

**REQUEST FOR PROPOSAL (RFP) DOCUMENT
(MTNL/Mumbai/DM(L&B-2)/70/2021-11-17/17714/E-Auction-Vasari Hill)**

**ISSUED BY MTNL FOR THE SALE OF LAND PARCEL AT MTNL VASARI HILL, MALAD,
S.NO.413 (PT) PREM NAGAR ROAD,
NEAR AKANSHA BLDG, GOREGAON (WEST), MUMBAI- 400062**

DATED: 18-11-2021

PRIVILEGED AND CONFIDENTIAL

E-Tender followed by E-Auction

Event Ref : MSTC/NRO/MAHANAGAR TELEPHONE NIGAM LIMITED/1/DELHI/21-22/21870

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document or subsequently provided to the Bidders, is subject to the terms and conditions set out in the instant Bid document.

The purpose of this Bid document is to provide the Bidders with information to assist the formulation of their Eligibility and Financial Proposal. This RFP does not purport to contain all the information for all the persons, and it is not possible for MTNL, their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. DIPAM, MTNL, MSTC their employees & representatives or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability, or completeness of the Bid document. This RFP document is not an agreement and is neither an offer nor invitation by MTNL to the prospective Bidders or any other person.

MTNL may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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1. BACKGROUND

- 1.1. **Mahanagar Telephone Nigam Ltd (MTNL)**, is an Indian state-owned telecommunications company (Central Public Sector Enterprise), having its corporate headquarters in 5th Floor, Mahanagar Doorsanchar Sadan, 09, CGO Complex, Lodhi Road, New Delhi - 110003 and regional head office at Mahanagar Telephone Nigam Ltd., Prabhadevi, Mumbai, represented herein by its authorised signatory,
- 1.2. MTNL presently owns a Land Parcel of 1.3652 acres (5,525 sqm) at Vasari Hill, Malad, S.No.413(Pt) Prem Nagar Road, Near Akansha Bldg , Goregaon (West), Mumbai, hereinafter referred to as the “**Said Property**”.
- 1.3. The “Said Property” measuring 1.3652 acres (5,525 sqm) is for Commercial & Residential Land at Vasari Hills, Malad, Mumbai, which is currently vacant in nature.

Property Details:

S. I.	Details	Particulars
1.	Total Area	1.3652 Acres (5,525 sqm)
2.	Approach Road	Single Access Roads with 14 m. Width
3.	Frontage	Multiple Frontage along the road
4.	Shape and visibility	Regular in shape. Excellent visibility from the access road

- 1.3.1. The “Said Property” currently has an encroachment of approximately 502.74 sqm of area in south west side of the site out of total 5,525 sqm (1.3652 acres) and will be handed over to the successful bidder as-is where-is basis. It will be the responsibility of the successful bidder to get the encroached portion vacated.
- 1.4. The **Transaction** MTNL is desirous of selling and transferring to the Successful Bidder, the Said Property, on “as is where is, in present condition as it is and No Complaint basis only” basis (Transaction). In order to give effect to the Transaction, MTNL is keen on identifying the Successful Bidder through an agreed mechanism, i.e., through outright sale of the Said Property from MTNL to such the Successful Bidder , by Bid Process, to be conducted in such manner as indicated further in this bid document (Document).
- 1.5. **Company’s representation** - DIPAM/ MTNL has appointed M/s. Jones Lang LaSalle Property Consultants India Pvt. Ltd. (hereinafter referred to as “JLL”) to represent MTNL to identify prospective buyers for the Said Property.

2. SCHEDULE OF PROPERTY

- 2.1. **Said Property**

- 2.1.1. **Title and ownership.** MTNL is the owner of the Said Property, with legal and marketable title to the Said Property, which is free and clear of any encumbrances. The delivery/ transfer to the Successful Bidder of the Said Property shall be in pursuance to the provisions of this Document and would be provided legal and marketable title thereto of the Said Property, free and clear of any encumbrances.
- 2.1.2. **Use of Said Property.** Maximum area of the land is vacant whereas approx. 502.74 sqmt of land is under encroachment and will be handed over to purchaser as-is where-is basis. It will be responsibility of the purchaser to get the encroached portion vacated.
- 2.1.3. **Permissions and licenses.** It may be relevant to note that to the best of knowledge the Said Property is zoned under public/semi-public use by Mumbai Suburban District (MCGM Planning Authority), supported by land use certificate provided by Municipal Corporation of Greater Mumbai (MCGM).

3. BIDDING PROCESS & BIDDER REGISTRATION

3.1. Bidding Methodology – E-TENDER FOLLOWED BY E-AUCTION

This is a two-stage process. As the name suggests, the 1st stage comprises of the Tender Stage while the second stage is the e-Auction stage. In the Tender stage, the bidders submit their bids in two covers - Technical cover/bid and Price cover/bid. First, the technical bids are opened and thereafter, the price bids of only the technically qualified bidders are opened. The 1st stage is open to all while the 2nd stage of this type of bidding process is limited to only those bidders who qualify in the 1st stage.

3.2. Bid Process –

Tender Stage -

- 1) An e-tender would be published mentioning the details of the property, Pre-Bid Earnest Money Deposit (**EMD**) requirement, start date and time of bidding, close date and time of bidding etc. The date of opening of technical bid will also be mentioned.
- 2) Bidders interested in bidding in the tender will have to complete the registration formalities with MSTC.
- 3) Bidder will also be required to have a class III Digital Signature Certificate (DSC) (Signing and Encryption type).
- 4) In order to participate in the tender, the bidder shall be required to pay a specified EMD amount for each property. This payment has to be done through MSTC e-payment gateway. On receipt of the payment the bidders shall be allowed to participate in the e-tender followed by e-auction.
- 5) Tender Stage - The bids shall have two parts, the technical bid (against which he/she shall also upload required documents) and the financial bid.
- 6) As part of technical bid submission, bidder would be required to submit responses against certain commercial and technical terms and would also be required to upload supporting document. An indicative technical bid format is mentioned in clause 3.3
- 7) Price bid format – Bidders would be required to submit the price bid / Initial Price bid (IPB) in Lump-sum basis for the property. In the tender stage, Bidders would be allowed to bid equal to or greater than the **Floor price**.
- 8) The Technical bid will be opened by the tender committee members formed at the MTNL level (“Tender Committee Members”).
- 9) On the day of technical bid opening, the Tender Committee Members shall first open the technical Bids of all the bidders who have participated by marking their attendance and then downloading the documents uploaded by the bidders. All the technical bids are opened online.
- 10) Subsequently, based on the responses submitted by the bidders and supporting documents uploaded by the bidders, technical evaluation will be done by the Tender Committee Members to determine the technically qualified bidders.
- 11) A notice mentioning the tentative date of price bid opening and the subsequent e-auction will then be published online.

- 12) Since the bidding process is a two-stage process comprising of a tendering stage and auctioning stage, the price bid opening is not done in public.
- 13) Price bid of only the technically qualified bidders will be opened.
*CPSE – MTNL

Auction Stage:

- 14) The highest bid received in the tender stage (“**Starting Auction Price**”) will serve as the starting price in the next stage i.e. e-auction bidding. This is the 1st time the eligible bidders are shown the highest initial price bid received in the tender stage.
- 15) At the start of the auction, bidders are shown the Starting Auction Price which incidentally is the H1-price received in the tender.
- 16) Bidders would be required to bid greater than the ‘Starting Auction Price’. Please note that the system would not allow the bidders to bid lower than or equal to the ‘Starting Auction price’.
- 17) Auction will be a single parameter incremental bidding process wherein the bidder would be able to view the last H1 bid or Starting Auction Price.
- 18) The bidders would anonymously increase the bid in multiples of the pre-defined minimum incremental value.
- 19) Initially there is a fix duration say 04 hours for which the auction is scheduled. However, there is a concept of auto-extension whereby the auction is extended by a fixed amount of time i.e. 08 mins, if a valid bid (i.e. bid greater than the prevailing H1 or highest bid) is received in the last 08 minutes of auction closing time.
- 20) This process goes on till no new incremental bid is received within the auto-extension period. After the close of the auction, a final highest bid or ‘Final H1 bid’ will emerge.
- 21) The decision to declare the Final H1 Bid as the successful bid will be however reserved and declared only after the approval by DIPAM.

3.3. Bidders would be required to submit a technical bid during the tender stage. The tentative format of this technical bid would be as mentioned below. In addition to submitting their responses against the various terms mentioned in the said format, bidder would also be required to upload supporting documents.

The format as mentioned below is only indicative and not exhaustive. DIPAM/ MTNL/ MSTC reserve the right to update/ add/ delete/ edit any clause as mentioned in the below table.

S. No	Technical / Commercial Term	Bidders Response (Agree only/ Remark)
1	I/ WE agree to all terms and conditions mentioned in the RFP and its addenda/ corrigenda	AGREE
2	In case the bidder has registered in the category of Institution / Society / Company, documentary proof including latest Annual Report / Memorandum and Articles of Association shall accompany during the registration. (Bidder required to upload the necessary document)	AGREE

3	<p>In case the bidder is bidding as a consortium, please declare the Name of lead member, number of members in such consortium, the contact details of each member and shareholding of each such member. (Please input N/A in case not submitting as consortium)</p>	REMARK
4	<p>Please note a Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the Said Property, all Bids of which it is a part shall be summarily rejected</p>	AGREE
5	<p>In case bidding as a Consortium, the members should have entered into a consortium agreement (CA) (as per Annexure-6) between themselves. One of the members of Consortium need to be nominated as a lead member who should have highest percentage of the equity/ownership stake and such percentage should be at least 26% (twenty six percent) of equity/ownership stake ("Lead Member") to act and represent all the members of the Consortium for the Transaction. All members of the Consortium to hold at least 10% equity/ownership stake in the consortium. A copy of this CA shall be enclosed with the Bid. (Bidder required to upload the necessary document)</p>	AGREE
6	<p>After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid.</p>	AGREE
7	<p>The financial eligibility required to be met by the bidder is minimum average net worth of INR 67.50 Crores during last three (3) financial years in the specified format : Net worth for a Company: Net worth" shall be calculated as the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure, , and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p>	REMARK

	<p>Net worth for a Partnership Firm:</p> <p>“Net worth” shall be calculated as aggregate value of Partners’ Capital, all reserves created out of the profits and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure, and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>Net worth for an Individual:</p> <p>Individual Net worth statement certified by a Chartered Accountant comprising aggregate value of assets and deducting liabilities. (Net worth = Total Assets – Total Liabilities)</p> <p>Net worth for Funds:</p> <p>Net worth shall be considered as committed capital or 0.25 times of assets under management.</p> <p>Net worth for Society and Trust:</p> <p>“Net worth” shall be calculated as aggregate value of capital fund, general and surplus reserves (if any), corpus fund, other current assets after deducting the aggregate value of the accumulated liabilities and provisions for liabilities and miscellaneous expenditure not written off as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p> <p>(Bidder required to upload the necessary documents such as CA Certificate, audited financial statements for last 3 years, balance sheets etc., to support the claim of net worth under each category as applicable)</p>	
8	<p>The Bidders as part of the Financial documents shall submit the audited annual reports of last three years as per Annexure-2. In case of a Consortium, the audited annual reports of each relevant member of the consortium for last three years shall be submitted. If audited annual report for current Financial Year is not yet ready, then the Bidders are required to submit reports for earlier FY and preceding</p>	AGREE

	three years along with an affidavit certifying that annual report for current FY has not been audited so far. In case of individuals, net worth certificate issued by a practicing-chartered accountant for last three financial years is to be submitted.	
9	The Bidders are required to declare source of funding and net worth to MTNL. Individual Net worth statement certified by a Chartered Accountant and in the case of companies, by the statutory auditor shall be required to be submitted for the purpose of calculating the net worth of bidders to demonstrate their financial capabilities. The net worth certificate to be submitted by bidders should clearly establish that the bidders has/ have adequate net-worth at least equivalent to 25% of the Floor Price i.e., INR 67.50 Cr offered in relation to the Said Property for the last three financial years. For the purpose of evaluation of the Consortium, each member's contribution towards the net worth of the Consortium shall be considered in the same ratio of their equity participation in the Consortium, subject to the members meeting the threshold of minimum 10% equity participation in the Consortium.	AGREE

3.4. Bidder registration process –

- 3.4.1. The Prospective Bidders will be required to register themselves with MSTC portal by filling a KYC form.
- 3.4.2. Registration may be possible as individual person, company, LLP/partnerships, society/trusts, and funds such as AIF registered funds in India and PE funds
- 3.4.3. Bidder would be required to submit following KYC document and fee to MSTC to get their login activated.
- 3.4.4. Self-attested Income Tax PAN Card of Individual/Company as applicable.
- 3.4.5. Self-attested Income Tax PAN Card of Authorized Representative, in case of government companies or Ministries/Government Departments only.
- 3.4.6. Self-attested Certificate of Registration, Trust Deed, and an officially valid document in respect of the person holding a power of attorney to transact on its behalf in case of a Trust.
- 3.4.7. Self-attested Resolution of the managing body of such association or body of individuals and an officially valid document in respect of the person holding an attorney to transact on its behalf in case of a Society.
- 3.4.8. Copy of email confirmation letter received from MSTC after successful completion of on-line registration and containing Bidder registration details.

- 3.4.9. Cancelled cheque with account details or RTGS Mandate Form duly filled in and verified by Banker. RTGS mandate is available at <https://www.mstcecommerce.com/auctionhome/RenderFileGeneralAuctions.jsp?file=RTGS-Mandate-Form.pdf>
- 3.4.10. A non-refundable registration fee of Rs 1000/- plus applicable GST has to be deposited for registration.
- 3.4.11. Once the fee is submitted the bidder has to forward these documents and fee details (like UTR number) to MSTC in the mstcnro@mstcindia.co.in and sdsharma@mstcindia.co.in with the subject "Registration for DIPAM Asset Monetization".

4. DEFINITIONS

- 4.1 The word MTNL wherever it appears shall mean Mahanagar Telephone Nigam Limited (MTNL) or its authorized representative.
- 4.2 The word MSTC wherever it appears shall mean MSTC LIMITED, selling agent of MTNL.
- 4.3 **BID:** The term Bid wherever used shall mean the bid submitted by the Bidder in accordance with this RFP and mean and include 'Tender' or similar terms which convey the same meaning.
- 4.4 **BID DOCUMENT** comprises the terms and conditions of the bid, the bid form, the schedule of the property, model letters if any to be submitted and other terms and conditions etc., along with the bid / tender form wherever applicable.
- 4.5 **BIDDER** is the person/entity who submits the Bid for purchase of the Said Property by quoting its price. This may be an individual person/ company/ LLP/ partnerships, society/ trusts, and funds such as PE funds. 'Bidder' shall also mean and include 'Bidder', 'Tenderer' or similar terms which convey the same meaning. The Bidder can be a single entity or a Consortium. It is clarified that a real estate agent as such term is defined under the Real Estate (Regulation and Development) Act, 2016, are not eligible to participate in the Transaction.
- 4.6 **CONSORTIUM** means the consortium of bidders who are bidding as a Bidder acting in concert with each other intending to directly or indirectly participate in the Transaction.
- 4.7 **CONSORTIUM MEMBERS** means the members of the Consortium, formed by the Bidder for purposes of the Transaction in accordance with this RFP and shall include members who have submitted the Format for Consortium Agreement (Annexure 6) specified in the RFP.
- 4.8 **CONSORTIUM SPV** means the SPV to be formed by Consortium Members, as described in the Clause 6.3 of this RFP, in the event it is designated as the Successful Bidder.
- 4.9 **FLOOR PRICE** shall mean the amount of **INR 270.0 Cr** which is the minimum bid price that a Bidder can quote for purchase of the Said Property.
- 4.10 **STARTING AUCTION PRICE** shall mean the highest bid received in the tender stage and will serve as the starting price in the next stage i.e. e-auction bidding.
- 4.11 **AUTHORISED REPRESENTATIVE** is the person authorized by the Bidder to submit the Bid document on his/her/its behalf provided that the Bidder cannot be represented by a real estate agent. Such Authorised Representative may either hold a Power of Attorney or Board Resolution as may be applicable, issued in his/her/its name by the Bidder supported by a specific letter, attesting the signature of the Authorised Representative.
- 4.12 **NET WORTH:** The net-worth shall have the same meaning as provided in S.No. 7 of table under Clause 3.3.
- 4.13 **PROSPECTIVE BIDDER(S)** are all the Bidder(s) who bid for the Said Property in accordance with this RFP either independently or collectively as a Consortium. For avoidance of doubt the term Prospective Bidder will also include collectively all Consortium members and/or the Consortium SPV.
- 4.14 **SHORTLISTED BIDDER(S)** are the Bidders who have been found suitable after the screening by Tender Committee Members and whose initial price bid has been opened in front of the IMG members.

- 4.15 **SUCCESSFUL BIDDER** is the Bidder who has quoted the final H-1 (Highest bid amount) for the property at the e-Auction stage and who has been found suitable after screening by MTNL and Government of India as per their established internal processes.
- 4.16 **SAID PROPERTY** is the land parcel admeasuring 1.3652 (5,525 sqm) acres at Vasari Hill, Malad, S.No.413 (Pt) Prem Nagar Road, Near Akansha Bldg , Goregaon (West), Mumbai.
- 4.17 **ACCEPTANCE DATE** is the date of letter communicating acceptance of the bid by MTNL to the Successful Bidder as the case may be.
- 4.18 **ACCEPTANCE LETTER:** The letter issued by MTNL to the Successful Bidder after screening and evaluation, and approval by Government of India as per its internal processes, accepting the bid made by the said Bidder.
- 4.19 **GOVERNMENTAL AUTHORITY** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, having jurisdiction pursuant to the applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to any activities of MTNL or over Said Property.
- 4.20 **TRANSACTION ADVISOR** shall mean appointed advisor / consultant by DIPAM / MTNL to assist them in works related to bid process management and conclusion of transactions related to the said property. The Transaction Advisor for said property is M/s. JLL India.

5. ELIGIBILITY FOR REGISTRATION WITH MSTC AND PARTICIPATION:

- 5.1. Payments of Sale Consideration are to be made in favor of MTNL through RTGS/NEFT mode only as per instructions issued at the time of issue of Acceptance letter. Payments to be made in favor of MSTC Ltd will be made through RTGS/NEFT mode only. In any case, cheques of any bank and cheque/Bank Drafts issued by Cooperative Banks will not be accepted by MTNL/ MSTC for any payment.
- 5.2. e-Auction bids are invited for Said Property of MTNL on As Is Where Is, in present condition as it is and No Complaint basis only. It would be deemed that by submitting the Bid the bidder has made a complete and careful examination of the Said Property and has satisfied himself/itself of all the relevant and material information in relation to the Said Property. It will also be presumed that buyer has understood that he would have no recourse to MTNL and its appointed official and consultants post transfer of ownership rights of the concerned property.
- 5.3. e-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-Auction catalogue may be treated as (IST) Indian Standard Time only. The rates are to be quoted in Indian Rupees only.
- 5.4. The Bidders who are interested to purchase Said Property through e-Auction should get themselves registered with MSTC as bidder for e-Auctions and submit the required Pre-bid EMD as per the T&C of MSTC.
- 5.5. The Bidders along with the KYC details, is required to submit the financial documents, a certification of Incorporation, a Memorandum of Association and Articles of Association at the time of bidding.
- 5.6. The Bidders as part of the financial documents shall submit the audited annual reports of last three years as per Annexure-2. In case of a Consortium, the audited annual reports of each relevant member of the consortium for last three years shall be submitted. If audited annual report for current Financial Year is not yet ready, then the Bidders are required to submit reports for earlier FY and preceding three years along with an affidavit certifying that annual report for current FY has not been audited so far. In case of individuals, net worth certificates for last three years to be submitted
- 5.7. It is mandatory for the bidders to get their firm/company etc. registered with e-tendering portal of MSTC, i.e. <https://www.mstcecommerce.com/auctionhome/dipamam/index.jsp> to have user ID & password by submitting a non-refundable amount of INR 1000 plus applicable taxes to be paid online. [ELIGIBILITY FOR REGISTRATION WITH MSTC AND PARTICIPATION TO BE SPECIFIED SEPERATELY BY THE PORTAL REPRESENTATIVES]
- 5.8. For participation in this e-Auction, Pre-bid EMDs as per details 7.10 is to be deposited with MSTC before the close of e-Auction as per the procedure below:
- 5.9. Bidders after successful login will access PAY PRE-BID EMD link at their homepage make pre-bid EMD payment through RTGS/NEFT. DO NOT PAY PRE-BID EMD BY EPAYMENT LINK OR THROUGH DD/PO.

6. ELIGIBILITY CRITERIA

6.1. Only individual person, company, LLP/partnerships, society/trusts, and funds such as PE funds who are legally competent to enter into contract are eligible.

Registration as buyer may be in sole or consortium joint names. All correspondence by MTNL shall be made in the name of the Lead member of the consortium). A Bidder registering as a consortium would register in the name of the consortium and fill out the details of the lead member only.

6.2. In the category of Institution / Society / Company, documentary proof including latest Annual Report / Memorandum and Articles of Association/Certificate of Incorporation/ Certificate of Commencement of Business shall accompany during the registration.

6.3. Formation of SPV

6.3.1.If Successful Bidder is a Consortium, the Consortium shall incorporate an investment vehicle (i.e., a Consortium SPV), any time before signing of the Sale Deed. The shareholding of the Consortium SPV on a fully diluted basis shall be the same as the shareholding / equity / ownership stake of the members in the Consortium. For avoidance of doubt, the Consortium SPV shall be allowed to raise further capital, as long as the shareholding pattern of the Consortium SPV remains the same.

6.3.2.Eligibility Criteria is to be satisfied by the Consortium SPV and all members of the Consortium.

6.3.3.Sale Deed is to be signed by the Consortium SPV and all members of Consortium.

6.3.4.Self-Declaration for Security Clearance to be provided by Consortium SPV and all members of Consortium as per Annexure 7.

6.3.5.A Bidder or a member of a Consortium can be a member in only one Consortium. If a Bidder / member participates in more than one Bid for the Said Property, all Bids of which it is a part shall be summarily rejected.

6.3.6.The members of Consortium should have entered into a Consortium Agreement (“CA”) (as per Annexure-6) between themselves. One of the members of Consortium, holding at least 26% share of the equity / ownership stake shall be authorized and nominated as the ‘Lead member’ (“Lead Member”) to act and represent all the members of the Consortium for the Transaction. The Lead Member needs to have more equity stake than other members. All members of the Consortium to hold at least 10% or more equity stake in the consortium. A copy of this CA shall be enclosed with the Bid. All the members of the Consortium will be jointly and severally liable to each other.

6.3.7.After receipt of the Bid, there shall be no change in composition of Consortium (either inclusion of a new member or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid. The Bidders are required to declare source of funding and net worth to MTNL. Individual will have to submit net worth statement certified by a Chartered Accountant and companies will have to submit audited financial statement by the statutory auditor for the purpose of calculating the net worth of bidders to demonstrate their financial capabilities. The net worth certificate / audited financial statements to be submitted by bidders should clearly establish that the bidders has/ have adequate net-worth at least equivalent to 25% of the Floor Price i.e., **INR 67.5 Cr** offered in relation to the Said Property. The bidders

not meeting this criterion shall not be allowed to participate in the bid. For the purpose of evaluation of the net-worth of the Consortium, contribution of the Lead member should be in proportion to the equity /ownership participation as a lead member in the consortium and the sum of net-worth of all the consortium members need to be considered for the purposes of calculation of net-worth of the entire consortium.

Examples of Financial Criteria Assessment in case of 3-member Consortium:

S. No	Member 1	Member 2	Member 3	Remarks
1.	<ul style="list-style-type: none"> Stake in Consortium: 36% Net worth: INR. 100 Crore Consideration of net worth for financial eligibility: $36\% \times 100 = \text{INR } 36 \text{ Cr}$ 	<ul style="list-style-type: none"> Stake in Consortium: 32% Net worth: Rs. 150 Crore Consideration of net worth for financial eligibility: $32\% \times 150 = \text{INR } 48 \text{ Cr}$ 	<ul style="list-style-type: none"> Stake in Consortium: 32% Net worth: Rs. 200 Crore Consideration of net worth for financial eligibility: $32\% \times 200 = \text{INR } 64 \text{ Cr}$ 	<p>Consortium qualifies, as:</p> <p>Clause 3(a):</p> <ul style="list-style-type: none"> All the Members of the Consortium meet minimum proportionate share of the Net worth criteria Proportionate share of member 1 + proportionate share of member 2 + proportionate share of member 3 = INR 148 Cr vis a vis requirement of INR 100.46 Cr

6.4. Any foreign entity participation shall be governed by the laws (including rules, regulations, policy, circulars) issued by the Governmental Authority including but not limited to Foreign Exchange

Management Act, 1999, Foreign Direct Investment Policy(ies), and/or Reserve Bank of India (“**Foreign Investment Laws**”).

- 6.5. The financial eligibility required to be met by the bidder is minimum average annual total Net worth during last three (3) financial years as highlighted in Annexure 2, should be specified as hereunder.

25% of the Floor Price	INR 67.5 Cr
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The format in which the details of gross turnover / net worth to be shared is highlighted in table underneath clause 3.3 (refer to Sl.No.7 of the table) in bid process and bidder registration section

7. SPECIFIC INSTRUCTIONS

- 7.1. This document is being issued for inviting bids from prospective Bidders/ interested parties (“**Prospective Bidder/s**”) to submit their bid for purchasing the Said Property of MTNL.
- 7.2. Prospective Bidders are required to carefully read the contents of the Document and to submit their bid, as well as the information and documents prescribed in this Document.
- 7.3. The details of Said Property displayed under view for the forthcoming auctions on MSTC's e-auction website are tentative and subject to change at the sole discretion of MTNL before the start of e-auction. Bidders should, therefore, download the details of property displayed only under view during live auctions for their record purpose, if required, and bid accordingly.
- 7.4. MSTC could issue addendums to the Terms & Conditions, if any prior to commencement of e-Auction to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original Terms & Conditions.
- 7.5. **Virtual Data Room:** The Prospective Bidders will be provided access to a virtual data room where a copy of all documents relevant to the Said Property be made available for the purpose of undertaking scrutiny, in addition to site visits to view the Said Property in terms of Clause 7.6 below.
- 7.6. **Inspection of Said Property/ e-Auction Date:** The Said Property may be inspected from 28/11/2021 to 03/12/2021 on any working day during office hours in the presence of MTNL Officials/representative of Transaction Advisors. For inspection of Said Property, the name of contact official with their contact details are as mentioned

• **MTNL:**

1. Shri. V.B Randive, DGM (AM), O/o PGM (EB&AM), Mumbai M. 9969001112, Email: dgmam.mbi@gmail.com and dgmam.mbi@mtnl.in
2. Shri. C.B Kalamthekar, Sr. Manager (Land & Bldg), O/o DGM (AM), Mumbai, M: 9869404452, Email : smlandbldg1@gmail.com,
3. Shri. Rajesh Gondane, DGM(GGN), O/o GM (ZONE-4) M. 9869450100, Email: dgmgn@gmail.com;

• **JLL:**

1. Mr. Simon Selvaraj, Email: Simon.Thomas@ap.jll.com; Ph : +91 – 9840068451,
2. Mr. Nishant Kumar, Email: Nishant.Akumar@ap.jll.com; Ph: +91 – 8879035061).

The e-Auction commencement date/ closing date are also as mentioned above. The bidder has to satisfy himself about property in every aspect. The sale of the Said Property is on 'as is where is', 'in present condition as it is' and 'No Complaint Basis' and the Principle of *caveat emptor* will apply. For inspection, the interested Parties (or their Authorized Representative) should produce their Photo ID Card to the Seller or produce a copy of this e-Auction Catalogue downloaded from the Website.

- 7.7. Pre-bid meeting of the Said Property will be scheduled as per the Date Sheet in clause 8.32 of General Instructions section of RFP. Bidders are expected to submit the queries in writing on or before the date as per clause 8.32 to dgmam.mbi@mtnl.in
- 7.8. The Bidders must undertake their respective due diligence (DD) of the Said Property. All costs and expenses associated with the DD shall be borne entirely by the respective Bidders.
- 7.9. **e-Auction Results /Status** : It must be personally seen by the Bidders online through the link Auction Status immediately after closing of e-Auction which will be displayed up to **7 (Seven)** calendar days from the date of Closing of e-Auction (excluding the date of closing of e-Auction).
- 7.10. **Pre-bid EMD:** The Prospective Bidders who wish to bid in this e-Auction should submit pre-bid EMDs (EMD amount **INR 13.5 Cr** online on <https://www.mstcecommerce.com/auctionhome/dipamam/index.jsp> . No interest whatsoever will be paid on this Pre-bid EMD/Security Deposit. The pre-bid EMD of the Successful Bidder will be retained by MSTC as Security Deposit. If MTNL approves the sale, then this non-interest-bearing Security Deposit may be adjusted towards 2nd balance payment to be made by the buyer, .i.e., with [75%] of bid/ sale value to be made as per the Terms and Condition.
- 7.11. The Highest (H-1) bid received in the e-Auction will be under subject to approval by IMG (Inter Ministerial Group) and it will not be binding on the MTNL to sell the Property to the H-1 bidder. The right of acceptance & rejection of the H-1 bid lie entirely with the IMG, and only after approval of H-1 bid by IMG, communication of which will be given by MTNL to MSTC, an Acceptance Letter will be issued to the Successful Bidder by MTNL. In the event of non-acceptance of H1 bid, pre-bid EMD without interest shall be returned to the H1 bidder by MSTC.
- 7.12. If MTNL approves the H-1 Bid, an Acceptance Letter will be issued by MTNL. The Successful Bidder shall be required to deposit 25% of bid/sale value within 15 (fifteen) days from the date of issue of Acceptance letter (including the date of issue) of MTNL, by RTGS/NEFT. Failure to deposit 25% of Bid/Sale value, as specified herein in this clause, shall lead to forfeiture of Security Deposit without further reference to the bidder/buyer. Balance 75% of Bid/Sale value along with other duties/taxes if any, ("**Second Installment**") shall have to be deposited by the buyer within **60 (sixty)** days from the date of issuance of Acceptance Letter (including the date of issue) by MTNL as per instruction given in the Acceptance Letter. Failure to deposit balance 75% of Bid/Sale value by the buyer may lead to forfeiture of Security Deposit as also 25% of Bid/Sale value deposited by the buyer. While making payment towards this balance payment of 75%, buyer may adjust the Pre-bid amount lying as Security Deposit against this property. If the last date of payment is a holiday, the next working day shall be treated as the last date of payment. Notwithstanding anything contained in this Document, in case the H1 Bidder fails to make payment within the timelines prescribed in this sub-clause (I), MTNL shall have the right to dispose off the Said Property at the risk and cost of the bidder and realize the difference, if any from the bidder.
- 7.13. **Default in payment of sale value:** If the Successful Bidder does not pay the entire Second Installment, then such Second Installment can be paid within the period of additional 30 days beyond the 60 days period referred in paragraph 7.12 subject to payment of simple interest at the

rate of 24% per annum to be paid on the amount of Second Instalment for each day of delay beyond aforesaid 60 days period. Such interest amount will be considered to be reasonable pre-estimate of the damages that MTNL will suffer on account of late payment by the H1 bidder. Full Second Instalment needs to be paid in one go and any part-payment will not be accepted during the aforesaid period of additional 30 days. If Second Instalment is not paid during the additional period of 30 days along with aforesaid interest then the Acceptance Letter shall be automatically terminated and the Security Deposit and payments made by the bidder lying in any form with MTNL or MSTC Limited shall automatically stand forfeited without prejudice to the right of MTNL to dispose off the Said Property at the risk and cost of the bidder and realize the difference, if any from the bidder. MTNL/ MSTC shall not bear any responsibility for delay in submission of payment by the bidder/buyer on account of not getting or delay in financial assistance from Banks/financial institutions etc.

- 7.14. **Successful bidder's inability to conclude the transaction** - In the event Successful Bidder is an individual (person) and is unable to complete the sale of the Said Property as per the terms of the e-Auction for any such reason as the death of the person, it shall be the responsibility of his/her legal heir/assignees (successor) to adhere to the terms of e-Auction and complete the sale process in accordance to the e-Auction terms. In case the successor of the Successful Bidder decides to pull out of the transaction, for whatever reason, the Pre-bid EMD and all other further payments made by the bidder (if any) will be forfeited.
- 7.15. After the full payment of Sale Consideration by the Successful Bidder, all the approvals, consents, licenses, permissions required for effectively transferring the Property to the buyer shall be responsibility of the buyer only, provided however, MTNL shall be responsible to provide all the relevant internal approvals/ permissions/ consents on which MTNL has control and necessary authority to Successful Bidder. MTNL India shall execute Sale Deed(s) in favor of the Successful Bidder, provided however, execution costs and formalities including proper documentation and registration shall be sole responsibility of the Successful Bidder and all the expenses including stamp duty implications or other taxes, duties, cess, charges or imposts in relation thereto, including legal expenses shall be borne by the Successful Bidder. The Sale Deed shall be executed on the receipt of entire sale consideration and subject to compliance of all terms and conditions of e-Auction by the buyer. A draft copy of the sale deed is provided to the bidder after successful receipt of entire sale consideration from the bidder. The Successful Bidder will on his own cost arrange to get the property transfer in his name after the payment of Sale Consideration. MTNL would complete the documentation and conveyance in respect of the relevant Property in favor of the Successful Bidder after the payment of Sale Consideration and fulfillment of all other formalities by the buyer. Details of the Transaction, including the rights and obligations of the parties, in relation to the purchase of the Said Property, shall be further detailed in the Sale Deed.
- 7.16. **Force Majeure** :MTNL shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, pandemic, go-slow, lockout, closure, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, terrorism, shortage of labour

acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of MTNL to extend the time of performance on the part of MTNL by such period as may be necessary to enable MTNL to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written. MTNL shall not give any indemnity with respect to the Said Property.

8. GENERAL INSTRUCTIONS

8.1. Sale process of the aforementioned property shall be carried out by MTNL or its Authorized representative as per the terms and conditions mentioned hereunder, in any case they may alter the same, if required, with prior intimation, for best results and best practices.

8.2. **VALIDITY OF BIDS:** All the bids will be valid for 180 (One Hundred Eighty) days from the date of closing of e-Auction, excluding the date of closing. In case the 180th day falls on a holiday or remains closed for MSTC/MTNL, such Bids will be deemed to be automatically extended to be valid up to the next working day of DIPAM. MSTC / MTNL may however request the Bidders to extend the validity of their Bids for a specified additional period.

The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Sale Deed.

8.3. **VALIDITY PERIOD:** The terms and conditions of this RFP and Acceptance Letter shall be valid upto the date of registration of the property in favour of the Successful Bidder/Successful Buyer. **CAUTION IN SUBMISSION OF BID:** The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/MTNL in this regard. Hence, Bidders must be careful to check (the Bid Amount/ No. of 0s / No of Digits/ Unit of Measurement etc.) their bid (if required) before submitting their Bid into the e-Auction by clicking the 'Bid' Button. There is no provision for putting Bids in decimals. During e-Auction, only details will be shown under Said Property on the Auction Floor where Bidders are required to bid. The complete Item details can be seen by the Bidders by clicking on the respective Item hyperlinked and it shall be the responsibility of the Bidders to see the Said Property Details before bidding and no representation / complaint in this regard will be entertained by MSTC / MTNL from the Bidders.

8.4. The Bidder(s) shall have no right to issue any addendum to these Terms and Conditions (General Instructions) to clarify, amend, supplement, or delete any of the conditions, clauses or items stated therein.

8.5. Notwithstanding anything contained in the document, any time before the signing of the Sale Deed, MTNL reserves the right to accept / reject any bid, withdraw from sale, the Said Property offered for sale in full or part thereof prior to or after the acceptance of the bid without specifying any reason thereof. The Bidders confirm and agree that MTNL has the absolute discretion to accept or reject any bid. The Bidders further confirm that they will not be entitled to question the discretion of MTNL

- 8.6. In case of postponement due to exigency, the same will be informed to the bidders through a notification on MTNL website or if such notification is not possible, by affixing a notice to that effect on the Notice Board in the MTNL Office or MSTC website.
- 8.7. Non-resident Indians (NRIs), subject to applicable laws to be determined and satisfied by NRIs, NRIs can also participate after fulfilling the eligibility criteria (such as Aadhar Card, PAN Card, PIO card, OCI card, Current address proof, Passport, Address proof of Residence in India, Attested signature from any of the Nationalized Bank in India where individual is the Account Holder) required under Indian Laws for proof of NRI. Any NRI, found successful, shall be required to make all payments in Indian Currency and shall follow Indian Laws for all such matters. Further, relevant laws, rules & regulations, and other specific guidelines as per the latest notification of the Government of India will be applicable.
- 8.8. The Bidders shall evaluate and ensure that they are permitted to invest under applicable laws to the extent they propose to participate.
- 8.9. It is the sole responsibility of the bidder to ensure complete compliance with all the laws applicable to it (including the Foreign Investment Laws) and to obtain all the approvals from relevant authorities required for completion of the Transaction. It is further clarified that in case the bidder is not able to complete the Transaction within stipulated time because of not obtaining any required approval, it shall be considered as a breach and failure of the Bidder and as a result the EMD shall be forfeited and the Bid would stand cancelled.
- 8.10. The sale shall be subject to cancellation for violation of any of the terms and conditions or stipulations or instructions.
- 8.11. All rates, taxes, charges, fees, assessment and other levies, cost of registration, stamp duty etc., of whatsoever nature shall be paid by the Successful Bidder to the concerned authority/body.
- 8.12. It shall be the responsibility of the Successful Bidder to obtain all the necessary permissions in relation to any development on the Said Property and to make payment of the necessary fees, taxes or any other dues in relation to the Said Property. It shall be the responsibility of the Successful Bidder to have service connection secured from the respective organizations for electricity, water supply & drainage and at his/her/their own cost. MTNL will not take any responsibility in this regard.
- 8.13. DIPAM/ MTNL reserve the right to defer, cancel, alter, amend, or modify the Notification/ Advertisement/ Bid document / Auction Catalogue prior to commencement of e-Auction.
- 8.14. All the correspondence will be made to the address/e-mail as appearing in the registration with MSTC. It shall be the responsibility of the bidder to keep his e-mail id valid.
- 8.15. Any amendment made will form part of the terms and condition and no individual intimation will be sent to the bidders.
- 8.16. In all matters of doubts or disputes or in respect of any matter not provided for in these terms and conditions, the decision of the MTNL shall be final and binding.
- 8.17. The Said Property put for e-Auction is on 'as is where is', 'in present condition as it is' and 'No Complaint Basis'. The bidders shall inspect the property and satisfy themselves of the condition and location of the property before participating in the auction.

- 8.18. The bidders must clearly understand that DIPAM/MTNL do not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The bidders must satisfy himself on all aspects pertaining to the Said Property prior to bidding and he will not have any recourse after the submission of the bid for any deficiency in the documents or title of the property. No complaint, whatsoever, in this regard would be entertained after the submission of the bid.
- 8.19. The bidders may carry out their own due diligence in respect of the Said Property.
- 8.20. The bidder who submits the bid shall be deemed to have full knowledge of the condition of the Said Property, relevant documents, information, etc. whether he/she actually inspects or visits the Said Property and verifies the same or not. The bidders shall be deemed to have inspected and verified the Said Property to their entire satisfaction and for the purpose, bidders may, in their own interest and at their own cost, verify the area of the Said Property and any other relevant information as per Clause 7.6 of this RFP, before submitting the Bids.
- 8.21. It shall be presumed that the bidder has satisfied himself/herself about the title documents pertaining to the Said Property, names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abutments of the Said Property and that the bidders concurs or otherwise admits the identity of the Said Property to be purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the Property and their conditions.
- 8.22. In case of any electrical lines, drainage, communication cables, devices, water supply lines passing through the land, the Successful Bidder should get it shifted with respective departments at his/her/their own cost and expense by paying necessary fees to the appropriate authorities. MTNL shall not take any responsibility in this regard.
- 8.23. Physical Handover of the Said Property will be given to the Successful Bidder after execution of the Sale Deed.
- 8.24. In case of any dispute regarding payment/registration of the Said Property or any other matter relating to this e-Auction, the decision of DIPAM/MTNL shall be final.
- 8.25. **Arbitration:** In the event of any dispute arising between the parties hereto under this RFP, both parties agree that such disputes/differences shall be referred to a final and binding arbitration, with an arbitral panel comprising of three arbitrators, one each to be appointed by the DIPAM/MTNL and the Successful Bidder/Buyer, respectively, and the third arbitrator appointed by the two arbitrators in the manner prescribed under the Arbitration and Conciliation Act, 1996 (Arbitration Act). The arbitration proceedings shall be governed by the procedure as specified in the Arbitration Act subject to the exclusive jurisdiction of Courts at New Delhi for filing of any petition from such arbitration proceeding including petition under Section-34 of Arbitration and Conciliation Act for setting aside of the award. The venue of arbitration shall be New Delhi, being MTNL's H.Q. The language of arbitration shall be English and the costs/expenses of such arbitration shall be borne equally by the parties hereto, with arbitration tribunal having power to award costs.
- 8.26. In the event of any dispute between MTNL inter se and also between MTNL and Government Departments/Organizations such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- 8.27. Addresses for Communication: All notices related to this Bid including Clarifications/Amendments/Addendums to the Bid document shall be available on <https://www.mstcecommerce.com/auctionhome/dipamam/index.jsp>
- 8.28. The Successful Bidder must meet the Eligibility Criteria on the date of submission of the Tender and must continue to be eligible throughout the Transaction until its completion. Successful Bidder shall have the obligation to immediately notify the Seller/DIPAM/GOI on its becoming ineligible any time during the Transaction. In the event of any Successful Bidder getting disqualified or not meeting the eligibility criteria, such Successful Bidder shall not be permitted to continue to participate in the Transaction.
- 8.29. All financial statements or data to be derived there from for the evaluation of Financial Criteria referred herein shall mean on a consolidated basis.
- 8.30. The offered land area of the said property as mentioned in Background is 1.3652 acres (5,525 sqm). In case of any variation in land area of the site is found at the time of handover by a process of measurement to be conducted by Revenue & Stamps Department, Government of Maharashtra at the cost of Successful Bidder in the presence of representatives of MTNL and Successful Bidder, the H1 bid value shall be adjusted accordingly on pro-rata basis, according to the following formula

(Total bid value for land area mentioned in RFP/Total land area mentioned in RFP) * (Revised land area post joint survey – total land area mentioned in RFP)

- 8.31. The interested Bidders may obtain further information from:-

A. For Site related information:

(i) MTNL, Mumbai:

1. Shri. V.B Randive, DGM (AM), O/o PGM (EB&AM), Mumbai M: 9969001112
Email: dgmam.mbi@gmail.com
2. Shri. C.B Kalamthekar, Sr.Manager (Land&Bldg), O/o DGM (AM), Mumbai, M. 9869404452,
Email : smlandbldg1@gmail.com
3. Shri. Rajesh Gondane, DGM (GGN),O/o GM(ZONE-4) M. 9869450100, Email :
dgmgn@gmail.com

B. Consultants of the Site (Jones Lang LaSalle Property Consultants India Private Limited (JLL India)):

- (i) Mr. Simon Selvaraj, Email : Simon.Thomas@ap.jll.com; Ph : +91 – 98400 68451
- (ii) Mr. Nishant Kumar, Email: Nishant.Akumar@ap.jll.com; Ph: +91 –8879035061

C. For Tender related information from:

- 1) Ms BHARTI ARYA; email - bhartiarya@mstcindia.co.in ; Ph: 9874428002
- 2) Shri S D Sharma; e-mail id: sdsharma@mstcindia.co.in ; Ph: 7878055855
- 3) Shri A K. Chaudhary; email - akchaudhary@mstcindia.co.in; Ph: 9662042884

8.32. Data Sheet with Key timelines of events in the Bid process are as below:

SN	Key Events	Process Timeline/Date
1.	Date of Publishing of Tender	18/11/2021
2.	Date of Pre-Bid Meeting	03/12/2021 (12:00 Hrs)
3.	Last date of submission of queries through mail	06/12/2021 (17:00 Hrs)
4.	Last Date of reply to queries and uploading of amendments, if any, to e-tender site	13/12/2021 (17:00 Hrs)
5.	Bid Submission start date and time	14/12/2021 (11:00 Hrs)
6.	Technical Bid Submission close date & Time	03/01/2022 (15:00 Hrs)
7.	Technical Bid Opening Date and Time	04/01/2022 (12:00 Hrs)
8.	Date of intimation of technically qualified bidders	17/01/2022

Written pre-bid queries to be shared by all participants one day prior to the scheduled pre-bid meeting date.

We are willing to abide by the terms and conditions referred to above which would, inter alia, form part of the Agreement Letter and the final Sale Deed.

Authorized Signatory_____

Date: _____/_____/2021

Seal (if any)

DISQUALIFICATION

1. Any Tender which has been found to be incomplete in content or attachments or authenticity may be rejected. Seller/DIPAM shall reserve the right to seek clarifications/ pending documents in order to enable omissions to be dealt with during qualification process subject to intimation to GOI.
2. Without prejudice to any other rights or remedies available to GOI, the GOI reserves the right to disqualify any Prospective Bidder or Consortium Member and exclude its Tender from further consideration for any of the reasons, including without limitation listed below:
 - a) Any misrepresentation/ false statement made by a Prospective Bidder / any Consortium Member at any stage of the Transaction, whether in the Tender, the financial bid, supporting documentation or otherwise and whether written or oral.
 - b) If the Tender submitted by the Prospective Bidder is in any respect inconsistent with, or demonstrates any failure to comply with, the provisions of the RFP, including not being accompanied by the non-refundable Fee.
 - c) If any condition or qualification or any other stipulation is inserted by the Prospective Bidder / any Consortium Member, in the Tender submitted by them.
 - d) Failure by Prospective Bidder / any Consortium Member to provide the necessary and sufficient information required to be provided in the Tender in accordance with the RFP.
 - e) Failure by Prospective Bidder / any Consortium Member to provide, within the time specified by the Seller/DIPAMGOI, the supplemental information sought for evaluation of the Tender.
 - f) Submission of more than one (1) Tender by any Prospective Bidder either as sole bidder or as Consortium Member in which case, all such Tenders shall be rejected.
 - g) The Prospective Bidder not satisfying the eligibility and requisite qualification criteria specified in the Tender Request and hence not being eligible.
 - h) Failure by Prospective Bidder / any Consortium Member to comply with any other condition or requirement as listed in the RFP.
 - i) Failure to comply with any reasonable request of DIPAM/GOI/ in relation to the Transaction.
 - j) If GOI is not satisfied with sources of funds/ownership structure of the Prospective Bidder.
 - k) If at any time it is discovered that the Prospective Bidder / Consortium Member are subjected to winding up/insolvency/ bankruptcy proceedings or other proceedings of a similar nature.
 - l) Any information regarding or in connection with the Prospective Bidder / Consortium Member, their directors, their Associate Company, Subsidiary, Promoter or Promoter Group which becomes known that is detrimental to the national security and/or national interest and/or the Transaction.
 - m) Prospective Bidder/ Consortium Member is prohibited or restricted under FEMA, 1999 or any rules or regulations made there under. It being clarified that sectors where government approval is required will not be considered as 'restricted'.
 - n) If it is discovered at any stage of the Transaction that the Prospective Bidder / Consortium Member does not possess requisite corporate authorizations to participate in the Transaction.
3. Where Prospective Bidder is a Consortium, if any of the Consortium Members are disqualified, the Consortium shall automatically stand disqualified.

4. Breach of any undertaking under any documents executed by the Prospective Bidder in connection with this Transaction.
5. The Prospective Bidder / any Consortium Member who is not qualified to participate in the Transaction pursuant to the Government of India office memorandum No. 3/9/2016-DoD-II-Bdated September 28, 2017as amended from time to time.
6. If the Prospective Bidder/ any Consortium Member does not satisfy any of the requirements as may be issued by the GOI by way of notifications/ guidelines / circulars or such similar notifications from time to time, including any conditions for qualification, the Tender submitted by the Prospective Bidder shall be disqualified.
7. Integrity Pact Clause: If a Prospective Bidder /any Consortium Member is found involved in corrupt practices, unfair means or illegal activities or found to have been directly or indirectly engaged in any action or conduct to influence the process envisaged under this RFP during any stage of the Transaction or during the bid process and during the negotiation and execution of the Sale Deed, the Prospective Bidder shall be disqualified, at the sole discretion of MTNL/DIPAM/GoI.
8. DIPAM/GOI's determination that one or more of the events specified in this Document has occurred shall be final and conclusive.

Annexure - 1

BID FORM

[On the Letter head of the Bidder/Lead Consortium Member]

To

**MAHANAGAR TELEPHONE NIGAM LIMITED
5th Floor, Mahanagar Doorsanchar Sadan,
9 CGO Complex, Lodhi Road,
New Delhi-110003**

Kind Attention:

Subject: Bid for the proposed sale of Land Parcel held by Mahanagar Telephone Nigam Ltd. (**MTNL**) an extent of 1.3652 acres (5,525 sqm) at MTNL Vasari Hill, Malad, S.No.413(Pt) Prem Nagar Road, Near Akansha Bldg, Goregaon (West), Mumbai (the "**Said Property**"); collectively, referred to as the (**Transaction**).

Dear Sir,

1. I/We, the undersigned(**Name of the Bidder/s**)have received/ deemed to have received and reviewed all the requisite and relevant information pertaining to the Said Property as contained in the RFP Document or otherwise and having read, understood and considered all other relevant information, I/We hereby give an bid for participating in the Bid Process for purchase of the Said Property on the following terms and conditions:
 - (a) I/We am/are interested in taking the ownership rights of the Said Property subject to acceptance of the bid contained in this letter which once accepted will be binding on us/me.
 - (b) I/We confirm and represent that we have the requisite corporate authorisations to submit the this bid form.
 - (c) We represent that all the information provided in this bid Form along with supporting documents is complete and accurate in all respects
 - (d) We have agreed that [●] (insert name and designation of individual) will act as our representative/representative of the Consortium and has been duly authorised to submit this bid form along with all the documents to be submitted pursuant to this bid form ("Representative").
 - (e) We agree to form an investment vehicle (SPV), prior to signing the Sale Deed. The shareholding of the Consortium SPV shall be the same as the shareholding of the Members in the Consortium on a fully diluted basis (applicable for the case of Consortium).We undertake that in the event we are selected as the Successful Bidder and make the investment through a SPV then each Consortium Member, shall be jointly liable for obligations of the SPV and shall also be a party to the Sale Deed along with the SPV. The Lead Member shall, additionally, be responsible for ensuring the individual and collective commitment of each of the Consortium

Members in discharging all of their respective obligations in connection with the bid form. (applicable for the case of Consortium).

- (f) I/We here by give the bid as a lumpsum consideration for the above Transaction in the financial bid document enclosed as **Annexure [●]** (“**Bid Price**”).
 - (g) I/We agree that I /we have paid INR [●] as Pre- Bid EMD _Rs 13.5 Cr in favour of MTNL on dated _____ [detail of NEFT/RTGS].
 - (h) I/We agree that in case I/we am/are selected as Successful Bidders and if I/we wish to withdraw from the bid process after signing the Acceptance Letter, MTNL shall retain the Security Deposit paid by us, as reasonable pre-estimated liquidated damages, and we shall not claim the same from MTNL or the representatives or shall we have any claim on the Said Property ,and MTNL has the right to use/sell the Said Property as it may deem fit without any intervention from us.
 - (i) I/We agree that in case I/we am/are the Successful Bidder ,I/we shall pay the entire consideration amount in accordance with terms of Acceptance Letter and then get signed/ executed the Sale Deed and lodge the same for registration with the designated Sub-Registrar of Maharashtra State Government in accordance with the Acceptance Letter.
 - (j) I/We agree that in case I/we am/are the Successful Bidder ,I/we shall bear and pay stamp duty, registration charges, Goods and Services Taxes and all other statutory amounts and expenses in respect of the Transaction contemplated herein.
 - (k) In the event of my/our failing to abide by the terms of the Document/ Acceptance Letter (in case I/we am/are the Successful Bidder), MTNL shall without any further recourse to me/us been titled to forfeit the entire money deposited by me/us as reasonable pre-estimated liquidated damages and I/we will not be titled to claim damages or any other reliefs from/against MTNL.
2. I/We shall forth with make available to MTNL any additional information they may find necessary or require supplementing or authenticate the Bid and its supporting documentation failing which I/We agree and confirm that my/our Bid shall be entitled to be rejected by MTNL at any time without assigning any reason there for.
3. I/We hereby assure, represent ,and declare as under:
- (a) I/We have adequate financial capabilities to purchase the Said Property; that in the event that MTNL discovers anything contrary to our above declarations, it is empowered to forth with disqualify us and our Bid from further participation in the Bid Process;
 - (b) I/We undertake that in case due to any material change in facts or circumstances or the applicable laws during the Bid Process, due to which we are attracted by the provisions of disqualification in this RFP ,we shall intimate MTNL of the same immediately;
 - (c) MTNL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from us and such right will not discharge us/me from our representation of all the information provided by us to MTNL as true and accurate in all respects;
 - (d) I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge in any Court of Law or question any decision taken by MTNL in connection with the selection of Successful Bidders or in connection with the Bid Process itself, in respect of the Transaction and the terms and implementation thereof.

- (e) Integrity Pact Clause: If any Prospective Bidder/any Consortium Member is found involved in corrupt practices, unfair means or illegal activities or any act or conduct directly or indirectly to influence any person relating to this RFP during any stage of the Transaction or during the bid process and during the negotiation and execution of the Sale Deed, the Prospective Bidder shall be disqualified, at the sole discretion of Gol/Seller/DIPAM.
4. I/We understand that:
 - (a) All Bid submitted shall remain valid for a period of 180 (One Hundred Eight) days from the Bid Submission Cut Off Date as highlighted in the table of clause 8.32 of General Instructions section of the RFP or till the bids are rejected, whichever is earlier;
 - (b) MTNL may in their absolute discretion reject or accept any bid, cancel the Bid Process or reject all Bids; and
 - (c) MTNL has the right to reject my/our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever and their decision will be final and binding on us.
 5. I/We acknowledge that the MTNL will be relying on the information provided in the bid and the documents accompanying such bid for qualification of the Bidders and I/we declare that all statements made by us and all the information provided by us pursuant to this bid are complete, true and accurate.
 6. I/We have read the RFP Document with Annexures and I/we agree to abide by the same and declare that we are completely qualified and eligible as per the RFP document.
 7. In the event I/we am/are not qualified as Successful Bidder and my/our bid stands rejected, the EMD without any interest will be paid back within 14 (Fourteen) working days from the declaration of Successful Bidder.
 8. List of Enclosures:
 - (a) A copy of Bidder's Board Resolution authorizing the authorized signatory to submit Bid Form (in case the Bidder is a company/LLP / partnership firm / trust and society). During the Bid Process, such authorized signatory only shall be entertained for all communications;
 - (b) General Power of Attorney
 - (c) Power of Attorney in favour of Lead Member.
 - (d) Certified true Copy of the Consortium Agreement between the Consortium Members]
 - (e) Copy of Aadhar Card / Copy of PAN
 - (f) Copy of GST Registration Certificate
 - (g) Financial closure documents (Annual financial statements, bank records etc.)
 - (h) Prior approvals / permissions obtained, if any, in case of FDI.

Dated _____

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Rubberstamp/ seal (if any)

Annexure - 2

BIDDER'S PROFILE (Supporting documents with respect to the Prospective Bidder and a brief write up about the background and profile are to be certified by their auditor, or chartered accountants in the case of individuals and attached)

[On the Letterhead of the Bidder]

BIDDER's DETAILS

Sr No	ITEMS	DETAILS
1.	Name of the Bidder/Entity	
2	Legal Status	{sole proprietorship firm/ partnership firm/ limited liability partnership/ private limited/ public limited company/society/trust/fund}
3	Bidder Status	{Sole Firm/ Lead Member/ Member of Consortium}
4	Full Address of Reg. Office with Telephone No. Mobile No. & E-Mail	
5.	a) Name of the authorized representative (b) Designation and postal address	
6.	Year of incorporation/registration of the company / LLP/ partnership firm / trust / society/funds under Companies Act/ Limited Liability Partnership Act, 2008/Indian Partnership Act, 1932/Indian Trusts Act, 1882/Societies Registration Act, 1860/Applicable Law.	
7	Banker's Name and Address	
8.	PAN / GIR/TAN No (Attach Self Attested copy)	

* In case of Consortium: The information above should be provided for all the members of the consortium along with their equity participation

Following documents shall be provided by the Bidder to demonstrate eligibility:

1. Copy of registration// incorporation certificate issued by the registrar of companies/firms/ societies/applicable government authority.

2. Articles of Association, Memorandum of Association and other Documents of Constitution/ Charter Documents, and documents of registration of the participating legal entity
3. Board Resolution/Power of Attorney/any other form of authorization in favor of the Authorized Representative of the Entities
4. Copy of PAN/GST Certificate
5. List of Names and addresses of all foreign collaborators along with Passport Copy/ Identification Proof of Company/Entity
6. Copy of audited annual financial statements including Balance Sheet and Profit & Loss Account statement of the firm for the last three (3) financial years
7. Financial Statement of the last three financial years (to be stated in INR)¹

Sr No.	Particulars	FY 2019-20	FY 2018-19	FY 2017-18
1	Annual Turnover			
2	Total Assets			
3	Current Assets			
4	Total Liabilities			
5	Current Liabilities			
6	Net Worth			
7	Working Capital			
8	Net Profit			

Note: The above highlighted table is only for representational purposes. the original audited financial statements are the be provided by the bidders in standard format.

8. Documents for the purpose of representing the financial capabilities of the company / firm / entity to be duly certified by the auditors or Chartered Accountant.

* In case of Consortium: The information above should be provided for all the members of the consortium

BACKGROUND OF THE INDIVIDUAL:

1. Name of the individual: [●]

¹ Audited Annual Financial Statements (along with notes) including Balance sheets/ Profit-loss accounts shall be submitted for the last four financial years and the above financial statement shall be certified by Chartered Accountant.

2. Profession: [●]
3. Aadhar Card No:
4. Pan card details: [●]
5. ITR Details (last 3 years): [●]
6. Bankers details: [●]
7. Net-worth Certificate: [●]
8. Recent Bank Statements for one year: [●]

Annexure - 3

ACCEPTANCE LETTER

[On the Letterhead of MTNL]

To,

M/S [Final Successful Bidder]

Kind Attention: Mr.

This refers to acceptance of commercial bid made by [Final Successful Bidder] for the purchase of Land Parcel held by Mahanagar Telephone Nigam Ltd. (MTNL) an extent of 1.3652 acres (5,525 sqm) at MTNL Vasari Hill, Malad, S.No.413(Pt) Prem Nagar Road, Near Akansha Bldg, Goregaon (West), Mumbai (the "Said Property"); (the "Said Property"); collectively, referred to as the (Transaction).

I/We, MTNL hereby confirms that after evaluating and screening bids made by Bidders, the Bid of INR [●] (INDIAN RUPEES [●] ONLY) made by [Name of Successful Bidder] has been accepted. [Name of the Bidder] shall submit the signed copy of the Acceptance Letter within 7 (seven) days of issue of this letter.

Signed _____

Signed _____

Authorized Signatory

Authorized Signatory

Mahanagar Telephone Nigam Ltd

[Final Successful Bidder Name]

Seal

Seal

Date

Date

Annexure - 4

CONSENT FOR ISSUING PUBLIC NOTICE

[On the Letter head of MTNL]

To,

M/S [Final Successful Bidder]

Kind Attention: Mr.

This refers to issuing of public notice by [Final Successful Bidder] for purchase of Land Parcel held by Mahanagar Telephone Nigam Ltd. (**MTNL**) an extent of 1.3652 acres (5,525 sqm) at MTNL Vasari Hill, Malad, S.No.413(Pt) Prem Nagar Road, Near Akansha Bldg, Goregaon (West), Mumbai (the "**Said Property**"); collectively, referred to as the (**Transaction**).

I/We, **MTNL** here by confirms that we have reviewed the drafts of the public notice intended to be issued by [Final Successful Bidder] and hereby provide consent for issuing the same in the newspapers.

Signed _____

Authorized Signatory

MAHANAGAR TELEPHONE NIGAM LIMITED

Seal

Date

Annexure - 5

POWER OF ATTORNEY

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and to be notarized and submitted by the Bidder/each Consortium Member submitting the bid)

(This annexure is not applicable for individuals who are representing themselves while submitting the RFP and subsequently executing the sale deed if qualified as H1 Bidder)

To all to whom these presents shall come, I (individual) / We (name of the entity) residing at / having our registered office/principal office at [address of the registered office/principal office / Individual] do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name)..... son/daughter/wife of and presently residing at who is presently [designated by myself (in case of individuals) / employed with us (in case of entities) / the Lead Member of our Consortium] and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf:

- (i) to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for the proposed sale of the Said Property by Mahanagar Telephone Nigam Limited including but not limited to signing and submission of all applications, participate in Bid and other conferences and providing information/ responses to Gol/Transaction Advisor and generally dealing with Gol/Transaction Advisor/ in all matters in connection with or relating to or arising out of our application for qualification for the Transaction and
- (ii) Execution of the sale deed for the Transaction and to take all actions, deeds (including signing any documents) in relation to the Transaction.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

We confirm and declare that we have not executed any other power of attorney in favor of any other person(s) in relation to the subject matter of this power of attorney and this power of attorney is irrevocable.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the Request for Proposal Document dated _____ issued by MTNL for sale of 1.3652 acres (5,525 sqm) at an MTNL Vasari Hill, Malad, S.No.413(Pt) Prem Nagar Road, Near Akansha Bldg, Goregaon (West), Mumbai..

IN WITNESS WHEREOF WE, IN THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [TH DAY OF [DAY

.....

(Signature, name, designation, and address)

In the presence of:

- 1.
- 2.

Accepted

Name, Title and Address of the Attorney)

(To be duly notarized)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be appropriately stamped and notarized.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.

Annexure - 6

FORMAT FOR CONSORTIUM AGREEMENT (IN CASE OF CONSORTIUM)

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution]

THIS Consortium Agreement ("**Agreement**") executed on this [●] day of [●] Two thousand [●] between

1. M/s [insert name of Lead Member] a partnership firm or Company incorporated under the laws of and having its Registered Office at _____, having CIN / LLPIN/ registration/incorporation number (if applicable) _____(hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns);
2. M/sa partnership firm or Company incorporated under the laws of and having its Registered Office at _____having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns); and
3. M/s a partnership firm or Company incorporated under the laws of and having its Registered Office at _____having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "Member-3", which expression shall include its successors, executors and permitted assigns),

for the purpose of submitting response to RFP dated [●] inviting bids for Transaction for relating to Said Property.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS, MTNL had invited RFP via advertisement dated [●];

WHEREAS the Instructions for participation in the e-Tender cum e-Auction as per RFP stipulates that in case Bid is being submitted by a Consortium of Bidders, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by MTNL.

All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per RFP.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and mutual agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s[●]), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, [●] , Member-3[●] and to submit the Bid;

2. ²We have formed consortium comprising of [●] members as follows:
(% of the shareholding of the consortium members to be provided)
[●]
3. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
4. All Members shall be jointly and severally liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations.
5. We acknowledge that after the submission of the Bid, the composition of the Consortium shall be maintained till the execution of Sale Deed, if it is shortlisted as the Successful Bidder.
6. We agree to form an investment vehicle (SPV), prior to signing the Sale Deed. The shareholding (on equity share capital basis) of the Consortium SPV shall be the same as the shareholding of the Members in the Consortium on a fully diluted basis. We further undertake that the shareholding of the Consortium is and of SPV will be subject to the provisions of the RFP and any restrictions prescribed therein. It is clarified that in case the Consortium forms the Consortium SPV as an LLP/partnership and not a company, such participation shall be construed to mean partnership interest in the partnership.
7. We acknowledge that in the event we are selected as the Successful Bidder and make the investment through a SPV then each Consortium Member, shall be jointly and severally liable for obligations of the SPV and shall also be a party to the Sale Deed along with the SPV.
8. We acknowledge that Seller/DIPAM/GOI will have rights of enforcement as against the Consortium SPV and also against the Consortium Members for breach of any undertakings a made or agreements entered into by DIPAM/GOI.
9. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with any MTNL or persons as required.
10. The Lead Member shall be jointly and severally liable irrespective of its compliances or financial commitments.
11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
12. This Agreement shall come into effect on the day first above written and shall remain valid until the Consortium has any unfulfilled obligation. In the event however the Consortium is the Successful Bidder and the Consortium SPV signs the Sale Deed, this Agreement will be valid for so long as the Consortium SPV has any unfulfilled obligations under such agreements
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in Bid.

²One of the members of Consortium need to be nominated as a lead member who should have highest percentage of the equity/ownership stake and such percentage should be at least 26% (twenty six percent) of equity/ownership stake. All members of the Consortium to hold at least 10% equity/ownership stake in the consortium. A copy of this Consortium Agreement shall be enclosed with the Bid.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties, or obligations under the Transaction except with prior written consent of MTNL.
15. I/We further confirm that I/we am/are not disqualified in terms of the RFP. In the event we are attracted by any of the disqualifications during the pendency of the process of Strategic Disinvestment, owing to change in facts or circumstances, we undertake to immediately intimate the Seller/DIPAM/GOI.
16. Each Consortium Member represents, warrants, and covenants that:
 - a. It satisfies the Eligibility Criteria provided in the RFP.
 - b. It will execute the Sale Deed and cause the Consortium SPV to execute such Sale Deed.
 - c. It is not a member of any other consortium in relation to any bid made pursuant to the RFP.
 - d. It shall not change the composition of the Consortium (i.e., inclusion or exclusion of a member) or proposed shareholding structure as mentioned in the submitted Bid in non-compliance of the RFP.
 - e. It shall provide a Self-Declaration for Security Clearance as required under the RFP and cause the Consortium SPV to provide such Security Clearance as well.
 - f. All the parties of this Agreement will satisfy all the terms and conditions prescribed in the RFP.
17. This Agreement
 - i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Member.
 - ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of MTNL.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s[Member 1]

.....(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

i. Signature.....

Name:

Address:

ii. Signature.....

Name:

Address:

For M/s.....[Member 2]

..... (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership [●])

Witnesses:

i. Signature.....

Name:

Address:

ii. Signature.....

Name:

Address:

For M/s[Member 3]

.....(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

i. Signature.....

Name:

Address:

ii. Signature.....

Name:

Address:

Annexure - 7

SELF CERTIFICATION FORMAT FOR THE SECURITY CLEARANCE

Self-Declaration for Security Clearance

(To be forwarded on the letterhead of the sole Bidder /Consortium SPV/ each member of the Consortium duly verified by a notary)

SELF DECLARATION

I/We hereby submit the mandatory proforma for security clearance dated 15.02.2021 available on the website of DIPAM (<https://www.dipam.gov.in/dipam/>) and declare that as per such proforma there are no actions, cases, orders, investigations, inquiries, judgements against us or persons referred in aforesaid proforma or pending against us which disqualify us on the grounds of us or persons referred to in the proforma being security cleared. Please see duly filled aforesaid format as attachment to this Annexure.

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the company

For and on behalf of: (name of the Bidder)

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Annexure - 8

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

AFFIDAVIT/UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

(To be executed on Stamp paper of appropriate value & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- having been authorized vide [Insert details of any valid authorization like board resolution, power of attorney etc] hereby declare that the firm/company namely M/S.----- has not been blacklisted/ De-registered/ debarred in the past by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency or any other country in the world for any reason including any kind of fraudulent activities.

OR

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ---- years w.e.f.----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by MTNL, and EMD/SD shall be forfeited and further I understand to compensate the MTNL, for the consequences arising out of wrong declaration.

For -----

Authorised Signatory

Date:

Annexure 9: Draft Confidentiality Undertaking

(To be appropriately stamped and notarized and submitted by the Bidder/ each Consortium Member seeking VDR access)

DEED OF CONFIDENTIALITY UNDERTAKING

This DEED OF CONFIDENTIALITY UNDERTAKING ("**Undertaking**") is made on this day of, 2021.

BY

M/s _____ [insert name of Bidder/ Lead Member of Consortium] a [Limited liability partnership/Company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called the ["Bidder" OR "Lead Member"]³, which expression shall include its successors, executors and permitted assigns);

AND

M/s _____ [insert name of Consortium Member] a [Limited liability partnership/Company/Society/Trust/Partnership Firm/Fund] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called "Member-2", which expression shall include its successors, executors and permitted assigns);

The Lead Member and Member-2, shall be collectively referred to as Bidder]⁴

IN FAVOUR OF:

The Joint Secretary, Department of Investment and Public Asset Management, (the "**Government** or "**GoI**").

AND

Mahanagar Telephone Nigam Ltd (MTNL), a company incorporated under the Companies Act, 1956, (Central Public Sector Enterprise), bearing corporate identification number (CIN) **L32101DL1986GOI023501**, having its corporate headquarters in 5th Floor, Mahanagar Doorsanchar Sadan, 09, CGO Complex, Lodhi Road, New Delhi - 110003 and regional head office at Mahanagar Telephone Nigam Ltd., Prabhadevi, Mumbai, ("**MTNL**" or the "**Company**") represented herein by its authorised signatory, Ms./Mr [●].

AND

³Delete whichever is not applicable

⁴Delete if not applicable.

[●], whose registered office is at _____ (hereafter referred to as the “**Transaction Advisor**”).

WHEREAS:

- A. MTNL issued a Request for Proposal dated ____ for sale and transfer of Land Parcel of an extent of 1.3652 acres (5,525 sqm) at MTNL Vasari Hill, Malad, S.No.413(Pt) Prem Nagar Road, Near Akansha Bldg, Goregaon (West), Mumbai (“**Said Property**”) (“**RFP**”).
- B. The Bidder in response to the said RFP issued a bid for acquisition of Said Property to culminate the transaction (“**Transaction**”).
- C. In the context of the Bidder’s interest in the Transaction, the Disclosing Party (as defined hereinafter) may disclose Confidential Information (as defined hereinafter) to the Receiving Party (as defined hereinafter) to enable the Bidder to evaluate the Transaction.

NOW, THEREFORE, in consideration for receiving the Confidential Information, the Bidder hereby executes this Undertaking and undertakes, represents, warrants, covenants and agrees to the terms and conditions contained herein:

- 1. Capitalised terms and expressions used but not defined in this Undertaking shall have the same meaning ascribed thereto in the RFP. The following capitalized expressions used in this Undertaking (including the recitals) shall have the meaning assigned to them hereunder.
 - 1.1. "Transaction Advisor" means, [●].
 - 1.2. "Confidential Information" means and includes any and all facts, knowledge, information, documents and materials whether written or oral, obtained or received in the process of the Transaction from the Disclosing Party and/or any other person, including as part of due diligence process, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding the foregoing, the following information will not constitute "Confidential Information" for purposes of this Undertaking:

- (a) Information which the Bidder can prove was already in the possession of the Receiving Party and was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party.
- (b) Information which is obtained by the Receiving Party from a third person who, insofar as is known to the Receiving Party, is not prohibited from disclosing the information to the Receiving Party under a contractual, legal or fiduciary obligation to the Disclosing Party; and
- (c) Information which is or becomes generally available to the public otherwise than as a result of a breach of this Undertaking by the Receiving Party.

The decision of the Government and/or the Company on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive, and binding.

- 1.3. "Disclosing Party" means the Transaction Advisor, the Company, the GOI, other Governmental Authority and/or their respective Representatives, whether jointly or severally.
- 1.4. "Governmental Authority" means any governmental or regulatory authority, government ministry or department in India or other rule or regulation making entity having jurisdiction or acting on behalf of the Republic of India or any political subdivision thereof.
- 1.5. "Person" means any individual, company (including the Company and the Transaction Advisor), firm, association, trust, or any other organization or entity (including the Government and any governmental or political subdivision, ministry, department, or agency thereof)
- 1.6. "Receiving Party" means the Bidder and its/ their Representatives, whether jointly or severally.
- 1.7. "Representative(s)" of any Person includes the directors, officers, employees, agents, consultants, advisors, lenders for financing of this Transaction, partner (in case Receiving Party is a partnership firm), shareholder(s) holding more than 50% equity share capital of the Receiving Party on a fully diluted basis or any other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the individual Representatives of the Representatives who are not individuals and are juristic entities.
2. The Confidential Information disclosed by the Disclosing Party or any other person in connection with the Transaction to the Receiving Party, or acquired by the Receiving Party in the course of any studies conducted by the Receiving Party, will be received and treated by the Receiving Party as strictly confidential, subject to its obligations contained herein, and the Receiving Party shall not, without the Company's as well as the Government's prior written consent issued by its authorized personnel, or as expressly permitted herein, directly or indirectly disclose to any other Person, or use or allow others to disclose or use, the Confidential Information.
3. The Receiving Party will use the Confidential Information only to evaluate the Transaction and to decide whether or not it wishes to proceed with the Transaction and not for any purpose other than the Transaction. The Receiving Party will not directly or indirectly use the Confidential Information for any other purpose or in any other manner whatsoever and shall particularly ensure that the interests of the Company / GOI/ Transaction Advisor are not adversely affected in any manner whatsoever.
4. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information, by the Bidder's execution of this Undertaking, the Bidder, for itself and on behalf of all other Receiving Party, agrees that all of the Confidential Information shall be held and treated by the Receiving Party in strict confidence. The Bidder agrees (a) to disclose Confidential Information only to Consortium Members and/or those of its Representatives who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each such Bidder or Representative of the Bidder will be informed and advised in writing by the Bidder of the confidential nature of such information and the contents of and the obligations under this Undertaking and (b) to satisfy itself that each such Consortium Member and/or Representative of the Bidder will hold and treat the Confidential Information in confidence and act in accordance therewith. The Bidder agrees that the Confidential Information shall not, without the Company's as well as the Government's prior written consent, be disclosed by the

Bidder and/or its/ their Representatives in any manner whatsoever, in whole or in part, to any third Person, and shall not be used by the Bidder or its Representative other than in connection with an evaluation of the Transaction. It is clarified that for any disclosure of Confidential Information by Representatives of Bidder(s) which is not allowed as per the terms of this Undertaking, the Bidder shall be responsible for the same and the Bidder will ensure that any injunctive relief obtained by the Disclosing Party is enforced against such Representatives also.

The Bidder recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the possible resultant impact to the Company and the Government if the Confidential Information is disclosed or allowed to be disclosed to an unauthorised party or used for any purpose other than evaluating the Transaction. The Bidder acknowledges and agrees that it is imperative that all Confidential Information remains confidential.

The Bidder, before disclosing any of the Confidential Information to any Representative of the Bidder, or any Representative of a Consortium Member(s), as the case may be, shall ensure that such Representative of the Bidder or Consortium Member(s), as the case may be, has already executed and furnished to the Transaction Advisor, a written undertaking identical in form and content as this Undertaking in favour of the Government, the Company and the Transaction Advisor within 7 (seven) days of it becoming a Consortium Member.

Notwithstanding any agreement or undertaking, the Bidder agrees that it shall continue to be responsible and liable for any breach of this Undertaking even though the same is caused by any act or omission of any of the Representative of the Bidder and Representative of a Consortium Member(s), as the case may be, and shall indemnify and hold the Government, the Company, and the Transaction Advisor harmless (including provisions of clause 6 and 15 set forth herein) from any breach of this Undertaking or consequences and claims arising there from.

[In case the Bidder is a Consortium, it agrees that for the purpose of this Undertaking, its liability shall be joint and several with each of the Consortium Members.]⁵

5. Except as permitted by Clause 4 herein and except as expressly permitted by the Sale Deed, entered into by the Bidder, the Receiving Party will not directly or indirectly disclose to any Person (including another prospective purchaser who has been provided Confidential Information) the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party have inspected any portion of the Confidential Information, or that the Receiving Party had discussion or negotiation in relation to the Transaction. Except with the prior written consent of the Company and the Government, and except as expressly permitted by the Sale Deed, the Receiving Party will not directly or indirectly disclose to any Person the fact that any discussions or negotiations are taking place concerning the Transaction, including the status and content of such discussions or negotiations.
6. On acquiring the Confidential Information on the terms stated in this Undertaking or otherwise, the Receiving Party shall comply with all applicable law, and the Bidder hereby jointly and severally indemnifies and agrees to hold the Transaction Advisor, the Government and the Company indemnified

⁵Delete, if Bidder is not a Consortium

and harmless (without prejudice to Clause 15 set forth below) against all and any consequences arising from any violation by the Receiving Party of such applicable laws.

7. If the Receiving Party is requested or becomes legally compelled (by oral questions, summons, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a Governmental Authority and/or regulatory body (including any self-regulated organisation in India or overseas) to make any disclosure that is prohibited or otherwise constrained by this Undertaking or any similar undertaking or agreement, the Receiving Party will provide the Transaction Advisor, the Government and the Company with prompt written notice of such request so that the Transaction Advisor, the Government or the Company may seek an appropriate injunction, protective order or other appropriate remedy. Subject to the foregoing, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of the Bidder's legal counsel (reasonably acceptable to the Transaction Advisor, the Government and the Company), the Receiving Party is legally compelled or is otherwise legally required to disclose or else stand liable for contempt or suffer other material censure or material penalty; provided, however, that the Receiving Party must use best efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed.
8. The confidentiality obligations contained in this Undertaking may, at the discretion of the Government, the Company and the Transaction Advisor, be amended, modified or superseded upon the Bidder and/or any company formed and promoted by them for executing the Sale Deed, but shall be without prejudice to any of the Transaction Advisor, the Government's or the Company's rights in respect of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.

The Bidder agrees that the Government reserves the right, in its sole discretion to modify the process of the Transaction in any part and/or to vary any terms at any time without prior notice to the Bidder and/or to reject any or all proposals made by the Bidder with regard to the Transaction.

9. The Government and/or the Company may elect at any time to terminate further access by the Receiving Party to any Confidential Information required by the Bidder in connection with its evaluation of the Transaction. After any such termination by the Government and/or the Company as specified in Clause 8 above, or after the decision of the Bidder to not proceed with the Transaction, the Bidder:
 - (a) will promptly deliver to the concerned Disclosing Party, all Confidential Information including all documents or other materials furnished by such Disclosing Party to the Receiving Party, together with all copies and summaries thereof in the possession or under the control of the Receiving Party, and
 - (b) will destroy materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material.

Any such destruction pursuant to the foregoing must be confirmed by the Bidder in writing to each of the Transaction Advisor, the Government, and the Company (such confirmation must include a list of the destroyed materials). The Bidder acknowledges that the return of the Confidential Information and the return or destruction of the Confidential Information pursuant to termination or otherwise shall not release the Receiving Party from its obligations under this Undertaking.

10. The Receiving Party shall not deal or communicate (except in the ordinary course of its business) with any officer, director or employee of the Government or the Company with respect to the Transaction without prior written consent of the Transaction Advisor. It is understood that the Transaction Advisor will arrange for appropriate contacts for due diligence purposes in connection with the Transaction. Unless otherwise agreed to by the Transaction Advisor in writing (i) all communications regarding any possible Transaction, (ii) any requests for additional information, (iii) any requests for management meetings, and (iv) any queries regarding the Transaction, will be directed exclusively to the Transaction Advisor. However, if the Receiving Party is called upon by the Government and/or the Company for any discussions, the Receiving Party will do so or meet the Government and/or the Company only after duly informing the Transaction Advisor in writing.
11. The Government and/or the Company reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party with regard to the Transaction and to terminate discussions and negotiations with the Receiving Party at any time. Without limiting the preceding sentence, nothing in this Undertaking (i) requires either the Bidder or the Government to enter into the Transaction or to negotiate such Transaction for any specified period of time or (ii) requires the Transaction Advisor, the Government or the Company to enter into an agreement or an understanding, or prohibits the Transaction Advisor, the Government or the Company from entering into any agreement or understanding, for proceeding with the Transaction with any other Person.
12. The Bidder understands, acknowledges and agrees that the Government, the Transaction Advisor and the Company retain the right to determine, in their sole discretion, the information that they wish to make available to the Receiving Party and the personnel through whom the same will be made available. Further, nothing in this Undertaking shall amount to or be construed as the Disclosing Party making any representations or warranties, express or implied, as to the accuracy and/or completeness of the Confidential Information and the Disclosing Party shall have no liability whatsoever to the Receiving Party resulting from the Bidder's use of the Confidential Information. The Bidder also agrees that if it determines to proceed with the Transaction, its determination will be solely based on the terms of the Sale Deed as well as on its own investigation, analysis, and assessment of its investment. Moreover, unless and until such Sale Deed is entered into, neither the Government nor the Bidder will be under any legal obligation of any kind with respect to the Transaction except for the matters specifically agreed to in this Undertaking or in another written and duly executed Sale Deed.
13. The Bidder hereby indemnifies and agrees to hold the Transaction Advisor, the Government and the Company indemnified and harmless from all and any damages, losses, costs, or liabilities (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by any Receiving Party of the Confidential Information or other violation of this Undertaking (notwithstanding that a Receiving Party may not be party to this Undertaking) or of any similar undertaking or agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Undertaking or any similar undertaking or agreement by the Receiving Party and any such breach would cause the Disclosing Party irreparable harm, the Bidder also agrees that, in the event of any breach or threatened

breach of this Undertaking or such similar undertaking or agreement, the Transaction Advisor, the Government or the Company will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Undertaking but will be in addition to all other remedies available at law or equity to the Transaction Advisor, the Government and/or the Company.

14. The Bidder understands, acknowledges, confirms, and agrees that each of the Government, the Company and the Transaction Advisor are beneficiaries under this Undertaking. The Bidder further agrees and confirms that each of the Government, the Company, and the Transaction Advisor, will be entitled to and may enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking.
15. The Receiving Party agrees that in case the Bidder or any Consortium Member decides not to proceed with the Transaction or if the GOI/ Transaction Advisor notify the Bidder or any Consortium Member that the GOI does not wish the Bidder or any such Consortium Member to consider the Transaction any further, the terms of the Undertaking shall survive on even subsequent to the date of receipt of notification of such decision by the relevant party.
16. The Bidder agrees that no failure or delay by the Transaction Advisor/the Government / the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereto.
17. The terms of this Undertaking may be varied only with the Company's and the Government's prior written agreement. This Undertaking shall be effective as of the date first above given on the first page of this Undertaking.
18. This Undertaking shall be governed by and construed in accordance with the substantive laws of India without giving effect to its conflict of law principles.
19. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage prepaid, or by cable or facsimiles as follows.

If the notice is to the Transaction Advisor:

M/s. JLL Property Consultants India Pvt. Ltd.

If the notice is to the Bidder:

Bidder/ Lead Member	[Member-2] ⁶
[●]	[●]

Any of the Bidder, the Company or the Transaction Advisor may change its address by a notice given to the other in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on

⁶Delete if not applicable

the date immediately after the date of transmission with confirmed answer back if transmitted by cable or facsimile whichever shall first occur.

IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorized representative of the Bidder on the date and year first hereinabove written.

<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>FOR [<i>Insert name of the Bidder/Lead Member</i>]</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>
<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>[FOR [<i>Insert name of Member-2</i>]⁷</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>

Important Instructions:

- 1) *For a Confidentiality Undertaking executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law.*
- 2) *In case of a consortium, all the Consortium Members are required to submit the Confidentiality Undertaking.*

⁷Delete if not applicable