person without the prior written consent of the other party except to the extent that such disclosure is required by law, by a court of competent jurisdiction.

10 General

10.1 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each of the parties.

10.2 Any failure or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of that or of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

- 10.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.
- 10.4 It is acknowledged that damages would not be an adequate remedy for a breach of this Agreement and each party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Any claim for losses under this Agreement shall be restricted to direct loss only and shall not extend to indirect or consequential loss.
- 10.5 If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions.
- 10.6 Each party is acting in this matter as principal and not as an agent or broker for any other person or entity.
- 10.7 This Agreement shall supersede all other confidentiality agreements between the parties relating to the same subject matter.

11 Notices

11.1 A notice or other communication under or in connection with this Agreement shall be in writing, in English and shall be delivered personally or sent by fax or by Email, to the party due to receive the notice or communication at its address set out in this Agreement or another address as specified by that party by written notice to the other.

11.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given, if delivered personally, when left at the address referred to in Clause [_____] and if sent by fax, on completion of its transmission or by Email at the respective address [_____] and [_____].

12 Governing law and jurisdiction

The construction, validity and performance of this Agreement shall be governed by the Indian laws and the parties hereby submit to the non-exclusive jurisdiction of the courts of Mumbai, India.

13 Third Party Rights

A person who is not a party to this Agreement shall have no right under the Agreement to enforce any of its terms.

14 Counterparts

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

Executed by the parties on the date first above written

SIGNED

By [_____]
for and on behalf of NATIONAL TEXTILE CORPORATION LIMITED (WESTERN REGION)

SIGNED

By [_____]
for and on behalf of [_____]

NATIONAL TEXTILE CORPORATION LIMITED, (WRO), MUMBAI**ANNEXURE "B"****PRICE BID****3. List of properties of NTC Mill's Chawls :**

Sl. No	Name of the Mill/Chawl	CS No.	Land Area (Sq. Mtrs)	Address	No. of Building/ Structures	Lump sum fees for survey (in Rs. with % of GST, if any)
1	Tata Mills	5	8434.01	Jagannath Bhatankar Marg. Parel, Mumbai- 400 012.	6	
2	Kohinoor Mills	712	18566.19	Naigaum Cross Lane, Naigaum, Mumbai- 400 014.	12	
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4	Shree Madhusudan Mills	2/787	2211.55	Pandurang Budhkar Marg, Lower Parel, Mumbai- 400 013.	1	
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		827 & 1/827	5649.71	Dattaram Lad Marg, Kalachowky, Mumbai-400 033.	10	

6	Jam Mfg. Mills	2/52 & 1/53	2896.00	Dr. B. R. Ambedkar Marg, Lalbaug, Mumbai- 400 012.	3	
7	India United Mills No.1	84	1658.00	Dr. B. R. Ambedkar Marg, Parel, Mumbai-400 012.	2	
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9	India United Mills No.3	831	3890.46	T. B. Kadam Marg, Kalachowky, Mumbai – 400 033.	1	

Note – Please quote your offer separately for each property and % of GST applicable thereto.

Place :
Date :

Name and signature of the party
with seal and address