



**RFP DOCUMENT FOR**

***“Allotment of Space for Development of Food Zone in  
Domestic Tariff Area of GIFT City on Leave and License  
Basis”***

***JUNE 2023***

***RFP Reference No. GIFT/BDM/RFP/FZ/DTA/2023/01***



Request for Proposal for "Allotment of Space for Development of Food Zone in Domestic  
Tariff Area of GIFT City on Leave and License Basis"

**GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY**  
**LIMITED**

**RFP/ BID DOCUMENT FOR**  
**"Allotment of Space for Development of Food Zone in Domestic**  
**Tariff Area of GIFT City on Leave and License Basis"**

**RFP Ref. No. GIFT/BDM/RFP/FZ/DTA/2023/01**

**JUNE 2023**



**GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED**

EPS Building No.49A, Block No.49,  
Zone -04, Gyan Marg, GIFT CITY,  
Gandhinagar, Taluka & District Gandhinagar – 382355



Request for Proposal for "Allotment of Space for Development of Food Zone in Domestic  
Tariff Area of GIFT City on Leave and License Basis"

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### ABSTRACT

NAME OF THE WORK	<b>Request for Proposal for "Allotment of Space for Development of Food Zone in Domestic Tariff Area of GIFT City on Leave and License Basis"</b>
AVAILABILITY OF BID DOCUMENTS	: 28/06/2023 to 27/07/2023 upto 17:00 Hrs.
PRE BID MEETING	: 10/07/2023 at 15:00 Hrs
LAST DATE AND TIME FOR PHYSICAL SUBMISSION OF DOCUMENTS (i.e. TENDER FEE & BID SECURITY, TECHNICAL BIDS and FINANCIAL BID) (HARD COPIES)	: 28/07/2023 at 15:00 Hrs.
OPENING OF TECHNICAL BIDS	: 28/07/2023 at 15:30 Hrs.
OPENING OF FINANCIAL BIDS	Will be informed later on
PLACE OF PRE-BID MEETING, PHYSICAL SUBMISSION OF TECHNICAL BID, DOCUMENTS, TENDER FEE & BID SECURITY (HARD COPIES) AND OPENING OF BIDS	At: Office of the Managing Director & Group CEO Gujarat International Finance Tec-City Company Limited. GIFT House, Block-12, Road 1-D, Zone-I, GIFT City, Gandhinagar Gujarat, Pin-382355
AMOUNT OF TENDER FEE	<b>Rs.500/- (Rupees Five Hundred Only)</b> payable in the form of Demand Draft / Banker's cheque / Pay Order from any Nationalized / Scheduled Bank drawn in favour of " <b>Gujarat International Finance Tec-City Company Limited</b> ", payable at Ahmedabad.
BID VALIDITY	180 days from last date of physical submission of Bid
BID SECURITY DEPOSIT	<b>Rs.10,000/- (Rupees Ten Thousand only)</b> payable in the form of Demand Draft / Banker's cheque / Pay Order from any Nationalized / Scheduled Bank drawn in favour of " <b>Gujarat International Finance Tec-City Company Limited</b> ", payable at Ahmedabad.
REGISTERED ADDRESS OF THE COMPANY	Gujarat International Finance Tec-City Company Limited EPS Building No. 49A, Block 49, Zone-IV, Gyan Marg, GIFT City, Gandhinagar- 382355 Email: contract@giftgujarat.in Tel. No.: 079 61708300 Website: www.giftgujarat.in

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### **Disclaimer**

The information contained in this Request for Proposal document (**the "RFP"**) or subsequently 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 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 Allotment of Temporary Space for Food Zone in Domestic Tariff Area of GIFT City for Development of Food Zone on Leave and License Basis. 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 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.

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 howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.



Request for Proposal for "Allotment of Space for Development of Food Zone in Domestic  
Tariff Area of GIFT City on Leave and License Basis"

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.

The issue of this RFP does not in any way imply that GIFTCL is bound to select or to appoint the selected Bidder, as the case may be, 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 A Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



## **DEFINITIONS AND INTERPRETATIONS**

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a. **"GIFT" or "GIFT City"** means Gujarat International Finance Tec-City.
- b. **"GIFTCL"** means Gujarat International Finance Tec-City Company Limited incorporated under the provisions of the Companies Act, 1956.
- c. **"GIFT Area"** means the area as denoted in the GUDA Development Plan, as amended from time to time.
- d. **"RFP" or "RFP Document" or "Bid Document"** means Request for Proposal documents issued by the Client for the Services including any addendum/ amendments thereof made from time to time.
- e. **"Third Party"** means any person or entity other than the Client and the Service Provider.
- f. **"Party" and "parties"** means the Client and the Service Provider and "third party" means any other person or entity as the context requires.
- g. **"Food Zone"** means the temporary/container food outlet to be placed and operated as per specifications defined in the RFP.
- h. **"Food Zone Operator/Licensee"** means a person or entity (legal or natural) who has been issued Letter of Appointment (LOA) by GIFTCL and who has entered into the Leave and License Agreement with GIFTCL to develop, operate and maintain the food zone as per the terms of the RFP Document.
- i. **"Leave and License Agreement"** means the Agreement to be executed by the Client/GIFTCL agreeing to allot land to the Service Provider/Food Zone Operator/Licensee, on leave and license basis, for setting up a Food Zone, together with all the Appendices, Annexure and schedules mentioned and enclosed thereto, for the License Period as defined in the RFP document on the License Fee as quoted by the Service Provider/Food Zone Operator/Licensee.
- j. **"Business Day"** means a Day, other than Saturday and Sunday, on which banks in Gandhinagar are open for normal banking business.
- k. **"Commencement Date"** means the date specified in the Notice to Commence issued by the Client/Client's Representative to the Service Provider/Food Zone Operator.
- l. **"License Period"** means the duration and tenure defined in the RFP document for the development and operation of the Food Zone.
- m. **"License Fee"** means the amount quoted by the Service Provider/Food Zone Operator/Licensee.
- n. **"Day"** means calendar day and **"year"** means 365 days.



### **INVITATION FOR BID (IFB)**

Gujarat International Finance Tec-City Company Limited (GIFTCL) invites bids for **"Allotment of Space for Development of Food Zone in Domestic Tariff Area of GIFT City on Leave and License Basis"** (RFP Ref. No. GIFT/BDM/RFP/FZ/DTA/2023/01) from the Bidders with requisite technical and financial qualification, who are capable to develop, operate and maintain the Food Zone in Non SEZ Area of GIFT City.

RFP document may be downloaded online from GIFTCL website at <https://www.giftgujarat.in> by interested bidders during the dates of downloading of RFP documents and Bids will be submitted on or before the last date and time for submission of bids as mentioned in the Abstract of the RFP document.

The Bidder should submit the Bid including Tender Fee, Bid Security/Earnest Money Deposit, Bid & related documents (Qualification Phase) etc. and Financial Proposal in physical form at the office of GIFTCL, GIFT City, Gandhinagar, so as to reach 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, accepted after the stipulated date and time.

#### **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 read carefully the instructions and eligibility criteria contained in the bid/ RFP document.

#### **Bid Inviting Authority:**

**The Managing Director & Group CEO**

**Gujarat International Finance Tec-City Company Limited**

EPS Building No.49A, Block 49,

Zone-IV, Gyan Marg, GIFT City Gandhinagar, Taluka & District Gandhinagar – 382355

Tel No: 91 79 61708300, Email: contract@giftgujarat.in

**1. INTRODUCTION:**

- 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.
- 1.2 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%.
- 1.3 As part of development of the GIFT City, Food zone is being developed as common facility in Domestic Terrif Area of GIFT City which will cater to Employee & Residence of GIFT City and nearby area. Food zone is located at Block No. 55 near GIFT One and GIFT Two tower with proximity to developed cluster of block no. 53 and upcoming residential buildings. It consists of 9 nos of food containers/ food Vans with multiple cuisine catering to the taste of employees coming to GIFT City from across India. It is felt that such a development shall be complementary to the food zone shall provide various food options.
- 1.4 GIFTCL is seeking proposals from qualified food Service Providers for the provision and management of onsite sit-down and take-away items which provides multi-cuisine items and refreshments for staff, visitors, tenants and contractors, etc. working/visiting at the GIFT City Campus, Gandhinagar. The services provided will also include the provision of catering services for various functions as and when needed.
- 1.5 The Food Zone strategically offers requisite facilities for improving Visitor experience and their retention for longer period. Food zone is envisaged to offer specialized dining & take away experience.
- 1.6 GIFTCL has decided to carry out a transparent and competitive process for selection of the Selected bidder as Food Zone Operator for the development, operation and maintain the said Food Zone.
- 1.7 The bidder will be required to submit the proposal to operate Food Zone having **total area of 2000 Sqm (placing 9 Container)** as earmarked red colour in the drawing (enclosed as **Annexure-I**). The bidder who is technically & financially qualified and has quoted the highest leave and license fee per annum will be declared as a Selected Bidder to operate the Food Zone.
- 1.8 The Food Zone should offer the following:

- a. All fast food, ready-to-eat items (Multi-cuisine type).
  - b. A small menu, varied on a regular basis, consisting of stylish light lunches.
  - c. Vegetarian, dairy products alternatives should always be accommodated on the menu on request.
  - d. Pastries/light snacks during break time/meetings on request.
  - e. Quality and variety of hot and cold beverages (excluding alcoholic and tea beverages).
  - f. Convenience food available during the day.
  - g. Provide a catering service for internal meetings and ad-hoc functions on request. However, this will not prohibit service receivers from making use of external service providers for catering services relating to internal meetings and ad-hoc functions, although such practice shall not be promoted.
  - h. Ensure no re-use of leftover foods from the previous day. Left-over food should be disposed-off appropriately, within one hour from the completion of the relevant service hours.
- 1.9 The Food Zone Operator may further allot the unit to the individual outlets, however, the overall responsibility will be lies with the Food Zone Operator.
- 1.10 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 Food Zone Operator set forth in the Leave and License Agreement or GIFTCL's rights to amend, alter, change, supplement or clarify the scope of Food Zone Operator, the Food Zone 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.
- 1.11 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 Abstract.
- 2. BIDDER'S SCOPE**
- 2.1 Food Zone outlets can be a container or movable food vehicle as per specifications at the cost of Bidder:
- 2.2 Only Vegetarian Food is to be served in Food Zone.
- 2.3 List of preferable Cuisine is Placed at Annexure – II.

- 2.4 It will be the responsibility of the Food Zone Operator to everyday maintains the Food Zone and its surroundings neat, clean and in hygienic condition at the Food Zone Operator's own cost and the Food Zone Operator shall ensure that litters, waste and garbage are not placed, kept or thrown in the surroundings of the said Food zone.
- 2.5 Suggested permissible Operating Hours of the Food Zone will be 08:30 to 22:00 hours IST. However, it will be in-line with the Guidelines issued by the Department of Police, Gujarat Government and will be taken into account accordingly for the flexibility in operating hours. But it should strictly follow the restrictions in timings issued by the concerned Police Authorities.
- 2.6 Leave & License agreement will be executed for the License Period of 11 months. However, the same may be extend for further period of 4 tenure of 11 months each provided on satisfactory performance of the Food Zone Operator/Licensee. There will be escalation in the License Fees every year by 10% of hike and this will be observed time-to-time.
- 2.7 The Lease rent shall be payable between 01-05 days as per English Calendar of starting of the first month every year during the License Period.
- 2.8 The bidder shall start operations within 30 days of signing Leave & License agreement.
- 2.9 Rates of the Packed Products/Food Items/Menu Prices are not regulated and controlled by GIFTCL.
- 2.10 All packaged items are to be sold at prices not more than printed MRP. For other items, the licensee is permitted to sell items at market driven rates. Locally popular/branded products may be liberally provided at market driven prices with prior approval of GIFTCL.
- 2.11 The Operator shall place benches/furniture/sitting arrangements for the customers/visitors of the Food Zone outside the Food Zone and its immediate surroundings but only within the space allocated/leased. Any sitting arrangements outside the allotted zone area will be considered as a breach of the contract clause.
- 2.12 To operate the Food Zone, the Food Zone Operator shall obtain all necessary Licenses and duly observe and abide by the terms and conditions of such licenses all the time. In addition to what is stated hereinabove the Food Zone Operator shall comply with all the provisions of the local authorities, the rules and policy framed by GIFTCL Authorities competent to frame rules and policies to operate the food zone smoothly.
- 2.13 The Food Zone Operator shall use the Food Zone only for the purpose of which it is permitted and shall not use the same for any other purpose whatsoever.

**3. LICENSOR'S SCOPE**

- 3.1 Providing dedicated area, layout, size, and specifications for respective food zone.
- 3.2 Facilitating required utility connections till one dedicated point like electricity, water, power etc. as per GIFT norms. Connection charges are to be borne by the bidder.
- 3.3 Providing Hardscaping, Toilets, Utility Space, Wash Area.
- 3.4 Providing dedicated entry and exit path and parking space for visitors.

**4. BRIEF DESCRIPTION OF BIDDING PROCESS:**

- 4.1 GIFTCL has adopted a One stage Three envelope Bidding Process (collectively referred to as the "Bidding Process") for selection of the Selected Bidder for development, operate and maintain the Food Zone.
- 4.2 GIFTCL may award the Food Zone, based on the evaluation of the Technical and Financial Proposals of the bidder(s) as per the criteria laid down in Clause 13.7 of this RFP.
- 4.3 The Bid shall be valid for a period of 180 days from the last date of submission of Bid.
- 4.4 A Bidder shall submit, along with its Bid, an Earnest Money Deposit (EMD)/Bid Security amounting to **Rs.10,000/- (Rupees Ten Thousand 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, from any Nationalised / Scheduled Commercial Bank located in India drawn in favour of "**Gujarat International Finance Tec-City Company Limited**", payable at Ahmedabad.

Note:

- i. 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 except H1 & H2 bidder. The bid security of H1 & H2 bidder will be released upon signing of Leave & License Agreement with H1 Bidder/Selected Bidder.
- ii. GIFTCL shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified 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.

- iii. 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;
  - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and 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 LOA within the prescribed timeline or extended by GIFTCL;
    - ii. Failure to make payment equivalent to 10% (ten per cent) of the total 11 Month Leave and License Fee within 30 days from the issuance of Letter of Allotment (LOA).
    - iii. to sign the Leave and License Agreement
  - e. In case the Selected Bidder, having signed the Agreement to Lease commits any breach thereof Evaluation of Bids
- 4.5 This RFP document may be downloaded online from website at <https://www.giftgujarat.in>. A non-refundable Tender Fee of **Rs.500/- (Rupees Five Hundred 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 favour of "**Gujarat International Finance Tec-City Company Limited**" payable at Ahmedabad.
- Note: Tender Fee & Bid Security submitted in the form of Cheque shall be summarily rejected.
- 4.6 Any bid/ proposal not accompanied by an acceptable Bid Security/EMD and Tender Fee shall not be opened.
- 4.7 In the Technical bid evaluation, Bidders would be required to furnish the information specified in this RFP. Only those Bidders who are qualified in the Technical Bid Evaluation shall be eligible for evaluation of their Financial Bid.
- 4.8 The Financial Bid submitted by the pre-qualified Bidders will be evaluated. The Financial Bid shall be submitted by the Bidder in physical along with the Technical bid on or before the submission of Bid Due Date as specified in Abstract.
- 4.9 The Selected Bidder, as defined in Clause 13.7, shall be selected based on evaluation of the Proposals submitted by the Bidders as per terms and conditions of this document.

- 4.10 During the bidding process, Bidders may personally visit to examine the GIFT City Project in greater detail, and to carry out, at their cost, probable business turnover, such studies as may be required for development of the Food Zone before submitting their respective Bid.
- 4.11 The Bidder shall be responsible for all of the costs associated with the preparation of their Bid and their participation in 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.
- 4.12 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.
- 4.13 Any queries or request for additional information concerning this RFP shall be submitted by the Bidder in writing or e-mail to the officer. The envelopes/communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: **Request for Proposal for "Allotment of Space for Development of Food Zone in Domestic Tariff Area of GIFT City on Leave and License Basis"**."

**5. ELIGIBILITY CRITERIA:**

The applicant/firm should meet the following minimum requirements:

- 5.1 The bidder shall be private, public or Government owned legal entity that is running business of Restaurant /canteen/food court/sweet shop/food stall operations etc. dealing with preparation, stocking and serving of eatables for minimum Three (3) years.
- 5.2 The bidder shall submit only one application in the tendering process. A bidder who submits or participate in more than one application will cause all the applications in which applicant has participated to be disqualified.
- 5.3 The bidder should not be debarred or black-listed by any Government Department or public sector undertakings, any ministry or departments of Government of India or of any State Government.
- 5.4 The bidder should fulfill the following minimum eligibility criteria on pass/fail basis:
- a. Financial Eligibility Criteria:**
- i. The bidder should achieve average annual financial turnover in preceding 3 financial Years ending on March 2022/2023 at least Rs. 50 Lacs.



ii. Net worth should be positive as on end of financial year March 2022/2023 as per the audited financial statements.

**Note:** The Bidder needs to submit the Certificate(s) from its statutory auditors/Chartered Accountant specifying the net worth of the Bidder, as at the close of the preceding financial year and turnover for preceding 3 consecutive financial years.

**b. Technical Eligibility Criteria:**

The bidder should have at least **one (1) similar type\*** of existing operational food zone:

1. The bidder should have completed at least 3 years of operations in (Veg. Indian Snacks/Gujarati Cuisines/Veg. Chinese Cuisines/Veg. North Indian Cuisines/Multi-cuisines/Hot/Cold Beverage Bars/ Frozen desserts/ Snack Joints/ Bakery items/) will be preferred.

**OR**

2. The bidder should have at least one food court, managed by the participating bidder entity/firm in the past 3 years in any private Food Courts or Shopping Malls or Theatres or any similar places.

\*Similar type means: having minimum 9 Container/Outlets in the Food Court.

Note: The bidder to submit the following documents in respect of the Technical Eligibility Criteria:

- i. Proof of Registration as Hotel / Restaurant / Food service outlet
- ii. Proof of Registration of PAN, MSME or any other valid registration.
- iii. Proof of FSSAI Registration / License of State / Central Certification Agency as per Food Safety and Standards Act, 2006 in the relevant field.
- iv. Proof of GST Registration.
- v. Food Menu of Current Hotel / Restaurant / Food service outlet.
- vi. Testimony documents of satisfied clients for reference if any
- vii. Affidavit for no cases pending in any court of law against the applicant/entity

5.5 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 behalf shall be final and conclusive and binding on the Bidder.

**6. ACKNOWLEDGEMENT BY BIDDER**

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

**7. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

- 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. In the event that GIFTCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 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
- 7.3 In case it is found during the evaluation or after execution of Leave and License 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 Food Zone Operator either by issue of the LOA or executing the Leave and License Agreement, and if the Bidder has already been issued the LOA or executed the Leave and License Agreement, 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 Leave and License Agreement or under applicable law.
- 7.4 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

- 7.5 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.

## **8. PREPARATION AND SUBMISSION OF BIDS**

- 8.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.
- 8.2 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.
- 8.3 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In 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.
- 8.4 The Bidder shall submit its proposal/ bid in the format, together with the documents specified in RFP and seal it in an envelope and mark the envelope as follows:
- a. **Envelope-1:** Tender Fee and Bid Security
  - b. **Envelope-2:** Technical Proposal
  - c. **Envelope-3:** Financial Proposal (**Annexure-VII**)

All the Three Envelope then be sealed in an outer envelope and mark the envelope as "Bid for Allotment of Space for Development of Food Zone in Domestic Tariff Area of GIFT City on Leave and License Basis".

The Bidder shall seal the original copy of the Bid, together with their respective enclosures, in separate envelopes. The envelopes shall then be sealed in an outer envelope which shall also be marked.

- 8.5 The bidder shall quote Financial Proposal for Annual Leave and License charges Per Unit basis.
- 8.6 The Bidders shall be fully responsible to ensure that their 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:

**RFP for "Allotment of Space for Development of Food Zone in Domestic Tariff Area of GIFT City on Leave and License Basis"**

shall be addressed to:

**Office of the Managing Director & Group CEO**  
**Gujarat International Finance Tec-City Company Limited**  
GIFT House, Block 12, Road 1D,  
Zone -I, GIFT SEZ, GIFT CITY, Gandhinagar – 382355

- 8.7 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.
- 8.8 Proposal submitted by fax or e-mail shall not be entertained and shall be rejected.
- 8.9 Bid received by GIFTCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 8.10 No bid shall be modified or withdrawn by the bidder after the last date and time of submission of online bids.

**9. CONFIDENTIALITY**

- 9.1 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.

**10. VALIDITY OF BIDS**

- 10.1 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.

- 10.2 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.
- 10.3 If a Bidder does not provide clarifications sought under Clause 10.2 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.

## **11. OPENING AND EVALUATION OF TECHNICAL BIDS**

- 11.1 The designated officer of GIFTCL will first open Envelope-1 containing Tender Fee & Bid Security and after being satisfied with proper submission, will open Envelope- 2 (Technical Bid). GIFTCL will carry out a detailed evaluation of the documents in order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the GIFTCL will examine the information supplied by the Bidders and other requirements in the bidding documents, taking into account the factors viz. qualification/eligibility criteria and overall completeness and compliance as per the GIFTCL's requirements.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 In the event that 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.

## **12. TEST OF RESPONSIVENESS**

- 12.1 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:
- it is received as per format;
  - it is received by the Bid Due Date including any extension thereof;
  - it is signed, sealed, hard bound and marked;
  - it contains all the information (complete in all respects) as requested in this RFP;
  - it contains information in formats same as those specified in this RFP;
  - has submitted the Tender Fee & Bid Security/EMD;
  - it does not contain any condition or qualification;
  - it is not non-responsive in terms hereof.
- 12.2 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.
- 12.3 To assist in the process of evaluation of 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.
- 12.4 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.
- 12.5 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.
- 12.6 GIFTCL reserves the right to reject any variation, deviation or any alternate offer.

### **13. OPENING AND EVALUATION OF FINANCIAL BIDS**

- 13.1 The reserved price for allotment of Food Zone is Rs.400/- per unit per annum, the bidder may quote the price over and above as stated in Annexure-VII.
- 13.2 If the Bidder has quoted the rate less than the reserved price, their bid will be rejected and considered as non responsive.
- 13.3 The Financial Bid of only qualified bidders (Responsive Bidders) 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 Bid. The qualified bidders or their authorized representatives, if they wish, may remain present at the time of Financial Proposal opening.

- 13.4 The Financial bid will be opened irrespective of the presence of the Bidder.
- 13.5 Financial Bid evaluation will be based on the highest Leave and License Fee quoted per month.
- 13.6 The rate indicated in the Financial bid shall be deemed as final.
- 13.7 The bidder who quoted the highest Leave and License Fee per annum would be considered for allotment of Food Zone ("**Selected Bidder**"). However, GIFTCL at its sole discretion reserves the right to finalize the allotment.
- 13.8 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 leave and License Fee. in the Forward auction will be considered for allotment of the Food Zone. However, the decision of the GIFTCL pertaining to the selection of the bidder will be final and binding in this regard.
- 13.9 On basis of selection made by the Bidder as per Clause 11.7, a Letter of Allotment (the "LOA") 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 LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by 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 LOA, and the next eligible Bidder may be considered.
- 13.10 **Performance Security:** Interest free security deposit to be paid by Selected Bidder is Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand Only) in form of Demand Draft/Pay Order/Bankers Cheque payable to "Gujarat International Finance Tec-City Company Limited" payable at Ahmedabad or in form of Bank Guarantee/FDR issued from Scheduled Commercial Bank in the form approved by GIFTCL. It shall be valid till completion of Leave and license agreement + 3 Months thereof.
- The Performance Security will be returned interest free upon completion of License period and clearance of all dues.
- 13.11 After acknowledgement of the LOA as aforesaid by the Selected Bidder and furnishing the required amount of Performance Security and payment of annual lease rent, it shall execute the Leave and License Agreement. The Selected Bidder acknowledges to have agreed to the terms and conditions of the Agreement and shall not be entitled to ask for any changes, amendments or deviation in the said Agreement.



**14. TERMS AND CONDITIONS:**

- 14.1 Food Van/Food Vehicle/Food Container size should not more than standard size of 30x12 ft.
- 14.2 The Food Zone operator shall pay annual leave and license fee in advance upon issuance of LOA.
- 14.3 **Non Exclusive Clauses:** The allotment of Food Zone shall be on "NON EXCLUSIVE BASIS" i.e. the GIFTCL shall have right to grant license to more than One licensee to do same Business in the same Premises.
- 14.4 Service with payment through electronic cash register preferably will be permitted. Outlets can supply parcels throughout the GIFT City although it can serve food in designated area.
- 14.5 On the expiry of the period of the license or on its termination, as the case may be, the licensee shall deliver vacant possession of the premises intact, to the licensor at 17.00 hrs. on the last day of License Period.
- 14.6 Licensee is required to make time-bound payments of all dues towards Electricity Commissioning & Consumption Charges, Water Supply Commissioning & Consumption Charges and applicable taxes, within 15 days from the date of the invoice/ bill.
- 14.7 The utility charges inter-alia including Electricity Charges, Water Charges, Caretaking Service Charges etc. subject to revision without any notice retrospectively and the licensee shall be liable to pay the corresponding charges as demanded by the licensor.
- 14.8 Stamp duty and registration related processes and charges are to be borne by successful bidder.
- 14.9 In case the licensee causes any physical damages to the property of the Licensor or has any undue payments, the Licensor shall have discretionary rights to execute the repair of damages and recover the amount from the licensee or adjust the equivalent amount from the submitted Security Deposit.
- 14.10 Promotional activities such as free gifts, food coupons etc., within the Food Plaza premises, can be undertaken by licensee.
- 14.11 Normally Eco-friendly/bio-degradable packaging material should be used for supply of food items. If unavoidable, then only food grade recyclable plastic may be used. The Licensee will do garbage collection and disposal in a satisfactory manner.
- 14.12 The Licensee shall exhibit tariff and list of items to be sold, prominently for the information of the customers at the Food Zone Outlet.

- 14.13 The Food Zone Operator of the Food Zone shall not permit any vehicle to park in front of the Food Zone or its immediate surroundings except for such reasonable time as may be required for unloading any articles or things which are brought from such vehicles for sale at the food zone.
- 14.14 The Operator shall provide, at the cost of its own, dustbin for collection, removal of refuse & garbage and the Operator shall make necessary arrangement at the cost of the Operator for its removal. Food waste need to drop at Automatic Waste Collection plant by Food Zone Operator.
- 14.15 Conflicting Relationship of Bidders – Bidders related to one another or managing/having the same business but under different names shall not tender separately under different names. If it is found the contrary to the above, Tenders have been submitted such of the Bidders shall be disqualified and the Money Deposit of each of such Bidder shall be forfeited. If the above fact is noticed after award of the Scope of the Tender then the permission granted to run the food zone on Leave and License basis shall be terminated and the Security Deposit paid by the Successful Bidder shall be forfeited as well as action of blacklisting shall be initiated the successful bidder.
- 14.16 The Operator shall be solely responsible for any misconduct on the part of the employees appointed by the Operator for the purpose of assisting the Operator in the matter of operating food zone on Leave and License basis or any nuisance caused directly or indirectly by the employees so appointed.
- 14.17 The Operator shall permit GIFTCL Authorities at all times to enter the food zone to inspect the quality of the articles being sold at the Food Zone as well as the general cleanliness of the Food zone and its surroundings and if any article is found on inspection to be injurious to health or of a substandard quality the Bidder shall be liable to pay a penalty of Rs.2,000/- (Rupees Two thousand Only) on each occasion in addition to whatever amount of compensation that may be awarded by the Licensor in that behalf and also this act shall be construed as a breach of the terms and conditions of this Leave and License Agreement and dealt with Accordingly.
- 14.18 The Food Zone Operator shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of GIFTCL.
- 14.19 The Operator shall be responsible for any damages loss or injury whatsoever that may be caused at any time to the property of GIFTCL or to any person or persons including any third party employee/worker while operating the food zone, all such damages, injury or loss

to life or property shall be made good and/ or as the case may be shall be paid immediately by the Operator to the satisfaction in all respects of GIFTCL.

- 14.20 The Operator shall keep GIFTCL, its Officers, its Employees harmless and indemnified from and against all losses suit, damages, cost, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923.
- 14.21 The Operator shall not encroach or occupy any space beyond the food zone space permitted to be used for constructing the Food zone. Any such encroachment shall be deemed to be breach of the Terms and Conditions of this Agreement and shall be dealt with accordingly.
- 14.22 On expiry of License period or on termination, the licensee shall hand over the vacant possession of licensed space peacefully, free from any encumbrances, to the licensor. The licensee shall be free to remove any materials may have kept in the licensed space, however, any fit-outs and semi-permanent structures installed by licensee in the licensed space will vest with the licensor.
- 14.23 The Operator shall exhibit signboard/s, nameplate/s, or advertisement/s of any other products/companies within or outside the Food Zone premises as per GIFTCL policy and with prior consent from GIFTCL.
- 14.24 The Operator shall not assign, transfer, mortgage or sublet the rights and liberties hereby granted or induct any new partner/s without the prior written consent of GIFTCL.
- 14.25 The Operator shall, at the cost of its own make arrangement for keeping necessary Fire Fighting Equipment at suitable place within the outlet.
- 14.26 The Food Zone Operator after award of the contract will act as a single operator for all the outlets as defined in the tender.
- 14.27 However, Operator is permitted to sub lease individual outlets post award of Tender but the Food Zone Operator will remain accountable in all aspects to GIFTCL for all the terms & conditions prescribed in this tender and any additions to it in future. In this case, the Food Zone Operator will submit all the information of individual operator/s as and when requested by GIFTCL.
- 14.28 In case due to any unforeseen or unavoidable circumstances if it is not possible to handover the possession of the place, GIFTCL reserves the right either to cancel the said allotment and refund the dues without interest so paid by the successful bidder or to offer equivalent or more suitable place in lieu of the place already allotted. In case the substitute site is not acceptable to the successful bidder, he / she will be liable to get back, his/her dues paid to GIFTCL in respect of the said space without interest.

- 14.29 The Operator shall provide the Identity Cards to the Food Stall staff.
- 14.30 The Food Zone will cater to everyone and not just limited to the GIFT City employees only.
- 14.31 Any promotional event/s or activities shall be conducted with prior written consent of GIFTCL only.
- 14.32 The Food zone operator to maintain the Plastic free zone.
- 14.33 Dine-in/Take-Away/Delivery is allowed from the business operations of the Food zone.
- 14.34 Pest Control:
- Pest control measures have to be adopted with schedule of pest control to be displayed.
  - All dry goods to be checked at the time of delivery, for pest infestation or damage before being placed into the storage area.
  - Open dry food to be kept in pest-proof containers with close fitting lids.
  - All stored goods to be kept off the ground and clear of walls, with adequate space between stock to enable regular inspection and cleaning.
- 14.35 **Prohibited activities at Food Zone at Gujarat International Finance Tec-city Limited at Gandhinagar:**
- Any product/Service, sale of which is unlawful/ illegal or deemed unlawful under any Act.
  - Any product, storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals, etc.
  - Sale of liquor
  - Sale of tobacco and tobacco products.
  - Defacement of the building structure or facade or boundary.
  - Use of musical instruments, loudspeakers and band etc. without requisite permissions/approvals from concerned/Competent Authority.

**15. BREACHES/SURRENDER/TERMINATION OF LEASE AND LICENSE AGREEMENT:**

Following shall be considered as Material Breach of the Lease Agreement by Lessee resulting in Lessee's Events of Default:

- 15.1 Any deviation from outlet specification as prescribed in the tender document shall be considered as a breach of contract.
- 15.2 If the Lessee has failed to perform or discharge any of its obligations in accordance with the provisions of Lease Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Leaser without any contributory factor of the Lessee.

- 15.3 If the Lessee fails to pay Lease Fee, utility charges, penalty or damage herein specified or any other due to be paid by the Lessee to the Leaser by the stipulated date.
- 15.4 If the Lessee makes any change in ownership of Lease by sale, merger or acquisition.
- 15.5 If the Lessee is in persistent non-compliant of the written instructions of officials authorized by the Leaser.
- 15.6 GIFTCL reserves the right to terminate the contract any time after the Leave and License agreement by giving One (1) month prior Notice Period in writing to the Food Zone Operator.
- 15.7 If the Lessee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- 15.8 If the Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the Leased Restaurant Space, save and except as otherwise expressly permitted under this Agreement.
- 15.9 If the reputation of GIFTCL is damaged on account of Licensee's dealings with third parties.
- 15.10 For breach of any Terms and Conditions of the License, GIFTCL reserves its right to either terminate the License, or recover compensation from the Licensee for the damage suffered on breach [up to the limit of the security deposit deposited by the Licensee].
- 15.11 The Licensee cannot terminate or Exit from the License Agreement for one (1) year (i.e., Eleven month) from the date signing of the agreement. In case of breach of this commitment by the licensee, compel advance License Fee by the licensee shall be forfeited. In such case interest free performance guarantee will be refundable after deduction of applicable dues / arrears / damages etc., subject to agreement conditions.
- 15.12 Post completion of one year of license term from the date of signing of the license agreement. The Licensee may terminate or exit the license agreement by giving advance 60 days notice during the license period, subject to fulfilling all conditions of License agreement. In such case the interest free balance license fee (for the remaining months of the license year post completion of 60 day notice period) and interest free performance security will be refundable after deduction of applicable dues / arrears / damages etc., subject to agreement conditions.
- 15.13 The Courts at Gandhinagar shall have exclusive Jurisdiction in the matter.

## **16. FRAUD AND CORRUPT PRACTICES**

- 16.1 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 LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or Agreement, GIFTCL may reject a Bid, withdraw the LOA, or terminate the 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 Food Zone Operator, 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.
- 16.2 Without prejudice to the rights of GIFTCL under Clause 16.1 hereinabove and the rights and remedies which GIFTCL may have under the LOA or the Agreement, or otherwise if a Bidder, 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 LOA or the execution of the Agreement, such Bidder 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 Food Zone Operator, 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.
- 16.3 For the purposes of this Clause 16, 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 LOA or has dealt with matters concerning the Agreement 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) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or the execution of the Agreement and till the period of 1 (one) year from the date of signing of the Agreement, as the case may be, any person in respect of any matter relating to the Food Zone or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of GIFTCL in relation to any matter concerning the Food Zone ;

**"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

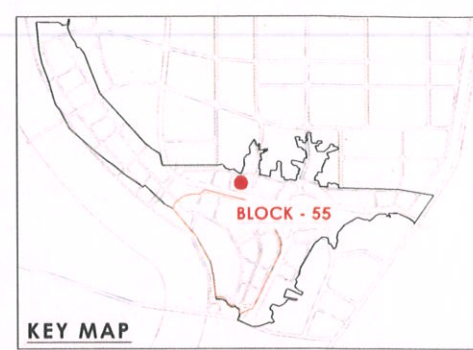
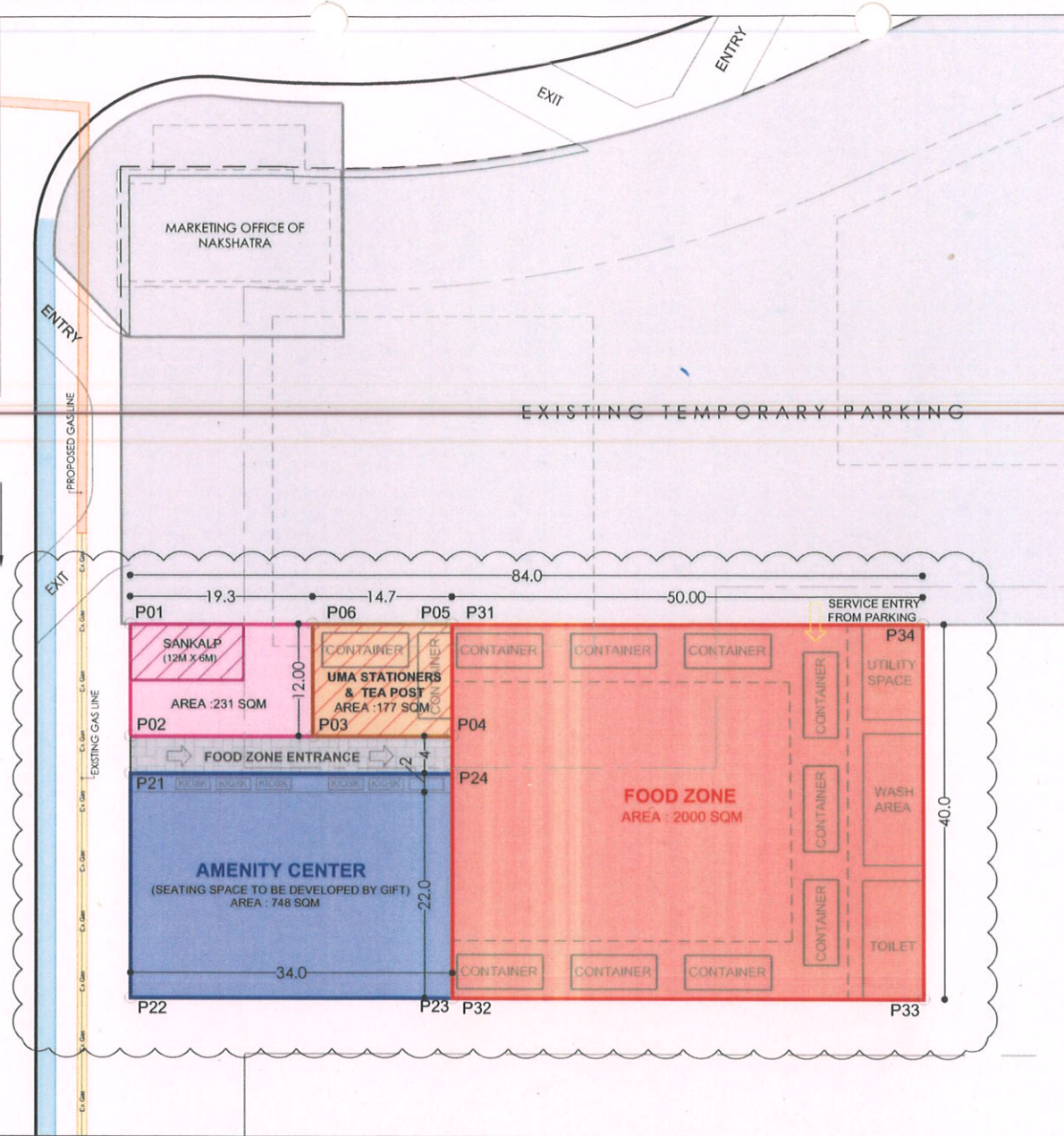
**"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



**ANNEXURE I: LOCATION MAP**

**COORDINATES**

POINTS	EASTING	NORTHING
P01	262664.361	2563680.382
P02	262661.318	2563668.774
P03	262679.957	2563663.888
P04	262694.211	2563660.151
P05	262697.254	2563671.758
P06	262683.000	2563675.495
P21	262660.304	2563664.905
P22	262654.217	2563641.690
P23	262687.111	2563633.066
P24	262693.197	2563656.282
P31	262697.254	2563671.758
P32	262687.111	2563633.066
P33	262735.476	2563620.386
P34	262745.620	2563659.079



**LEGEND**

- EXISTING GAS LINE
- PROPOSED STORM WATER LINE
- PROPOSED GAS LINE
- PROPOSED WORK ONLY FOR THIS AREA

- REFERENCE/NOTES**
- The Food Zone area 2000 SQ.M includes ancillary facilities like seating area, rest room, utility space and wash area, etc.
  - Before Commencement of any work on said land agency need to prepare & submit a detailed layout.
  - It is Prime responsibility of agency or its contractors to safe guard the existing over and below ground utilities in consultation with respective utilities Departments of GIFT City as shown in the drawing.
  - The agency need to remove temporary food zone structure within 1 month and provide encumbrance free land to facilitate the infrastructure and building development works by GIFTCL upon Prior notice.

**BLOCK : 56**

56-B  
GIFT  
TWO

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

<b>REQUESTED BY</b> BHASKAR SAGAR (DGM, B.D.DEPT.)	<b>REFERENCE</b> VIA FILE DATED : 08.06.2023
<b>GIS (MANAGER)</b>	<b>BACKWARD LINKAGE</b>

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

**GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LTD.**  
Reg. Office : EPS - Building no. 49A, Block 49, Zone 04, Gyan Marg,  
GIFT City, Gandhinagar - 382355

Revision note

Issued for

INFORMATION

**Drawing Title:-**  
SITE PLAN OF TEMPORARY SPACE FOR FOOD ZONE  
**Drawing Subtitle:-**  
TEMPORARY SPACE FOR FOOD ZONE IN BLOCK 55

**Drawing Number:-**  
GIFTCL/PAE/UP/PROPOSAL/FOODZONE/B55/01

**Date:-** 13.06.2023

**Revision** R0

**Scale:-** N.T.S



C-30

**ANNEXURE II: LIST OF FOOD ITEMS**

<b>DETAILS OF PREFERABLE CUISINE AND LIST OF FOOD ITEMS</b>		
<b>Sr.No.</b>	<b>Cuisine</b>	<b>Food Dishes</b>
1	Gujarati Restaurant	Gujarati Thali, Lunch Pack & Gujrati Snacks Thepla, Fafda, Gathiya, Dhokla, Bhajiya, Dalwada, Bread Pakoda etc.
2	Fast Food -1	Dabeli, Vadapav, Samosa, Kachori, Chaat, Panipuri, Bhel, Pav Bhaji, Pulav etc.
3	Fast Food -2	Burger, French fries, Subs, Sandwich, Pizza, Pasta, Bread, Panini etc.
4	Ice Cream Parlor	Ice Cream, & other dairy products, etc.
5	Bakery	Cake, Pastry, Puff, other bakery items, etc.
6	Chinese	Soup, Noodles, Manchurian, Momos, Fried Rice, etc.
7	North Indian Restaurant	Punjabi Unlimited Thali & Lunch Pack & A la carte for Veg/ Paneer Sabzi, Dal, Rice, Roti, Naan & etc.
8	Café & Healthy Food	Coffee, Milk Shake, Fruit Juice, Fruit Dish, Sprouts, etc.
9	Any other Veg Cuisine	Other than above Veg Dish



**ANNEXURE-III FORM OF BID**

To,

Managing Director & Group CEO,  
**Gujarat International Finance Tec-City Company Limited**  
EPS Building No. 49A, Block 49,  
Zone-IV, Gyan Marg,  
GIFT CITY, Gandhinagar – 382355

Sub: RFP for “**Allotment of Space for Development of Food Zone in Domestic Tariff Area of  
GIFT City on Leave and License Basis**”

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 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 Food zone Operator.
- 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, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial GIFTCL 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;
- (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 16.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into 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 Clause 16 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 Food Zone, without incurring any liability to the Bidders.
- 9 I/ We believe that I/we 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 certify that, 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.
- 11 I/ We further certify that no investigation by a regulatory authority is pending either against us/ or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
- 12 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.
- 13 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 abovementioned Project and the terms and implementation thereof.
- 14 I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 15 In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement with GIFTCL within the time period as specified in the LOA. We further agree that we will not seek any changes, amendments or deviation in the terms and conditions of the aforesaid Agreement and agree to abide by the same.

- 16 I/ We have studied all the Bidding Documents carefully and also surveyed the Food Zone Area. We understand that except to the extent as expressly set forth in the Agreement, 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 Food Zone.
- 17 I/ We offer an EMD/ Bid Security of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to GIFTCL in accordance with the RFP Document.
- 18 The Tender Fee for Biding/RFP Documents is attached.
- 19 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 Food Zone Operation is not awarded to me/us or our Bid is not opened or rejected.
- 20 I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the online Bid Due Date specified in the RFP.

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 Authorised 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.*

**ANNEXURE-IV VENDOR REGISTRATION FORM**

a. Constitution or legal status:(Attach copy of original document)

(Private Limited or Public Limited Company (National or International  
Company), limited liability partnership (LLP)etc.)

1. Memorandum of Association/Articles of Association
2. Company Incorporation Certificate
3. Business Commencement Certificate

b. Place of registration :

c. Principal place of business :

d. Details of the Manufacturing unit:

e. Power of Attorney of Signatory of the Bid:(Attach Copy)

f. Bidder's Legal Name **[insert Bidder's legal name]**

g. Bidder's actual or intended Country of Registration: **[insert actual or  
intended Country of Registration]**

h. Bidder's Year of Registration: **[insert Bidder's year of registration]**

i. Bidder's Correspondence Address:

Bidder's Authorized Representative Information:-

j. Name: [insert Authorized Representative's name]

k. Address: [insert Authorized Representative's Address]

l. Mobile/Telephone/Fax numbers: **[insert Authorized Representative's  
Telephone/fax numbers]**

m. Email Address: **[insert Authorized Representative's email address]**





## VENDOR & CUSTOMER CREATION/INFORMATION FORM

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**Name of Vendor/ Customer** :

**Address** :

**Line2** :

**Line3** :

**Pin code** :

**Contact Number** :

**Contact Person Name** :

**Mail ID of contact Person** :

**Permanent Account Number** :

**Tax Account Number** :

**GST Number** :

**LUT Reference Number (for SEZ)** :

**Bank Details for RTGS/NEFT**

**Beneficiary Name** :

**Bank Name** :

**Branch** :



Request for Proposal for "Allotment of Space for Development of Food Zone in Domestic  
Tariff Area of GIFT City on Leave and License Basis"

**Branch Address** :

**Bank Account Number** :

**IFSC Code** :

**BSR Code** :

**MICR Number** :

**Note: Kindly provide following along with vendor form**

- 1) Copy of cancelled cheque/Bank Mandate form mentioned Bank Account
- 2) Copy of PAN Card
- 3) Copy of GST Number Allotted

**ANNEXURE-V TECHNICAL DATA FORMAT**

<b>Item</b>	<b>Particulars of the project/Food Zone</b>
Title of the project	
Entity for which the Food Zone is being running/Served	
Location	
Date of commencement of contract	
Project Stage (Operational / Any Other)	
Date of completion of contract	
Any Other Information	

**ANNEXURE-VI FINANCIAL DATA FORMAT**

The bidder shall supply the following information in the format shown:-

<b>Financial year</b>	<b>Turnover</b>	<b>Networth</b>
2021-22/2022-23		
2020-21/2021-22		
2019-20/2020-21		

Note:

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

The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for the last 3 consecutive financial years.

**ANNEXURE-VII**

**FINANCIAL BID**

**FINANCIAL BID TO BE SUBMITTED BY THE BIDDER FOR ALLOTMENT OF SPACE FOR  
DEVELOPMENT OF FOOD ZONE**

<b>Sr No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Outlet Annum (Leave License (in Rs.)</b>	<b>per Per and Fee)</b>	<b>Total Amount of Leave and License Fee (in Rs.)</b>
<b>1</b>	<b>Allotment of space for Development of Food Zone in GIFT DTA</b>	<b>EA</b>	<b>9</b>			

**Note:**

1. The Bidder who has quoted the highest amount of leave and license fee per Unit per annum will be considered for allotment of space for Development of Food Zone in GIFT DTA area Footprint 55 (Area 2000 Sqm).
2. The Rate quoted shall be exclusive of GST.

Signature of Authorized

Signatory Name

Designation

Company

Date

Seal of the Applicant



## **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