



**GUJARAT INTERNATIONAL FINANCE
TEC-CITY COMPANY LIMITED
(GIFTCL)**



**RFP DOCUMENT FOR
“ALLOTMENT OF SPACE FOR DESIGN, DEVELOP,
OPERATE AND MAINTAIN THE GOLF ACTIVITY AT
CENTRAL PARK ON LEASE BASIS”**

MARCH 2026

RFP Reference No. GIFT/RFP/BO/2026/01



Request for Proposal for "Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"

GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY
LIMITED

RFP/ BID DOCUMENT FOR
“ALLOTMENT OF SPACE FOR DESIGN, DEVELOP, OPERATE AND
MAINTAIN THE GOLF ACTIVITY AT CENTRAL PARK ON LEASE
BASIS”

RFP Ref. No. GIFT/RFP/BO/2026/01

MARCH 2026



GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED

EPS Building No.49A, Block No.49,

Zone -04, Gyan Marg, GIFT CITY - 382050, Gujarat



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Request for Proposal for "Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"

ABSTRACT

NAME OF THE WORK	Request for Proposal for "Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"
AVAILABILITY OF BID DOCUMENTS	: 27/03/2026 to 13/04/2026 upto 12:00 Hrs.
PRE BID MEETING	: 03/04/2026 at 15:00 Hrs.
LAST DATE AND TIME FOR ONLINE SUBMISSION OF FINANCIAL BID	: 13/04/2026 at 15:00 Hrs.
LAST DATE AND TIME FOR PHYSICAL SUBMISSION OF DOCUMENTS (i.e. TENDER FEE & BID SECURITY, TECHNICAL BIDS) (HARD COPIES)	: 14/04/2026 at 15:00 Hrs.
OPENING OF TECHNICAL BIDS	: 14/04/2026 at 15:30 Hrs.
PRESENTATION OF BIDDERS	Will be informed later on
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, Gujarat, PIN-382050
AMOUNT OF TENDER FEE	Rs.10,000/- (Rupees Ten Thousand Only) payable in the form of Demand Draft / Banker's cheque / Pay Order from any Nationalized / Scheduled Bank drawn in favour of " Gujarat International Finance Tec-City Company Limited ", payable at Ahmedabad.
BID VALIDITY	180 days from last date of physical submission of Bid
BID SECURITY DEPOSIT	Rs.4,00,000/- (Rupees Four Lakh Only) payable in the form of Demand Draft / Banker's cheque / Pay Order from any Nationalized / Scheduled Bank drawn in favour of " Gujarat International Finance Tec-City Company Limited ", 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, Gujarat- 382050 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 Space for Design, Develop and Operate the Golf Activity at Central Park on Lease 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.

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.



Request for Proposal for "Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"

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/Lessor/Client"** 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 GIFT URBAN DEVELOPMENT AUTHORITY (GIFT UDA) 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 Golf Activity including any addendum/ amendments thereof made from time to time.
- e. **"Third Party"** means any person or entity other than the Client and the Lessee.
- f. **"Party" and "parties"** means the Client and the Lessee and "third party" means any other person or entity as the context requires.
- g. **"Golf Activity"** means the space allotted at Central Park to Design, Develop and Operate the Golf Activity on lease basis.
- h. **"Lessee/Golf Activity operator"** means a person or entity (legal or natural) who has been issued Letter of Appointment (LOA) by GIFTCL and who has entered into the Lease Agreement with GIFTCL to design, develop and operate the Golf Activity as per the terms of the RFP Document.
- i. **"Lease Agreement"** means the Agreement to be executed by the Client/GIFTCL agreeing to allot land to the Lessee, on lease basis, for setting up a Golf Activity, together with all the Appendices, Annexure and schedules mentioned and enclosed thereto, for the Lease Period as defined in the RFP document on the Leasing Fee as quoted by the Lessee.
- j. **"Business Day"** means a Day, other than Saturday and Sunday, on which banks in Gandhinagar are open for normal banking business.
- k. **"Bidder"** means a company, or organization (as a Single or in Joint Venture) that submits a proposal (bid) in response to a tender invitation, proposing to project under specified terms and conditions.
- l. **"Commencement Date"** means the date specified in the Lease Agreement issued by the Client/Client's Representative to the Lessee.
- m. **"Lease Period"** means the duration and tenure defined in the RFP document for the development and operation of the Golf Activity.
- n. **"Leasing Fee"** means the amount quoted by the Lessee.
- o. **"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 Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"** (RFP Ref. No. GIFT/RFP/COMM/2026/01) from the Bidders with requisite technical and financial qualification, who are capable to design, develop, operate and maintain the Golf Activity in GIFT City.

RFP document may be downloaded online from GIFTCL website at <https://gifttender.nprocure.com> 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.

Bidders must submit Financial Bid in electronic format only on <https://tender.nprocure.com> website on or before the last date & time for online submission. Offers in physical form shall not be accepted in any case.

The Bidder should submit the Technical Bid including Tender Fee, Bid Security, Bid & related documents etc. 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 technical bids, as mentioned in the Abstract of the RFP 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.

The interested bidders, who wish to participate in E-tendering, will have to be registered on <https://tender.nprocure.com> and will have a valid Digital Certificate as per Information Technology Act, 2000, using which they can sign, 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 any problem regarding downloading, viewing or online submission of bid/ tender, the bidders can contact M/s. (n) Code Solution on following addressed, 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. Infor Tower, Bodakdev, S.G. Road, Ahmedabad, Gujarat – 380 054 (India),

Phone No.079-40007501, 40007512, 40007516, 40007517,

Fax 079-26857321 toll free No.: 1-800-419-4632

Email: nprocure@ncode.in

GENERAL INSTRUCTIONS

(a)The Tender Fee will not be refunded under any circumstances.



Request for Proposal for "Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"

- (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 online 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:

Sr. Vice President (P&C)
Gujarat International Finance Tec-City Company Limited
EPS Building No.49A, Block 49,
Zone-IV, Gyan Marg, GIFT City – 382050, Gujarat
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"). GIFT City is India's first operational smart city and IFSC located between Ahmedabad - Gandhinagar region. It is home to top global financial and technology companies.
- 1.2 GIFT City caters to the domestic & international financial sector along with residential, institutional facilities and allied activities. GIFT City is being developed with a built-up area potential of up to 62 (sixty two) million sq. ft. comprising of commercial space of 67%, residential space of 22% and social space of 11%.
- 1.3 GIFT City has allotted total Built Up area of around 29.45 mn sqft. The total 25 nos of buildings are operational in GIFT City, 38 nos of buildings are under construction stage and 8 nos of buildings are under planning stage.
- 1.4 The total employees working in GIFT city at present are around 28,000 and by 2030 it is expected to reach around 1,00,000 employee mark. The total residential population of GIFT City is expected to reach around 25,000 by 2030.
- 1.5 GIFT City is offering its world class infrastructure with integrated sustainable development helps in creating quality of life and conducive business ecosystem.
- 1.6 The primary objective of developing permanent Golf Activity in the GIFT City is to promote health, wellness, and community engagement among residents, professionals, and visitors in GIFT City by organizing regular and inclusive sports activities that foster physical fitness, social interaction, work-life balance, and a vibrant urban lifestyle. The selected bidder will be responsible for the design, develop, operate and maintain the Golf Activity at Central Park.
- 1.7 GIFTCL is seeking proposals from qualified bidder to design, develop, operate and maintain the world class **Golf Activity like TopGolf, iGolf** ensuring high standards, customer experience, and sustainability in GIFT City.
- 1.8 GIFTCL has decided to carry out a transparent and competitive process for selection of the bidder for development of Golf Activity.
- 1.9 The bidder will be required to submit the proposal to design, develop and operate the Golf Activity in **total allocated area of 59,675 Sq.ft.** as earmarked in Green colour boundary in the drawing (enclosed as **Annexure-I**). The Land Area earmarked is tentative, however, if,

the Selected Bidder required more area as per detailed design, the same will be allotted on same terms and condition with the approval of the Competent Authority.

1.10 The Golf Activity Area should minimum offer the following:

- a. Hitting Bays (Minimum Ground + 1 Floor)- Radar-based ball tracking technology from swing to finish, Leaderboards for Score, Multiplayer Games
- b. Booking Kiosk, Toilets
- c. Foods & Beverages (F&B) facility from the National/International reputed brands only for the guests playing Golf
- d. Golf Lessons and Classes

1.11 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 Lessee set forth in the Lease Agreement or GIFTCL's rights to amend, alter, change, supplement or clarify the scope of Lessee, the space of Golf Activity 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.

1.12 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 The Bidder shall be responsible to design, develop, operate and maintain the Golf Activity as per design approved by GIFTCL.
- 2.2 Ensure compliance with GIFT City's urban design guidelines, standards, and regulatory norms.
- 2.3 All installations must be design aesthetics, safety, and durability, reflecting the premium positioning of GIFT City.
- 2.4 Ensure installation is completed using safe and standard construction/erection practices.
- 2.5 Compliance with safety standards, wind load resistance, and engineering codes and to obtain the structural stability certificate.

- 2.6 The Lessee shall obtain all necessary clearances and approvals from relevant authorities for installation and operation and Comply with all applicable laws, environmental norms, and sporting regulations.
- 2.7 The Lessee shall be responsible for making the facility fit for the intended purpose while performing all of its obligations covered under the Lease Agreement.
- 2.8 It will be the responsibility of the Lessee to maintain the Golf Activity and its surroundings and keep it neat, clean and in hygienic condition on a daily basis at the Lessee's own cost.
- 2.9 Operating Hours of the Golf Activity will be in-line with the Guidelines issued by the Government.
- 2.10 **Lease agreement will be executed for the Lease Period of 15 Years, extendable by additional 05 (Five) years subject to performance and mutual agreement.** However, the same may be extended for a further period based on satisfactory performance of the Lessee.
- 2.11 **The timeline for completion of Golf Activity will be 05 (Five) Months from the date of Signing of Lease Agreement.**
- 2.12 The Leasing Fee for the development of the Golf Activity shall be payable annually in advance, within the first five (5) days of each year as per the English calendar, at the commencement of every year during the Lease Period. The Leasing Fee shall be increased by ten percent (10%) every three (3) years.
- 2.13 Rates of the Golf Activity should be reasonable and fair. The facility available in Golf driving range shall be made available at concessional rate to the people working in establishment registered and residing in GIFT City. This concessional rate shall be decided mutually by GIFTCL and Golf Activity Operator.
- 2.14 Transfer of operating/developing rights of Golf Activity and its leased area is not permitted.
- 2.15 The Lessee shall place benches/furniture/sitting arrangements for the customers/visitors of the Golf Activity only within the space allocated. Any sitting arrangements outside the allotted area will be considered as a breach of the contract clause.
- 2.16 The Lessee will be responsible to take Electrical, Water, Sewage, Solid Waste connection and the necessary charges pertaining to Connection and Usage shall be borne by the Lessee.

3. **LESSOR'S SCOPE**

- 3.1 Providing dedicated area and guideline.

- 3.2 Providing water, Sewage and electricity connections. However, the respective connection and consumption charges shall be borne by the bidder.
- 3.3 Providing parking space for visitors. Operation and maintenance of the allotted parking space shall be the responsibility of the bidder. Any applicable charges are to be borne by the Selected bidder.

4. BRIEF DESCRIPTION OF BIDDING PROCESS:

- 4.1 GIFTCL has adopted a One stage Two envelope Bidding Process (collectively referred to as the "Bidding Process") for selection of the Selected Bidder for design, develop, operate and maintain the Golf Activity.
- 4.2 GIFTCL may award the Golf Activity, 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 online submission of Bid.
- 4.4 A Bidder shall submit, along with its Bid, an Earnest Money Deposit (EMD)/Bid Security amounting to **Rs.4,00,000/- (Rupees Four Lakh 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 Rank 1 & Rank 2 bidder. The bid security of Rank 1 & Rank 2 bidder will be released upon signing of Lease Agreement with Rank 1 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 Lease Agreement, 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 provide the first year's Leasing within 30 days from the issuance of Letter of Allotment (LOA).
 - iii. to sign the Lease Agreement within 30 days from the date of issuance of LOA.
 - e. In case the Selected Bidder, having signed the Lease Agreement commits any breach thereof Evaluation of Bids.
- 4.5 This RFP document may be downloaded online from website at <https://tender.nprocure.com>. A non-refundable Tender Fee of **Rs.10,000/- (Rupees Ten 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 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 Bidder shall submit the financial bid online on <https://tender.nprocure.com> . The Financial Bid submitted by the pre-qualified Bidders will be evaluated. The Financial Bid shall be submitted by the Bidder on or before the online 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 Golf Activity 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 Design, Develop and Operate the Golf Activity at Central Park on Lease Basis".**

5. ELIGIBILITY CRITERIA:

The Bidder should meet the following minimum requirements:

- 5.1 The Bidder must be a well-established Agency having experience in developing and managing the Sporting Facility for minimum Five (05) 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 is allowed to form the consortium/Joint venture from the sporting industry partner only. The maximum no. of partner allowed in consortium/Joint venture is 02 (two). All, the JV partner should jointly satisfy the Technical and Financial eligibility criteria. The Lead Partner should always maintain a higher stake (at least 51%) from other partner in the consortium/joint venture throughout the agreement tenure.
- 5.4 For the purposes of this RFP, the Technical and Financial eligibility criteria of a subsidiary/associate entity wherein the Bidder has and holds share capital/equity of more than 51% (in case of subsidiary) 26% (in case of associate) and such subsidiary/associate entity having experience of managing multi sporting activities, will be considered for evaluation.

5.5 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.

5.6 The bidder should fulfill the following minimum eligibility criteria on pass/fail basis:

a. Financial Eligibility Criteria:

- i. The bidder should have achieved average annual financial turnover in preceding 3 financial Years ending on March 2025 at least Rs.30 Cr.
- ii. Net worth should be positive at the end of financial year March 2025 as per the audited financial statements.

Note:

- i. 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.
- ii. In case of JV, the Financial Eligibility Criteria shall be evaluated jointly, who owns minimum 26% stake in JV.

b. Technical Eligibility Criteria:

The bidder should have Minimum 5 years of experience in multi sporting activities management and must have managed or developed at least 2 project of multi sporting activity in last 5 Years (up to date of bid notification).

Note:

- a. GIFTCL may visit the sporting facility submitted by the bidder at the time of submitting bid for verification, as and when required.
- b. In case of JV, the Technical Eligibility Criteria shall be evaluated jointly, who owns minimum 26% stake in JV.
- c. The bidder to submit the following documents in respect of the Technical Eligibility Criteria:
- d. Affidavit for no cases pending in any court of law against the applicant/entity

c. Quality and Cost based Selection:

The overall selection of the Bidder shall be based on Quality-cum-Cost-Based Selection (QCBS)- 60 (Technical) : 40 (Financial).

The bidder qualified in above Financial and Technical eligibility criteria only shall be called for presentation under QCBS selection.

The financial proposal of the bidder scored minimum 60 Marks in the QCBS selection shall only be opened.

The Technical marks shall be as follows:

Particular	Marks
Experience in executing sporting activities Years of experience in executing and managing the Sporting Activities • Years of experience less than upto 3 years – 5 marks • Years of experience more than 3 years and upto 5 years – 10 marks • Years of experience more than 5 years and upto 10 years – 15 marks • Year of experience More than 10 years – 20 marks	20
Approach & Methodology Understanding of GIFT City's needs Innovative approach Development plan Maintenance strategy	30
Design Proposal & Concepts Conceptual designs Aesthetic integration Proposed Activities	50
TOTAL	100

- 5.7 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:

- made a complete and careful examination of the RFP;
- 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 (Rank 2 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 Lease 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 Golf Activity operator either by issue of the LOA or executing the Lease Agreement, and if the Bidder has already been issued the LOA or executed the Lease 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 Lease 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

Bidders will have to submit the Bid security and tender fee in a separate sealed envelope (Envelope-1: Tender Fee & Bid Security) and other documents of technical Bid in another sealed envelope (Envelope-2: Technical Bid). Each cover must be clearly be marked with the contents i.e. "Technical Bid" and "Tender Fee & Bid Security.

The Two sealed envelopes (Envelope No. 1 (Bid Security & Tender Fee), Envelope No.2 (Technical Bid), shall be put together in one common cover which will be sealed.

The name of the project and Bid Reference number shall be written in BOLD letters on the outermost envelope for Bid Submission.

- 8.5 If envelopes are not sealed and not marked as above, the Client will assume no responsibility for the misplacement or premature opening of the bid. In that case, this will be recorded at the time of opening of bids and liable for rejection.



- 8.6 The Financial Bid submitted by the pre-qualified Bidders will be evaluated. The Bidders have to submit Financial Bid in electronic format only on <https://tender.nprocure.com> website, on or before the last date & time for online submission. Financial Bid in physical form shall not be accepted in any case.
- 8.7 The bidder shall quote Financial Proposal on per sq.ft basis excluding GST. The Applicable GST shall be charges as applicable.
- 8.8 The Bidders shall be fully responsible to ensure that their Financial Bids are submitted online on or before the stipulated date & time and Technical Bids are received by GIFTCL on or before the date, time and place stipulated in Abstract of this RFP document. Any bid delivered to 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 Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"

shall be addressed to:

Sr. Vice President (P&C)

Gujarat International Finance Tec-City Company Limited

GIFT House, Block 12, Road 1D,

Zone -I, GIFT SEZ, GIFT CITY, – 382050, Gujarat.

- 8.9 The proposal submitted by fax or e-mail shall not be entertained and shall be 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 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 his user ID and password and click on "Mark my attendance button" to view tender result.
- 11.2 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.
- 11.3 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.
- 11.4 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.



- 11.5 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.
- 11.6 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 (qualified in Technical and Financial eligibility criteria and obtained the marks in QCBS presentation, shall be shortlisted. The Financial Proposals of the substantially responsive and technically and financially 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 Lease Rent for allotment of space for Golf Activity is Rs.25/- per sqft per year**, the bidder may quote the price equivalent to or higher of the reserved price as stated above.

13.2 The Financial Bid of only qualified bidders in Technical and Financial eligibility criteria and obtained the minimum marks in QCBS selection (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.

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

13.4 The Financial bid will be opened irrespective of the presence of the Bidder.

13.5 The overall selection of the Bidder shall be based on Quality-cum-Cost-Based Selection (QCBS), the following formula shall be used for the evaluation of the proposals. The combined scores shall be calculated as: $S = (0.6) * T$ (marks obtained under clause 5.6 (c)) + $(0.4) * (F/F_h * 100)$.

Where-

S = Combined score of bidder under consideration (calculated up to two decimal points)

T = Technical score for the bidder under consideration

F = Financial Bid Value for the bidder under consideration

F_h = Highest Financial Bid Value among the financial proposals under consideration

13.6 The rate indicated in the Financial bid shall be deemed as final.

13.7 The bidder who has achieved the highest combined score (QCBS selection) shall be considered for allotment of space for Golf Activity at Central Park (**"Selected Bidder"**). However, GIFTCL at its sole discretion reserves the right to finalize the allotment.

13.8 On basis of selection made as per Clause 13.7, 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.

13.9 The Selected Bidder shall furnish within 30 days from the date of issuance of LOA, equivalent to 1st year leasing fee in the form of Demand Draft/Pay Order/Bankers Cheque payable to "Gujarat International Finance Tec-City Company Limited" payable at Ahmedabad or in the form approved by GIFTCL.

13.10 After acknowledgement of the LOA as aforesaid by the Selected Bidder and payment of Leasing Fee of 1st year, it shall execute the Lease Agreement within 30 days from the date of issuance of LOA. The Selected Bidder acknowledges to have agreed to the terms and conditions of the Lease Agreement and shall not be entitled to ask for any changes, amendments or deviation in the said Lease Agreement. The Selected Bidder shall bear the applicable stamp duty and registration charges for registration of the Lease Agreement.

If, the Bidder, fails to sign the Lease Agreement within 30 days from the date of issuance of LOA or within the extended period as approved by GIFTCL, as the case may be, GIFTCL may impose the penalty @1% per week of yearly lease rent or may terminate the contract.

14. TERMS AND CONDITIONS:

14.1 The Golf Activity operator shall pay Leasing Fee per year in advance within 30 days from the start of the year. In case of delay in payment, interest will be charged. The interest will be benchmarked with the SBI MCLR 1 year (presently – 9.00%). The applicable interest shall be SBI MCLR 1 year + 300 basis points (per annum), with the SBI MCLR 1 year to be taken as on the beginning of every financial year, i.e., April 1.

14.2 Services with payment through electronic cash register preferably will be permitted.

14.3 On the expiry of the period of the lease or on its termination, as the case may be, the Lessee shall deliver vacant possession of the premises intact, to the Lessor at 17.00 hrs. on the last day of the Lease Period.

14.4 Lessee is required to make time-bound payments of all dues towards Electricity Commissioning & Consumption Charges, Water Supply and Sewage Commissioning & Consumption Charges and applicable taxes, as per the GIFTCL utility charges norms.

- 14.5 Lessee is required to pay City Level Maintenance (CLM) and Common Area Maintenance (CAM) charges as per GIFTCL policy.
- 14.6 The utility charges inter-alia including Electricity Charges, Water and Sewage Charges, Caretaking Service Charges, Solid Waste Collection Charges etc. subject to revision without any notice retrospectively and the Lessee shall be liable to pay the corresponding charges as demanded by the Licensor.
- 14.7 Stamp duty and registration related processes and charges are to be borne by successful bidder.
- 14.8 The Lessee shall follow the Guidelines of GIFT UDA while developing the Golf Activity.
- 14.9 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.
- 14.10 All the necessary approvals to run the Golf Activity shall be taken by the Lessee/Golf Activity operator.
- 14.11 In case the Lessee causes any physical damage to the property of the Lessor or fails to make payments of the amount due, the Lessor shall have discretionary rights to execute the repair of damages and recover the amount from the Lessee or adjust the equivalent amount from the submitted Security Deposit.
- 14.12 Promotional activities such as free gifts, food coupons etc., within the premises, can be undertaken by Lessee.
- 14.13 Eco-friendly/bio-degradable packaging material should be used for supply of food items in normal course of business by the Lessee. In case of unavoidable circumstances, only food grade recyclable plastic may be used. The Lessee will do garbage collection and disposal in a satisfactory manner.
- 14.14 The operator of the Golf Activity shall not permit any vehicle to park in front of the premises 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 Golf Activity.
- 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 Golf Activity on Lease basis shall be terminated and the Lease amount paid by the Successful Bidder shall be forfeited as well as action of blacklisting shall be initiated the successful bidder.

- 14.16 The Golf Activity 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 Golf Activity on Lease basis or any nuisance caused directly or indirectly by the employees so appointed.
- 14.17 The 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.
- 14.18 The Golf Activity 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 Employee's Compensation Act, 1923.
- 14.19 The Golf Activity operator shall not encroach or occupy any space beyond the activity space permitted to be used for the operations of the Golf Activity. Any such encroachment shall be deemed to be breach of the Terms and Conditions of the Lease Agreement and shall be dealt with accordingly.
- 14.20 On expiry of Lease period or on termination, the Lessee shall hand over the vacant possession of leased space peacefully, free from any encumbrances, to the Lessor. The Lessee shall be free to remove any equipment and materials kept in the leased space, however, any fit-outs and semi-permanent structures installed by Lessee in the leased space will vest with the Lessor.
- 14.21 The Golf Activity 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.
- 14.22 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.

14.23 Security and Designated Parking management is the responsibility of the bidder, and in case noncompliance penalty will be levied as per GIFT norms.

15. BREACHES/SURRENDER/TERMINATION OF LEASE AGREEMENT:

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

15.1 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 Lessor without any contributory factor of the Lessee.

15.2 If the Lessee fails to pay Leasing Fee, utility charges, penalty or damage herein specified or any other due to be paid by the Lessee to the Lessor by the stipulated date.

15.3 The qualified bidder (Lessee) shall continue to hold minimum 51% stake/equity at all times during the tenure of the Lease Agreement.

However, if the qualified bidder (Lessee) makes any change in above shareholding/ownership of the Lessee by virtue of sale of shareholding, merger or acquisition, which according to the Lessor, may have material impact on the performance of obligations of the Lessee under the Lease Agreement, the Lessor will be entitled to terminate the Lease Agreement.

15.4 GIFTCL reserves the right to terminate the Lease Agreement by giving Three (03) months prior Notice Period in writing to the Lessee.

If GIFTCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, GIFTCL shall issue a Notice to the Golf Activity Operator conveying the reason for termination and permit the Golf Activity Operator to be heard, before terminating this Agreement.

15.5 If the Lessee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law, supply /sale of contraband goods or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to the Lease Agreement.

15.6 For breach of any Terms and Conditions of the Lease Agreement, GIFTCL reserves its right to either terminate the Lease, or recover compensation from the Lessee for the damage suffered on breach [up to the limit of the lease amount deposited by the Lessee].

- 15.7 The Lessee cannot terminate or Exit from the Lease Agreement for one (1) year from the date of signing of the Lease Agreement. In case of breach of this commitment by the Lessee, compel advance Leasing Fee by the Lessee shall be forfeited. In such case interest free performance guarantee will be refundable after deduction of applicable dues / arrears / damages etc., subject to Lease Agreement conditions.
- 15.8 Post completion of one year of Lease term from the date of signing of the Lease Agreement, the Lessee may terminate or exit the Lease Agreement by giving advance 60 days' notice during the lease period, subject to fulfilling all conditions of Lease agreement. In such case the interest free balance Leasing Fee (for the remaining months of the Lease year post completion of 60 days' notice period) and interest free performance security will be refundable after deduction of applicable dues / arrears / damages etc., subject to Lease Agreement conditions.

15.9 Dispute Resolution:

- a. Any difference or dispute or any breach of contract by either party shall first be resolved amicably through mutual discussion and negotiation between the Officer in Charge of GIFTCL and the Authorized representative of the Lessee.
- b. If the dispute cannot be resolved between the parties with mutual discussion as per clause a, above within 30 days, the CEO or MD (or their authorized representative) of the Parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.
- c. In case of dispute is not resolved amicably by them within 30 (days) or in case of failure of amicable settlement, then the matter will be referred for Arbitration to a sole Arbitrator in accordance with the provision of the Arbitration and Conciliation Act, 1996 and any amendment thereof.
- d. The Award made by the sole arbitrator shall be final and binding on the Parties. The place of the arbitration shall be at Gandhinagar, Gujarat and language of arbitration shall be in English.
- e. The Courts at Gandhinagar shall have exclusive Jurisdiction to deal with the matters arising out of the arbitration.

16. SPECIAL PURPOSE VEHICLE

Post award of the work, a Special Purpose Vehicle (SPV) can be incorporated with minimum stake of 51% or more of preferred bidder and the remaining stake can be with other entities who are technically and financially sound upon written approval of GIFTCL.



The Lead Member (preferred bidder) of the SPV shall maintain not less than fifty-one percent (51%) equity shareholding (both subscribed and paid-up equity capital) in the SPV at all time until contract duration.

No dilution of the Lead Member's (Preferred Bidders) shareholding below 51% shall be permitted during the contract period without prior written approval from GIFTCL.

Any change in the shareholding pattern of the SPV shall require the prior written approval of GIFTCL.

The SPV shall submit, on a quarterly basis, a certified statement of its shareholding pattern confirming compliance with the above shareholding requirements.

17. FRAUD AND CORRUPT PRACTICES

- 17.1 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 Lease Agreement, 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 Golf Activity 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 Lease Agreement, or otherwise.
- 17.2 Without prejudice to the rights of GIFTCL under Clause 17.1 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 Golf Activity 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.
- 17.3 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 and 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 Golf Activity 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 Golf Activity ;

“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;

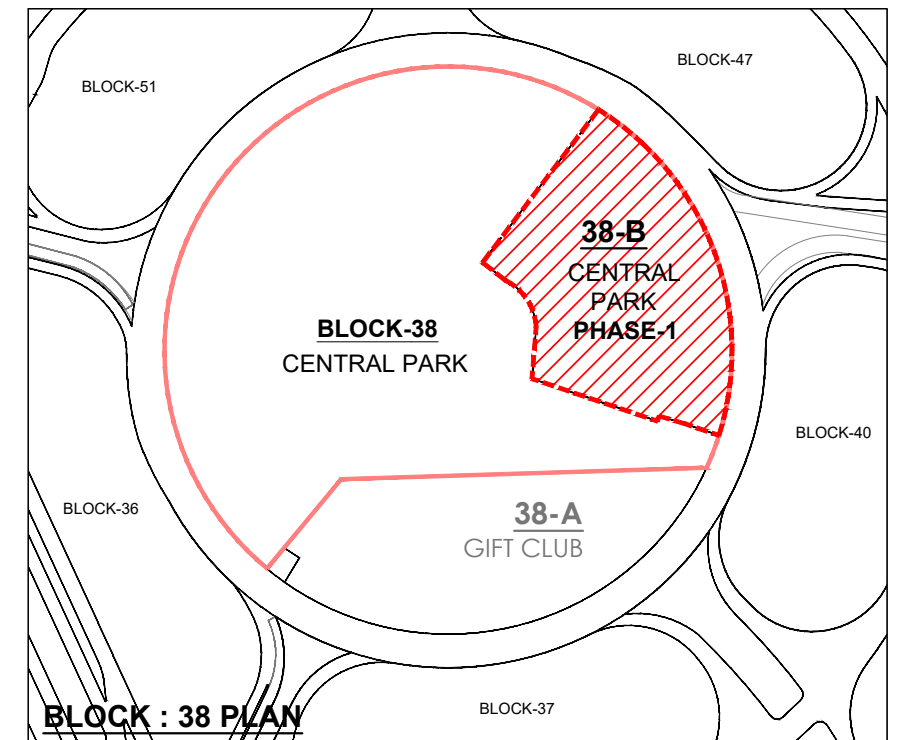
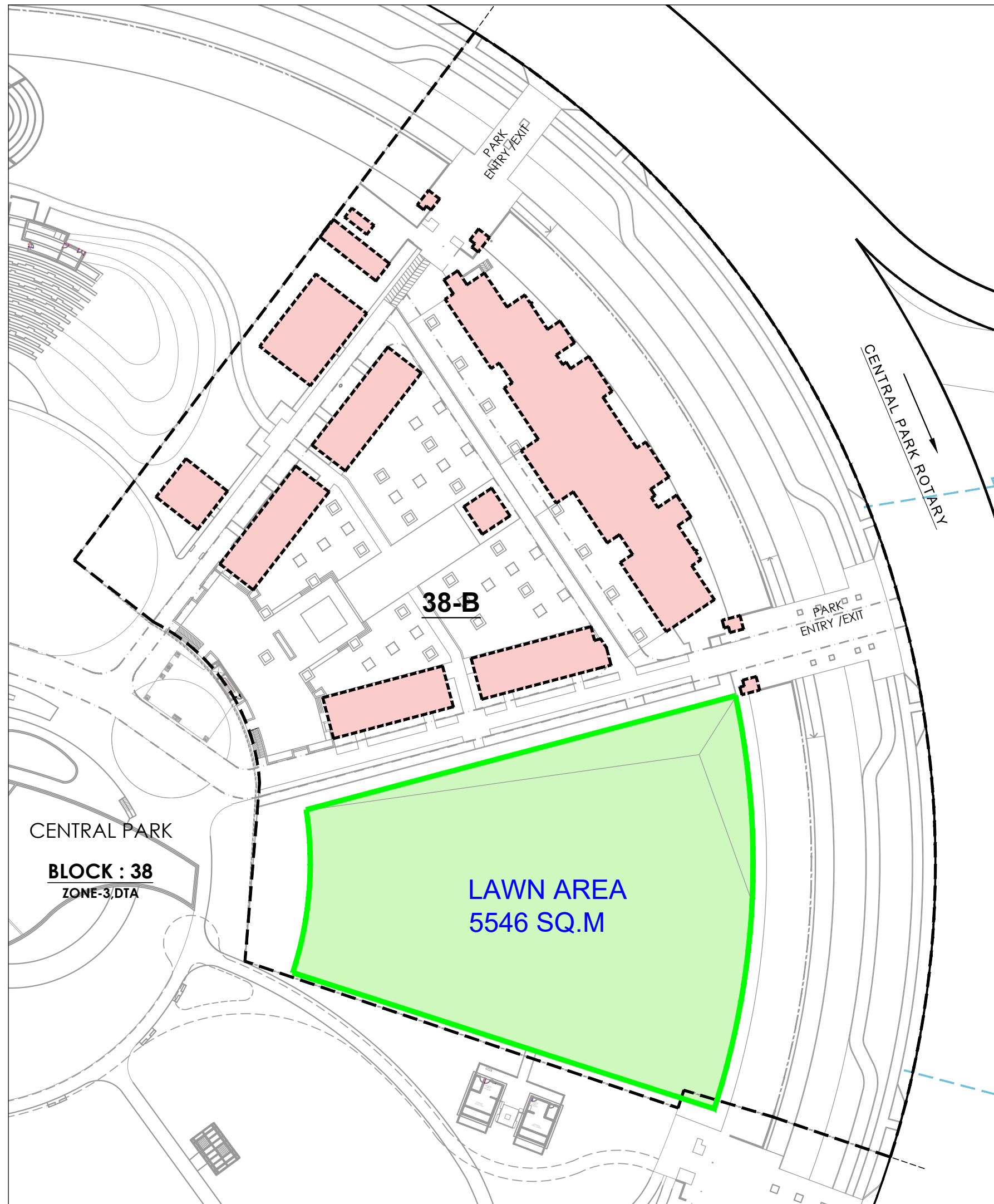
“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by GIFTCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“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.



Request for Proposal for "Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis"

ANNEXURE I: LOCATION MAP





ANNEXURE-II 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, – 382050, Gujarat

Sub: RFP for “**Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease 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 Golf Activity 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 Bidding/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 Golf Activity, 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 Area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no



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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 Golf Activity.

- 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 Bidding/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 Golf 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-III 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

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 :



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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



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ANNEXURE-IV TECHNICAL DATA FORMAT

Sr. No.	Name of Contract	Location of Contract	Employer's Name and Address with Phone No.	Date of Award	Scope of Work	Value of Contract (Rs. In Lakhs)	Project Completion Date
1							
2							
3							
4							



ANNEXURE-V FINANCIAL DATA FORMAT

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

Financial year	Turnover	Networth
2024-25		
2023-24		
2022-23		

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.

In case of JV, all the JV partner to submit the details in this format individually.



ANNEXURE-VI

FINANCIAL BID

FINANCIAL BID TO BE SUBMITTED BY THE BIDDER FOR ALLOTMENT OF SPACE FOR DESIGN, DEVELOP, OPERATE AND MAINTAIN THE GOLF ACTIVITY AT CENTRAL PARK ON LEASE BASIS

Sr No.	Description	Unit	Quantity (Allocated Area)
1	Allotment of Space for Design, Develop, Operate and Maintain the Golf Activity at Central Park on Lease Basis	Sq. ft.	59,675

Note:

1. The Rate quoted on <https://tender.nprocure.com> shall be exclusive of GST.



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ANNEXURE-VII

DATA TO BE SUBMITTED BY BIDDER

Proposal for Golf Activity proposed by Bidder



Gujarat International Finance Tec-City Company LIMITED

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