GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED (GIFTCL)



RFP DOCUMENT FOR

"Development of Multi Level Car Parking (MLCP) along with Commercial Development on Building Footprint 13-M1 & 13-M2 in SEZ Area of GIFT City"

November 2023

RFP Reference No. **GIFTCL/BD/RFP/SEZ/2023/01**

ABSTRACT

Event Description	Date
1. Name of Work/Project	Development of Multi Level Car Parking (MLCP) along with Commercial Development on Building Footprint 13-M1 & 13-M2 in the Processing area of GIFT SEZ in GIFT City
2. Date of Issue of RFP	07/11/2023 to 04/01/2024 upto 15:00 hrs
3. Pre-Bid Meeting	28/11/2023 at 11.30 hrs
4. Last Date & time for Online Submission of Financial Bid	05/01/2024 upto 15:00 hrs
5. Last date & time for Physical Submission of Bid (Tender Fee, Bid Security and Qualification document)	06/01/2024 upto 15:00 hrs
6. Opening of Bid	06/01/2024 at 15:30 hrs
7. Opening of Financial Proposal	Will be informed later
8. Validity of Bids	180 days from last date of submission of Bid.
9. Signing of Agreement to Lease cum Development Agreement	Within 6 months from the date of Provisional Letter of Allotment (PLOA).
10. Period of Completion of Works/Project	04 years from the date of Provisional Letter of Allotment (PLOA)
11. Address for communication, Pre bid Meeting and clarifications.	**At the office of:** **Managing Director** **Gujarat International Finance Tec- City Company Limited** GIFT House, Block 12, Road 1D, Zone-I, GIFT CITY, Gandhinagar – 382355 Phone: +91-79-61708300 Email: bd.query@giftgujarat.in
12. Address for submission of BID	**At the Office of:** **Managing Director** **Gujarat International Finance Tec- City Company Limited** GIFT House, Block 12, Road 1D, Zone-I, GIFT CITY, Gandhinagar – 382355 Phone: +91-79-61708300
13. Cost of RFP document/Tender Fee	Rs.25,000/- payable as per Clause 1.3.6 of this RFP
14. EMD/ Bid Security	Rs.6,50,00,000/- Please refer Clause No.1.3.4 of this RFP

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GLOSSARY

Associate	As defined in Clause 2.2.10
Agreement to Lease	As defined in Clause 3.8.1
Bid / Proposal	As defined in the Disclaimer
Bid Due Date	As defined in Clause 1.1.23
Bid Security/ EMD	As defined in Clause 1.3.4
Bidding Documents	As defined in Clause 1.1.23
Bidding Process	As defined in Clause 1.3.1
Bidder(s)	Parties that submit their Bids in accordance with this RFP and shall include the Members of the Consortium
Co-Developer	As defined in Clause 1.1.13
Co-Development Agreement	As defined in Clause 3.7.5
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Developer	As defined in Clause 1.1.10
ECS	Equivalent Car Space
Financial Capacity	As defined in Clause 2.2.2 (B)
Financial Proposal	As defined in Clause 1.3.9
Financial Proposal Phase	As defined in Clause 1.3.1
GIFTCL	As defined in Clause 1.1.1
Jt. Bidding Agreement	As defined in Clause 2.2.5 (g)
Lead Member	As defined in Clause 2.2.5 (c)
PLOA	As defined in Clause 3.7.4
MLCP	Multi-Level Car Parking
Net Worth	As defined in Clause 2.2.3 (ii)
Non SEZ Area	As defined in Clause 1.1.5
Selected Bidder	As defined in Clause 3.7.3
Project	As defined in Clause 1.1.13
Qualification Phase	As defined in Clause 1.3.1
Re. or Rs. or INR or ₹	Indian Rupee
RFP	As defined in the Disclaimer
SEZ Area	As defined in Clause 1.1.5
SPV	As defined in Clause 2.2.5
Technical Capacity	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this RFP document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DISCLAIMER

The information contained in this Request for Proposal document **("RFP")** or subsequently further information provided to Bidder(s), whether verbally or in documentary or any other form, by or behalf of Gujarat International Finance Tec-City Company Limited ("**GIFTCL**") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which any information is subsequently provided.

This RFP is neither an agreement nor invitation to offer by GIFTCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to assist them in the formulation of their offer pursuant to this RFP **(the "Bid" or "Proposal")**. This RFP includes statements, which reflect various assumptions and assessments arrived at by GIFTCL in relation to the Development of the MLCP along with Commercial development at Building Footprint No. 13-M1 & 13-M2 in the Processing Area of GIFT SEZ in GIFT City (hereinafter referred as "**Project**"). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for GIFTCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own independent assessments, investigations and analysis and should check and be satisfied on the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain advice from appropriate sources as it may deem fit and take independent decision in respect thereof.

The information provided in this RFP to the Bidders(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIFTCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

GIFTCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

GIFTCL also accepts no liability of any nature, whatsoever, whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this RFP.

GIFTCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP without assigning any reason thereof.

The issue of this RFP does not in any way imply that GIFTCL is bound to select or to appoint the selected Bidder, for the Project and GIFTCL reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIFTCL, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain the liability of the Bidder and GIFTCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INVITATION FOR BID (IFB)

GIFT INTERNATIONAL FINANCE TEC-CITY COMPANY Limited (GIFTCL) invites bids for **"Development of Multi Level Car Parking (MLCP) along with Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City (**hereinafter referred to as **"Project")** from the Bidders with requisite technical and financial qualification, who are capable of design, finance, develop, construct and operate and maintain the Project in SEZ Area of GIFT City.

The website address for E-Tender is **https://tender.nprocure.com**

RFP document can be downloaded online from website at **https://tender.nprocure.com** by interested bidders during the dates of online downloading of RFP documents and Bids to be submitted on or before the last date and time for submission of bids as mentioned in the Abstract of this RFP document.

Bidders are required to submit Financial Proposal in electronic format only on **https://tender.nprocure.com** on or before the last date & time for online submission. Financial Proposal in physical form shall not be accepted in any case.

The Bidder should submit the Bid including Tender Fee, Bid Security/Earnest Money Deposit & related documents (Qualification Phase) etc. in physical form at the office of GIFTCL, Gift City, Gandhinagar, on or before last date and time of physical submission of Bids, as mentioned in the Abstract of the bid document. GIFTCL shall not be responsible for any kind of postal delay.

Bids will not be received, entertained and accepted after the stipulated date and time.

The interested bidders are required to participate in E-tendering, by registering on **https://tender.nprocure.com** and should have a valid Digital Certificate as per Information Technology Act, 2000, using which they can sign and submit their bids electronically. The Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. However, the bidders who are not having a valid Digital Certificate can procure the same from M/s. (n) Code Solution, GNFC, Ahmedabad, who is a licensed certifying authority by Government of India.

In case bidder needs any clarification or if any training is required for participating in E-tendering or if there is any problem regarding downloading, viewing or online submission of bid/ tender, the bidders can contact M/s. (n) Code Solution on following address, before last date of online submission of bid: -

M/s. (n) Code Solution, A division of G.N.F.C. Ltd.,
301, G.N.F.C. Info Tower, Bodakdev, S.G. Road,
Ahmedabad, Gujarat – 380 054 (India),
Phone No.079-40007501, 40007512, 40007516, 40007517,
Fax 079-26857321
Email: nprocure@gnvfc.net

GENERAL INSTRUCTIONS
(a) The Tender Fee will not be refunded under any circumstances.
(b) Bid Security/ Earnest Money Deposit in the form as specified in bid document only shall be accepted.
(c) The Bid shall be valid for 180 days from the last date of submission of bid.
(d) Bids without Tender Fee, Bid Security/ Earnest Money Deposit and which do not fulfill all or any of the conditions or those submitted incomplete, in any respect shall not be considered for evaluation.

(e) Not more than one Bid shall be submitted by a Bidder.
(f) Conditional Bid shall not be accepted.
(g) GIFTCL reserves the right to accept the highest responsive bid, based on evaluation of package and reject any or all bids/ RFP without assigning any reason.
(h) The bidders are advised to carefully read the instructions and eligibility criteria contained in the bid/ RFP document.

1. INTRODUCTION

1.1 Background

1.1.1 Gujarat International Finance Tec-City Company Limited, ("GIFTCL") is developing a global financial services hub, known as GIFT City, on various land parcels, situated and lying at Taluka and District Gandhinagar, Gujarat ("GIFT City Area"), which is catering to India's large financial services potential by offering global firms, the world class infrastructure and facilities. This City is a vertical city which will optimize land area consumption for development. The city is located on the banks of River Sabarmati connecting the Business capital (Ahmedabad) and Political capital (Gandhinagar) of Gujarat State.

1.1.2 The Development Plan of the GIFT City area was approved by Urban Development and Urban Housing Department, Government of Gujarat (GoG), vide Notification No. GH/V/170/2011/GIFT-102011-2523-L dated 19th October 2011, with land earmarked for various land uses like Commercial, Residential and Institutional etc. including the infrastructure. GIFT City comprises of SEZ area and non-SEZ area.

1.1.3 GIFT City is catering to the domestic & international financial sector along with residential, institutional facilities and allied activities. GIFT City will be developed with a built-up area potential of up to 62 (sixty two) million sq. ft. constituted of commercial space of 67%, residential space of 22% and social space of 11%.

1.1.4 The GIFT City's vision is to: *"Create a world class financial city by offering an unrivalled business environment to global and local financial and services sector enterprises*". GIFT City is catering to India's large financial services, information technology enterprises, informational technology enabled services including business process outsourcing and knowledge process outsourcing and other service sectors by offering world-class infrastructure and facilities. GIFT City is attracting the top talent in the country by providing a world-class working environment and quality of life. GIFT City is being designed to meet its customers' needs in terms of business environment, state-of-the art infrastructure and integrated townships. More information on GIFT City may be obtained from the website www.giftgujarat.in.

1.1.5 For the development of the GIFT City in the manner stipulated hereinabove, the GoG vide Government Resolution (GR) Nos. JMN/222007/1966/A.1 dated 22nd March 2011 and GR No. JGDH/1608/655/GH dated 22nd March 2011 read with Order No. CB/JMN/Vashi. 6254 to 6270/2011 dated 15th April 2011 of the District Collector, Gandhinagar, Government Resolution No. JMN/222007/1966/A.1 dated 7th June 2011 and Order No. CB/JMN/Vashi. 8466 to 8480/2011 dated 10th June 2011 of the District Collector, Gandhinagar transferred land admeasuring 412 acres to GIFTCL (hereinafter referred to as the "**GIFTCL Land**" or "**Non SEZ Area**") and land admeasuring 261 acres (hereinafter referred to as "**SEZ land**" or "**SEZ area**" or "**GIFT SEZ**") situated at villages in Ratanpur, Pirojpur, Shahpur and Valad, Taluka and District- Gandhinagar, Gujarat.

1.1.6 The Government of Gujarat, vide Notification No.GHM-2014-50-M-STP-122012-5091-H1 dated 1st March 2014 has remitted the stamp duty chargeable under clause (ga) of Article 5 of Schedule I of the Gujarat Stamp Act, 1958 and vide Notification No.GHM-2014-51-M-STP-122012-5091-H1 dated 1st March 2014 has exempted the registration fee under the Registration Act, 1908, on Development Agreement, granting development rights by GIFTCL in favour of the co-developers for the development of their projects in GIFT City.

1.1.7 Abovementioned Government Resolution Nos. JMN/222007/1966/A.1 dated 22nd March 2011 and GR No. JGDH/1608/655/GH dated 22nd March 2011 read with Order No. CB/JMN/Vashi. 6254 to 6270/2011 dated 15th April 2011 of the District Collector, Gandhinagar, Government Resolution No. JMN/222007/1966/A.1 dated 7th June 2011 and Order No. CB/JMN/Vashi. 8466 to 8480/2011 dated 10th June 2011, Notification No.GHM-2014-50-M-STP-122012-5091-H1 dated 1st March 2014 and Notification No.GHM-2014-51-M-STP-122012-5091-H1 dated 1st March 2014 of the District Collector Gandhinagar are hereinafter collectively referred to as "**GR and Collector's Orders**".

1.1.8 GIFTCL is developing GIFT City as a globally benchmarked International Finance Centre and also developing all infrastructure and utilities within GIFT City.

1.1.9 The Central Government vide its notification no. S.O. 1910 (E) dated 18th August, 2011, under sub-section (1) of Section 4 of the Special Economic Zones Act, 2005 (the '**SEZ Act'**) read with Rule 8 of the Special Economic Zones Rules, 2006 (the '**SEZ Rules'**) has notified over an area of 105.4386 Hectares (261 Acres) of land at Villages- Phirozpur and Ratanpur, Taluka-Gandhinagar, District-Gandhinagar in the State of Gujarat for development, operation and maintenance, as a sector specific multi-services Special Economic Zone (hereinafter referred to as " **GIFT SEZ / SEZ Area of GIFT City**").

1.1.10 GIFTCL ("**Developer**") is developing Multi Service SEZ over an area of 105.4386 Hectares (261 Acres) of land within the GIFT City area, covering processing area 65.1897 Hectares, non-processing area 14.4136 Hectares exclusive for SEZ entities and 25.8353 Hectares area for Dual Use area as per the provisions of the SEZ Act and SEZ Rules of the Government of India.

1.1.11 The Government of India, Ministry of Commerce and Industry, Department of Commerce vide its letter dated 27.12.2011 has conveyed the approval for setting up of International Financial Services Centre (IFSC) in the said GIFT SEZ Area.

1.1.12 The Government of India, Ministry of Commerce and Industry, Department of Commerce vide its notification dated 08th April 2015, has notified setting up of units in the IFSC approved in accordance with SEZ Rules and IFSC Regulations and operating guidelines issued by sector regulators i.e., Reserve Bank of India (RBI), Securities and Exchange Board of India (SEBI) and Insurance Regulatory and Development Authority of India (IRDA) from time to time. Regulations and guidelines for IFSC in Special Economic Zone (SEZs) launched on 10th April 2015 is available on GIFT City website (www.giftgujarat.in).

1.1.13 The International Financial Services Centre (IFSC) at GIFT City caters to Banking, Insurance and Capital Market companies etc. It is India's only approved International Financial Services Centre which allows businesses to transact in any foreign currency and provides a gateway for all inbound and outbound investment to India.

As part of the development of GIFT City, GIFTCL proposes to develop a MLCP of 2000 ECS along with commercial development on building footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City ("**Project**") as per design brief provided in the document. The bidder will be required to submit the proposal for development of MLCP having 2000 Equivalent Car Spaces (ECS) along with commercial development in the Project. The bidder can plan to develop Building upto the permissible height (121.26 Mtr) at Building Footprint 13-M1 & 13-M2 so as to achieve Built up area (BUA) in excess of 1000000 sq. ft. The quoted Development Rights for commercial space in the Financial Proposal will be considered at base rate of Rs. 1600/- per sq. ft. for allotment purposes. The Bidder shall quote Price Per ECS for 2000 ECS of MLCP as well as quantum of Development Rights (in sq. ft.) to be developed for Commercial

development over and above the MLCP, in the Financial Proposal. The difference between the Development Rights consideration (Rs. 1600 per Sq.Ft. x Development Rights quoted) and the total cost of 2000 ECS (quoted Price per ECS x 2000 ECS) shall be derived ("**Final Amount**"). The bidder whose Final Amount is the highest (H1) shall be considered as the Selected Bidder ("**Co-Developer**"). The Selected Bidder shall construct 2000 ECS and hand over to GIFTCL at a bid price. The Development Rights for construction of MLCP part for 2000 ECS will not be charged. Further, the parking required for commercial space shall be as per GIFT Area DCR over and above the MLCP. The concept plan of the proposed Project by the Selected Bidder will be approved by GIFTCL. On allotment of Project to the Selected Bidder, GIFTCL will issue Urban Design and Architectural Sheet (UDAS). GIFTCL has decided to carry out a transparent and competitive process for selection of the Selected Bidder as Co-Developer for the development of the said Project.

1.1.14 The Selected Bidder shall be required to obtain requisite approval under SEZ Act for acquiring the Co-Developer status from the Competent Authority for development of the Project. GIFTCL will grant the Development Rights to the Co-Developer for the Commercial development in the Project on the underlying land in the processing area of GIFT SEZ in GIFT City on execution of Agreement to Lease Cum Development Agreement (Agreement to Lease). The period for completion of the Project will be 4 (Four) years from the date of Provisional Letter of Allotment (PLOA). The underlying land for development of the Project will be given on leasehold basis for a period of 99 years from the date of execution of the Agreement to Lease. The Lease Deed for the underlying land will be executed in favour of the Co-Developer, upon completion of MLCP part of the Project.

1.1.15 The Selected Bidder will be entitled to transfer/ sell the 2000 ECS in the said Project along with assignment of the undivided proportionate leasehold rights in the underlying land to GIFTCL, for the maximum residue period of the lease of the land, as per the terms and conditions of the Agreement to Lease cum Development Agreement.

1.1.16 The selected/ preferred Bidder will be required to design, finance, develop, and construct, the MLCP along with the Commercial development. After completion of the Project, GIFTCL will purchase the 2000 ECS from the Selected Bidder vide a separate transfer deed. The Selected Bidder will be responsible for operation and maintenance of the commercial development & its corresponding parking facility as per GIFT Area DCR of the Project and GIFTCL or any of its agency will be responsible for operation and maintenance of the 2000 ECS after purchase of the same from the Selected Bidder. Location Map and Site Plan of the proposed Project is enclosed as Appendix-IX.

1.1.17 The Co-Developer will be entitled to lease/sub-lease, the units, built-up space or premises in the said Project to the entities and associates, engaged directly in banking, insurance, brokerage, asset management, commodity market, capital market, IT/ ITes, financial services and any other services authorized by International Financial Services Centers Authority, or SEZ Authority under SEZ Act and SEZ Rules and which has received a formal letter of approval from the Development Commissioner, GIFT SEZ, to setup their units to undertake the authorized operations.

1.1.18 For the development of the Project in Processing Area of SEZ, the Selected Bidder shall comply with the provisions of the RERA, GIFT Area Development Control Regulations (GIFT Area DCR), Handbook for Co-Developer, Gujarat State Fire & Life Safety Regulations, SEZ Act & SEZ Rules as applicable for GIFT SEZ Area and other applicable guidelines/specifications issued by GIFTCL from time to time and the conditions of GR and Collector's Order / any amendment thereof. The GIFT Area DCR and Handbook for Co-Developer is available on the GIFT web site (enclosed as Schedule III and Schedule IV respectively). The detailed terms and condition for development of the Project will be as per the Agreement to Lease-cum-Development Agreement to be entered into between GIFTCL and the Selected Bidder (hereinafter referred to as the "**Agreement to Lease**"). Copy of GR and Collector's Order is enclosed as Appendix-VIII.

1.1.19 The SEZ benefits and compliances are more particularly described in Appendix-X hereto.

1.1.20 The Selected Bidder, who is a national or international company or any combination of them in the form of a consortium or joint venture and competent to contract shall be responsible for development of the said Project. The development of the Project will broadly include design, finance, procurement, construction, operation and maintenance of the MLCP along with Commercial Development in the GIFT SEZ Area. The Co-Developer will be entitled to transfer the built up units / premises to the transferees under and in accordance with the provisions of the SEZ Act, SEZ Rules and Agreement to Lease cum Development Agreement to be entered into between GIFTCL and the Selected Bidder (the "**Co-Developer**").

1.1.21 The Agreement to Lease cum Development Agreement shall have detailed terms and conditions for grant of Development Rights to the Co-Developer and terms of the lease.

1.1.22 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the commitments and obligations of the Co-Developer set forth in the Agreement to Lease cum Development Agreement or GIFTCL's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omission, conflict or contradiction in the Bidding Document including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by GIFTCL.

1.1.23 GIFTCL shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as may be modified, altered, amended and clarified from time to time by GIFTCL (collectively "**Bidding Documents**"), and all Bid shall be prepared and submitted in accordance with such terms on or before the Bid Due Date as specified in Clause 1.4 ("**Bid Due Date**").

1.2 Brief description of Project

1.2.1 The proposed development at building footprint 13-M1 & 13-M2, shall be based on multiuse building (MUB) concept, by amalgamating MLCP and Commercial development.

GIFTCL proposes to develop a MLCP of 2000 ECS along with commercial space on building footprint 13-M1 & 13-M2 in the Processing Area of GIFT SEZ in GIFT City. The bidder will be required to submit the proposal for development of MLCP having 2000 Equivalent Car Spaces (ECS) along with commercial development so as to achieve Built up area (BUA) in excess of 1000000 sq. ft. in the Project. The Selected Bidder will be allotted Development Rights for commercial space as quoted in the Financial Proposal. Selected Bidder must construct 2000 ECS and hand over to GIFTCL at the bid price quoted. Commercial space shall be available to bidder for lease/sublease the space. The draft design brief for the Project part is shown below.

Part A: Commercial space in MLCP building project

The bidder will be required to submit the proposal for development of MLCP having 2000 Equivalent Car Spaces (ECS) along with Commercial development in the Project. The bidder can plan to develop Building to achieve the maximum permissible height (183.91 Mtr from amsl) at Building Footprint 13-M1 & 13-M2 so as to achieve Built up area (BUA) in excess of 1000000 sq. ft. The quoted Development Rights for commercial space in the Financial Proposal will be considered at a Base Rate of Rs. 1600/- per sq. ft. for allotment purpose. The bidder must quote Price Per ECS for 2000 ECS of MLCP as well as quantum of Development Rights (in sq. ft.) to be developed for Commercial development over and above the MLCP, in the Financial Proposal. The difference between the Development Rights consideration (Rs. 1600 x Development Rights quoted) and the total cost of 2000 ECS (quoted Price per ECS x 2000 ECS) shall be derived ("**Final Amount**"). The bidder whose Final Amount is the highest (H1) shall be considered as the Selected Bidder. The Development Rights for construction of MLCP part for 2000 ECS will not be charged. Further, the parking required for commercial space shall be as per GIFT Area DCR over and above the MLCP. The Selected Bidder will be allotted Development Rights for commercial space as quoted in the Financial Bid.

The Selected / preferred Bidder will be required to design, finance, develop, construct, operate and maintain the Commercial space in building and handover 2000 ECS to GIFTCL at bid price quoted of ECS. Location Map and Site Plan of the proposed project is enclosed as Appendix-IX.

The Development Rights are equivalent to Built-Up Area for the said Project (the area covered by a building on all floors, except the areas excluded as specified under clause no. 5.1.1 of Part 4 of GIFT Area Development Control Regulations and as of MLCP.

The concept plan of the proposed Project by the Selected Bidder will be approved by GIFTCL. On allotment of Project to the Selected Bidder, GIFTCL will issue Urban Design and Architectural Sheet (UDAS).

Bidders can plan the building to achieve the maximum permissible height of 121.26 meters on the given underlying land of 11395 sq.mtr. (Basement extent). The average ground level of the site is 62.65 Mtr AMSL. Please refer to the Site Plan of the proposed project enclosed as Appendix-IX.

Development permission needs to be taken from GIFTUDA before starting any construction work at site. The Bidders need to design the building in conformity with the UDAS, GIFT Area DCR, NBC-2016 and State Fire Regulations. All the required consultants (Architect, Structure, MEPF, Green building etc.) shall be accredited with GIFT as per prevailing guidelines.

Skip floor provisions shall be made at 70m height if proposed Building height is more than 100 mtr. The highest point of any structure or element of the project shall not be more than 121.26 meter.

The parking requirements for commercial Development as per the GIFT Area DCR for the said development need to be accommodated in addition to 2000 ECS of MLCP. Space planning for all the required utilities shall be done as per GIFT guidelines, each for MLCP and for commercial part of the building.

The commercial part of the project may include office spaces etc.

Bidder is free to choose any area for commercial/retail development, however GIFT MLCP parking requirement (2000 ECS) is to be done upto 3 floors above Ground floor.

The Operation and Maintenance of all the utilities and infrastructure related to Commercial development shall be done by the Selected Bidder. The Selected Bidder shall operate and maintain the entry and exit ramps, parking, elevators, common areas/spaces, staircases, lobbies and utility connections viz., power, water, solid waste, district cooling, sewage disposal, ICT, etc., of the commercial premises/built-up space, at all times.

The Selected Bidder shall be responsible for payment of the proportionate lease rent, premium, City Level Maintenance (CLM) Charges, utility connection and consumption charges to GIFTCL or its subsidiaries, for the commercial premises/built-up space, at all times after completion of the Project.

The Selected Bidder shall ensure compliance of all the statutory provisions including Fire safety, RERA, SEZ Act and rules etc. for the commercial premises/built-up space, always after completion of the Project.

The Outer periphery of the Project Building and approach upto the entry and exit ramps of MLCP, shall be operated and maintained by the Selected Bidder, at all times, after completion of the Project.

Part B: Multi Level Car Parking (MLCP)

The selected Bidder shall construct MLCP of 2000 ECS and handover to GIFTCL at bid price quoted. The Development Rights for construction of MLCP part for 2000 ECS

will not be charged. GIFTCL will take the ownership of MLCP project (2000 ECS). The design brief of MLCP to be developed, are as follows:

- The MLCP shall have the total equivalent Car space (ECS) of 2000, excluding the parking space required for the commercial part of the Project.
- MLCP building shall consist of minimum two number of basements. 2000 ECS of MLCP has to be done upto maximum 3 floors above Ground floor.
- The Bidder should prepare a Traffic Management Plan (TMP) for MLCP, by considering peak/ hour traffic during morning and evening office hours and block level entry-exit. Accordingly, the Co-Developer, shall plan the ingress and egress from MLCP including ramp movements, that during rush hours, MLCP will be emptied in maximum 1 hour. Selected Bidder needs to submit traffic simulation model of MLCP along with final design for GIFTCL approval
- There shall be provision of separate lifts and staircase for MLCP apart from required for commercial part of the Project, for ease of entry and exit for pedestrians.
- Minimum 6-meter-wide driveways shall be provided for two-way movement of traffic.
- Architecturally, the building should be appealing and should blend in with the overall character of GIFT campus.
- Entrance and exit to be regulated through boom barrier and card access/RFID system, for authorized cars/ two-wheelers only.
- MLCP shall have provision for only cars and two-wheelers. Large vehicles like buses and trucks shall be strictly prohibited.
- Provision of complete separate MEPF system for MLCP (apart from required for commercial part of the project), including electrical, water, drainage, ventilation, solid waste management, firefighting, smoke detection, CCTV, public announcement, boom barrier and card reader system (for authorized parking). Bidder may consider the utilities infrastructure for MLCP and commercial building either combined or separate. However, metering arrangement for all the utilities of MLCP shall be separate. Further, the Common Area Maintenance (CAM) charges for MLCP part shall be different than the CAM charges for Commercial Development. The CAM charges for MLCP shall be decided on a mutually agreed basis between Selected Bidder and GIFTCL.
- Firefighting and ventilation system shall be given due importance, to avoid build-up of carbon monoxide from combustion of automobiles.
- Provision of non-slippery surface, to ensure safe movement of automobiles and use of non-combustible construction material.
- Provision of handicap accessibility with vehicles close to stair and elevator and eliminate any potential hidden places such as under open stairs.
- Adequate provision of signs and wayfinding, such that, driver can read in a timely fashion and clear signages to locate all major internal pedestrian access points as well as external major roads and buildings. This shall also include color coding, parking numbers etc.
- Target for green building concept with minimum IGBC gold or equivalent.

- The final design including architectural views needs to be verified with GIFTCL, before execution of the MLCP Project.
- Proper Lighting and ventilation system as per NBC guideline shall be provided in MLCP.

1.3 Brief description of Bidding Process

1.3.1 GIFTCL has adopted a two envelope Bidding Process (collectively referred to as the **"Bidding Process"**) for selection of the Selected Bidder for development of the Project. The first phase (the **"Qualification Phase"**) of the process involves pre-qualification of the interested bidders/consortium as specified in the Bid document in accordance with the provisions of Clause 3A of this RFP. At the end of Qualification Phase, GIFTCL will pre-qualify Bidders who will be eligible for opening of their Financial Proposal part of the second phase (the **"Financial Proposal Phase"**) in accordance with the provisions of Clause 3B.

1.3.2 GIFTCL may award the Project, based on the evaluation of the Qualification and Financial Proposals of the bidder(s) as per the criteria laid down in Clause 3.7 of this RFP. GIFTCL would allot Development Rights on payment of Final Amount as stipulated in Clause 3.7 to the Selected Bidder for commercial development in the Project in GIFT SEZ Area. The detailed terms and conditions for allotment of Development Rights, payment schedule, lease period and obligations of Co-Developer would be as per the Agreement to Lease. Subject to provisions in Clause 2.9, the aforesaid documents and any addendum issued subsequent to this Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.3.3 The Bid shall be valid for a period of 180 days from the last date of submission of the Bid.

1.3.4 A Bidder shall submit, along with its Bid, an **Earnest Money Deposit** (EMD)/Bid Security amounting to **Rs.6,50,00,000/- (Rupees Six Crores Fifty lacs Only)** (hereinafter referred to as the "**Bid Security**" or "**EMD**"). The Bidders may provide an EMD in the form of Demand Draft/ Bankers Cheque / Pay Order/ Bank Guarantee, from any Nationalized / Scheduled Commercial Bank located in India drawn in favor of "**GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED**", payable at Ahmedabad as specified in Clause 2.21.1. EMD submitted in the form of cheque will not be accepted and bid will be rejected. The Bid shall be summarily rejected if it is not accompanied by the EMD.

1.3.5 This document comprises of instruction to bidders.

1.3.6 This RFP document may be downloaded online from the website at **https://tender.nprocure.com**. A non-refundable Tender Fee of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** is payable in the form of Demand Draft / Banker's Cheque / Pay Order from any Nationalized / Scheduled Commercial Bank located in India drawn in favor of '**GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED** payable at Ahmedabad. Tender Fee submitted in form of cheque will not be accepted and bid will be rejected. Any bid/ proposal not accompanied by an acceptable Bid Security/EMD and Tender Fee shall not be opened.

1.3.7 The Bidder shall be required to submit the Bid in hard cover as specified in Clause 2.12

1.3.8 In the Qualification Phase, Bidders would be required to furnish the information specified in this RFP. Only those Bidders who are qualified in the qualification proposal phase shall be eligible for evaluation of their Financial Proposals in the Financial Proposal Phase.

1.3.9 In the Financial Proposal Phase, the Financial Proposal (the **"Financial Proposal"**) submitted online by the pre-qualified Bidders will be evaluated. The Financial Proposal shall be submitted by the Bidder online on or before the Online submission of Bid Due Date as specified in Clause 1.4

1.3.10 The Selected Bidder, as defined in Clause 3.7.3, shall be selected based on evaluation of the Proposals submitted by the Bidders as per terms and conditions of this document.

1.3.11 During the bidding process, Bidders may personally visit to examine the GIFT City Project in greater detail, and to carry out, at their cost, such studies as may be required for development of the Project before submitting their respective Bid.

1.3.12 Any addendum, clarification issued by GIFTCL subsequent to this RFP Document, before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.3.13 Any queries or request for additional information concerning this RFP shall be submitted by the Bidder in writing or e-mail to the officer designated in Clause 2.12.6. The envelopes/communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: **"RFP for Development of Multi Level Car Parking (MLCP) along with Commercial Development on Building footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in Gift City".**

1.4 Schedule of Bidding Process

GIFTCL shall endeavor to maintain the following schedule:

Event Description	Date
1. Date of Issue of RFP	From 07/11/2023 upto 04/01/2024 upto 17:00 hrs
2. Pre-Bid Meeting	28/11/2023 at 11.30 hrs
3. Last date & time for Online Submission of Financial Bid	05/01/2024 upto 15:00 hrs
4. Last date & time for Physical Submission of Tender Fee, Bid Security and Qualification Phase document etc.	06/01/2024 upto 15:00 hrs
5. Opening of Bid	06/01/2024 at 15:30 hrs
6. Opening of Financial Proposal	Will be informed later
7. Validity of Bids	180 days from Bid due date
8. Signing of Agreement to Lease.	Within 06 months from date of Provisional Letter of Allotment (PLOA)

2 INSTRUCTIONS TO BIDDERS

2A. GENERAL

2.1 Project Design Brief

GIFTCL proposes to develop a MLCP of 2000 ECS along with Commercial development in excess of 1000000 sq. ft. of Built-up area on building footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City. The bidder will be required to submit the proposal for development of MLCP having 2000 Equivalent Car Spaces (ECS) along with Commercial development in the Project. The bidder can plan to develop Building upto the permissible height (121.26 meter) at Building Footprint 13-M1 & 13-M2 so as to achieve Built up area (BUA) in excess of 1000000 sq. ft. The quoted Development Rights for Commercial space in the Financial Proposal will be considered at Base Rate of Rs. 1600/- per sq. ft. for allotment purpose. The bidder shall quote Price Per ECS for 2000 ECS of MLCP as well as quantum of Development Rights (in sq. ft.) to be developed for Commercial development over and above the MLCP, in the Financial Proposal. The difference between the Development Rights consideration (Rs. 1600 x Development Rights quoted) and the total cost of 2000 ECS (quoted Price per ECS x 2000 ECS) shall be derived ("**Final Amount**"). The bidder whose Final Amount is the highest (H1) shall be considered as the Selected Bidder. The Selected Bidder shall construct 2000 ECS and hand over to GIFTCL at the bid price quoted. The Development Rights for construction of MLCP part for 2000 ECS will not be charged. Further, the parking required for commercial space shall be as per GIFT Area DCR over and above the MLCP.

The Development Rights are equivalent to Built-Up Area for the said Project (the area covered by a building on all floors, except the areas excluded as specified under clause no. 5.1.1 of Part 4 of GIFT Area DCR).

The concept plan of the proposed Project by the Selected Bidder will be approved by GIFTCL. On allotment of the Project to the Selected Bidder, GIFTCL will issue Urban Design and Architectural Sheet (UDAS). The common spaces on the Allotted Land, outside the building footprint shall be developed and maintained, strictly as per UDAS.

Bidders can plan the building to achieve the maximum permissible height of 121.26 meter on the given underlying land of 11395 Sq. meter (Basement extent). The average ground level of the site is 62.65 meters. Please refer to the Site Plan of the proposed Project enclosed as Appendix-IX

Building permissions need to be taken from the Competent Authority before starting any construction work at site. The bidder needs to design the building in conformity with the UDAS, GIFT Area DCR, NBC-2016 and State Fire Regulations. All the required consultants (Architect, Structure, MEPF, PMC, Green building etc.) shall get accredited with GIFT as per prevailing guidelines. MLCP will be designed as per GIFT Area DCR and its Amendment dated 9th of March 2021, and IRC: SP:12-2015.

Skip floor provisions shall be made at 70m height if proposed building height is more than 100 mtr. The highest point of any structure or element of the Project shall not be more than 121.26 meter.

The parking requirements as per the GIFT Area DCR for the said commercial part of the Project need to be accommodated in addition to 2000 ECS of MLCP. Space planning for all the required utilities shall be done as per GIFT guidelines and to be accommodated within basement.

For enhancing the Parking efficiency in the basement, Additional appurtenant below grade land may be allotted as per site conditions and approval of GIFTCL Management. 300 ECS of MLCP should be provisioned through stack parking. 20% total ECS of MLCP shall be provided for Two Wheelers.

The basements for the proposed Project shall be constructed using suitable technology to protect existing constructed features such as sewer lines, tunnel, and basement of existing building and other utilities.

GIFTCL will provide a clean land parcel for development of the Project. The land parcel (building footprint 13-M1 & 13-M2) to be given for development of Project is free from encumbrance.

2.1.1 Scope of Bids

GIFTCL invites Bids from the Bidders for both Qualification Phase & Financial Proposal Phase together. The Bidders who are qualified in the qualification phase as per the criteria laid down in this RFP would become eligible for opening and evaluation of their Financial Proposal.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following criteria shall apply:

a) The Bidder for pre-qualification may be a single entity or a group of entities (the **"Consortium/SPV"**), coming together to implement the Project in Processing area of GIFT SEZ in GIFT City. However, no Bidder applying individually or as a member of a Consortium/SPV, as the case may be, can be member of another Bidding consortium/SPV or as individual Bidder. The term Bidder used herein would apply to both a single entity and a Consortium/SPV.

b) A Bidder may be a national and/or internationally incorporated company and/or Partnership firm and/or Limited liability Partnership firm, or in the form of consortium or SPV or joint venture or Associate or Group Company (maximum 05 members), competent to contract. A Consortium/SPV shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

c) A Bidder shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder or any Member of Consortium/SPV Bidder or any other Bidder, its member or any Associate thereof have any direct or indirect interest in the other Bidder or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any Associate thereof has participated as a consultant to GIFTCL in the preparation of any documents, design, or technical specifications of the Project under this RFP.

d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of GIFTCL in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (I) issue of the Provisional Letter of Allotment (PLOA) or (ii) execution of Co-Development Agreement or (iii) execution of the Agreement to Lease. In the event any such adviser is engaged by the Selected Bidder or Co-Developer, as the case may be, after issue of the PLOA or execution of the Agreement to Lease for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the PLOA or the Agreement to Lease and without prejudice to any other right or remedy of GIFTCL, including the forfeiture and appropriation of the EMD, which GIFTCL may have there under or otherwise, the PLOA or the Agreement to Lease, as the case may be, shall be liable to be terminated without GIFTCL being liable in any manner whatsoever to the Selected Bidder or Co-Developer for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP, nor will this disqualification apply where such adviser is engaged after a period of 1 (one) year from the date of signing of the Agreement to Lease.

Explanation:

In case a Bidder is a Consortium/SPV, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium/SPV.

2.2.2 To be eligible in the pre - qualification Phase, a Bidder's competence and capability is proposed to be established by the following parameters:

(A) Technical Capacity; and

(B) Financial Capacity

On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed below. Any Bidder meeting all the criteria will be pre-qualified for opening of its Technical Proposals at the Technical Proposal Phase.

(A) **Technical Capacity:** Bidder's capacity shall be measured in terms of the following parameters. The Bidder must satisfy all the following minimum Qualification criteria for experience: -

Technical Capacity of Bidders

The Bidder is required to furnish the following details of the completed commercial / residential / institutional/mixed use building projects, during last 6 years before the bid due date:

(i) At least one single project of commercial/residential/institutional/mixed-use buildings of minimum 0.2 million sq. ft. of BUA as per occupancy certificate/ building use permission/completion certificate and

(ii) Multiple Projects of aggregate commercial/residential/institutional/mixed-use buildings of minimum 0.6 million sq. ft. of BUA as per occupancy certificate/ building use permission/completion certificate.

Note:

1. *The Bidder shall submit occupancy certificate/ building use permission/completion certificate issued by the competent authority for each completed building/project.*
2. *The Bidder shall quote experience in respect of a particular project, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible project shall not be permitted in any form.*
3. *Experience for any activity relating to a project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.*
4. *The development of commercial, residential, institutional buildings (hospital, school, university, college, club, etc.), mixed use buildings and the parking structures like multi-level car parking (MLCP) shall be considered for evaluation of technical criteria.*

5. *The commercial/residential/institutional/mixed use building/s and the parking structures (MLCP) constructed by an entity in the capacity of a contractor shall be considered for evaluation of technical criteria. The contractor needs to submit the work completion certificate. Only the Prime/Lead contractor who has completed the project on an end-to-end basis shall be considered.*

(B) **Financial Capacity:** The Bidder shall have the financial capacity as under:

(i) Average Annual Financial turnover, of construction and development of the buildings, during the last 3 consecutive financial years preceding Bid Due Date should be at least Rs. 50 Crores; and

(ii) Net worth of at least Rs. 25 Crores as on the end of financial year preceding Bid Due Date as per the audited financial statements

Note: In case of a consortium, following shall be evaluated:

1. *The Bidder may bring other entities as consortium member and form a new entity fortaking up the development of the Project. The Annual Financial Turnover and Net worth will be considered as per the audited financial statements of entities/consortium members. The technical criteria ensures that the Bidder has the relevant experience in the development of the building. The Bidder's may form a consortium with an entity who has the requisite financial capacity for execution of the Project. However, suchan entity may not necessarily be from a real estate sector*.
2. *In the case of an SPV, a copy of the JV Agreement/Proof of registration of the Entity shall be submitted by the Applicant. SPV may include a Company, Partnership firm Co-operative Society, Limited Liability Partnership (LLP)*.
3. *In case of SPV/consortium (group of entities maximum 5 members coming togetherto implement the Project in GIFT City), the combined technical and financial capacity of members of SPV/ Consortium will be considered who will hold at least 26% of equity shares in the SPV, till the completion of the Project. ("completion" means when the Occupancy Certificate is issued by the competent authority for the project). Further, such members whose technical and financial capacity have been considered for qualification shall collectively always hold at least 51% of the subscribed and paid-up equity of the SPV until the completion of the Project.*
4. *The Members of the SPV/ Consortium shall submit an undertaking in terms of Clause3 and 4 above regarding holding of equity shares in the SPV*.
5. *In computing the technical capacity and financial capacity of the Applicant, the technical capacity and financial capacity of their respective associates/ group companies/business entities would also be considered*.
6. *In such case, the Applicant shall submit a Certificate from its statutory auditors stating that the entity whose Technical/Financial Capacity is submitted, are subsidiaries/Associates/ Group Companies or business entities of the Applicant*.

2.2.3 The Bidders shall submit its Bid as per the format prescribed at Appendix-I along with its annexures and with the following documents:

i. Certificate(s) from the concerned client(s) stating that the eligible works was/were completed/ commissioned, as the case may be, during the past 6 years in respect of the project specified in paragraph 2.2.2(A) above. In case a particular job/contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/contract by producing a certificate from the client; and

ii. Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year and turnover for preceding 3 consecutive financial years and specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3(ii). For the purposes of this RFP, Net Worth (the **"Net Worth"**) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.4 The Bidder should submit a Power of Attorney as per the format placed at Appendix-III, authorizing the signatory of the Bid to sign and submit the Bid. In the case of a consortium, the Members should submit a Power of Attorney in favor of the lead Member as per format at Appendix-IV and the Lead Member should submit a Power of Attorney as per the format placed at Appendix-III, authorizing the signatory of the Bid to sign and submit the Bid.

2.2.5 Where the Selected Bidder is a single entity, it may either itself or through a Special Purpose Vehicle, incorporated, for the development of the Commercial Project incorporated under the relevant statutes in India, shall execute the Co- Development Agreement and Agreement to Lease for development of the Commercial Project in Processing area of GIFT SEZ in GIFT City. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a) Number of members in a consortium should be limited to 5 (five);

b) The Bid should contain the information required for each member of the Consortium.

c) Members of the Consortium shall nominate one member as the lead member (the **"Lead Member"**), who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The equity share holding of the Lead Member should be higher than equity share holding of any other Member. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the Consortium;

d) the Bid should include a brief description of the scope, roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

e) An individual Bidder cannot at the same time be a member of a Consortium applying for the Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Bid;

f) the members of the Consortium shall form an appropriate SPV in India to execute the Project, if awarded to the Consortium;

g) members of the Consortium shall enter into a binding Joint Bidding Agreement substantially in the form specified at Appendix-V (the **"Jt. Bidding Agreement")** for the purpose of making and submitting Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

(i) convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which SPV would enter into

the Agreement to Lease and subsequently carry out all the responsibilities as Co-Developer in terms of the Agreement to Lease, in case the Project is awarded to the Consortium;

(ii) clearly outline the proposed roles and responsibilities of each member at each stage;

(iii) commit the minimum equity stake to be held by each member; and

(iv) The members of the consortium whose technical or financial capacity has been considered will be required to hold equity share of at least 26% in the SPV for the period until completion of the Project.

(v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of the respective Project; and

(vi) include a statement to the effect that all members of the Consortium shall, till the completion of the Project, be liable jointly and severally for all obligations of the Selected Bidder/ Co-Developer in relation to the Project until the financial closure of the Project is achieved in accordance with the Agreement to Lease.

h) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of GIFTCL.

2.2.6 Any entity which has been barred by the Central/State Government or any entity/authority controlled by them, from participating in any project and the bar subsists as on the Bid Due Date, would not be eligible to submit Bid either individually or as member of a Consortium.

2.2.7 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been removed from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.8 In computing the Technical Capacity and Financial Capacity of the Bidder/s under Clauses 2.2.2, 2.2.3 and 3.1, the Technical Capacity and Financial Capacity of their respective Associates/ Group Companies / Business Entities would also be considered.

2.2.9 In such case, the Bidder shall submit a Certificate from its statutory auditors stating that the entity whose Technical/Financial Capacity is submitted, are Associates/ Group Companies or business entities of the Bidder as defined in this RFP document.

2.2.10 For purposes of this RFP

2.2.10.1 Associate means

(i) a company or corporation, in which the Applicant has a significant influence (means control of at least twenty-six per cent of total voting power), but which is not a subsidiary company of the Applicant having such influence and includes

a joint venture company (means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement) and

(ii) a person, which is not a company or corporation, the Applicant has a significant influence (means capital contribution of at least twenty-six per cent).

2.2.10.2 Group Companies or Business Entities means where the majority of the bidding company's promoters are common promoters of those Group Companies/ business entities and such promoters having controlling stake therein.

2.2.11 The following conditions shall be adhered to while submitting Bid:

a) Bidder should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, Bidder may format the prescribed forms making necessary provision for incorporation of the requested information.

b) Information supplied by Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder or constituent member named in the Bid and not, unless specifically requested, to other associated companies or firms;

c) In responding to the pre-qualification phase, Bidder should demonstrate their capabilities in accordance with Clause 3.1 below and

d) In case the Bidder is a consortium, each member of the Consortium should substantially satisfy the pre-qualification requirements to the extent specified herein.

In the above cases the Qualification of such Bidder or the continued Qualification of the Bidder shall be subject to approval of GIFTCL from national security and public interest perspective. The decision of GIFTCL in this regard shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, GIFTCL shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform GIFTCL of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 6 (Six) years (for technical capacity as per clause 2.2.2) or 3 (three) years (average turnover in financial capacity as per clause 2.2.2) or Net worth in financial capacity as per clause 2.2.2, as the case may be, preceding its latest financial year. For the avoidance of doubt, the financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder during its normal business.

2.3 Change in composition of the Consortium

2.3.1 Any kind of change in the composition of a Consortium will not be permitted by GIFTCL during the Bidding process.

2.4 Number of Bids and costs thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. Such a Bid shall not be considered for pre-qualification and if discovered later GIFTCL shall remove such pre-qualified Bidder.

2.4.2 The Bidder shall be responsible for the costs associated with the preparation of their Bid and their participation in the bidding process. GIFTCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, market, connectivity, location, surroundings, climate, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the RFP;

b) received all relevant information requested from GIFTCL;

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GIFTCL relating to any of the matters referred to in Clause 2.5 above; and

d) agreed to be bound by the undertakings provided by it under and in terms hereof.

e) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under; and

f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis

for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from GIFTCL, or a ground for termination of the Agreement by the Selected Bidder

2.6.2 GIFTCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GIFTCL.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, GIFTCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. If GIFTCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 GIFTCL reserves the right to reject any Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by GIFTCL, the supplemental information sought by GIFTCL for evaluation of the Bid, if the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Selected bidder gets disqualified / rejected, then GIFTCL reserves the right to:

(i) declare the next ranking bidder (H2 Bidder) as the Selected bidder; or
(ii) take any such measure as may be deemed fit in the sole discretion of GIFTCL, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Co-Development Agreement, or after execution of Agreement to Lease cum Development Agreement and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Co-Developer either by issue of the PLOA or entering into the Co-Development Agreement or executing the Agreement to Lease, and if the Bidder/ SPV has already been issued the PLOA or has entered into the Co-Development Agreement or executed the Agreement to Lease, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GIFTCL to the Bidder, without GIFTCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which GIFTCL may have under this RFP, the Bidding Documents, the Agreement to Lease or under applicable law.

2.7.4 GIFTCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure or omission of GIFTCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GIFTCL there under.

2.7.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.7.6 The documents including this RFP and all attached documents, provided by GIFTCL are and shall remain or become the properties of GIFTCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.7.6 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and GIFTCL will not return to the Bidders any Bid, document or any information provided along therewith.

2B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

- **Invitation for Bids**

  Section 1. Introduction
  Section 2. Instructions to Bidder
  Section 3. Criteria for Evaluation
  Section 4. Fraud & Corrupt Practices
  Section 5. Pre Bid Conference
  Section 6. Miscellaneous
  Section 7. Additional Terms & Conditions

- **Appendix**
  i. Letter comprising the Bid (*Appendix-I*);
  ii. Technical Proposal Submission (*Appendix-II*);
  iii. Power of Attorney for signing of Bid (*Appendix-III*);
  iv. Power of Attorney for Lead Member of Consortium (*Appendix-IV*);
  v. Joint Bidding Agreement for Consortium (*Appendix-V*);
  vi. Anti Collusion Certificate (*Appendix-VI*);
  vii. Bid Security (Bank Guarantee) (*Appendix-VII*);
  viii. GRs and Collector's Orders (*Appendix-VIII*)
  ix. Location Map & Site Plan (*Appendix-IX*)
  x. SEZ Benefits and Compliances (*Appendix-X)*

- **SCHEDULE**
  Schedule-I: Payment Terms (Schedule-I)

  Schedule-II: Infrastructure details (*Schedule-II*)

  Schedule-III: GIFT Area DCR

  Schedule-IV: Handbook for Co-Developers

  Schedule-V: Ready Reckoner for Electrical Infrastructure

  Schedule-VI: Ready Reckoner for water connection

  Schedule-VII: Ready Reckoner for sewage connection

  Schedule-VIII: Ready Reckoner for solid waste connection

  Schedule-IX: Ready Reckoner for District Cooling Connection

  Schedule-X: Intelligent Building Management System (IBMS) Guidelines for Building Campus for GIFT Area.

  Schedule-XI: Suggestive Communication cabling guidelines for Commercial and Residential Buildings in GIFT City.

  Schedule-XII: ICT Telecom room requirement details cum checklist.

  Schedule-XIII: Utility Tariff Charges
  Schedule-XIV: Indicative Soil Test Report

2.8.2 The Bidders requiring any clarification on the RFP may notify GIFTCL in writing or by e-mail in accordance with Clause 1.3.13. They should send their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. GIFTCL shall endeavor to respond to the queries within the period specified therein, prior to the last date & time for Online submission of bid. The responses to the queries will be uploaded on **https://tender.nprocure.com** .

2.8.3 GIFTCL shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, GIFTCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring GIFTCL to respond to any question or to provide any clarification.

2.8.4 GIFTCL may also in its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by GIFTCL shall be deemed to be part of the RFP. Verbal clarifications and information given by GIFTCL, or its employees or representatives shall not in any way or manner be binding on GIFTCL.

2.9 Amendment of RFP

2.9.1 At any time not later than 7 Days prior to the deadline for submission of Bid, GIFTCL may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP by the issuance of Addendum or by way of clarification.

2.9.2 In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, GIFTCL may, at its own discretion, extend the Bid Due Date.

2 C. PREPARATIONS AND SUBMISSION OF BID

2.10 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purposes of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.11 Format and signing of Bid

2.11.1 The Bidder shall provide all the information sought under this RFP. GIFTCL will evaluate only those Bid that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.11.2 The Bidder shall prepare 1 (one) original set of the Bid (together with originals/copies of documents required to be submitted along therewith pursuant to this RFP and clearly marked "ORIGINAL"). In addition, the Bidder shall submit 1 (one) copy of the Bid, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". In the event of any discrepancy between the original and the copy, the original shall always prevail.

2.11.3 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also put initials on each page in blue ink. In the case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

2.12 Sealing and Marking of Bid

2.12.1 The Bidder shall submit its proposal/ bid in the format specified at **Appendix-I**, together with the documents specified in Clause 2.12.2 and seal it in an envelope and mark the envelope as "Envelope-1: Qualification Proposal". **Tender Fee and Bid Security shall be placed in separate envelope.** Envelope-1 and Envelope for Tender Fee and Bid Security shall then be sealed in an outer envelope and mark the envelope as **"Bid for Development of the Multi Level Car Parking (MLCP) along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City"**. The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as **"ORIGINAL"** and **"COPY"**. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.11.2 and 2.11.3.

2.12.2 **(A) Evelope-1: Qualification Envelope shall contain:**

(i) Duly signed & stamped RFP Document and any clarifications and/or any Amendment issued.

(ii) Bid in the prescribed format (*Appendix-I*) along with Annexures and supporting documents prescribed in Annexure I to Annexure V;

(iii) Power of Attorney for signing and submitting the Bid as per the format at Appendix-III;

(iv) if applicable, the Power of Attorney for Lead Member of Consortium as per

the format at Appendix-IV;

(v) Copy of the Jt. Bidding Agreement, in case of a Consortium as per format in Appendix-V;

(vi) Anti-Collusion Certificate as per format in Appendix-VI;

(vii) Copy of Memorandum and Articles of Association, (if the Bidder/ Consortium member is a body corporate), or equivalent certified documents;

(viii) Copies of Bidder's/each Consortium member's duly audited balance sheet and profit and loss account for the last preceding three consecutive years;

2.12.3 The bidder should submit the Financial Bid in electronic format only on the website **https://tender.nprocure.com** on or before the last date of online bid submission, as mentioned in the Abstract. The Financial Bid received in physical form will not be accepted.

2.12.4 The Bidder shall quote Price Per ECS for 2000 ECS of MLCP as well as quantum of Development Rights (in sq. ft.) to be developed for Commercial development over and above the MLCP, in the Financial Proposal. The difference between the Development Rights consideration (Rs. 1600 per Sq. ft. x Development Rights quoted) and the total cost of 2000 ECS (quoted Price per ECS x 2000 ECS) shall be derived ("Final Amount"). The bidder whose Final Amount is the highest (H1) shall be considered as the Selected Bidder.

2.12.5 The Bidders shall be fully responsible for ensuring that their Financial Bids are submitted on or before the stipulated date & time and Physical bid are received by the GIFTCL on or before the date, time and place stipulated in Abstract of this RFP document. Any bid delivered to the GIFTCL after the deadline for submission of bids will not be accepted.

The final outer envelopes having the Original and Copy shall clearly bear the following identification:

Bid for: "Bid for Development of the Multi Level Car Parking (MLCP) along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City)" (RFP Ref. No. GIFTCL/BD/RFP/SEZ/2023/01) and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.12.6 Each of the envelopes shall be addressed to:

Office of the Managing Director
Gujarat International Finance Tec-City Company Limited
GIFT House, Block 12,
Road 1D, Zone -I,
GIFT CITY, Gandhinagar – 382355
Phone: +91-79-61708300
Email: bd.query@giftgujarat.in

2.12.7 If the envelopes are not sealed and marked as instructed above, GIFTCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.12.8 Proposal submitted by fax or e-mail shall not be entertained and shall be outrightly rejected.

2.13 Bid Due Date

2.13.1 Online and Physical Bid should be submitted on or before the last date and time, at the address provided in Clause 1.4 in the manner and form as detailed in this RFP.

2.13.2 GIFTCL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.14 Late Bid

2.14.1 A bid received by GIFTCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Modifications/ substitution/ withdrawal of Bid

2.15.1 The bidders can edit their Financial Bids any number of times before the last date & time of online submission of bid. Thereafter bids cannot be edited or amended, in any case. No written or online request in this regard shall be accepted by GIFTCL.

2.15.2 No bid shall be modified or withdrawn by the bidder after the last date and time of submission of online bids.

2.16 Proprietary Data

2.16.1 All documents and other information supplied by GIFTCL or submitted by a Bidder to GIFTCL shall remain or become the property of GIFTCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. GIFTCL will not return any Bid, or any information provided along therewith.

2.17 Correspondence with the Bidder

2.17.1 Save and except as provided in this RFP, GIFTCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GIFTCL in relation to, or matters arising out of, or concerning the Bidding Process. GIFTCL will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GIFTCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or GIFTCL as may be required by law or in connection with any legal process.

2.19 Validity of Bids

2.19.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the last date of Online submission of Bid. The validity of Bids may be extended by mutual consent of the respective Bidders and GIFTCL.

2.19.2 To facilitate evaluation of Bids, GIFTCL may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by GIFTCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.19.3 If a Bidder does not provide clarifications sought under Clause 2.19.2 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, GIFTCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of GIFTCL.

2.20 Hold Harmless

2.20.1 In submitting a proposal, Bidder understands that GIFTCL will determine at its sole discretion which proposal, if any, is accepted. Bidder waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection. GIFTCL reserves the right to award the Project to the Bidder(s) whose proposal is deemed to be the most advantageous in meeting the specifications of the RFP. In addition, GIFTCL reserves the right to add or waive any requirements contained in this RFP at its sole discretion regarding proposals submitted. GIFTCL's decision on the award of the Project shall be final and binding on all the Bidders.

2.21 EARNEST MONEY DEPOSIT (EMD)

2.21.1 A Bidder is required to submit, along with its Bid, a bid security in the form of Demand Draft/ Banker's Cheque/ Pay Order/ Bank Guarantee amounting to **Rs. Rs. 6,50,00,000/- (Rupees Six Crores Fifty lacs Only)** as specified in Clause 1.3.4. GIFTCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.21.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by GIFTCL as non-responsive.

2.21.3 Save and except as provided in Clauses 1.3.6 above for cost of Bidding Document, the Bid Security of unsuccessful Bidders will be returned by GIFTCL, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by GIFTCL.

2.21.4 The Selected Bidder shall be required to submit the Performance Security in form of an unconditional Bank Guarantee/FDR for an amount of minimum to 5% of the total cost of ECS i.e. (quoted Price Per ECS * 2000) from any Scheduled Commercial Bank located in India within 30 days from the date of issuance of Provisional Letter of Allotment (PLOA). This Performance Bank Guarantee shall be valid till the issuance of Occupancy Certificate for the entire Project. The EMD of the Selected Bidder shall be returned by GIFTCL after the payment of 25% of the Final Amount and submission of Performance Bank Guarantee.

2.21.5 GIFTCL shall be entitled to forfeit and appropriate the EMD as damages inter alia in any of the events specified in Clause 2.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that GIFTCL will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.21.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to GIFTCL under the Bidding Documents and/ or under the Agreement to Lease, or otherwise, under the following conditions:

(a) If a Bidder submits a non-responsive Bid in terms of clause 2.23;

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and/or as extended by mutual consent of the respective Bidder(s) and GIFTCL;

(d) In the case of Selected Bidder, if it fails within the specified time limit:

(i) to sign and return the duplicate copy of PLOA within the prescribed timeline or such time as extended by GIFTCL;

(ii) Failure to make payment equivalent to 25% (twenty five per cent) of the Final Amount within 30 days from the issuance of Provisional Letter of Allotment (PLOA).

(iii) Failure to submit Performance Security within 30 days from the date of issuance of Provisional Letter of Allotment or within extended timeline, as the case may be.

(iv) to sign the Agreement to Lease; or

(e) In case the Selected Bidder, having signed the Agreement to Lease, commits any breach thereof Evaluation of Bids.

2.22 Opening and Evaluation of Bid

2.22.1 The designated officer of the GIFTCL will open the E-tender on the date as mentioned in the Bid, if possible, in its office at the address specified in the tender/ bid document. The intending Bidders, if they wish may participate in E-tender opening process and view the result on **https://tender.nprocure.com** to participate in E-tender opening, bidder will have to log in with its user ID and password and click on “Mark my attendance button” to view tender result.

2.22.2 The designated officer of GIFTCL will first open Envelope containing Tender Fee & Bid Security and after being satisfied with proper submission, will open Envelope No.1 (Qualification Phase document). The GIFTCL will carry out a detailed evaluation of the documents to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. To reach such a determination, the GIFTCL will examine the information supplied by the Bidders and other requirements in the bidding documents, considering the factors viz. qualification/ eligibility criteria and overall completeness and compliance as per the GIFTCL's requirements.

2.22.3 GIFTCL will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.22.4 Bidders are advised that pre-qualification of Bidders will be entirely at the discretion of GIFTCL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.22.5 Any information contained in the Bid shall not in any way be construed as binding on GIFTCL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.22.6 GIFTCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.;

2.22.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, GIFTCL may, in its sole discretion, exclude the relevant project from the evaluation of Technical Capacity of the Bidder.

2.22.8 If a Bidder claims credit for an Eligible Project, and such claim is determined by GIFTCL as incorrect or erroneous, GIFTCL shall reject such claim and exclude the same from computation of the Technical Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, GIFTCL reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.23 Tests of responsiveness

2.23.1 Prior to evaluation of Bids, GIFTCL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

a) it is received as per format at Appendix-I.

b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2.

c) it is signed, sealed, hard bound and marked as stipulated in Clause 2.12;

d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c);

e) it contains all the information (complete in all respects) as requested in this RFP;

f) it contains information in formats same as those specified in this RFP;

g) it contains certificates from its statutory authority specified at Annexure-IV of Appendix -I of the RFP for each Eligible Project;

h) has submitted the Tender Fee;

i) has submitted Bid Security or EMD as stipulated in Clause 1.3.4

j) it is accompanied by the Jt. Bidding Agreement (*for Consortium Bidders*), specific to the Project, as stipulated in Clause 2.2.5(g);

k) it does not contain any condition or qualification; and

l) it is not non-responsive in terms hereof.

2.23.2 GIFTCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GIFTCL in respect of such Bid.

2.23.3 To assist in the process of evaluation of the Proposals, GIFTCL may, at its sole discretion, ask any Bidder for clarification on its Proposal. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.23.4 If a bid is not substantially responsive, even after obtaining clarifications from the Bidder it will not be considered by the GIFTCL and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.23.5 As a result of the technical evaluation, the Bids which are substantially responsive shall be shortlisted. The Financial Proposals of the substantially responsive and technically qualified bidders only shall be opened on the date of opening of Financial Bids, which date will be informed to those qualified bidders.

2.23.6 GIFTCL reserves the right to reject any variation, deviation or any alternate offer.

3 CRITERIA FOR EVALUATION

3A. QUALIFICATION PHASE

3.1 Evaluation parameters

3.1.1 Only those Bidders who meet the qualification criteria specified in Clause 2.2.2 above, shall qualify for evaluation and evaluation would be as per this Section 3A. Bids that do not meet the criteria specified in Clause 2.2.2 shall be outrightly rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity as per clause 2.2.2(A); and
(b) Financial Capacity as per clause 2.2.2(B)

3.2 Details of Experience

3.2.1 The Bidder shall furnish the details of all the building projects which have been developed and substantially completed during the last 6 (Six) years before the Bid Due Date.

3.2.2 The Bidders must provide the required information relating to Technical Capacity as per format at Annexure-II of Appendix-I.

3.2.3 The Bidder must furnish the required Building Project -specific information and evidence in support of their assertion of Technical Capacity, as per format at Annexure-IV of Appendix-I.

3.2.4 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.5 For a project to qualify as an Eligible Project, the entity claiming technical experience should have developed and completed the building projects during the last 6 (Six) years before the Bid Due Date.

3.3 Financial information for purposes of evaluation

3.3.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in the case of a Consortium) for the last 3 (three) consecutive financial years, preceding the year in which the Bid is made.

3.3.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make them available, the Bidder shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for three years preceding the year for which the Audited Annual Report is not being provided.

3.3.3 The Bidder must have established the minimum Net worth, as specified in Clause 2.2.2(B), and provide details as per format at Annexure-III of Appendix-I. The Bidder shall provide a Certificate from its statutory auditors supporting the Financial Capacity including method of calculation.

3.4 Pre-qualification of Bidders

3.4.1 The credentials of Bidders shall be established based on the evaluation of their Technical Capacity and Financial Capacity as per Clause 2.2.2. In case of a Consortium, the Technical Capacity and Financial Capacity of each of its Members, who will have an equity share of at least 26% (twenty six per cent) in such Consortium, shall be summed up for arriving at the combined Technical Capacity and Financial Capacity of the Consortium.

3.4.2 The Bidders who meet the minimum qualification criteria set forth in clause 2.2.2 will be eligible for the opening of the Financial Proposal Phase.

3.4.3 Pre-qualification of the bidders will be done based on the Technical Capacity and Financial Capacity as mentioned in clause 2.2.2

3B. FINANCIAL PROPOSAL PHASE

3.5 Opening and Evaluation of Financial Proposals

3.5.1 The Financial Proposal shall be submitted in the electronic formats on the website **https://tender.nprocure.com** only. The Financial Proposal received in any other formats will not be accepted and the Bids will be outrightly disqualified.

3.5.2 The bidder needs to quote the price per ECS in MLCP as well as quantum of Development Rights (in sq. ft.) to be developed for Commercial development over and above the MLCP in the Financial Proposal. GST on Development Rights consideration is exempted.

3.5.3 All other taxes, duties, levies, cess , the Cost of consumables, transport and all direct and indirect costs or associated costs including design, materials, labor, supervision of works, tools, plants and equipment used during construction, consumables such as but not limited to petrol, oil, diesel, lubricants, drill bits, pipes, ropes, etc. setting out, transport charges and all other taxes, duties, cess, royalties, any local taxes or levies payable on all transactions for due performance of work in the Project including repairs, profits, overheads, etc. and expenses associated with the Project is included in the quoted Price per ECS.

3.5.4 The base price for allotment of Development Rights is Rs. 1600/- per Sq.Ft., the bidder may quote the price over and above as stated.

3.5.5 If the Bidder has quoted the rate less than the base price, their bid will be rejected and considered as non-responsive.

3.5.6 The Financial Proposal for only qualified bidders as per clause 3.4.2 shall be opened on a date to be notified to those bidders. On the notified date, time and place, the designated officer of the GIFTCL will open the Financial Proposal. The qualified bidders or their authorized representatives, if they wish, may remain present at the time of Financial Proposal opening or they will have to log in with their user ID and password and click on “Mark my attendance button”.

3.5.7 The Financial Proposal will be opened online irrespective of the presence of the Bidder.

3.6 Evaluation of Financial Proposal

3.6.1 Financial Proposal evaluation will be carried out based on 2 parameters:

i. Price Per ECS quoted by the bidder.
ii. Development Rights (in sq. ft.) for commercial development quoted by the bidder, so as to achieve Built up area (BUA) in excess of 1000000 sq. ft.

The difference between the Development Rights consideration (Rs. 1600/- per Sq. Ft. x Development Rights quoted) and the total cost of 2000 ECS (quoted Price per ECS x 2000 ECS) shall be derived **(“Final Amount”)**. The bidder whose Final Amount is the highest (H1) shall be considered as the Selected Bidder.

3.6.2 The rate (Price per ECS) quoted in the financial proposal shall be deemed as final. Also the quantum of Development Rights (in sq. ft.) as quoted in the financial proposal shall be considered as the minimum Development Rights to be allotted.

3.7 Selection of Bidder

3.7.1 The bidder whose Final Amount derived as the highest (H1) would be considered for allotment of the Project.

3.7.2 In case two or more bidders submit their proposal at the highest same rate, the process of Forward auction among the said bidders shall be undertaken. The bidder who quotes the highest rate in the Forward auction will be considered for allotment of the Development Rights. However, the decision of the GIFTCL pertaining to the selection of the bidder will be final and binding in this regard.

3.7.2.1 GIFTCL will conduct the Forward Auction as per the following procedure:

a. The H1 bidder price shall be put up for starting price for Forward Auction. Forward Auction shall be for increasing the price and the bidders must increase their quoted price in increment of value as decided by the GIFTCL before start of Forward Auction.

b. If any bidder bids in the last 2 minutes of the deadline for submission of bid for forward auction, then, the time for forward auction shall be extended for further 5 minutes from its previous closing time.

c. After the Forward Auction process, H1 bidder shall be decided on the highest revised price.

d. To participate the Forward Auction, bidders must create e-Auction USER ID on https://e-auction.nprocure.com/.

e. A separate intimation will be shared with all the bidders whose price bid were opened and offered the highest same price before conducting the forward auction.

3.7.3 Bidders, in order of their Final Amount quoted as mentioned above, (as per clause 3.7.1/3.7.2) is Highest **("Selected Bidder")**, will be considered for allotment of the proposed development of the Project. However, GIFTCL at its sole discretion reserves theright to finalize the allotment.

3.7.4 On basis of selection as per Clause 3.7.3, a Provisional Letter of Allotment (the "PLOA") shall be issued, in duplicate, by GIFTCL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the PLOA, sign and return the duplicate copy of the PLOA in acknowledgement thereof. In the event the duplicate copy of the PLOA duly signed by the Selected Bidder is not received within the stipulated date, GIFTCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by GIFTCL on account of failure of the Selected Bidder to acknowledge the PLOA, and the next eligible Bidder may be considered.

3.7.5 After acknowledgement of the PLOA as aforesaid by the Selected Bidder, it shall execute the Co- Development Agreement (**"Co-Development Agreement"**) and obtain the status of Co-Developer from the Board of Approval, Ministry of Commerce and Industries within 03 (Three) Months from the date of PLOA issued by GIFTCL. Subsequently, it shall execute the Agreement to Lease.

3.8 Grant of Development Rights

3.8.1 The Development Rights for the commercial development in the Project on the allotted land will be granted to the Selected Bidder as quoted in Financial Proposal through Agreement to Lease-cum-Development Agreement ("Agreement to Lease"). The consideration for the grant of Development Rights for the Project shall be as per the rate of Rs. 1600/- per sq. ft. for the Development Rights quoted by the Selected Bidder.

3.8.2 The land for development of the Project will be allotted to the Co- Developer, as per clause 3.8.1 hereinabove. The underlying land for development of the Project will be given on leasehold basis for a period of 99 years from the date of execution of the Agreement to Lease, upon completion of MLCP part of the Project, for which a formal Lease Deed will be executed in favour of the Co-Developer. The Co-Developer shall be required to pay lease rent @ Rs.10/- per sq. mtr. for the underlying land.

3.9 SEZ Benefits & Compliances

As the development of the Project and the works thereof are to be carried out in Processing area of GIFT SEZ in Gift City, the Co-Developer shall comply with the provisions of all the applicable Acts, rules, regulations and compliances relating to SEZ, as more particularly described in the **Appendix X** hereto.

It shall be mandatory for the Co-Developer to avail the benefit of the exemptions for the duties, levies and taxes as are available under the provisions applicable to SEZ and the Co-Developer shall have to allot the units to the prospective transferees considering all the benefits availed and/or to be availed by the Co-Developer under the prevailing Act and Rules pertaining to SEZ.

3.9.1 **GR Compliances**

The Co-Developer, the Transferees / Lessees of the developed units, built-up space or any premises in the said Project, shall comply with, abide by and adhere to the respective conditions of the GRs and Collector's Order as are applicable to them.

4 FRAUD AND CORRUPT PRACTICES

4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the PLOA and during the subsistence of the Co-Development Agreement and the Agreement to Lease. Notwithstanding anything to the contrary contained herein, or in the PLOA or the Co- Development Agreement or Agreement to Lease, GIFTCL may reject a Bid, withdraw the PLOA, or terminate the Co- Development Agreement or Agreement to Lease, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or Co- Developer, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, GIFTCL shall be entitled to forfeit the Bid Security, as Damages, without prejudice to any other right or remedy that may be available to GIFTCL under the Bidding Documents and/ or the Agreement to Lease, or otherwise.

4.1.2 Without prejudice to the rights of GIFTCL under Clause 4.1.1 hereinabove and the rights and remedies which GIFTCL may have under the PLOA or the Co- Development Agreement or the Agreement to Lease, or otherwise if a Bidder or Co- Developer, as

the case may be, is found by GIFTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the PLOA or entering into Co- Development Agreement or the execution of the Agreement to Lease, such Bidder or Co-Developer shall not be eligible to participate in any tender or RFP issued by GIFTCL up to a period of 2 (two) years from the date such Bidder or Co-Developer, as the case may be, is found by GIFTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

"**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of GIFTCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the PLOA or has dealt with matters concerning the Co-Development Agreement or Agreement to Lease or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GIFTCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save sand except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the PLOA or after entering into Co-Development Agreement or the execution of the Agreement to Lease and till the period of 1 (one) year from the date of signing of the Agreement to Lease, as the case may be, any person in respect of any matter relating to the Project or the PLOA or Co-Development Agreement or the Agreement to Lease, who at any time has been or is a legal, financial or technical adviser of GIFTCL in relation to any matter concerning the Project ;

"**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

"**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

"**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by GIFTCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

5.1 A Pre-Bid conference of the prospective bidders shall be convened at the designated date, time and place as in Clause 1.4.

5.2 During the Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of GIFTCL. GIFTCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 GIFTCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder to receive clarification or further information;

(c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder to receive clarification or further information;

(d) retain any information and/or evidence submitted to GIFTCL by, on behalf of, and/ or in relation to any Bidder; and/or

(e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases GIFTCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process, to the fullest extent permitted by the applicable laws and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 It is agreed and understood that the relationship between the Selected Bidder / Co-Developer and GIFTCL shall be on “Principal to Principal basis”. Nothing contained herein shall be deemed or construed by and between the Parties, as creating or intending to create a relationship of a partnership or a joint venture or an association of persons or an owner and an agent.

6.5 The Selected Bidder / Co-Developer shall comply with the provisions of RERA, Labour laws, SEZ Act and SEZ Rules, GST and all other Acts, Rules, Regulations & Ordinances of State and Central Government and local authorities, as are applicable from time to time with respect to the development of the Project.

6.6 The Co-Developer shall also pay the customs administrative charges which includes cost of staff deputed, their transportation and other expenses related to administration of GIFT SEZ customs. These charges are payable by all the co-developers of GIFT

SEZ on pro-rata basis effective from the date of their respective Development Permission.

7 ADDITIONAL CONDITIONS

7.1 The Base Price for the allotment of Development Rights is Rs. 1600/- per sq. ft.

7.2 In case, the actual Development Rights at the time of Occupancy Certificate is higher than the Development Rights quoted in the Financial Proposal, the Selected Bidder will have to pay the consideration for the additional Development Rights at the Base Rate of Rs. 1600/- per sq. ft. However, if the actual Development Rights at the time of Occupancy Certificate is lower than the Development Rights quoted in the Financial Proposal, no adjustment shall be made.

7.3 In case of any change in the Building Plan and consequential increase in Development Rights, a supplemental agreement will be executed between the Parties for grant of the additional Development Rights and the Co-Developer shall pay the consideration for such Development Rights, at the base rate of Rs. 1600/- per sq. ft.

7.4 The Selected Bidder would be required to obtain the Development Permission and execute the Agreement to Lease-cum-Development Agreement within 6 months of the Provisional Letter of Allotment.

APPENDIX I

Letter Comprising the Bid

(Refer Clause 2.12.2(A))

Dated: _____

To,

Managing Director
Gujarat International Finance Tec-City Company Limited (GIFTCL)
GIFT House, Block 12, Road 1D,
Zone-I,
GIFT CITY, Gandhinagar – 382355

Sub: Bid for "**Development of the MLCP along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City" (RFP Ref. No. GIFTSEZ/BDM/RFP/2023/01)**

Dear Sir,

1 With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2 I/ We acknowledge that GIFTCL will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Selected Bidder for the aforesaid Project , and certify that all information provided in the Bid and in Annexes I to V are true and correct; nothing has been omitted which may renders such information misleading; and all documents accompanying our Bid are true copies of their respective originals.

3 This statement is made for the express purpose of our selection as Co-Developer for the design, finance, procurement, construction, operation & maintenance of the aforesaid Project.

4 I/ We shall make available to GIFTCL any additional information it may find necessary or require to supplement or authenticate the Bid.

5 I/ We acknowledge the right of GIFTCL to reject our Bid without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.

6 I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority or GIFTCL nor have had any contract terminated by any public authority for breach on our part.

7 I/ We declare that:

(a) I/ We have examined and have no reservations to the Biding/RFP Documents, including any Addendum issued by GIFTCL;

(b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with GIFTCL or any other public-sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

9 I/ We believe that we/ our Consortium/ proposed Consortium satisfy/satisfies the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.

10 I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a member of any other Consortium submitting a Bid for the Project (for Consortium)

11 I/ We certify that we/ any Member of the Consortium or any of our/ their Associates/Group Company have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the aforesaid Project or which relates to a grave offence that outrages the moral sense of the community.

12 I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or Group Company or against our CEO or any of our Directors/ Managers/ employees.

13 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate GIFTCL of the same immediately.

14 The Statement of Legal Capacity as per format provided at Annexure-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

15 I/ We understand that the selected Bidder shall either be an existing Company or SPV, incorporated under the Companies Act or Limited Liability Partnership Act or Partnership Act, prior to execution of the Agreement to Lease

16 I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GIFTCL in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17 I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18 I/ We certify that in terms of the RFP, my/our Net worth is Rs. _____ (Rupees _____in words) as on _____, 20__.

19 I/ We acknowledge and undertake that our Consortium is qualified based on Technical Capacity and Financial Capacity in accordance with this RFP, of those of its Members who shall, until the completion of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV. I/We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement to Lease.

20 I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity is taken into consideration for the purposes of pre-qualification in accordance with this RFP, I/We shall inform GIFTCL forthwith along with all relevant particulars and GIFTCL may, in its sole discretion, disqualify our Consortium or withdraw the Provisional Letter of Allotment (PLOA), as the case may be.

21 I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement to Lease cum Development Agreement (Agreement to Lease) but prior to completion of the Project and compliance of all other obligations under the RFP documents and the Agreement to Lease, it would, notwithstanding anything to the contrary contained in the Agreement to Lease, be deemed a breach thereof, and the Agreement to Lease shall be liable at the discretion of GIFTCL to be terminated without GIFTCL being liable to us in any manner whatsoever.

22 In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement to Lease with GIFTCL within the time period as specified in the PLOA. We further agree that we will not seek any changes, amendments or deviation in the terms and conditions of the aforesaid Agreement to Lease and agree to abide by the same.

23 I/ We have studied all the Bidding Documents carefully and surveyed the Project. We understand that except to the extent as expressly set forth in the Agreement to Lease, we shall have no claim, right or title arising out of any documents or information provided to us by GIFTCL or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

24 I/ We offer an EMD/ Bid Security of Rs.6,50,00,000/- (Rupees Six Crores Fifty lacs Only) to GIFTCL in accordance with Clause 1.3.4 of the RFP Document for development of the Project.

25 The Tender Fee for Biding/RFP Documents as specified in Clause 1.3.6 is attached.

26 I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

27 The Proposal is prepared by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs, technical & Office viability and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project. I/We undertake to abide by the Proposal in case of award of Project.

28 I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the online Bid Due Date specified in the RFP.

29 I/We agree and undertake that all the members of the consortium would be jointly and severally liable for all the obligations of the Co-Developer/ SPV under and in accordance with the RFP document and the Agreement to Lease.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix - I

Annexure-I

Details of Bidder

1. Details of the Bidder
   a. Name:
   b. Country of incorporation:
   c. Address of the corporate headquarters and its branch office(s), if any, in India:
   d. Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for GIFTCL:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

5. In case of a Consortium:

a) The information above (1-4) should be provided for all the members of the Consortium.
b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.5(g) should be attached to the Bid.
c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*{Refer Clause 2.2.5(d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.5 (a), (c) & (g)}
1.			
2.			
3.			

** The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction at Annexure-IV*

d) The following information shall also be provided for each member of the Consortium:

No.	Particulars	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the Central/State Government, or any entity controlled by it/them, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the members of its consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Note: All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

Appendix I

Annexure-II

Technical Capacity of the Bidder
(Refer to Clause 2.2.2(A) of the RFP)

S. No.	Bidder Type	Name of the project	project Description (Attach separate sheet for each project as per Annexure IV)
1	Single Entity Bidder		
	For Consortium Bidder		
1	Consortium Member 1		
2	Consortium Member 2		
3	Consortium Member 3		
4	Consortium Member 4		
5	Consortium Member 5		

Instructions:

i. *Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.7. and/ or by a project company eligible under Clause 2.2.2(A).*

ii. *A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In the case of a Consortium, the row titled Single entity Bidder may be ignored. In the event credit is claimed for an Associate/Group Company, a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to establish the relationship of the Bidder with such Associate/Group Company, in terms of Clause 2.2.9.*

iii. *For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [•][1] to aUS Dollar. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

[1] The exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on 7 days preceding the Bid Due Date.

Appendix I

Annexure-III
Financial Capacity of the Bidder#

(Refer to clause 2.2.2(B) of the RFP)

Name & address of Bidder's Bankers:

S. No.	Financial Year	*Bidder Type*	*Net worth (Rs. Cr.)*	*Annual Turnover (Rs. Cr.)*
		Single Entity Bidder		
		For Consortium		
		Member 1		
		Member 2		
		Member 3		
		Member 4		
		Member 5		

Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on 7 days preceding the Bid Due Date.

Certificate from the Statutory Auditor

This is to certify that _____ (name of the Bidder) has an average annual turnover and Net Worth as shown above in the last three financial years.

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

Seal of the Firm

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder/ each of its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for the last 3 consecutive financial years preceding the Bid Due Date.

   The financial statements shall:

   a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials.

   b) be audited by a statutory auditor;

   c) be complete, including all notes to the financial statements; and

   d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 (g) of the RFP document.

4. The Bidder shall also provide the name and address of the Bankers to the Bidder.

5. The Bidder shall provide a Statutory Auditor's Certificate specifying the net worth & turnover of the Bidder.

Appendix I

Annexure-IV

Details of projects

(Refer to Clause 2.2.2(A) of the RFP)

Item	Refer Instruction	Particulars of the building project
Title of the project		
Entity for which the project was constructed/ developed		
Location		
Project cost		
Area of BUA		
Date of commencement of project/ contract		
Project Stage (Operational / Construction /Any Other)		
Date of completion of project/ contract		
Role of the Bidder/ Consortium Member in the Project		
Any Other Information		

Instructions:

1. Bidders are expected to provide information in respect of each project in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2(A) of the RFP. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

2. The Bidder/ each of its constituent Consortium Members shall attach copies of the occupancy certificate/building use permission issued by the Competent Authority for the completed projects. For additional information, GIFTCL may ask for a copy of the approved plans or any other supporting documents for evaluation of technical capacity.
3. A separate sheet should be filled out for each Eligible project.

4. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to the exclusion of the relevant project in computation.

Appendix - I

Annexure-V
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. _____ Date: _____

To,
Managing Director
Gujarat International Finance Tec-City Company Limited
GIFT House, Block 12,
Road 1D, Zone-I,
GIFT CITY, Gandhinagar – 382355

Sub: Development of the Multi-Level Car Parking (MLCP) along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City)

Dear Sir,
We hereby confirm that we/our members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert member's name) will act as the Lead Member of our consortium. *

We have agreed that_____(*insert individual's name*) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory
For and on behalf of……..

**Please strike out whichever is not applicable.*

APPENDIX- II

In this section, the Bidder is required to submit in detail about the Project it plans to establish in GIFTCL. The Bidder would be required to submit the details as detailed below:

Technical Submission Requirements

Sr. No.	Particulars	Submission as a part of the Bidders Proposal
1.	Execution Plan of the proposed Building	Details of execution Plan of the proposed Project including details of tie up with anchor occupant (s), execution schedule, technology to be used etc.
2.	Financing Arrangements for execution of the Project	The Bidders shall submit details of Financing Arrangements to meet the Project Cost along with sufficient supporting documents.

Appendix III
Power of Attorney for signing of Bid
(Refer Clause 2.2.4)

Know all men by these presents, We……..……(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name),…….son/daughter/wife of……..and presently residing at…….., who is (presently employed with us/ 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, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "**Development of the Multi-Level Car Parking (MLCP) along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City)"** (Project) proposed to be developed by the Gujarat International Finance Tec-City Company Limited (the "GIFTCL") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in pre-bids and other conferences and providing information/responses to GIFTCL, presenting us in all matters before GIFTCL, signing and execution of all contracts including Co-Development Agreement, the Agreement to Lease cum Development Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with GIFTCL in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and/or till the execution of the Agreement to Lease with GIFTCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20**

For ----------

(Signature, Name, Designation and Address)

Witnesses: [Notarized]

1. _____ 2. _____

Accepted

……

(Signature)

(Name, Designation and Address of the Attorney)

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*.

- *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 favor 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 Apostille certificate.*

APPENDIX-IV

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5(c))

Whereas the Gujarat International Finance Tec-City Company Limited ("GIFTCL**")** has invited Bids from interested parties for the **Development of the Multi Level Car Parking (MLCP) along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the GIFT SEZ in GIFT City** ("the Project").

Whereas,…….....,……..and……(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution, with GIFTCL.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, (1)_____ having our registered office at_____, (2) M/s. having our registered office at _____, (3) M/s. _____having our registered office at_____, and (4)_____ having our registered office at _____, (*the respective names and addresses of the registered office of consortium members*) (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S._____ having its registered office at_____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the said Attorney (with power to sub- delegate) to conduct all business and affairs related to the Project for and on behalf of the Consortium and any one of us, during the bidding process and, in the event the Consortium being awarded the Project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with GIFTCL, and/ or any other Government Agency or authority or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement to Lease is entered into with GIFTCL

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 our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium and shall be binding on us.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____20**

For …….

(Signature)

……..

(Name & Title)

For…….

(Signature)

……..

(Name & Title)

For…….

(Signature)

……..

(Name & Title)

Witnesses:

1.

2..…….

(Executants)

(To be executed by all the Members of the Consortium)

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure*.

- *Also, 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 favor 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 Apostille certificate.*

APPENDIX-V

Joint Bidding Agreement
(Refer Clause 2.2.5(g))
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {…… Limited, a company within the meaning of Companies Act, 2013 [incorporated under the Companies Act 1956] and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

   AND

2. {……Limited, a company within the meaning of Companies Act, 2013 [incorporated under the Companies Act 1956] and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

   AND

3. {…….Limited, a company within the meaning of Companies Act, 2013 [incorporated under the Companies Act 1956] and having its registered office at ……(hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party**"

WHEREAS,

(A) Gujarat International Finance Tec-City Company Limited, having office at GIFT House, Block-12, Road 1-D, Zone-I, GIFT SEZ, GIFT City, Gandhinagar- 382355 (hereinafter referred to as "**GIFTCL**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**") by its Request for Proposal No….. dated……(the " **RFP**") for pre-qualification and short-listing of bidders for **Development of the Multi Level Car Parking (MLCP) along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City** (the "**Project**") as per the terms of the RFP.

(B) The Parties hereto are commonly interested in jointly bidding for the Project as members of a Consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project.

(C) Each Party has studied and examined the RFP document and contents thereof and thereafter have joined and commonly decided to participate in the Bidding Process for this Project.

(D) It is a necessary condition under the RFP document that the members of the Consortium's enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Companies Act, 2013 for entering into a Agreement to Lease with GIFTCL for the purpose of executing the Project and for performing all its obligations as the Co-Developer in terms of the said Agreement to Lease for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and as per the terms of the Agreement to Lease when all the obligations of the SPV shall become effective;

b) Party of the Second Part shall {*define the role of the party*}

c) Party of the Third Part shall {*define role of the party*}

5. Joint and Several Liabilities

5.1 The Parties do hereby undertake to be jointly and severally responsible and liable for all obligations and liabilities relating to the Project and in accordance with the terms of

the RFP documents and the said Agreement to Lease, till such time the Project is completed and achieved under and in accordance with RFP documents and the said Agreement to Lease.

5.2 The Parties further undertake to be jointly and severally liable to GIFTCL, to perform all their contractual obligations in terms of the said Agreement to Lease.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
First Party:
Second Party:
{Third Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the completion of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the completion of all the obligations of the Bidders/ SPV as per the terms of the RFP documents and the Agreement to Lease for the Project.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements as per the terms of the RFP documents and the Agreement to Lease.

7. Representation of the Parties

Each Party represents to the other Parties and also to GIFTCL as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and GIFTCL to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved and till the obligations of the Bidders/ SPV under the RFP documents and in accordance with the Agreement to Lease is remains continue in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security/ EMD by GIFTCL to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of GIFTCL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART by:

(Signature)
(Name)
(Designation)
(Address)

Notes:

1. *The mode of the execution of the Joint Bidding Agreement 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*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and GIFTCL to execute this Agreement on behalf of the Consortium Member.*

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-VI

(Anti collusion Certificate)

We hereby certify and confirm that in the preparation and submission of our Proposal for the **Development of the Multi Level Car Parking (MLCP) along with the Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City** , we have not acted in concert or in collusion with any other Bidder or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this .....Day of ....., (month/year)

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

APPENDIX-VII

Bank Guarantee for Bid Security

(*Refer Clause 1.3.4*)

(To be executed on Stamp paper of appropriate value)

B.G. No. Dated:

1. In consideration of you, Gujarat International Finance Tec-City Company Limited, having its office at GIFT House, Block-12, Road 1-D, Zone-I, GIFT City, Gandhinagar- 382355, Gujarat (hereinafter referred to as the "GIFTCL", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the _____and having its registered office at _____ [*and acting on behalf of its Consortium*] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the "Development of the Multi Level Cark Parking (MLPC) along with Commercial Development on Building Footprint 13-M1 & 13-M2 in the processing area of GIFT SEZ in GIFT City" (hereinafter referred to as "the Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [*Name of the Bank*] having our registered office at ____ _ and one of its branches at _ _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.3.4 read with Clause 2.21.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to GIFTCL an amount of Rs._____/- (Rupees _____ only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder fails to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the GIFTCL stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest, question or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of GIFTCL is disputed by the Bidder or not, merely on the first demand from GIFTCL stating that the amount claimed is due to GIFTCL by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made by GIFTCL, on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee regardless of any difference or dispute that GIFTCL may have with the Bidder in this regard. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____/- (Rupees _____ only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the GIFTCL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the GIFTCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the GIFTCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the GIFTCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, GIFTCL shall be entitled to treat the Bank as the principal debtor. The GIFTCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Provisional Letter of Allotment by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the GIFTCL, and the Bank shall not be released from its liability under these presents by any exercise by the GIFTCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the GIFTCL or any indulgence by the GIFTCL to the said Bidder or by any change in the constitution of the GIFTCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for GIFTCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the GIFTCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _ _____ Bank

By the hand of Mr./Ms ___ _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Appendix VIII

GRs and Collector's Orders

(enclosed in separate file)

Appendix IX

Location Map & Site Plan

Appendix X

SEZ PROVISIONS & COMPLIANCES

1. SEZ Benefits

1.1 Gujarat International Finance Tec-City Company Limited is a SEZ Developer in GIFT City. The development of the Project will be carried out in the Special Economic Zone (SEZ) area and accordingly as per Section 16 of IGST Act 2017, supply of goods / services for authorized operations shall be considered as zero rated supply, subject to compliance with conditions prescribed under SEZ and IGST Act. The responsibility for getting exemptions under the provisions applicable to SEZ for the authorized operations shall be of Co-Developer's along with obligation to follow all the appropriate procedures and maintain documentation as may be required to claim exemption.

1.2 The Co-Developer shall submit copies of the compliance certificates stating that the Co-Developer have complied with all the requisite formalities for availing the exemptions under the provisions applicable to SEZ.

1.3 It shall be mandatory for the Co-Developer to avail the benefit of the exemptions as are available under the provisions applicable to SEZ and the Co-Developer shall have to allot the units to the prospective transferees taking into account all the benefits availed and/or to be availed by the Co-Developer under the prevailing Act and Rules pertaining to SEZ.

1.4 The material requirement statement for these Works shall be prepared by the Co-Developer and duly certified by their Chartered Engineer. The application for approval of the list of goods/ services is to be submitted to Competent Authorities by GIFTCL. The Co-Developer shall provide all the necessary information related to list of goods required for the authorized operation to GIFTCL for getting approval from the Competent Authority;

1.5 Non compliance or not obtaining the exemptions, by the Co-Developer, for the goods or services as are exempted under the provisions applicable to SEZ, as mentioned above, GIFTCL shall not be liable for any payment or compensation.

1.6 The standard operating procedure and other various details, in relation to follow the necessary procedures for obtaining benefits of exemptions from various taxes, duties and levies, will be provided by GIFTCL to the Co-Developer and it would be mandatory for the Co-Developer to comply with the same.

2. SEZ Compliances

2.1 The Co-Developer shall understand, follow, observe and comply with all the provisions of laws, rules, ordinances, circulars, notifications etc. including but not limited to Gujarat Special Economic Zones Act, 2004, Special Economic Zones Act, 2005 and the rules framed there under as amended from time to time applicable to Special Economic Zone.

2.2 The followings shall be followed by the Co-Developer:-

2.2.1 Materials shall not be stacked at places where they are likely to be damaged or lost. The Co-Developer shall have no claim for any loss on this account. If such material has been paid for & is subsequently lost before use in the work, the Co-Developer shall make good the loss.

2.2.2 **Gate Passes:** The work under the contract is inside the SEZ premises. The SEZ area is bounded by Customs & security of SEZ authorities. The Co-Developer, its supervisors & labourers must follow the rules & regulations laid down by the SEZ authority. The Co-Developer shall have to follow the rules & regulations regarding entry & exit from the zone & during the work period inside SEZ premises. Hence, the Co-Developer must take necessary gate passes for entry into SEZ premises for himself/itself/ themselves, his/her, its/ their respective supervisors, agents, representatives, employees & workers.

2.2.3 For getting the necessary gate passes (photo passes) for entry into SEZ premises to workers & supervisors of the Co-Developer, the Co-Developer shall have to apply to the SEZ authority.

2.2.4 The details of workers such as name, age, address etc. along with two photographs of the required size of each worker are to be submitted.

2.2.5 Necessary payment for getting the photo passes as per prevailing rate of SEZ shall have to be made to SEZ authorities by the Co-Developer. It is binding on the Co-Developer & his/her/ its/ their supervisor/workers to keep the authorized gate pass with them when in SEZ premises & produce the same to SEZ authorities whenever demanded as per their rules. If any person of the Co-Developer is found without proper gate pass & if any action is taken by SEZ authority, it will be sole responsibility of the Co-Developer only.

2.2.6 The Co-Developer shall make clear all rules & regulations to his/ its/ their labourers & employees. Regarding entry of materials, the SEZ authorities generally issue permission for taking the materials required for the work inside SEZ in between the official time on all working days. If the Co-Developer desires to take the material in/out of the SEZ premises, special written permission shall have to be obtained from the SEZ authority.

2.2.7 Orders issued by GIFTCL / SEZ Authority from time to time, regarding the conduct of the work shall be binding on the Co-Developer.

2.2.8 The Co-Developer acknowledge that he/she/ it/ they understands the **Special Economic Zone** rules and regulation as per **SEZ Act, 2005** and he/she/ it/ they further acknowledge that he/she/ it/ they will abide all the rules and regulations of SEZ Act, laws related to custom duties, notified area and all other related things affecting the Contract Works directly or indirectly and shall not make any claim in any account whatsoever related to SEZ Acts, Rules and Regulations applicable to SEZ.

2.3 In case of failure of compliance of any of the aforesaid provisions mentioned in clause 2.1 and 2.2 above, the Co-Developer solely shall be liable for the same and GIFTCL shall be entitled to take/ initiate action against the Co-Developer in consequence thereof and the same shall be binding on the Co-Developer, agent, employees and representatives."

SCHEDULE-I

Description of the Payment Schedule

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	25% of the Final Amount of the Financial Proposal	To be paid within 30 days from the date of Provisional Letter of Allotment.
2	25% of the Final Amount of the Financial Proposal	To be paid within 12 calendar months from the date of Provisional Letter of Allotment.
3	25% of the Final Amount of the Financial Proposal	To be paid within 18 calendar months from the date of Provisional Letter of Allotment.
4	25% of the Final Amount of the Financial Proposal	To be paid within 24 calendar months from the date of Provisional Letter of Allotment or submission of application for Occupancy Certificate/Part Occupancy Certificate, whichever is earlier.

Note:

i. All taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Co-Developer.

The Lease Deed for grant of the leasehold rights on the underlying land will be executed in favour of the Co-Developer, upon completion of MLCP part of the Project, in accordance with the terms of the Agreement to Lease-cum-Development Agreement. However, prior to execution of Lease Deed, the entire Final Amount shall be paid by the Co-Developer.

ii. In case the Co-Developer fails to make the payment for Final Amount and/or consideration for additional Development Rights if any, as per the timelines mentioned in the payment schedule, then penal interest on the delayed amount will be applicable.

The penal interest rate shall be 2 times the RBI Bank Rate, per annum, as prevailing from time to time.

iii. In case the Co-Developer pays the Final Amount within 45 days from the date of Provisional Letter of Allotment (PLOA), a discount of 10% on the Final Amount will be offered.

iv. The Lease Deed for grant of the leasehold rights on the allotted land will be executed in favour of the Co-Developer only after completion of construction of the Project and full payment of Final Amount to GIFTCL, in accordance with the terms of the Agreement to Lease-cum-Development Agreement.

Description of the Penal Charges in case of delay in development of the Project by the Co-Developer

The Co-Developer shall start the construction of the said Project within 1 (one) year from the date of the PLOA, failing which the Co-Developer shall be liable to pay penal charges for delay of each month at the rate of 2% of the total consideration amount of the Development Rights with a maximum of 10% of the total consideration of the Development Rights.

In case, the Co-Developer fails to start the construction even after 17 (seventeen) months from the date of the PLOA, GIFTCL shall have the right to terminate the agreements executed and forfeit theconsideration amount paid by the Co-Developer.

The Co-Developer shall complete the said Project and related facilities using the allotted Development Rights (DR) within 4 years from the date of PLOA. Extension of this period will be allowed only in exceptional cases, on valid reasons but on payment of penal delay completion charges at following rates:

Sr. No.	Penal Charges
1	Up to 6 months on payment of 10% of the Development Rights (DR) consideration amount of Development Rights as quoted in the Financial Proposal or Development Rights as per Development Permission, whichever is higher.
2	Over 6 months and up to 1 year, on payment of 15% of the Development Rights (DR) consideration amount of Development Rights as quoted in the Financial Proposal or Development Rights as per Development Permission, whichever is higher
3	Over 1 year and up to 18 months, on payment of 20% of Development Rights (DR) consideration amount of Development Rights as quoted in the Financial Proposal or Development Rights as per Development Permission, whichever is higher.
4	Over 18 months and up to 24 months, on payment of 25% of Development Rights (DR) consideration amount of Development Rights as quoted in the Financial Proposal or Development Rights as per Development Permission, whichever is higher.
5	Delay of over 2 years – In such cases, GIFTCL would have the right to forfeit the Development Rights. Further, any consideration amount paid by the Co-Developer shall also be forfeited.

Lease Rent:

In consideration of GIFTCL transferring the underlying land on leasehold basis for a maximum period of 99 years to the Co-Developer of the Project, the Co-Developer shall pay to GIFTCL annual Lease rent @ Rs. 10/- per sq. mt. (exclusive of GST) of the Leased Land ("**Lease Rent**") from the effective date of signing of Agreement to Lease cum Development Agreement in favour of the Co-Developer.

SCHEDULE II

INFRASTRUCTURE DETAILS

A. Infrastructure Provision

(Common Infrastructure)

The Co-Developer of the Project would adhere to the requirements as laid in the GIFT Area Development Control Regulations (GIFT Area DCR).

- Infrastructure facilities to be provided by GIFTCL

GIFTCL shall provide / arrange to provide the following infrastructure close to the building line:

1. Road Connectivity:

a. The main access to the package would be provided from the road network as per Urban Design and Architectural Sheet (UDAS).

2. Utilities through underground Tunnel/ Trench corridor.

In a dedicated underground Utility Tunnel /trench corridor following utilities shall be provided till the interface of the building in the ground at appropriate level. Building basement shall be designed to provide cut-out in basement retaining wall for entry of utilities.

a. Power:

i. GIFTCL or its Subsidiary, is responsible for development and integration of the external infrastructure related electrical system. Co-Developer is responsible for development and integration of the electrical system for building internal requirement and external infrastructures linked with building.

ii. Power shall be supplied at 33 kv through the utility tunnel to the building interface (upto Co-Developer's HT panel) by GIFTCL or its subsidiary.

Further step-down facilities for the building shall be responsibility of the Co-Developer.

iii. In case of consumer load up to 100 KW, power shall be supplied at LT level (415 V) from the nearby substation to the building envelope by GIFTCL or its subsidiary company.

iv. The requisite connection charges as per the Gujarat Electricity Regulatory Commission (GERC) notification for developing network from substation/switching station to building envelope shall be paid by Co-Developer.

v. The Co-Developer / end-user shall be responsible to pay the applicable service connection charges with applicable security deposit and monthly regular electricity charges.

b. Water Supply

i. Treated water from the Water Treatment Plant (WTP) shall be supplied at a specified location near the building.

ii. GIFTCL shall provide treated water for all purposes as per IS 10500 - 1991.

iii. The Co-Developer shall be responsible to pay the applicable charges namely security deposit, connection charges and monthly user charges.

c. **Solid Waste Management Facility**

i. The Solid Waste Management System shall be in conformity with the Automated Waste Collection (AWC) system of GIFT City by the Co-Developer.

ii. In the interim period arrangements to be made for conventional collection and disposal system for which necessary facilities to be created at each building by the Co-Developer.

iii. The Co-Developer shall be responsible to pay the applicable charges namely security deposit, connection charges and monthly user charges.

iv. The Co-Developer should adhere to the revised approved policy of AWCS system, and the charges shall be levied accordingly which is effective from 1st April 2021.

v. PN3 Outdoor bins shall be installed for low rise development / common amenities if required.

d. Heating, Ventilation & Air-Conditioning (HVAC) System

i. The design of the cooling system for the building shall be in conformity with the inlet and outlet temperatures of the chilled water supplied from the District Cooling Plant.

ii. The temperatures in Primary and Secondary chilled water circuits would be:

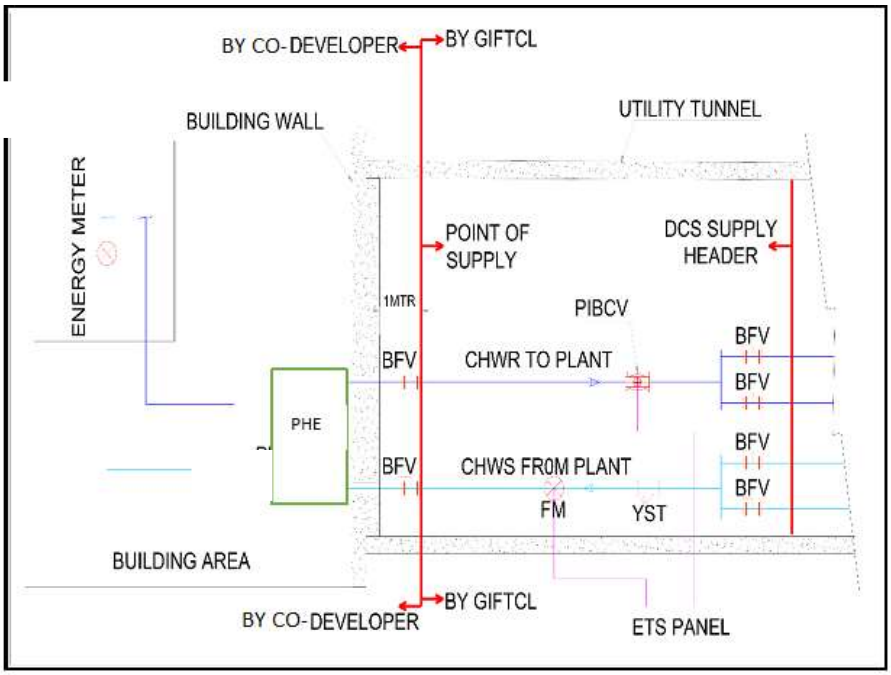
   a. Primary (DCS side) Circuit:
      1. Supply Temp. shall be 5 ± 0.5 º C
      2. Return Temp. shall be 14 ± 0.5 º C
   b. Secondary (Co-Developer Building side) Circuit:
   1. Supply Temp. shall be 6 ± 0.5 º C
   2. Return Temp. shall be 15 ± 0.5 º C

iii. The Co-Developer shall pay all applicable charges such as connection charges, Demand Charges, security deposit and fuel & energy charges as per monthly usage.

iv. The Battery limit or Point of Supply shall be point where the scope of GIFTCL ends and the Scope of the Co-Developer starts.

v. In case when the DCS service is laid through the utility tunnel, the Point of Supply shall be located approximately one meter away from penetrating wall where the DCS services shall enter the building.

vi. At point of supply, the DCS pipes shall be made available with double flange dead connection for Co-Developer to further extend these pipes to the building side after providing isolation valves.



Co-Developer Building Battery limit for DCS Connection

vii. Any additional / special requirement of DCS service in the building other than the regular DCS service, may be considered subject to the technical feasibility and availability of the spare DCS capacity. In such case where additional special requirement is to be provided the Co-Developer shall bear the entire cost of the establishing such additional DCS services.

viii. For other terms and conditions to establish a successful DCS service connection please refer to latest 'DCS Ready Reckoner'.

e. ICT

i. ICT Duct shall be provided up to Teleco room in the building by GIFTCL / Service Provider.

ii. Optic fiber connectivity up to the Telecom room shall be provided by GIFTCL / service provider.

iii. Telecommunication / ICT services shall be provided by the Telecom Service Provider.

iv. The Co-Developer / end user shall pay the applicable charges namely security deposit, connection charges and monthly user charges to GIFT / GIFT appointed service provider.

3. Utilities outside the underground tunnel / trench corridor.

Following utilities shall be provided outside the Underground Tunnel / Trench corridor, till the interface of the building in the ground at appropriate level.

a. Sewerage Collection

i. Sewerage network shall be available close to the building line. The Co-Developer shall arrange to connect the building sewerage system to GIFT Area level sewerage network as specified.
ii. The Co-Developer shall be responsible to pay all applicable charges namely security deposit, connection charges and monthly user charges.

b. Storm Water Drainage and Rainwater Harvesting Network

i. Surface water drainage for building shall be integrated with the drainage network of GIFT Area. The Co-Developer shall arrange to connect the building's stormwater system to GIFT Area level stormwater network as specified.

c. **Piped Gas Connection**

i. Piped Gas supply shall be through a pre-defined buried corridor for gas pipe line network and branch connectivity will be provided till interface of the building.

The Co-Developer / end user shall be responsible to pay all applicable charges namely security deposit, connection charges and monthly user charges.

ANNEXURE-2

(Building Level Infrastructure)

- **Infrastructure Facilities to be provided by the Co-Developer**

All the utilities, infrastructure, facilities within the building envelope shall be developed by the Co-Developer confirming to GIFT Area DCR, UDAS and various guidelines issued by GIFTCL from time to time. Some of the specific requirements are given as under:

1. Power

i. Co-Developer is responsible for development and integration of the electrical system for building internal requirement and external infrastructures linked with building.

ii. 33kv/0.415kv substations shall be installed by the Co-Developer with adequate redundancy (N+1) at a specified location.

iii. The Emergency backup power shall be the responsibility of the Co-Developer. On the request and at the cost of various Co-Developers, GIFTCL or its subsidiary company shall develop emergency backup supply system at a centralized location.

iv. Co-Developer is responsible to develop complete electrical infrastructure of building from his point of supply to the unit holder/ transferee/ occupier point of supply. Scope includes supply, installation, testing and commissioning of HT panel, transformer, LT panel, power factor correction arrangement, harmonic filters, earthing arrangement, cabling works etc. as per approved drawings.

v. In case of consumer load upto 100KW, then LT connection shall be provided. Thus all the necessary equipment for the LT connection shall be developed by the Co-Developer. The Scope in case of LT connection includes supply, installation, testing and commissioning of Main LT panels, meter panels, earthing system, cabling works etc shall be installed within the building by the Co-Developer.

vi. GIFTCL or its subsidiary shall do necessary arrangement for metering and billing of energy consumption of each consumer/building as per tariff.

vii. Co-Developer shall be solely responsible for O&M of assets from HT incoming panel to floor level LT metering points and restoring power in case of fault in

network between HT incoming points to metering point. In case of any fault in tariff meter or tariff metering equipment shall be resolved by GIFTCL or its subsidiary.

2. **Water Supply System**

   i. Co-Developer shall efficiently design and develop the water Supply & Distribution System to cater the various water needs such as drinking, flushing, landscaping, etc.

   ii. The responsibility of tertiary treatment before distribution within the building such as ultraviolet (UV) or any other specific alternative remains with the Co-Developer so that water is potable at all taps.

   iii. In addition to the tertiary treatment, Co-Developer is also responsible for online water quality monitoring sensors (as per GIFT's standards) in the building premises, after tertiary treatment, before supplying the water to any consumer of the building.

   iv. Co-Developer has to provide Motorized valve in water inlet from GIFT which should operate according to the level of UG Tank and control by Co-Developer's BMS. This should automatically open and close based on tank level and prevent any overflow from the tank. To control the same, tank shall be equipped with Ultrasonic/Radar Level transmitter, level switch (Hard wired with Motorized Inlet valve) and Mechanical protection (Overflow protection). The Procurement & Installation of Motorized butterfly Valve, Level Transmitter & Level Switch shall be in Co-Developers scope. Along with that the signals of the UG Tank Level transmitter, Level switch and Motorized valve Open/Close feedback shall be connected to GIFTCL SCADA network through Co-Developers BMS for monitoring purpose only.

3. **Sewerage System**

   i. Co-Developer shall design and develop double stack system i.e. separate pipe for soil and waste. In shafts, it is advised to use two pipe systems with a vent as primary ventilation.

   ii. Sewerage system is to be designed for minimum 3 times the average flow flowing half full in case of lateral sewer and flowing 2/3 full in case of Main Sewers and consideration as per Manual on Sewerage and Sewage Treatment

(By Ministry of Urban Development) – Latest Edition. Manning's formula is to be used for sizing the sewer network.

4. **Storm Water System**

i. The system is to be designed on the basis of standard criteria as stipulated in the "Manual for sewerage & Treatment "published by the Central Public Health & Environmental Engineering Organization (CPHEEO) – Latest Edition, NBC-2016, SP-35(S&T) – Latest Edition and other proven National & International practices on the subject.

5. AWCS System (Solid Waste Management)

i. Provision of shaft exclusively for collection of solid waste with AWCS (Automatic waste collection system) is to be made. The collected solid waste from each floor shall be brought down to garbage room through two chutes provided at every floor. From the garbage room, it will be connected to network of main AWCS pipeline which is running through utility tunnel.

ii. Chutes:

Two chutes as per design should be provided within the building which shall be dedicated separately for Organic and Inorganic waste. The chutes should be weatherproof and made from stainless steel. Internal Sanitation system with disinfectant spray should be provided for cleaning the chutes which is further controlled by a control panel located in the garbage room.

The followings shall be in accordance with GIFT's Ready Reckoner for solid waste connection-

- Provision and sizing of Garbage Room
- Chute and its ancillaries/ accessories, sizing, and specifications

iii. Outdoor Bins:

PN3 outdoor bins along with its accessories such as air valve, storage section etc. if required needs to be provided in the building premises for low rise buildings / common area facility.

6. **DCS**

i. The Co-Developer shall provide the entire Chilled water distribution network inside the building, which mainly includes heat exchangers, pumping systems, Fan coil units, Air handling units, valves, ventilation & exhaust system and other auxiliary items including the O&M. Any expansion or modification of the building side system shall be in Co-Developer's scope.

ii. The above HVAC work should be adhered to GIFTCL guidelines and DCS Ready Reckoner.

7. Intelligent Building Management System (IBMS)

Building should be designed as per the IBMS guidelines for GIFT City. Co-Developer will endeavour to develop the building on the lines of smart and safe living. Necessary guidelines in this regard will be issued by GIFTCL.

8. ICT

a. Every building will have at least 2 Telco rooms of appropriate size.

b. Cabling has to be done in line with cabling guidelines issued by GIFTCL. Co-Developer is suggested to follow the concept of FTTX (Fibre to the home) and should allow triple play services over fibre optic reaching to each dwelling .

c. The Co-Developer will arrange to take up the Telecommunication services upto the individual block / unit / premises as per the requirement of the occupiers / services from the building level Telco room.

d. Co-Developer will also provide sufficient power capacity, Earthing, Cooling and security (access control) for the Telco rooms in-side the building.

9. Fire and Life safety System:

a. The Co-Developer shall design Fire and Life Safety Systems as per GIFT Area DCR & Gujarat State Fire prevention and Life Safety regulations & NBC 2016 – Part 4, Fire and Life safety & relevant IS Codes with the latest amendments and any further directives from statutory Authority of Government of Gujarat.

10. Parking

The Co-Developer shall be required to accommodate 100% parking requirement of the Project as per the numbers of ECS derived from GIFT Area DCR within the said Project. In case the Co-Developer constructs additional parking spaces and structures within the Building beyond the GIFT Area DCR requirement, then such additional parking space / structure shall be limited to two additional floors within the Building.

- **Utility Interface between the Building and City Level / Package Level Infrastructure**

  - All the utilities, infrastructure, facilities within the building envelope shall integrate with the city level network.
  - The Building should be designed considering safety, adequacy, constructability and maintainability.

During construction period, power shall be made available by GIFTCL or its subsidiary. However, the required charges for temporary power connection shall be paid by the Co-Developer.

During construction period, construction/ Temporary water shall be provided by GIFTCL, if available. However, the required charges for construction water connection shall be paid by the Co-Developer.

Allotment of Land for Construction logistic and office for temporary use:

For facilities which require allotment of land for construction logistic requirement for temporary use, following policy shall be applicable:

(a) Co-Developer / User Agency

Allotment of Land: Land would be allotted on license to use basis for the construction period to the Co-Developer to whom Development Rights are allocated or its representative agency.

License Fee for the license period to be paid in advance on or before signing the Leave and License Agreement.

Pricing for Allotment of Land for construction logistic: License fees to be taken at the rate of 2% of the prevailing Jantri Value (Non Agricultural) per sq. mtr. per annum, during the period of use of land for logistic requirement (including land area for

barricading), with the provision of increase of license fee by 10% for every renewal thereafter. The Jantri Value shall be taken as the highest jantri value (Non Agricultural) of the survey numbers of the village/s in which the land falls.

Pricing for Allotment of Land for Experience centre/marketing office: License fees to be taken at the rate of 2% of the prevailing Jantri Value (Commercial) per sq. mtr. per annum, during the period of use of land for logistic requirement, with the provision of increase of license fee by 10% for every renewal thereafter. The Jantri Value shall be taken as the highest jantri value (Commercial) of the survey numbers of the village/s in which the land falls.

Allotment of additional appurtenant land below grade level

For optimum utilization of parking space or for accommodating the parking space required as per GIFT AREA DCR, or for any additional parking requirement at the basement level, additional appurtenant land below grade level, beyond the basement extent may be allotted to a Co-Developer as per availability and approval by GIFTCL Management. The lease rent for allotment of land additional appurtenant land will be considered at the rate of Rs.10/- per sq. mtr. per annum (exclusive of GST). Additionally, the Selected Bidder will be required to pay one time premium which shall be Development Rights consideration of equivalent additional appurtenant land area at the rate of Rs. 1600/- per sq. ft.

The premium payment schedule shall be as under:

Payment schedule for Premium for additional Appurtenant Land Year	**Payment Tranches**
Y1	25% of the total premium to be paid within 30 days of the Addendum to PLOA for additional appurtenant land 25% of the total premium to be paid within 12 months from the date of Addendum to PLOA for additional appurtenant land.
Y2	25% of the total premium to be paid within 18 months from the date of Addendum to PLOA for additional appurtenant land Balance 25% of the total premium to be paid within 24 months from the date of Addendum to PLOA for additional appurtenant land, or submission of application for Occupancy Certificate, whichever is earlier.

Terms and Conditions for additional appurtenant land

1. The Lease Rent for additional appurtenant land shall be payable from the date of Occupancy Certificate.

2. In this regard, a separate Agreement to Lease and Lease Deed will be executed between Selected Bidder and GIFTCL. The Lease Deed will be executed for grant of leasehold rights for the Additional appurtenant land, after issue of the Occupancy Certificate.

3. The ownership rights of the Additional appurtenant land at grade level shall remain with GIFTCL, and no charge or lien can be created on the Additional appurtenant land for raising any finance, funding, or loan.

4. The area above the Additional appurtenant land at grade level would be kept for open/green space and no construction whatsoever would be permitted.

5. The lease period for the additional appurtenant land, will be co-terminus with the lease period for the underlying land of the Project i.e., 99 (Ninety-Nine) years from the date of Agreement to Lease cum Development Agreement.

City Level Maintenance Charges

The Co-Developer shall pay annual City Level Maintenance Charges (CLM) calculated at the rate of Rs. 10.70/- per sq. ft. on the final BUA of the said Project, mentioned in the Occupancy Certificate, to GIFTCL towards operation and maintenance of the GIFT City, from the date of issue of Occupancy Certificate. These charges would be as per the prevailing policy of the GIFTCL, applicable from time to time.

Schedule-III: GIFT Area DCR

Schedule-IV: Handbook for Co-Developers

Schedule-V: Ready Reckoner for Electrical Infrastructure

Schedule-VI: Ready Reckoner for water connection

Schedule-VII: Ready Reckoner for sewage connection

Schedule-VIII: Ready Reckoner for solid waste connection

Schedule-IX: Ready Reckoner for District Cooling Connection

Schedule-X: Intelligent Building Management System (IBMS) Guidelines for Building Campus for GIFT Area.

Schedule-XI: Suggestive Communication cabling guidelines for Commercial and Residential Buildings in GIFT City.

Schedule-XII: ICT Telecom room requirement details cum checklist.

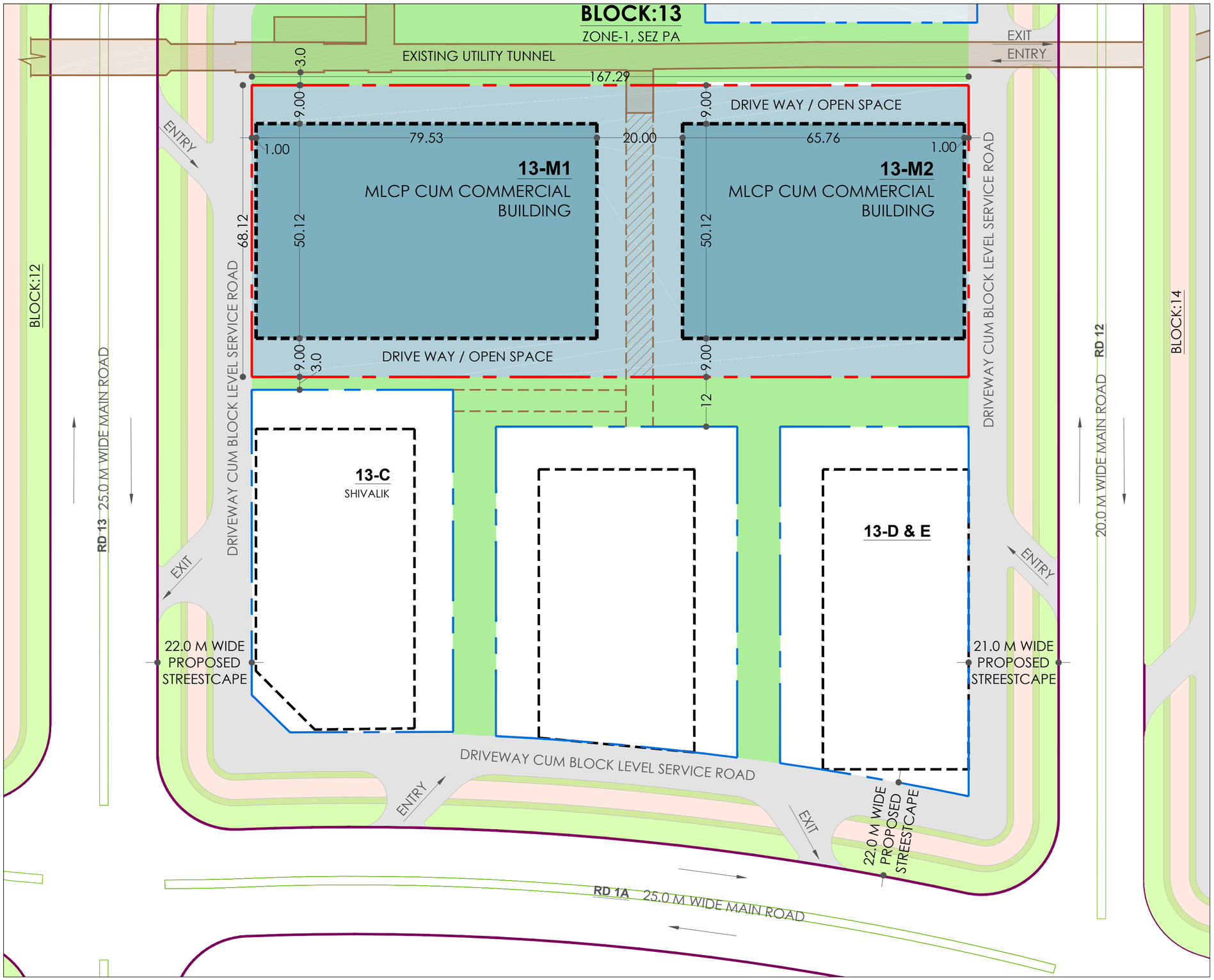
Schedule-XIII: Utility Tariff Charges

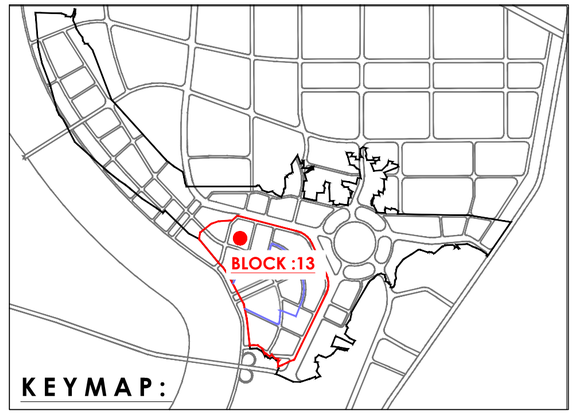
Schedule-XIV: Indicative Soil Testing Report



Gujarat International Finance Tec-City Company LIMITED

EPS Building No.49A, Block 49, Zone IV,
Gyan Marg, GIFT City, Gandhinagar-382355
Telephone: +91 79 61708300





LEGEND

- BLOCK BOUNDARY
- EXISTING UTILITY TUNNEL
- PROPOSED UTILITY TUNNEL
- BASEMENT EXTENT
- MAXIMUM BUILDING EXTENT
- AREA RESERVED FOR CITY LEVEL UTILITY SERVICE AT FIRST BASEMENT & GROUND FLOOR FOR O&M

AREA STATEMENT

BASEMENT EXTENT :	11395 SQM
MAXIMUM BUILDING EXTENT OF M1 :	3986 SQM
MAXIMUM BUILDING EXTENT OF M2 :	3296 SQM
MAX. PERMISSIBLE HEIGHT :	183.91 M FROM AMSL

NOTE/ REFERENCE

- Total parking requirement of commercial Building shall be accommodated in the allotted Land.
- Basement shall be constructed using suitable technology to protect existing constructed features.

Note:
1. All dimensions are in Meter.
2. Only written dimensions and UTM coordinate reference provided to be followed.
3. Any discrepancy to be brought to the notice of Urban Planning Department before implementation.
4. Use of this drawing shall be ensured strictly only for the purpose of issued for.

REQUESTED BY	REFERENCE
	FILE NO. : GIFTSEZ/BDM/RFP/2023/01-01
GIS (MANAGER)	BACKWARD LINKAGE

Planning , Architecture & Environment Department		
Drawn By	Review by	Approved by
V.S Sr. Executive	K.P General Manager - Planning	L.G Chief Planner

GUJARAT INTERNATIONAL FINANCE TEC-CITY

GIFT SEZ LTD.

GIFT House, Block -12, Road 1-D, Zone - I, GIFT SEZ, GIFT City, Gandhinagar - 382355.Gujarat

Revision note	Issued for	
R0	RFP	✓
	DP STAGE	
	CC STAGE	
	OC STAGE	

Drawing Title:-
SITE PLAN OF BUILDING 13-M1 & M2
Drawing Subtitle:-
PROPOSED MLCP CUM COMMERCIAL BUILDING AT BLOCK :13
Drawing Number:- GIFTSEZ/PAE/UP/2023/13-M/SP/01

Date: 25.09.2023 | Revision: R0 | Scale: NTS

N

D:\03 Projects\13M-MLCP\M1 & M2 OPTIONS NOV 2023\SITE PLAN OF BUILDING 13-M1 & M2.dwg, 06-11-2023 16:30:47, 1:0.709826

Corrigendum-2

ADDENDUM / AMENDMENT FOR "Development of Multi Level Car Parking (MLCP) along with Commercial Development on Building Footprint 13-M1 & 13-M2 in the Processing area of GIFT SEZ in GIFT City"

(RFP REFERENCE NO: GIFTCL/BD/RFP/SEZ/2023/01)

Sr. No.	Clause No.	Original (instead of)		Addendum/ Amendment (Read As)	
1	**Abstract & Clause 1.4, Schedule of Bidding Process**	Last date & time for Online Submission of Financial Bid	05.01.2024 upto 15:00 hrs	Last date & time for Online Submission of Financial Bid	23.01.2024 upto 15:00 hrs
		Last date & time for Physical Submission of Tender Fee, Bid Security and Qualification Phase document etc.	06.01.2024 upto 15:00 hrs	Last date & time for Physical Submission of Tender Fee, Bid Security and Qualification Phase document etc.	24.01.2024 upto 15:00 hrs
		Opening of Bid	06.01.2024 at 15:30 hrs	Opening of Bid	24.01.2024 at 15:30 hrs

Corrigendum-1 to RFP: Response to Pre-Bid Queries and Addendum in RFP

Project Title: Development of Multi Level Car Parking (MLCP) along with Commercial Development on Building Footprint 13-M1 & 13-M2 in the Processing area of GIFT SEZ in GIFT City

I. Response to Queries

Sr. No.	Queries	Response/Clarification/Remarks
1	There is a tunnel section shown between the two building boundaries at first basement level, so can we connect the basement below and the building above the tunnel with single floor plate or not.	Area reserved for tunnel section is at First basement and Ground Level. Below basements and building above can be connected provided building footprint area remains same. *RFP Condition shall prevail
2	The 300 ECS permitted for stack parking is in which configuration, (a) 150 surface plus 150 above mechanised so total 300 and 1700 surface or (b) 300 surface and above 300 mechanised so total 600 and 1400 surface	300 Surface and above 300 Mechanised. Remaining 1400 Surface. Total 2000 ECS *RFP Condition shall prevail
3	Considering such large-scale development at one location, other projects around, challenges for material movement and storage, construction machinery operation on site etc. the proposed timeline of 4 years for the allotment to approval to construction and completion of the projects is very short and does not seem practical, so we hereby request that the timeline for such large-scale development should be given atleast 6 years period for the development	*RFP Condition shall prevail
4	To consider and plan some space / area around the proposed project for logistics purpose for the construction activity	Within the Block-13 about 3600 sq.mtr. space around 13-M1 & 13-M2 may be available after relocation of Temporary Open Parking and Existing allotted logistic area to other Co-developers. However, additional area requirement for logistic purpose may be available in Block-10 based on availability at the time of requirement. *RFP Condition shall prevail

II. Addendum in RFP

Sr. No.	RFP Clause No.	Page No.	As per uploaded Tender	Now to be read as under
1	3.5.4	38	The base price for allotment of Development Rights is Rs. 1600/- per Sq.Ft., the bidder may quote the price over and above as stated.	The base price for allotment of Development Rights is Rs. 1600/- per Sq.Ft.

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