

REQUEST FOR PROPOSAL

(Reference No.:RFP/September/2024/2)

FOR

**MIXED USE COMMERCIAL DEVELOPMENT
[EGN-01]**

[Plot behind Lemon Tree Hotel East side of Sabarmati River]

September -2024

**Sabarmati Riverfront Development Corporation Limited
(SRFDCL)**

2nd Floor, “Riverfront House”, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad – 380009

Tel: +91-79-26580430 | | **Email:** office@srfdcl.com

Website: www.sabarmatiriverfront.com

KEY INFORMATION SUMMARY

RFP Availability	:	From 12:00 am on 13.09.2024 upto 4:00 pm on 15.10.2024
Last Date for Receiving Queries	:	Up to 4:00 pm on 20.09.2024 at office@srfdcl.com only. Hard copy of queries shall not be accepted. Queries received after due date and time shall not be entertained
Pre-Bid Meeting	:	To be held on 30.09.2024 at 11:00 am at the Office of SRFDCL
Date of Response to Queries	:	By 05.10.2024 will be uploaded on the websites: <ul style="list-style-type: none"> • www.sabarmatiriverfront.com • www.ahmedabadcity.gov.in
Last Date for Submission of Bids/ Proposal	:	15.10.2024 up to 4:00 pm
Opening of Qualification Bid/ Technical Proposal	:	On 16.10.2024 at 11:00 am
Opening of Financial Proposal	:	Shall be intimated to technically qualified bidders through email.
RFP Document Fee	:	Rs.25,000/- (Rupees Twenty Five Thousands only) on non-refundable basis as Demand Draft drawn in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Scheduled/ Nationalized Bank.
EMD / Bid Security	:	The amount for Bid Security shall be Rs.8,62,17,370/- (Rupees Eight Crore Sixty Two Lakh Seventeen Thousand Three Hundred Seventy) (i.e. 10% of the total amount of development rights payable for the Maximum Permissible Built-up Area) in the form of Demand Draft/ Bank Guarantee in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/ Scheduled Bank. The currency of the instrument shall be Indian Rupees only. In case of the Bank Guarantee, it should be in form as prescribed in Appendix-13 (Format for Bid Security) hereto.
Bid Validity	:	180 (one hundred eighty) days from Last Date for

		Submission of Bids/ Proposal
E-auction Portal	:	https://www.nprocure.com
Base Price for Development Rights	:	Rs.20,833/-(Rupees Twenty Thousand Eight Hundred Thirty Three only) per square metres of Built-up Area (BUA). GST shall be borne by AMC/ SRFDCL.
Successful Bidder	:	The bidder having quoted highest bid price in rupees per square metre of BUA for Development Rights (exclusive of applicable taxes and GST)
Footprint Area for Lease	:	Value Zone – 6[EGN-01] Footprint area behind Lemon Tree Hotel on the east side of River Sabarmati admeasuring 3045 (Three Thousand Forty Five) square metres (approximate) forming part of the land situate lying and being at Village - Mouje: Dariyapur - Kazipur, Revenue Survey No. 489/P, Taluka: Ahmedabad and District: Ahmedabad.
Annual Lease Rent	:	Rs.10/- (Rupees Ten Only) per square metres of Footprintarea for lease plus applicable GST (Goods and Services Tax).
Maximum Permissible Built-up Area	:	The successful bidder shall be permitted to develop the project on the specified Footprint having development of maximum 41,385 (Forty One Thousand Three Hundred Eighty Five)square metres of built-up-area upto maximum height of 67.25metres in accordance with the SRFD GDCR, master plan and the approved development plan.
Total Amount Payable for Development Rights	:	The successful bidder shall be liable to pay amount equivalent to Maximum Permissible Built-up Area (i.e. 41,385sq. mtrs.) for Development Rights plus any applicable taxes (except GST) and any other statutory charges. The successful bidder is liable to pay the said amount even if less built-up area is planned to be utilized for the development of project by the bidder. For ease of calculation: Total Amount Payable = 41,385sq. mtrs. of BUA X (multiply)highest bid price plus any applicable taxes (except GST) and any other statutory charges
Project Completion Timeline	:	The selected bidder/ Allottee shall have to complete the construction within a period of 4 (four) years from the date of LOA.

Penal Interest on Delayed Payment	:	A Penal Interest (simple interest) calculated at 2 (two) times the RBI Bank Rate per annum, as prevailing from time to time, shall be applicable on the outstanding payable amount beyond the timeline decided with the Allottee and shall be charged to the Allottee by SRFDCL upto the delayed period
Penalty on delay in commencement of construction beyond 12 months from date of LOA	:	2% of the total consideration amount of the Development Rights per month with a maximum upto 10% apart from any other necessary action by SRFDCL/ AMC.
Penal Charges on delay in completion of development of project	:	10% of the total consideration amount of the Development Rights with a maximum upto 25% apart from any other necessary action by AMC including forfeiture of Allotment, Development Rights and payments made so far.

Note:

1. The bidder is required to quote the bid/ Financial Proposal through online mode only.
2. Timelines, notifications, updates and other details for the bid process are available on the website of www.sabarmatiriverfront.com, www.ahmedabadcity.gov.in and www.nprocure.com
3. While preparing the bid/ proposal, the bidder shall take into consideration the entire RFP Document including all sections and annexures forming part of the RFP Document and Addendum/ Corrigendum, if any.

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ACRONYMS

<u>Acronym</u>	<u>Definition</u>
• AAI	Airport Authority of India
• AMC	Ahmedabad Municipal Corporation
• DD	Demand Draft
• DSC	Digital Signature Certificate
• EMD	Earnest Money Deposit
• EMF	Employee Provident Fund
• ESI	Employee State Insurance
• GCC	General Conditions of Contract
• GDCR	General Development Control Regulations
• GI	Geographical Indications
• GST	Goods and Services Tax
• GSTIN	Goods and Services Tax Identification Number
• INR	Indian Rupees
• IPR	Intellectual Property Rights
• IT	Information Technology
• ITB	Instruction to Bidders
• JV	Joint Venture
• JV/C	Joint Venture / Consortium
• LLP	Limited Liability Partnership
• LOA	Letter of Allotment
• MS	Microsoft
• PAN	Permanent Account Number
• RERA	Real Estate Regulatory Authority
• RFP	Request for Proposal
• RFPL	Request for Proposal Letter
• RIS	RFP Information Summary
• SCC	Special Conditions of Contract
• SPV	Special Purpose Vehicle
• SRFD Project	Sabarmati Riverfront Development Project
• SRFDCL	Sabarmati Riverfront Development Corporation Ltd.

Section-I: Request for Proposal Letter (RFPL)

1. INVITATION

The Sabarmati Riverfront Development Corporation Limited (“SRFDCL”), a Special Purpose Vehicle (“SPV”) of Ahmedabad Municipal Corporation (hereinafter referred to as the “Authority” or “AMC”) invites proposal (hereinafter referred to as the “Proposal/s”) from eligible entities for “**MIXED USE COMMERCIAL DEVELOPMENT(Except Residential)**”(hereinafter referred to as the “Purpose”) for entering into an agreement to lease-cum-development agreement of the specified Footprint for the specified Purpose only. This Request for Proposal (RFP) Document, reference number, RFP No.RFP/September/2024/2(hereinafter referred to as the “RFP Document”), gives further details.It is hereby clarified that the Mixed Use Commercial Development shall not include any residential.

2. PROPOSED DEVELOPMENT ANDPROJECT LOCATION

I. SABARMATI RIVERFRONT: JEWEL IN THE CROWN OF AHMEDABAD: -

- a) Sabarmati Riverfront has created a unique ecosystem that exudes joy and happiness. There is a soothing ambience and life surrounding this beautiful ecosystem. Various people centric neighbourhood amenities have been developed like Parks & Gardens, Sports Parks, Event Centre, Amphitheatres etc.
- b) Around 85% of the Riverfront is either green, open or public spaces. The green ecosystem of Sabarmati Riverfront has improved neighbourhood liveability and provided much-needed green respite in the densely built environment.
- c) Atal Bridge, an engineering marvel, is an emotion that connects the east and west part of Ahmedabad. This pedestrian only bridge on the Sabarmati Riverfront has been hosting thousands of visitors on a daily basis from it’s inception.
- d) The Sabarmati Riverfront has added a world of water sports and exhilarating activities for the people. With its stunning backdrop and serene waters, the Sabarmati Riverfront offers a variety of water sport activities including River Cruise and Kayaking.
- e) Sabarmati Riverfront has brought back development to the Centre of the City and thus it has reemerged as a vibrant Commercial Hub, reclaiming its former glory with a surge of new Projects.

- f) The Sabarmati Riverfront the spine of the City, embodies the '15-Minute City' concept where important destinations are easily accessible within a 15-Minute short Journey.

II. Social Infrastructure:

- a) Sabarmati Riverfront is a great place for young children to grow as well as young professionals to live work and play in this 15 minute City.
- b) Major attractions, including Atal Bridge, Narendra Modi Stadium, Kankaria Lake, Riverfront Sports Park, Event Centre, and all Riverfront Parks, are within a few minutes' access.
- c) CG Road is a premium retail destination featuring a vast walkway for shopping. Law Garden is a traditional shopping area, both just minutes from the city's core—the Sabarmati Riverfront.

III. Living Cultural:

- a) Ahmedabad City is a hub of art, music and craftsmanship.
- b) This is India's first World Heritage City. Heritage landmarks such as Gandhi Ashram, Siddi Saiyyed Mosque, Bhadra Fort, Rani No Hajiro, Ellis Bridge and Old city Pols, are all within easy reach.

IV. Educational Institutions:

- a) Ahmedabad is the hub of both management and technical education of the country.
- b) This is the city of world class professionals. architectures, urban planners etc. Ahmedabad is becoming a Knowledge Hub for the Country.
- c) Renowned institutions and cultural centres like IIM, NID, CEPT, Ahmedabad University, Gujarat University, Gujarat Vidyapith, Tagore Hall and Town Hall are easily accessible from Riverfront.

V. Prime Location of Ahmedabad:

- a) Adjacent to the Central Business District (CBD), this prime location offers investors a strategic advantage with direct access to major business activities.
- b) The riverfront has already become a hospitality hotspot with hotels like The MG House, Patang Hotel, Fortune Landmark, Hyatt Regency, Fairfield by Marriott, Welcome Hotel by ITC, Lemon Tree, Cama Hotel, Sarovar Portico, Hotel Radisson Blu, and the Rifle Club in the immediate surrounding vicinity.
- c) This ecosystem of Riverfront gets 20-25 thousand people every day.
- d) Development work for Phase II of the Sabarmati Riverfront project is actively in progress. Phase II stands as a testament to the government's commitment to green, sustainable development, enriched with modern amenities and harmonizing environmental consciousness.
- e) There is an aspiration to host Olympic in Phase II of Sabarmati Riverfront, monumental investment and development are envisaged.
- f) The development of Phase III of the Sabarmati Riverfront is set to commence shortly. This phase will be undertaken by Sobha Realty, based in Dubai, which has committed an investment of Rs. 1000 crores over a period of five years. Spanning from Indira Bridge to Narmada Canal, Phase III will embody the theme "Rhythm of the River." This phase will feature an immersive plaza that celebrates the Sabarmati River through five key aspects: nature, culture, history, society, and economy. It will offer an experiential promenade that reflects the essence of the Panchamahabutas—air, fire, water, space, and earth.
- g) With all this three Phases, the Sabarmati Riverfront will emerge as the longest Riverfront in the world. This development will not only showcase a stunning urban transformation but also emphasize a robust commitment to ecosystem restoration and green cover, integrating extensive green spaces and sustainable practices throughout the riverscape.

VI. Strategic Connectivity:

- a) The Sabarmati Riverfront excels in connectivity, linked to all forms of transportation. With BRTS, Metro, the proposed bullet train station, Kalupur Railway Station, and the Airport all within a brief ride, accessibility is unmatched.

- b) Great business location for the people who want to be mobile.
- c) It has smooth flow of traffic and best connected place.
- d) This Prime location turns the 15-Minute City' concept into a Lived Reality.

VII. Safety & Security:

- a) The city exudes an irresistible vibrancy and sophistication, seamlessly blending safety with an ever-present energy. Its streets are alive with activity, offering a dynamic backdrop for exploration.
- b) With a palpable sense of security, residents and visitors alike can immerse themselves in the city's continuous rhythm, enjoying a seamless experience whether day or night

VIII. Proposed Project Overview:

- a) At a place of such an exceptionally unique ecosystem the vision is to create world class development that harmonises with nature and blending with the tradition of City.
- b) The premium Mixed Use Commercial Development shall be an architectural marvel and extremely posh and upscale in the looks.
- c) It shall offer a safe, sustainable, and exceptional office & co-working spaces that opens the gateway to growth and unleashes the true potential of a business.
- d) To empower & enhance the lifestyle of professionals, the premium Mixed Use Commercial Development shall offer state-of-the-art amenities that bring the perfect balance in workspace and a majestic experience that is a benchmark above the standard.
- e) The architecture of proposed Mixed Use Commercial Development has to be noteworthy, confirming to latest design efficiency standards and adequate ventilation and natural lighting provisions along with required parking.
- f) These premium Mixed Use Commercial Development may have hotel, office spaces, cafeteria, food court, restaurants, lounges, ATMs, coffee shops, retail, day care centres etc. except Residential.

- g) It shall be developed and operated incorporating sustainable principles. The design, systems and processes may be planned to minimize energy and water consumption and pollution.
- h) The project as a whole should be energy efficient and the ecosystem should be pedestrian friendly and calming.
- i) The ultimate goal of the project development is to bring new life to the centre of the city and to spur broad-based revitalisation of surrounding neighbourhoods.
- j) The Footprint area to be leased for the project is at behind Lemon Tree Hotel located on the eastside of River Sabarmati. The construction and development of the project shall be made in accordance with the SRFD GDCR and Volumetric Guidelines .Alayout of the Footprint area and volumetric guidelines are enclosed as **Annexure-14 (Layout of Footprint Area and Volumetric Guidelines)** hereto. A Key Map-EGN-01 is enclosed as **Annexure-15 (Key Map-EGN-01)** hereto.
- k) The proposed Footprint areato be allotted/ leased shall measure 3045 (Three Thousand Forty Five) square metres (approximate) and as per the revenue records the same is forming part of the land situate lying and being at Village - Mouje: Dariyapur - Kazipur, Revenue Survey No. 489/P, Taluka: Ahmedabad and District: Ahmedabad.
- l) The permissible height of the building/ developments shall be maximum 67.25meters and subject to maximum permissible height from AAI.The highest point of any structure or element of the Project shall not be more than 67.25 mtr.
- m) The development on the specified Footprint area is restricted for construction of MIXED USE COMMERCIAL DEVELOPMENT(except Residential) having maximum built-up area upto 41,385 (Forty One Thousand Three Hundred Eighty Five) square metres.

3. TYPE OF CONTRACT / AGREEMENT AND PERIOD

- (a) The Footprint area shall be allotted to the successful bidder on annual lease rent basis for a period of 99 years from the date of agreement and the lease may be renewable/ extendable for further years on mutual agreed terms subject to the approval of the Authority.
- (b) The successful bidder shall be liable to complete the development within the development period and to obtain building use permission from the relevant statutory authority.

4. THE BIDDERS MUST READ THE COMPLETE RFP DOCUMENT

- a) This RFPL, an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. 'RFP Information Summary' (RIS) gives a salient summary of the relevant information, including the type of agreement and selection method to evaluate RFP. Any generic reference to RFPL shall also imply a reference to RIS as well. However, Bidders must go through the complete RFP Document for details before submission of their Proposals.
- b) While preparing Proposal, the Bidder should take into consideration the entire RFP Document including all sections forming part of the RFP Document and its annexures.
- c) The bidding will be conducted in Indian Rupees (INR) only.

5. RFP INFORMATION SUMMARY

5.1. Address for All Communications, Meetings and Submissions

- a) Unless otherwise specifically stated, the address for all physical communications, meetings, conference, submissions of bids, and opening of bids pertaining to this RFP shall be the office of SRFDCL (hereinafter referred to as the "Office of SRFDCL" at the following location:

**Sabarmati Riverfront Development Corporation Limited
2ndFloor, "Riverfront House",
Between Gandhi & Nehru Bridge,
Puja Pramukh Swami Maharaj Marg (Riverfront-West),
Ahmedabad – 380009.**

- b) Unless otherwise specifically stated, the address for all email communications pertaining to this RFP shall be "**office@srfdcl.com**"
- c) Unless otherwise specifically stated, the authorised representative for all communications pertaining to this RFP shall be "**The General Manager (P&D)**"

5.2. Key Information

The Key Information inter alia containing details of tender process, submission of bids/ proposal, timelines etc. shall be as mentioned in Key Information Summary described above in this RFP Document.

5.3. Qualification Criteria

- a) The bidders must possess experience in developing and completing project of Office Building /Mixed Use Commercial Development /Shopping Mall/Hospitality developments 0during the last6 (six) years before the bid due date:
- (1) of at least one single project with minimum 50,000 sq. mtrs. of BUA developed as per occupancy certificate/ building use permission/ completion certificate; and
 - (2) of above such multiple projects with minimum aggregate 1,24,000 sq. mtrs. of BUA developed as per occupancy certificate/ building use permission/ completion certificate.

Note:

- (i). *The Bidder shall submit occupancy certificate/ building use permission/completion certificate issued by the competent authority for each completed building/project. Part completed projects shall not be considered for evaluation.*
- (ii). *The Bidder shall quote experience in respect of a particular project, even though the Bidder (either individually or along with a member of the JV/C) may have played multiple roles in the cited project. Double counting for a particular eligible project shall not be permitted in any form.*
- (iii). *Experience for any activity relating to a project shall not be claimed by two or more members of the JV/C. In other words, no double counting by a JV/C in respect of the same experience shall be permitted in any manner whatsoever.*
- (iv). *The development and completion of Office Building, Mixed Use Commercial Development, Shopping Mall and Hospitality developments shall be considered for evaluation of technical criteria.*
- (v). *Certificate(s) from the concerned client(s) stating that the eligible works was/were completed/ commissioned, as the case may be, in respect of the project as per criteria specified above. In case a particular job/contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/contract by producing a certificate from the client.*

To enable the evaluation, the bidders must submit all the details of such projects along with their bid, including the date of commencement of project(s), certificate of registered Chartered Accountant and registration certificate under Shops & Establishment Act or any other registration / permission issued by government / local authority and Service Tax / GST registration details.

b) The bidder must have:

1. Average annual financial turnover from developing and completing project of Office Building, Mixed Use Commercial Development, Shopping Mall and Hospitality, during the last 3 consecutive financial years, preceding bid due date of at least Rs.172Crores; and
2. Net worth of at least Rs.86Crores as on the end of financial year preceding bid due date as per the audited financial statement (i.e. March, 2024).

Note:

- (i). *The annual financial turnover and net worth will be considered as per the audited financial statements of entities/consortium members.*
- (ii). *The annual financial turnover and net worth certificate will be considered as per the audited financial statements of entities/consortium members for evaluation of financial capacity for qualification. For the purposes of this RFP, Net Worth (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.*
- (iii). *To enable the evaluation, the bidders must provide necessary certificate of statutory auditor or registered chartered accountant to substantiate the claim of meeting this criterion, however such certificates must explicitly and separately show specific turnover from similar projects as stated above.*
- (iv). *In case of consortium bidding, members of the consortium/SPV shall nominate one member as the lead member (the "Lead Member"). The shareholding of the Lead Member should be higher than shareholding of any other member. The nomination(s) shall be supported by a Power of Attorney.*

- (v). *In case of a consortium, following shall be evaluated:*
- (a) *The bidder may bring other entities as consortium member and form a new entity for taking up the development of the project.*
 - (b) *The Turnover and Net worth of such entity/consortium member will be considered who are into real estate business as a real estate developer, for evaluation of the financial capacity.*
 - (c) *In the case of a Special Purpose Vehicle (SPV), a copy of the Joint Bidding Agreement/ Proof of registration of the Entity shall be submitted by the bidder.*
 - (d) *The relevant format for determining the financial and technical capacity of the bidder to be submitted by a statutory auditor as per the format provided in the RFP.*
 - (e) *For evaluation purpose, the technical and/or financial capacity will be considered for each of those entities/consortium members who have at least 26% of the capital contribution in the bidding entity.*
 - (f) *Further, such entities/consortium members whose technical and/or financial capacity have been considered for qualification shall individually have and hold atleast 26% each and collectively hold at least 51% of the subscribed and paid-up capital of the SPV until the completion of the project (“completion” means when the Occupancy Certificate is issued by the competent authority for the project).*
 - (g) *In case of SPV/consortium (maximum 3members will be allowed).*
- (vi). *In evaluation of the technical capacity and financial capacity, the technical capacity and financial capacity of their respective associates/ group companies’/ business entities would also be considered. For ease of understanding, the definition of Group Companies or Business Entities are mentioned below:*

‘Associate’ means,

- (i) *a company or corporation, in which the Applicant has a significant influence (means control of at least twenty-six per cent of total voting power), but which is not a subsidiary company of the Applicant having such influence and includes a joint venture company (means a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the arrangement) or,*
- (ii) *a person who has been and is a partner or a stakeholder having a significant influence in the partnership firm or LLP (means capital contribution of at least twenty-six per cent in such partnership firm or LLP)*

‘Group Companies or Business Entities’ means, where the majority of the Applicant’s promoters are common promoters of those Group Companies/ business entities and such promoters having controlling stake therein.

In such case, the bidder shall submit a Certificate from its statutory auditors stating that the entity whose Technical/Financial Capacity is submitted, are subsidiaries/Associates/ Group Companies or Business Entities of the bidder.

5.4. Technical Proposal

- a) The bidder shall provide the following in relation to the project as part of the Technical Proposal:
 - (i). Brief description of the proposed project
 - (ii). Design and layout
 - (iii). Concept plan
 - (iv). Execution Plan of the proposed Building: Details of execution Plan of the proposed Project including execution schedule, technology to be used etc.
 - (v). Means of finance – The Bidders shall submit details of financing arrangements to meet the project cost along with sufficient supporting documents.
 - (vi). The Bidders need to design the building in conformity with the SRFDCL GDCR, Volumetric Guidelines, NBC-2016 for fire and safety measures, State Fire regulations and Urban Design Guidelines (SRFDCL).
- b) The Bidder must submit their presentation and provide above details in their bid/ proposal.

- c) No part of the technical proposal and its submissions include or provide for any details or information regarding the financial proposal of the bidder. Bids found to be violating this condition shall be rejected as nonresponsive.
- d) The bidder shall submit its Bid/ Proposal duly signed on its letterhead in the form prescribed as **Annexure-1** and other details in the formats prescribed in other Annexures for the same in order to make the bid/ proposal responsive in terms of this RFP Document.

5.5. Financial Proposal

The bidders shall be required to quote bid price in rupees per square metres of Built-Up Area for development of the project and the e-auction, if any, shall be conducted as per the process mentioned in the selection method. The proposed price shall not be less than the Base Price for Development Rights.

Note:

The bidder should quote their bid price/ proposal over and above the Base Price for Development Rights (as stated in the Key Information Summary). The bid price/proposal quoted by the bidder should be in whole numbers without decimals. The bid price/ proposal quoted by the bidder below then the Base Price for Development Rights shall be rejected automatically.

The above Financial Proposal is to be submitted by the bidder considering the following fixed components:

- (i) **Lease Rent:** The successful bidder / allottee shall be liable to pay advance annual lease rent during the period of lease. The annual lease rent shall be Rs.10/- (Rupees Ten Only) per Sq. Mtrs. per annum of Footprint area for lease plus applicable GST (Goods and Services Tax) and/ or any other tax. In case of delay, a penal interest (simple interest) calculated at 2 (two) times the RBI Bank Rate per annum, as prevailing from time to time shall be levied on the lessee.
- (ii) **Development Period:** The successful bidder / allottee shall be given Development Period of 4 (four) years from the date of Letter of Allotment (LOA) (the “**Development Period**”). However, the successful bidder shall be liable to commence the construction activity within 12 months from the date of LOA and complete the development (including obtaining of building use permission from the relevant statutory authority) within the Development Period. The bidder will be required to design,

finance, develop, construct, operate and maintain the Project. In the event of delay either for start of operations or completing the development within the given timelines, for any reason (unless otherwise permitted by SRFDCL), such event shall be considered as an Event of Default, and in this regard the decision of SRFDCL shall be final and binding upon the allottee.

- (iii) **Cost of Dismantling of Development at the end of Lease Period and/or Expiration of the lease by early termination:** The successful bidder / allottee shall have to obtain and comply with all necessary approvals, permissions and compliances related to the development/ Built-up Area of the Project over the Footprint as per applicable laws. The development/ Built-up Area made over the Footprint shall be used only for the Purpose of the Project. Unless otherwise directed by SRFDCL / Authority, upon expiration of the lease by early termination or by efflux of time, the allottee shall have to fully dismantle the developments/ structures made over the Footprint at its own cost and expenses, vacate the entire premise and peacefully handover back the vacant Footprint to the SRFDCL / Authority.
- (iv) **Taxes:** Any taxes applicable on any amount payable by the bidder and/or successful bidder shall be additional over and above the bid price (except GST on payments for development rights as this price is inclusive of GST. As per the current tax regime laid by Central Government, the GST is 18%. In case, if the GST increases, the difference shall be borne by the bidder). The bidder/ allottee is also bound to pay any taxes levied by any government body/ authority, from time to time. SRFDCL/ AMC shall not accept any deductions on these payments on account of any statutory levies or for any other reason.
- (v) **Property Tax:** The successful bidder / allottee shall bear the property tax or any other applicable taxes of the Ahmedabad Municipal Corporation/or any other Authority in relation to the lands/Footprint and developments thereon.
- (vi) **Insurance:** The successful bidder / allottee shall be solely liable for taking all the necessary insurance covers during the development phase and keep them valid and effective in force at all times during the entire lease period. The SRFDCL/ AMC shall not be responsible or liable in any manner whatsoever and howsoever the case may be for any loss due to absence of any insurance cover not taken by the successful bidder / allottee.

- (vii) **Payment Timelines:** The liability of the payment for Development Rights shall commence from date of the LOA and shall be payable as per following timelines:

Year	Payment Tranches
Year-1 (Y1)	25% of total Development Rights consideration within 30 days from the date of LOA
	25% of total Development Rights consideration within 12 months from the date of LOA
Year-2 (Y2)	25% of total Development Rights consideration within 18 months from the date of LOA
	25% of total Development Rights consideration within 24 months from the date of LOA or submission of application for Occupancy Certificate (OC) or submission of application for Building Use (BU) permission, whichever is earlier.
The Allottee/Developer shall submit the Post Dated Cheques (PDC) for all the instalments as per the Payment Schedule.	
Note for Discount: In case any Allottee / Developer makes the entire payment of total Development Rights consideration upfront within 45 days of issuance of Letter of Allotment, a discount of 10% shall be applicable on the total Development Rights consideration.	

5.6. Test of Responsiveness

Prior to evaluation of Bids/ Proposals, SRFDCL shall determine whether each Bid/ Proposal is responsive to the requirements of this RFP. A Bid/ Proposal shall be considered responsive if:

- a) it is received as per the format (Letter Comprising the Bid) at Annexure-1;
- b) it is received by the Bid Due Date including any extension thereof;
- c) it is signed, sealed, bound together in hard cover and marked as stipulated in the RFP;
- d) it is accompanied by the Bid Security as specified in RFP (in case of Bank Guarantee as per the format mentioned at **Annexure-13 (Format for Bid Security)**);
- e) it is accompanied by the Power(s) of Attorney as specified in Annexure-7 and Annexure-9, as the case may be;
- f) it is accompanied with all the documents as per the formats annexed at Annexures – 1, 2, 3, 4, 5, 7, 8, 9 10, 11 and 12.
- g) it contains all the information (complete in all respects) as requested in this RFP and/or RFP Documents (in formats same as those specified);
- h) it does not contain any condition or qualification; and

- i) it is accompanied by the RFP Document Fees as specified in Key Information of RFP.
- j) it is not non-responsive in terms hereof.

6. SELECTION METHOD

- (a) The Envelope-1 submitted by the bidder shall be opened at first stage.
- (b) The Envelope-2 submitted by the bidder shall be opened only of those bidders whose submissions in Envelope-1 found proper and in order.
- (c) The technical advisory committee of SRFDCL shall decide about opening of the financial proposal, only of the bidders who are technically qualified, and the technical proposal is as per the RFP. The technically qualified bidders shall be intimated for opening of their financial proposal.
- (d) The technically qualified bidder having quoted highest bid (H1) shall be selected as successful bidder and be issued the Letter of Allotment. In case there is a tie amongst the highest bidder only in such circumstances the final selection of the bidder from such bidders shall be done by following e-auction process. The e-auction will be commenced considering highest quoted financial bid as base price. The bidder should quote their higher bids/ offers in the multiples of Rs.100/- per sq. mtr. (Rupees Hundred Only) only.
- (e) In case of tie amongst highest bidders, the total period for completion of e-auction for development rights shall be 60 (sixty) minutes only excluding maximum 10 extensions each of 5 (five) minutes. In case if any bidder submits his/its higher offer during the last 5 (five) minute before the prescribed time limit of 60 minutes getting over, the time for higher offer shall be automatically extended for further 5 (five) minutes and such time can further be extended in the similar fashion till bid/ offer does not receive in last 5 (five) minutes subject to maximum 10 extensions only. If no bidder submits the further higher offer in the last 5 (five) minutes time, the auction shall be closed automatically.
- (f) The bidders are advised not to wait till the last minute or last few seconds to enter their bid/ offer during the live auction and auto extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. In order to avoid such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situations and still be able to participate in the e-auction successfully. It is to be noted that neither AMC/ SRFDCL nor (n)Code Solutions shall be responsible for any unforeseen circumstances. The bidder who has quoted/ offered highest

bid/ financial proposal through e-auction process as mentioned above shall be selected as successful bidder and be issued the Letter of Allotment.

- (g) The bidders shall place their bids/ offers online on (n)Code Solutions platform.
- (h) No reduction/ cancellation of bids/ offers shall be allowed during the session.
- (i) The results of the bidding process shall be binding to all the bidders.
- (j) Any requests for cancellation received after the conclusion of the session shall result in the forfeiture of the EMD/ Bid Security deposited and further necessary action shall be taken by SRFDCL.
- (k) SRFDCL retains the right to cancel the bidding process at any stage without assigning any reason whatsoever.

7. PERFORMANCE SECURITY/ SECURITY DEPOSIT

The Performance Security/ Security Deposit shall be submitted by the successful bidder at two stages:

- a) **On Award of LOA:** The successful Bidder/ Allottee will have to submit the interest free Performance Security, at the rate of **10% of the Total Amount Payable for Development Rights**, in the form of Demand Draft/ Bank Guarantee in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Scheduled/ Nationalized Bank for a period upto the completion of development of the project and execution of lease deed. The said performance security shall be deposited within 30 (thirty) days from the date of LOA. Failure in timely submission of required Performance Security, the Bid Security deposited shall be forfeited and further necessary action shall be taken by SRFDCL. In the case of Bank Guarantee, the Performance Security should be valid at least for a period of 5 (five) years from the date of LOA and should be extended from time to time to keep the same valid and effective throughout the period of development plus 3 (three) months.
- b) **At the time of Execution of the Lease Deed:** The Lessee shall have to deposit with Lessor an amount of Rs.10,00,000/- (Rupees Ten Lakhs only) in the form of Demand Draft/ Bankers Cheque/ Pay Order in favour of “SABARMATI RIVERFRONT DEVELOPMENT CORPORATION LIMITED” payable at Ahmedabad as and by way of a refundable interest free Security Deposit for due and faithful performance of the terms and conditions of the Lease Deed by the Lessee. If the Lessee fails to discharge its obligations under the Lease Deed, Lessor shall have the

right to take any action including termination of the Lease Deed and/or forfeit Security Deposit, in accordance with the terms and conditions of the Lease Deed/Agreement to Lease. On the expiry of the term of the Lease Deed by efflux of time or on earlier termination thereof as provided in the Lease Deed, the Lessor shall refund the Security Deposit to the Lessee, upon the Lessee handing over the peaceful possession of the allotted land to the Lessor, after adjusting any outstanding dues to the Lessor.

Section-II: Instruction To Bidders (ITB)

1. THE SRFD PROJECT

In 1997, Ahmedabad Municipal Corporation (AMC) set up a Special Purpose Vehicle - Sabarmati Riverfront Development Corporation Limited (SRFDCL), as an entity incorporated under the Companies Act, 1956 and is entrusted with the task of implementation and development of the Sabarmati Riverfront Project by the AMC.

2. THE RFP DOCUMENT

The RFP Document contains the following sections:

- a)** Section-I: Request for Proposal Letter
- b)** Section-II: Instructions to Bidders
- c)** Section-III: General Conditions
- d)** Section-IV: Special Conditions
- e)** Section-V: Annexures & Formats

3. RIGHTS AND DISCLAIMERS

3.1. Right to Reject any or all the Proposals

The SRFDCL reserves its unconditional right to accept or reject any or all Proposals, abandon/ cancel the bidding process, and issue another RFP for the same or similar Purpose before the award of the Letter of Allotment (“LOA”). The SRFDCL also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the bidders, who submit the Bid/ Proposal, without assigning any reasons thereof. It would have no liability to the affected bidder(s) or any obligation to inform them of the grounds for such action(s).

3.2. Disclaimers

- a)** The RFP Document is neither an agreement nor an offer to the prospective bidder(s) or any other party. The purpose of the RFP Document is to provide the bidder(s) with information to assist them in participation in this bidding process.
- b)** The RFP Document does not purport to contain all the information bidder(s) may require. It may not address the needs of all bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the bidder(s) is on various matters, some of which may depend upon interpreting the 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. The SRFDCL, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

- c) The SRFDCL, its employees and other associated agencies/ advisors make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any bidder, on such account.
- d) The SRFDCL reserves the right to modify or amend or add to any or all of the provisions of this RFP or annul the present process. Neither SRFDCL nor their employees / consultants will have any liability in case addition, modification, amendment, alteration, cancellation and /or of non-receipt or delayed receipt of any correspondence from them to the bidders due to the postal delays or otherwise.
- e) The Bidder shall bear all costs associated with or relating to the preparation and submission of the Bid/ Proposal including but not limited to preparation, copying, postage, delivery fees, expenses or any other costs incurred in connection with or relating to its Bid/ Proposal. All such costs and expenses will remain the exclusive liability of the Bidder and the SRFDCL 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/ Proposal, regardless of the conduct or outcome of the bidding process.

4. GOVERNING LANGUAGE AND LAW

- 4.1. The bid submitted by the bidder and all subsequent correspondence and documents relating to the RFP exchanged between the bidder and SRFDCL should be written in the English language. However, the language of any printed literature furnished by a bidder in connection with its bid may be written in any other language provided a certified translation accompanies the same in English. For interpretation of the RFP, translation in the English language shall prevail.

5. CORRIGENDA / ADDENDA TO RFP DOCUMENT

- 5.1. Before bid due date for submitting RFPs, the SRFDCL may update, amend, modify, or supplement the information, assessment or

assumptions contained in the RFP document by issuing corrigenda and addenda. The bidders must check the website(s) for any corrigenda/addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP document and shall be binding to the bidders. The SRFDCL will assume no responsibility for non-receipt of the corrigenda or addenda by any bidder.

- 5.2. If considered necessary, the SRFDCL may suitably extend the bid due date to give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids.
- 5.3. The SRFDCL may extend the deadline for the bid submission by issuing an amendment. In such a case, all rights and obligations of the SRFDCL and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

6. PARTICIPATION IN RFP – ELIGIBILITY CRITERIA

6.1. Eligibility Criteria

Bidders unless otherwise stipulated in the RFP Document:

- a) must be:
 - (i). a private entity (a company/ LLP / partnership firm registered under an applicable Act in India), a public entity (government-owned enterprise or institution), or a Joint Venture / Consortium (an association of firms, or companies - hereinafter referred to as JV/C).
 - (ii). an entity with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, or equivalent registration certificate issued by the concerned authority/government as applicable to the subject Purpose.
- b) must:
 - (i). not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
 - (ii). (Including their affiliates, subsidiaries, or contractors/ sub-consultants for any part of any of the agreement):
 - i. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Authority and/or SRFDCL from participation in any of its projects; and/or

- ii. Not be convicted or stand declared ineligible/ suspended/ blacklisted/banned/ debarred by appropriate agencies of the Government of India or Government of Gujarat from participation in any of its projects, for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution/ operation of a public project and/ or suspected to be or of doubtful loyalty to the country or a national security risk as determined by appropriate agencies of the Government of India.
 - iii. Not have changed its name or created a new “Allied Entity”, consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
- (iii). not have a conflict of interest which substantially affects fair competition. No attempt should have made to induce any other bidder to submit or not to submit a bid to restrict competition
- (iv). fulfil any other additional eligibility condition, if any, as may be prescribed in the RFP Document.
- c) must provide such evidence of their continued eligibility to the SRFDCL as and when requested.

6.2. Joint Venture/ Consortium (JV/C)

- a) The JV/C and all members must satisfy all the eligibility requirements in this RFP Document.
- b) The qualification criteria of all JV/C members shall be evaluated jointly as per evaluation criteria.
- c) All the members shall be jointly and severally liable for the entire agreement/s/ Purpose, if selected in the RFP Process.

6.3. Visit to the Location

The bidders prior to submitting their bid, are expected to visit and examine the site conditions and other utilities for undertaking the

proposed RFP works, applicable law and regulations, location surroundings and any other matter which is relevant at its own expenses and ascertain on their own responsibility information, technical data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.

6.4. Conflict of Interest

a) Any bidder with a conflict of interest that substantially affects fair competition shall not be eligible to participate in this bidding process. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest through a self-declaration. A bidder in this bidding process shall be considered to have a conflict of interest, if the bidder:

(i). has the same correspondence address or same legal representative/ agent as another bidder for purposes of this RFP; or

(ii). has a close business or family relationship with a staff of the Authority or SRFDCL who:

i. are directly or indirectly involved in the preparation of the RFP Document, and/ or the evaluation in RFP process; or

ii. would be involved in the implementation or supervision of the resulting agreement/s.

Any conflict stemming from such a relationship must be reported and resolved in a manner acceptable to the SRFDCL throughout the RFP process.

b) Any entity may participate only in one bid. Bids submitted in violation of this procedure will be rejected.

7. DOWNLOADING THE RFP DOCUMENT, CLARIFICATIONS AND PRE-BID MEETING

7.1. Availability of the RFP Document

The RFP Document, including any subsequent information regarding the RFP or Corrigenda / Addenda to RFP Document, shall be published on any one or more of the below stated web portals for viewing / download after the date and time of the start of availability till the deadline for availability as mentioned in RIS. The Web Portals shall be:

- a) www.sabarmatiriverfront.com
- b) www.nprocure.com
- c) www.ahmedabadcity.gov.in

7.2. Clarifications

A bidder may seek clarification of the RFP Document through the email on or the last date of receipt of queries. The file for query sent by the bidder shall be in English language only and in MS Word format only (Microsoft Word). The SRFDCL shall respond to the queries by uploading on the web portals as given above.

7.3. Pre-Bid Meeting

If a Pre-Bid Meeting is stipulated, prospective bidders interested in participating in this RFP may attend a Pre-Bid Meeting to clarify the conditions of the RFP process at the venue, date and time specified therein. Participation in the Pre-Bid Meeting is not mandatory but is restricted to prospective bidders who have registered for the Pre-Bid Meeting.

8. PREPARATION OF BIDS / PROPOSAL

8.1. Bid/ Proposal Submission Formats

Bidders must fill and submit the bids/ proposals in the formats provided in the RFP Document apart from the other information sought by the SRFDCL and/or deemed necessary by the bidder for submission. Bids / Proposal by the bidder shall include inter-alia duly signed copies of the original RFP documents with Addendum (if any).

8.2. Bid Validity

Unless specified to the contrary, a bid shall remain valid for a period not less than 180 (one hundred and eighty) days from the last date/ deadline for the bid submission date. Any bid valid for a shorter period shall be rejected as nonresponsive.

8.3. Earnest Money Deposit (EMD) / Bid Security

- a) The bidder must submit a non-interest bearing deposit in the form EMD / Bid Security along with their bids in the form, manner and amount stated in this RFP Document. Any bid submitted without EMD / Bid Security shall be rejected as nonresponsive.

- b) The amount of EMD / Bid Security of the successful bidder may be adjusted in the any future payments to be paid by the bidder as stipulated in the RFP Document.
- c) The EMD / Bid Security shall be returned to the bidder or may be collected by the bidder whose bid has not been accepted by the SRFDCL no later than 2 (two) months from date of Letter of Allotment to successful bidder. However, the EMD / Bid Security of the second highest bidder would be retained upto 3 (three) months from the date of LOA to the successful bidder.
- d) EMD / Bid Security may stand forfeited in the following situations:
 - (i). In case of revision and/or modification of terms of bid by the bidder or withdrawal of bid during the bid validity period.
 - (ii). In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
 - (iii). For the successful bidder, if the Performance Security is not deposited within the stipulated time period as per RFP.
 - (iv). If the agreement is not executed within the time period specified in the Letter of Allotment/RFP.
 - (v). If the successful bidder wants to withdraw before signing of Agreement.
 - (vi). In the event, bidder, after the issue of communication of Letter of Allotment by the SRFDCL, fails/refuses to start/execute the work as herein stated, the bidder shall be deemed to have abandoned the work/contract/proposal and such an act shall amount to and be construed as the bidder's calculated and wilful breach of proposal/contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the SRFDCL shall have full right to claim damages thereof in addition to the forfeiture of the EMD / Bid Security/ Performance Security deposited in terms of RFP Document.
 - (vii). In the event where the facts and claims made by the bidder for qualifications are wilfully false and documents and supporting for qualifications are fraudulent and false.

9. SUBMISSION OF BIDS / PROPOSALS

9.1. Mode of Submission

- a) The Qualification Bid and Technical Proposal shall be submitted in sealed covers in physical mode at SRFDCL Office.
- b) The Financial Proposal shall be submitted through online mode only on web portal at **www.nprocure.com**. Any financial bid/proposal submitted through physical mode or as part of the Technical Bid / Proposal shall be rejected as nonresponsive.

9.2. Submission of Financial Bid / Proposal: Online through N-Procure Web Portal

- (i). Bidders who wish to participate in the RFP will have to register on www.nprocure.com. Further, bidders, have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic bids. In case bidders need any clarification or training for participating in online bidding process and assistance in procuring the Digital Certificate, they can contact the (n) code solution – A division of GNFC Ltd. at the below stated address:

CEO,
Manager (Marketing),
(n) Code solution – A division of GNFC Ltd.
403, GNFC Info Tower, S.G. Road, Bodakdev,
Ahmedabad: 380054 (Gujarat)
Phone No.+9179-40007501/12/16/17/25,
+917930181689/7926857316/18
Fax: +9179- 40007533/26857321

- (ii). The SRFDCL is neither a party nor a principal in the relationship between the bidder and the organisation hosting the online bid submission portal (hereinafter called the Portal).
- (iii). The date and time of the Portal server clock shall be the reference time for deciding the closing time of the Bid / Proposal submission. The SRFDCL shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the online bid submission process.

9.3. Signing of the Proposals

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s) in the form of Board Resolution / Partners Resolution or Power of Attorney, which authorizes the signatory to commit and submit Proposals on behalf of the bidder.

9.4. **Qualification Bid and Technical Proposal**

Bidders are required to submit the Bid/ Proposal in the following envelopes:

- a) Envelope-1:** The envelope must be sealed and shall include:
- (i). Valid Demand Draft (DD) for RFP Document fee in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/Scheduled Bank.
 - (ii). Valid Demand Draft (DD)/ Bank Guarantee (as per format annexed in Annexure-13 hereto) for EMD/Bid Security in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/Scheduled Bank.
 - (iii). A copy of RFP Document (including addendum) duly signed on all pages.
 - (iv). This envelope shall be superscribed “**Envelope 1: Document Fee and EMD / Bid Security**”.
- b) Envelope-2:** The envelope must be sealed and shall include:
- (i). Bidder information as Annexure - 2
 - (ii). Information and supporting documents as per qualification criteria mentioned in this RFP.
 - (iii). Detailed technical proposal/ submissions of the bidder
 - (iv). This envelope shall be superscribed “**Envelope 2: Qualification Bid and Technical Proposal**”.
- c) Envelope-3 (Outer Envelope):** The envelope must be sealed and shall include:
- (i). Envelope 1: Document Fee and EMD / Bid Security
 - (ii). Envelope 2: Qualification Bid and Technical Proposal
 - (iii). This envelope shall be superscribed with the title of the RFP (as stated on the cover page of the RFP) and the RFP reference number.

9.5. Implied Acceptance of Procedures by Bidders

Submission of Bid / Proposal in response to the RFP Document is deemed to be acceptance of the procedures and conditions of online bidding and the RFP Document.

9.6. Modification and Withdrawal of Bid / Proposal

- a) Once submitted in the Portal, the bidder cannot view or modify his Proposal.
- b) The bidder may withdraw his Proposal before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid / Proposal opening.
- c) No Proposal should be withdrawn after the bid submission deadline and before the bid validity period expires. If a bidder withdraws the Bid / Proposal during this period, the SRFDCL shall be within its right to forfeit the EMD / Bid Security in addition to other punitive actions provided in the RFP Document.

10. EVALUATION OF PROPOSAL AND AWARD OF ALLOTMENT

10.1. Bid Evaluation Method and Selection

Unless specified otherwise in the RFP Letter, the bid evaluation shall be carried out for each envelope in the following chronological order:

- a) Firstly, Envelope-1 shall be opened to check for the RFP Document fee and EMD / Bid Security. The Envelope-2 of only those bidders shall be opened who have provided the RFP Document fee and EMD / Bid Security as specified in the Bid Summary, and who has submitted the copy of RFP Document (including addendum) duly signed on all the pages as per the requirement. The submissions of bidders not fulfilling these criteria would be disqualified.
- b) The Envelope-2 of only such bidders shall be opened who has met the requirement of Envelope-1. In order to qualify for next stage of Financial Proposal opening, bidders are required to successfully meet the Qualification and Technical Criteria as set out in the RFP.
- c) Financial Proposal shall be opened of only those bidders whom the SRFDCL may consider as meeting the Qualification Criteria & Technical Proposal. The bidder who has quoted highest bid (as explained in Section-I) shall be selected and be issued the Letter of Allotment.

10.2. Clarification of Proposal, Verification and Shortfall Documents

- a) The SRFDCL reserves its right to call for verification, at any stage of evaluation, especially from the successful bidder before the issue of a Letter of Allotment (LOA), originals of submitted documents. If a bidder fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity. Such RFP proposals shall be liable to be rejected as nonresponsive and other punitive actions for such a breach including forfeiture of EMD / Bid Security.
- b) During the evaluation of bids or proposals, the SRFDCL may, at its discretion, but without any obligation to do so, ask the bidder to clarify its Proposal by a specified date. The bidder should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a bidder regarding its Proposal that is not in response to a request by the SRFDCL may not be considered.
- c) The SRFDCL reserves its right to, but without any obligation to do so, seek any shortfall information/ documents.
- d) If the bidder fails to provide satisfactory clarification and/or missing information, its Bid/ Proposal shall be evaluated based on available information and documents.

10.3. Evaluation of Proposal

A substantively responsive Proposal is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive deviations or other essential aspects of the RFP shall be rejected as nonresponsive. Only substantively responsive Proposals shall be considered for further evaluation. The SRFDCL reserves its right to consider and allow minor corrections (in case of typographical or arithmetic inadvertent errors) in technical conditions.

10.4. Award

- a) **Letter of Allotment (LOA)**

- (i). After the conclusion of opening of Financial Bid, the bidder whose Proposal has been accepted shall be notified of the award by the SRFDCL before the expiration of the bid validity period by written or electronic means.
- (ii). The Letter of Allotment (LOA) shall constitute the legal formation of the contract for the successful bidder and it shall be required to adhere to the timelines and fulfil the conditions prescribed for the compliances.
- (iii). Both the parties agree to enter into a detailed agreement(s) in due course which shall consist of the RFP terms and conditions and additions, if any. SRFDCL reserves the right to incorporate such terms and conditions in the agreement in addition to those in the RFP, which are deemed to be necessary by it.
- (iv). The successful 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 successful bidder is not received by the stipulated date, SRFDCL may, unless it consents to extension of time for submission thereof, appropriate the EMD / Bid Security of such bidder and the next eligible bidder may be considered.

b) Performance Security

- (i). Within the number of days stipulated in RFP Letter on receipt of the Letter of Allotment (LOA), performance security as per details in RFP Letter shall be submitted by the bidder to the SRFDCL.
- (ii). If the bidder, having been called upon by the SRFDCL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the SRFDCL at its discretion to annul the award and forfeit Bid Security / EMD, besides taking any other administrative punitive action.

11. CODE OF INTEGRITY

The bidders should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the RFP Process or the execution of resultant agreements.

Section-III: General Conditions (GC)

1.0 Tenets of Interpretation

- 1.1. The heading of these conditions shall not affect the interpretation or construction thereof.
- 1.2. Words in the singular include the plural and vice-versa.
- 1.3. Any generic reference to GC shall also imply a reference to SC as well.
- 1.4. In case of conflict, provisions of SC shall prevail over those in GC.
- 1.5. Any reference to “Agreement’ or ‘Deed’ shall be deemed to include all other documents (inter-alia GC, SC).
- 1.6. All the rights and authority available to SRFDCL under this RFP and all related documents shall be considered as also available to AMC.

2.0 Document Conventions

All words and phrases defined in GC are written as capitalised word and shall have the defined meaning.

3.0 Definitions

In the agreement or deed, unless the context otherwise requires:

- 3.1. “**Agreement**” (including the terms ‘Agreement to Lease-cum-Development Agreement’ or ‘Agreement to Lease’ or ‘Development Agreement’ or ‘Lease Deed’ or ‘Leave and Licence Agreement’ or ‘Agreement’ accepted/ acted upon by the bidder and/or allottee and/or developer and/or applicant in specific contexts), means a formal legal agreement in writing relating to the subject matter of Land Transaction, entered into between the AMC and the Allottee on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the applicable laws.
- 3.2. “**Allottee**” or “**Developer**” or “**Applicant**” means a company/ limited liability partnership/ joint venture/ public institution/ public sector units/ individual etc. who is selected under this RFP. It is hereby clarified that the selected bidder or any special purpose vehicle (SPV) or entity formed and/or appointed by the selected bidder in terms of RFP shall be deemed as Applicant.
- 3.3. “**Assisting Authority**” or “**Facilitating Authority**” means Sabarmati Riverfront Development Corporation Limited. SRFDCL shall facilitate and assist the entire process of land monetization for SRFD Project Area to AMC.

- 3.4. **“Bid”** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in specific contexts) means an offer to purchase the development rights and/or lease the land and/or land on leave and license basis and/or execution of development works as per the terms and conditions set out in a document inviting such offers/RFP.
- 3.5. **“Bidder”** (including the term 'Successful Bidder' in specific contexts) means a company/ limited liability partnership/ joint venture/ public institution/ public sector units/ individual etc. including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a tender process.
- 3.6. **“Built-up Area” or “BUA”** means the term as per the SRFD GDCR. It shall also include areas covered by a building on all floors including the cantilevered portions, if any, including walls and columns, except the areas specifically excluded as mentioned in SRFD GDCR.
- 3.7. **“Competent Authority”** means the Ahmedabad Municipal Corporation.
- 3.8. **“Day”, “Month”, “Year”** shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 3.9. **“Development Rights”** means the maximum permissible BUA that can be developed on a particular building Footprint as specified in the RFP issued by SRFDCL and which is in adherence to the SRFD GDCR and Master Plan.
- 3.10. **“Development Rights Price”** shall mean the price at which the Development Rights shall be granted to the Allottee/ Developer to develop the project for a particular building Footprint across category.
- 3.11. **“Footprint”** means, unless otherwise defined in the SRFD GDCR, the land surface area that a building structure occupies on the ground level and it shall be the perimeter of a building at the outer edge of the outside walls of the building including façade and wall finishes, including cantilevered portions of a building.
- 3.12. **“General Conditions”** means the General Conditions of Contract, also referred to as GC or GCC.
- 3.13. **“Government”** means the Central Government or a State Government as the case may be and includes any applicable local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority;

- 3.14. **“Intellectual Property Rights”** (IPR) means the rights of the intellectual property owner concerning a tangible or intangible assets. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical Indications (GI).
- 3.15. **“Master Plan”** or **“Development Plan”** means the development plan as notified / approved by GOG for the SRFD Project and amended from time to time.
- 3.16. **“Occupancy Certificate”** means the occupancy certificate, part occupancy certificate, building use permission, completion certificate (by whichever name called), issued by the Competent Authority, in respect of a project developed by a Developer.
- 3.17. **“Registered Valuer”** means an individual or an entity registered as a valuer with Insolvency and Bankruptcy Board of India.
- 3.18. **“Special Conditions”** means Special Conditions of Contract, which override the General Conditions, also referred to as SCC or SC.
- 3.19. **“SRFD GDCR”** means the General Development Control Regulations applicable to the SRFD Project Area and amended from time to time.
- 3.20. **“Successful Bidder”** means the Bidder to whom the Letter of Allotment (LOA) is issued by SRFDCL.
- 3.21. **“Transfer Fee”** means a nominal fee payable at the rate of 1% of applicable stamp duty on the transfer deed by way of assignment of leasehold rights in the land together with conveyance/sale of built-up premises and on all lease/ sub-lease transactions by any Allottee/ Developer and/or subsequent transferees or as may be revised from time to time by SRFDCL/ AMC.

4.0 Scope of Work

The scope of work with description, scope/ quantum, performance standards and quality outlined shall be as described in the request for proposal issued / published / floated by SRFDCL.

5.0 Governing Laws and Jurisdiction

- 5.1. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 5.2. The courts at Ahmedabad shall have the exclusive jurisdiction to decide any dispute arising out or in respect of the Agreement.

6.0 Communications

- 6.1. All communications under the Agreement shall be served by the parties on each other in writing, in English language and served in a

manner customary and acceptable in business and commercial transactions.

- 6.2. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

7.0 Successful Bidder's Obligation and Responsibilities

- 7.1. The Successful Bidder / Allottee shall comply with the provisions of RERA, Labour laws, GST and all other Acts, Rules, Regulations & Ordinances of State and Central Government and local authorities, as are applicable from time to time with respect to the development of the project and/or uses of premises.

7.2. Change in Constitution / Financial Stakes / Responsibilities of the Successful Bidder's Business

- 7.2.1. The Successful Bidder must proactively keep AMC/ SRFDCL informed of any changes in its constitution / financial stakes / responsibilities at all times:

- a) Prior to and during the term of the Agreement to Lease-cum-Development Agreement
- b) Prior to and during the term of the Lease Deed
- c) Prior to and during the term of the Development Agreement
- d) Prior to and during the term of Leave and License Agreement

- 7.2.2. Where the Selected Bidder/ Allottee is a partnership firm or SPV or JV, a new partner / entity shall not be introduced in the firm / SPV / JV except without the previous consent in writing of the SRFDCL, which may be granted by SRFDCL at its discretion and only upon execution of a written undertaking by the new partner / entity to perform the agreement and accept all liabilities incurred by the firm under the agreement before the date of such undertaking.

7.3. Obligations to Maintain Eligibility and Qualifications

- 7.3.1. The allotment has been awarded to the Successful Bidder on specific eligibility and qualification criteria.

- 7.3.2. The Successful Bidder is contractually bound to maintain such eligibility and qualifications during the execution of the Scope of Works/ development of project. Any change which would vitiate the basis on which the allotment was awarded to the Successful Bidder, should be pro-actively brought to

the notice of the SRFDCL within 7 days of it coming to the Successful Bidder's knowledge.

- 7.3.3. The Successful Bidder understands and accepts that in such situation whereby the eligibility and qualifications of the Successful Bidder gets vitiated during the time as described in 7.2.1. (a) to (d), the allotment to the Successful Bidder is liable to be cancelled and all the payments made by the Successful Bidder to SRFDCL shall be forfeited by SRFDCL.

7.4. Obligations to Complete the Development Works

- 7.4.1. The Successful Bidder is contractually bound to complete all the development works within the timeline specified.
- 7.4.2. The Successful Bidder understands and accepts that in such situation whereby it fails to complete the development within the specified and/or agreed timelines or voluntarily does not complete the development works then the allotment to the Successful Bidder is liable to be cancelled and all the payments made by the Successful Bidder to AMC / SRFDCL shall be forfeited by AMC / SRFDCL.

7.5. Assignment and Sub-contracting

- 7.5.1. The Successful Bidder shall not, save with the previous consent in writing of SRFDCL, sublet, transfer or assign the allotment and/or allotted land or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 7.5.2. Any violation of the above by the Successful Bidder (including any of its employees, agents, representatives, contractors, sub-contractors etc.) shall amount to the breach of conditions and the Successful Bidder understands and accepts that allotment shall be liable to be cancelled, development rights shall be forfeited and all the payments made by the Successful Bidder to SRFDCL shall be forfeited including availing of any other remedies by the SRFDCL against the Successful Bidder.

8.0 Force Majeure

- 8.1. On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Scope of Works/ performance of contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the AMC /

SRFDCL in writing, the Successful Bidder shall continue to perform its obligations under the Agreement as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 8.2. The timelines as agreed between the parties shall be liable for extension without penal charges upto the period of the Force Majeure event subject to the approval of the Competent Authority.

9.0 Bid Price, Taxes and Payment

Unless otherwise mentioned by AMC/ SRFDCL, the Bid Price quoted by the bidders shall be exclusive of all taxes and any taxes applicable shall be paid by the Successful Bidder at actuals and over and above the bid price.

10.0 Events of Default

- 10.1. Failure on the part of the Developer to pay SRFDCL the consideration for grant of Development Right, whereby such consideration is in arrears for a period of 60 (sixty) days whether the same shall have been legally demanded or not.
- 10.2. Any violation or non-compliance by the Developer or any of its transferee/ lessee/ sub-lessee, of terms and conditions of the Agreement and/or Lease Deed.
- 10.3. The Developer using or permitting or causing the use of the allotted land for purposes other than those as contemplated by the Agreement.
- 10.4. The Developer doing or permitting to be done any act, matter, deed or thing in violation of Applicable Law.
- 10.5. The Developer mortgaging, assigning or otherwise creating charge over its Development Rights in favour of any third party (save and except in favour of the lenders) otherwise than in accordance with the provisions of this Agreement.
- 10.6. The Developer fails to develop the project in terms of its proposal and/ or the plans approved and sanctioned by SRFDCL/ Competent Authority.
- 10.7. The Developer committing any other default as mentioned in the Agreement and/or Lease Deed.

11.0 No Partnership

It is being agreed and understood that the relationship between the Successful Bidder / Allottee and SRFDCL / AMC shall be on "Principal to Principal basis". Nothing contained herein shall be deemed or construed by and between the Parties, as creating or intending to create a relationship of

a partnership or a joint venture or an association of persons or an owner and an agent.

12.0 Timeline for Allottee/ Developer

12.1. The Allottee shall be liable to:

SN	Activity	Timelines
1	Return duplicate copy of LOA duly signed	7 (seven) days from the date of LOA
2	Submit performance security	30 (thirty) days from the date of LOA
3	Submit the building plan in prescribed manner along with requisite documents mentioned in SRFD GDCR for approval of the designated authority	6 months from the date of the LOA
4	Execute and register the Agreement to Lease-cum-Development Agreement (with possession) (the "Agreement" or "Agreement to Lease" or "Development Agreement") and/or Agreement to Lease (with possession) (the "Agreement" or "Agreement to Lease") with AMC	6 months from the date of the LOA
5	Commence the construction activity	12 months from the date of LOA
6	Complete the construction/development of the project (including obtaining of building use permission from the relevant statutory authority)	4 (four) years from the date of LOA

12.2. SRFDCL shall have all the right to impose penal charges and take necessary action in case of delay in commencement of development and / or completion of development of project by the Allottee.

13.0 Execution of Agreement

13.1. SRFDCL shall prepare the Agreement, in duplicate, and the preferred/ successful Bidder shall meet the SRFDCL during normal office hours on any working day to furnish the requisite details and performance security and get the documents for completion of all formalities of payment of stamp duty, execution and registration of

the Agreement (in Duplicate). The original Agreement shall remain with SRFDCL and the Duplicate shall be given to the Lessee.

- 13.2. Upon signing of the Agreement, the successful bidder/ Allottee will be entitled to commence the development activities therefrom as per the terms of RFP Document.

14.0 Execution of Lease Deed

- 14.1. The lease deed shall be executed with the successful bidder/ Allottee after realisation of requisite payments as per the terms of RFP Document from the successful bidder/ Allottee and upon completion of development by obtaining BU Permission or any other requisite permission from the concerned authority and receipt of total payment of Development Rights. Such lease deed shall be duly registered with the concerned Sub-Registrar of Assurances.
- 14.2. The Lease Deed shall be executed and registered in Duplicate. The original Lease Deed shall remain with SRFDCL and the Duplicate shall be given to the Lessee.

15.0 Raising of Finance by Allottee

The Allottee / Developer shall not be allowed to mortgage the allotted land and/or developments rights to raise finance from the bank or financial institutions for the development activity without prior written approval of Competent Authority.

16.0 Possession of Land

- 16.1. The possession of the land shall be given to the Allottee upon execution of the Agreement after fulfilment of the mandatory requirements as per the terms mentioned in RFP.
- 16.2. Upon execution of the Agreement to Lease between the Allottee/ Developer and AMC, the Allottee/ Developer shall be entitled to execute agreements to transfer as it deems fit in favour of the prospective buyers, end users / third parties and market under development or developed units, built up space or any premises of project over the project land to be given on lease, in accordance with prevailing market practices and compliance of Applicable Laws, rules, regulations and policies applicable thereto subject to payments payable to AMC.

17.0 Termination on Breach of the Agreement

- 17.1. In case of default by the Allottee, SRFDCL shall issue preliminary notice specify in reasonable detail the Event of Default to which such notice relates and call upon the Developer to cure or remedy the default within a period of 60 (sixty) days or such other extended time as SRFDCL may specify, from the date of receipt of the default notice to the Allottee/ Developer ("Cure Period").

- 17.2. Upon failure to cure the default within Cure Period, SRFDCL shall have the right to encash the performance security of the Allottee and issue a termination notice of 30 (thirty) days to the Allottee.
- 17.3. In case the Allottee cures the default on or before completion of 30 days' period to the satisfaction of SRFDCL and submits the fresh performance security for the requisite amount, the SRFDCL may consider the request and take necessary action to keep continue the contract.
- 17.4. In case the allotment to the Allottee is cancelled before lease deed, then all the payments made by the Allottee till then shall be forfeited unless otherwise decided by SRFDCL.

18.0 Effect of Termination

- 18.1. Upon termination all the rights granted under the Agreement shall stand revoked subject to third party rights already created in accordance with this Agreement. SRFDCL and/or lenders (in consultation with and through SRFDCL) shall be entitled to appoint a substitute entity and take consequential steps in accordance with this Agreement. The Developer shall thereupon remove materials, stores, implements lying in the Allotted Land area and vacate the Allotted Land (completely or partially developed, if any), within 60 (sixty) days from the date of termination, failing which SRFDCL shall have a right to enter upon the Allotted Land and the construction thereon. Upon termination of the Agreement SRFDCL shall have right to devolve all the rights on the Allotted Land to any other third party/ substitute entity as SRFDCL may deem fit and shall ensure compliance of existing contractual obligations.
- 18.2. Upon termination of the Agreement, SRFDCL shall be entitled to and exercise step in rights in full or part and appoint a substitute entity in respect of the project in consultation with lenders and/ or the lenders shall be entitled to exercise step in rights and appoint a substitute entity with prior consent of SRFDCL ("Substitute Entity").
- 18.3. The Substitute Entity shall take over the project at the market value as assessed by an independent valuer acceptable both to SRFDCL and the lenders or the value determined by auction, as the case may be.
- 18.4. Out of the proceeds received from the Substitute Entity, the lenders dues shall be paid in priority. After adjusting such dues, penalties and any other administrative and incidental expenses the balance amount, if any shall be paid to the Developer.
- 18.5. Subsequently, the Development Rights shall be novated in favour of the Substitute Entity appointed by SRFDCL and / or the lenders. The Developer shall thereupon remove materials, stores,

implements lying on the allotted land and vacate the allotted land within 45 (forty-five) days there from, failing which SRFDCL shall have a right to dispose them at the risk and cost of the Developer without paying any compensation by SRFDCL to the Developer.

- 18.6. On cancellation of the allotment, if the Allottee / Developer does not remove all the items lying on the land including the Allottee's / Developer's assets lying on the SRFD Project land, then such assets or items shall be removed by SRFDCL at the cost of the Allottee / Developer.
- 18.7. In case of any breach of conditions by the Allottee / Developer, AMC / SRFDCL shall be entitled to take necessary steps / actions for eviction of the Allottee / Developer / occupier from the premise as per the prevalent policy of AMC.
- 18.8. Notwithstanding anything contained hereinabove, in case the Developer will not be able or fails to develop or abandons the project in breach of the terms of the Agreement or otherwise, then SRFDCL shall have right to terminate the Agreement and to step in and take over the project and give it to other agency or operate on its own, without any liability of payment of damages or compensation, whatsoever.

Section-IV: Special Conditions (SC)

1. Timeline for Commencement of Development and Penalty

- a) The Allottee / Developer shall be liable to commence the construction activity within 12 months from the date of LOA.
- b) In case the Allottee/ Developer fails to start the construction of the Project within 12 months from the date of LOA, the Allottee/ Developer shall be liable to pay penalty for delay of each month at the rate of 2% of the total consideration amount of the Development Rights with a maximum of 10% of the total consideration of Development Rights. Additionally, SRFDCL shall have right to take any other necessary action.

2. Timeline for Completion of Development and Penal Charges

- a) The time for completion of development shall be 4 years from the date of Letter of Allotment.
- b) In case the Allottee/ Developer fails to complete the development within 4 years from the date of Letter of Allotment the Allottee/ Developer shall be liable to pay penal charges of minimum 10% of the total consideration amount of the Development Rights which may extend upto 25% of the total consideration amount of the Development Rights, as per the prevalent policy of SRFDCL, apart from any other necessary action by SRFDCL including forfeiture of Allotment, Development Rights and payments made so far, and any other necessary action.

3. Payment Timelines and Penal Interest

- a) Timeline for payment of Development Rights consideration shall be:

Year	Payment Tranches
Year-1 (Y1)	25% of total Development Rights consideration within 30 days from the date of LOA
	25% of total Development Rights consideration within 12 months from the date of LOA
Year-2 (Y2)	25% of total Development Rights consideration within 18 months from the date of LOA
	25% of total Development Rights consideration within 24 months from the date of LOA or submission of application for Occupancy Certificate (OC) or submission of application for Building Use (BU) permission, whichever is earlier.
The Allottee/Developer shall submit the Post Dated Cheques (PDC)	

for all the instalments as per the Payment Schedule.

Note for Discount: In case any Allottee / Developer makes the entire payment of total Development Rights consideration upfront within 45 days of issuance of Letter of Allotment, a discount of 10% shall be applicable on the total Development Rights consideration.

- b) In case the Allottee/ Developer fails to make the payment as per the timelines, the Allottee/ Developer shall be liable to pay penal interest on the outstanding payable amount upto the delayed period. The Penal Interest (simple interest) shall be calculated at 2 (two) times the RBI Bank Rate per annum, as prevailing from time to time. Additionally, SRFDCL/ AMC shall have right to take any other necessary action.
- 4. Transfer of Rights in Allotted Land and Built-up Premises by Allottee / Developer**

Notwithstanding anything contained under General Conditions (GC):

- a) Transfer Fee shall also be applicable on all lease / sub-lease transactions by the Allottee/ Developer and/or subsequent transferees.
- b) The Allottee / Developer shall not be allowed to mortgage the allotted land until execution and registration of Lease Deed. Moreover, the Allottee / Developer shall have to take prior written permission before creating any mortgage/ charge either on the Development Rights and/or leasehold rights, as the case may be.
- c) All the terms and conditions of the Lease Deed shall be mutatis-mutandis apply to all the sub-lessee/transferees.
- 5. Drainage, Water and Power:**
- a) Drainage connections will be provided in the already laid system. However, if the Developer wants/requires to construct the required package/captive STP, then, the same shall be part of the given Footprint Area.
- b) Water connection will be provided as per the prevailing Policy of AMC after having BU Permission.
- c) For the requirement of power connection if substation is required to be installed in the building, the space required shall be part of the given Footprint Area.

Section-V: Annexures & Formats**ANNEXURE-1: LETTER COMPRISING THE BID**

(On the letter head of *Bidder*/ Lead Member in case of a Consortium)

Date: _____

To,
Executive Director,
Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, "Riverfront House"
B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Marg (Riverfront Road - West)
Ahmedabad - 380009

**Sub: Bid for MIXED USE COMMERCIAL DEVELOPMENT (the
“Purpose”)**

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the RFP Documents and understood their contents and terms & conditions, hereby submit my/our Bid for the Purpose. The Bid/ Proposal is unconditional and unqualified.

- 1) I/We acknowledge that the SRFDCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the successful bidder for the Purpose. I/We further certify that all information provided in the Bid and in Annexures are true and correct; nothing has been omitted which may render such information misleading; and all documents accompanying our Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as lessee for the Purpose.
- 3) I/ We shall make available to SRFDCL any additional information it may find necessary or require to supplement or authenticate the Bid/ Proposal.
- 4) I/ We acknowledge the right of SRFDCL to reject our Bid/ Proposal 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.
- 5) I/ We certify that, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or

arbitration award, nor been expelled from any project or contract by any public authority or AMC or SRFDCL nor have had any contract terminated by any public authority for breach on our part.

- 6) I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by SRFDCL;
 - (b) I/ We do not have any conflict of interest in accordance with the terms of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as mentioned in the RFP document, in respect of any request for proposal issued by or any agreement entered into with SRFDCL 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 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.
 - (e) All the details/ undertakings/ declarations given by us along with the Application/ Proposal/ Bid in response to the RFP for the Purpose were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7) I/We understand that you may cancel the RFP Process at any time and that you are neither bound to accept any Bid/ Proposal that you may receive nor to invite the Bidders to Bid for the Purpose, without incurring any liability to the Bidders, in accordance with the RFP document.
- 8) I/We believe that we/our consortium members satisfy(s) the Qualification, Technical and Financial criteria and meet(s) the requirements as specified in the RFP document and I/We meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
- 9) I/We declare that we/any Member of the Consortium Members, or our/its Associates are not a Member of any other Consortium Members submitting a Bid for the Project.
- 10) I/ We certify that we/ any member of the Consortium or any of our/ their Associates 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 Purpose as lessee or which relates to a grave offence that outrages the moral sense of the community.

- 11) I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium Members or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.
- 13) We undertake that in case due to any change in facts or circumstances during the RFP Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate SRFDCL of the same immediately.
- 14) I/We hereby submit:
 - (a) Offer a EMD / Bid Security of Rs.____/- (Rupees ____only) in the form of Demand Draft in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/ Scheduled Bank and enclosed in the Envelope-1.
 - (b) RFP Document Fee of Rs.____/- (Rupees ____only) on non-refundable basis as Demand Draft drawn in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Scheduled/ Nationalized Bank enclosed in the Envelope-1.
 - (c) The Statement of Legal Capacity as per format provided at **Annexure-10** of the RFP Document.
 - (d) That Copy of the power of attorney for signing of Bid as per format provided at **Annexure-7** of the RFP/ Board Resolution.
 - (e) The power of attorney for Lead Member of consortium, as per format provided at **Annexure-9** of the RFP.
- 15) I/ We hereby agree that I/ we shall form/ incorporate a Special Purpose Vehicle (SPV) before execution of the Agreement to Lease-cum-Development Agreement(the “Agreement to Lease”) and shall maintain requisite paid-up equity shareholding as per the terms of RFP.
- 16) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SRFDCL on behalf of AMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in

- respect of the above mentioned Purpose/ project and the terms and implementation thereof.
- 17) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 18) I/ We certify that in terms of the RFP:
- (a) my/our Net worth is Rs. _____ (Rupees _____ Only) (in words) as on _____, 20____.
- (b) my/our Average Turnover of any 3 years from last 7 financial years (i.e. FY- _____) preceding Last Date for Submission of Bids/ Proposal is Rs. _____ (Rupees _____ Only)(in words).
- 19) In the event of my/our being declared as the successful Bidder, I/we agree to enter into the Agreement to Lease and Lease Deed. We agree not to seek any changes in the Agreement to Lease and/or Lease Deed and agree to abide by the same.
- 20) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical and/ or Financial Criteria is taken into consideration for the purposes of pre-qualification in accordance with this RFP, I/We shall inform SRFDCL forthwith along with all relevant particulars and SRFDCL may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Allotment (LOA), as the case may be.
- 21) I/We further acknowledge and agree that in the event such change in control occurs in contravention of the terms of RFP Documents, it would, notwithstanding anything to the contrary contained in the Agreement to Lease, be deemed a breach thereof, and the Agreement to Lease shall be liable at the discretion of the Authority to be terminated without the Authority being liable to us in any manner whatsoever.
- 22) I/We have studied all the Bidding Documents carefully and also surveyed the project site and analysed the site conditions, and other utilities, access to location, applicable law and regulations, location surroundings, any other matter which is relevant and the traffic. We understand that except to the extent as expressly set forth in the Agreement to Lease, we shall have no claim, right or title arising out of any documents or information provided to us by SRFDCL or in respect of any matter arising out of or relating to the RFP Process including the Letter of Allotment.
- 23) I/We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

- 24) The Bid/ Proposal is prepared by me/us after taking into consideration all the terms and conditions stated in the RFP Document, our own estimates of costs, technical & commercial viability and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. I/We undertake to abide by all the terms and conditions of the RFP Document and the submissions made in the Bid/ Proposal in case of award of project.
- 25) I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 26) I/We agree and undertake that all the members of the consortium would be jointly and severally liable for all the obligations of the successful bidder/ SPV under and in accordance with the RFP Document and the Agreement to Lease.

In witness thereof, I/we submit this Bid/ Proposal 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 related to consortium, if not applicable to it (in case of single bidder), shall be deemed as omitted or modified as necessary to reflect Bidder-specific particulars.

ANNEXURE-2: BIDDER INFORMATION**1. Bidder name and contact details:**

1. Name of Bidder: _____
2. Type of Bidder: (Proprietor/Partnership Firm/Company etc.) _____
3. Name of Authorized Representative: _____
4. Telephone No: _____
5. Mobile No: _____
6. Alternate Number: _____
7. E-mail: _____
8. Registered Office Address: _____
9. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities for the project/
Purpose: _____

****In case of Joint Venture - The information above (1-9) should be provided for all the members of the Consortium.***

2. To be Enclosed:

- a) Documents certifying Bidder's legal status i.e. Certificate of Incorporation/Registration
- b) Latest brochures/organization profiles etc.
- c) The bidder shall appoint an authorized signatory for signing the bid and acting as representative. The requisite authorization of this person in the form of Board Resolution/Partners Resolution or Power of Attorney (POA) will be required to be attached with the qualifying bid. POA shall be as per the format specified in Annexures given below.
- d) Audited Financial Reports during any 3 years (i.e. FY- _____) from last 7 financial years.
- e) Any other additional information found necessary by the bidder relating to the RFP

- f) The following information shall also be provided for each member of the Consortium/Group:

No.	Particulars	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the Central/State Government/Corporation, or any entity controlled by it/them, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

- g) A statement by the Bidder and each of the members of its consortium/group (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration (Attach extra sheets, if necessary)

Note: All provisions contained shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

ANNEXURE-3: TECHNICAL CAPACITY OF THE BIDDER

Sr. No.	Bidder Type	Experience in developing and completing project of Office Building / Mixed Use Commercial Development / Shopping Mall / Hospitality developments during the last 6 (six) years before the bid due date
1	Single Entity Bidder	
For Consortium Bidder in Joint Venture		
1	Consortium Member 1	
2	Consortium Member 2	
3	Consortium Member 3	

NOTE:

1. A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single Entity Bidder may be ignored.
2. Provide details of only those projects that have been undertaken by the Bidder under its own name and/or by any member of the consortium eligible as per this RFP.

ANNEXURE-4: FINANCIAL CAPACITY OF THE BIDDER

Name of the Bidder:

Sr. No.	Financial Year	Bidder Type	Annual Turnover (Rs. Cr.)	Net Worth (Rs. In Cr.)
		Single Entity Bidder		
		For Consortium in Joint Venture		
		Member 1		
		Member 2		
		Member 3		
		Member 4		

CERTIFICATE FROM THE STATUTORY AUDITOR

This is to certify that _____ (*name of the Bidder*) has net worth and an average annual turnover as shown above during the three financial years from the last seven financial years.

Name of Authorized Signatory: _____

Designation: _____

Name of firm: _____

(Signature of the Authorized Signatory)
Seal of the Firm

Note:

The Bidder shall provide a Statutory Auditor's Certificate specifying the net worth and turnover of the Bidder including consortium members.

ANNEXURE-5:FORMAT FOR PERFORMANCE SECURITY

(To be executed on Stamp paper of appropriate value)

To,

The Executive Director,
Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, "Riverfront House,
Behind H.K. Arts College, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Maharaj Marg (Riverfront – West),
Ahmedabad – 380 009

WHEREAS <Name of Bidder><Registered office address>(hereinafter referred to as "the **Bidder**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-title and permitted assignees) has undertaken, in pursuance of Letter of Allotment (No. _____) dated _____ for MIXED USE COMMERCIAL DEVELOPMENT (hereinafter referred to as the "**LOA**" or "**Contract**").

AND WHEREAS it has been stipulated by you in the LOA that the Bidder shall furnish you with a Bank Guarantee by any Nationalized/Scheduled Bank located in India for the sum specified therein as Performance Security for due and faithful compliance of his/ its obligation in accordance with the contract/ RFP Documents.

AND WHEREAS we _____ (*name of the Bank*) having office at _____ have agreed and hereby give you Bank Guarantee, as aforesaid.

NOW THEREFORE we hereby affirm that we are the Guarantor and liable to pay you, as an amount, up to a total of Rs. _____/- (Rupees _____ Only), notwithstanding anything to the contrary, as contained in the contract/ RFP Document, we hereby irrevocably, unconditionally and without reservation agree that your decision as to whether the Bidder has made any such default(s)/breach(es) in due and faithful fulfillment and compliance of the terms and conditions of the Contract/ RFP Documents, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, and we undertake to pay, as our primary obligation, you, upon your first written demand and without any cavil, argument, contest, demur, reservation, recourse or protest and without reference to the Bidder whatsoever any sum or sums within the limits of Rs. _____/- (Rupees _____ Only) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. Such sum being payable in Indian National Rupees in which the contract price is payable.

We hereby waive the necessity of your demanding the said debt from the Bidder before making the demand from us.

We further agree that no change or addition to or other modification of the terms of the Contract/ RFP document or the works to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank hereby, unconditionally and irrevocably, guarantees and affirms that in order to give effect to this Guarantee, Sabarmati Riverfront Development Corporation Limited (SRFDCL) on behalf of Ahmedabad Municipal Corporation (AMC) shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee;

It shall not be necessary, and the Bank hereby waives any necessity, for SRFDCL to proceed against the Bidder before presenting to the Bank its demand under this Guarantee;

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by SRFDCL on behalf of AMC in respect of or relating to the Contract or of the works/ project or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the Agreement to Lease-cum-Development Agreement/ Lease Deed;

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of SRFDCL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank;

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

We undertake that on receipt of your demand we shall forthwith make payment of sum demanded by you regardless of any difference or dispute the Bidder may have with you on any issue regarding non-performance of the Contract.

The guarantee shall be valid up to _____ or 24 months from the date of LOA plus three months, whichever date is later, and we undertake to extend this guarantee, if the period is extended by SRFDCL.

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

SIGNATURE AND SEAL OF THE GUARANTOR: _____

NAME OF BANK _____

ADDRESS _____

Note: Please note that no additions, deletions or alterations (save and except filling in blanks) regarding the contents of this Form shall be made to the

Performance Security to be furnished by the Bidder, if any are made, this Bank Guarantee may not be accepted and shall be rejected by SRFDCL.

ANNEXURE-6: FORMAT FOR FINANCIAL BID

Financial Bid shall not be submitted in the physical form and it is to be submitted online only.

Date: _____

To,
The Executive Director
Sabarmati Riverfront Development Corporation Limited (SRFDCL),
Ahmedabad

Subject: Financial Bid with respect to RFP MIXED USE **COMMERCIAL DEVELOPMENT**

Dear Sir,

With respect to above mentioned subject, our financial bid (exclusive of all taxes, duties, cesses etc.) is as per the following table. I have thoroughly read and understood the RFP Documents and all the terms conditions and agree to abide by the same. I offer the following:

No.	Description	Proposed Bid Price in "Figures"*	Proposed Bid Price in "Words"*
1	Bid Price per square metres of Built-up Area for purchase of the Development Rights.		

*** Instructions for the Financial bid**

- (1) The bidder shall quote the proposed bid price in the third and fourth column of the given table (in figure and in words).
- (2) The Financial Proposal submitted by the bidders shall be exclusive of any applicable taxes, duties, etc.
- (3) The above payment shall be made over and above the lease rent and other payments payable by the Bidder as per the terms of RFP Documents.
- (4) The bidder shall be required to visit and satisfy himself as to the location, likely development costs and market potential of the location of the proposed Footprint available for lease.
- (5) GST shall be borne by AMC/ SRFDCL.

ANNEXURE-7: FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID

(On Requisite Stamp Paper)

Know all men by these presents, We _____ (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium/Company and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid/ Proposal for the including but not limited to signing and submission of all Bids/ Proposals, bids and other documents and writings, participate in pre-bids and other conferences and providing information/responses to SRFDCL, presenting us in all matters before SRFDCL, signing, execution and registration (as applicable) of all contracts including the acceptance of LOA, Agreement to Lease-cum-Development Agreement, Lease Deed and undertakings, consequent to acceptance of our bid, and generally dealing with SRFDCL in all matters in connection with or relating to or arising out of our bid and presenting before the concerned authorities for registering the Agreement to Lease-cum-Development Agreement and/or Lease Deed, for the said project/ Purpose and/or upon award thereof, to us and/or till the execution of Agreement to Lease-cum-Development Agreement and Lease Deed with AMC.

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

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

For _____
(Signature, Name, Designation and Address)
[Notarized]

Witnesses:
1. _____
2. _____

Accepted

(Signature)
(Name, Designation of the Attorney)

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-8: JOINT BIDDING AGREEMENT
(Consortium Agreement)
 (to be executed by the Members)
 (On Requisite Stamp Paper)

This JOINT BIDDING AGREEMENT is entered into at _____ on this the _____ day of _____, 20_____

AMONGST

1. {_____ Limited, a company within the meaning of the Companies Act, 2013 having its Corporate Identity Number (CIN): _____ and having its registered office at _____ (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assignees)

AND

2. {_____ Limited, a company within the meaning of the Companies Act, 2013 having its Corporate Identity Number (CIN): _____ and having its registered office at _____ (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assignees)

AND

3. {_____ Limited, a company within the meaning of the Companies Act, 2013 having its Corporate Identity Number (CIN): _____ and having its registered office at _____ (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assignees)}

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

WHEREAS

- (A) Sabarmati Riverfront Development Corporation Limited (SRFDCL) having registered office at 2nd Floor, Riverfront House, Behind H K College Pujya Pramukh Swami Maharaj Marg, Riverfront (West), Ahmedabad – 380009, Gujarat (India) (referred to as the “**SRFDCL**” which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assignees) on behalf of Ahmedabad Municipal Corporation (AMC) has invited Bids (the “**Bids**”/ “**Proposals**”) by its Request for Proposal No. _____ dated _____ (the “**RFP**”) for

selection of lessee for “MIXED USE COMMERCIAL DEVELOPMENT” as per the terms of RFP (“**Project**” or “**Purpose**”).

- (B) The Parties hereto are commonly interested in jointly bidding for the Project as members of a Consortium in accordance with the Terms and Conditions of the RFP Document and other bid documents in respect of the Project.
- (C) Each Party has studied and examined the RFP Document and contents thereof and thereafter have joined and commonly decided to participate in the Bidding Process for this Project.
- (C) It is a necessary condition under the RFP that the Members of Consortium will enter into a Consortium Agreement and furnish a copy of it with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Companies Act, 2013 for entering into a Agreement to Lease-cum-Development Agreement and Lease Deed with AMC for the purpose of executing the Project and for performing all its obligations as the successful bidder/ Allottee in terms of the RFP.

4. Role of the Parties

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

- a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and as per the terms of the Agreement to Lease-cum-Development Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall {define the role of the party}
- c) Party of the Third Part shall {define role of the party}

5. Joint and Several Liabilities

- 5.1 The Parties do hereby undertake to be jointly and severally responsible and liable for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP Documents and the said Agreement to Lease-cum-Development Agreement, during the entire lease period in accordance with RFP Documents and the said Agreement to Lease-cum-Development Agreement.
- 5.2 The Parties further undertake to be jointly and severally liable to SRFDCL/AMC, to perform all their contractual obligations in terms of the said Agreement to Lease-cum-Development Agreement and Lease Deed.

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
 - First Party:_____
 - Second Party:_____
 - Third Party:_____
- 6.2 The members whose technical and/or financial capacity have been considered for qualification shall individually have and hold at least 26% each and collectively hold at least 51% of the subscribed and paid-up capital of the SPV until the completion of the Project (“**Shareholding**”).“Completion” means when the Occupancy Certificate is issued by the competent authority for the Project.
- 6.3 If the Parties needs to change the Percentage of the Shareholding during the lease period, the Parties shall obtain prior written consent from SRFDCL for the same.

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

7. Representations of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, license, grant, License or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

- 9.1 This Consortium Agreement shall be governed by the laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of SRFDCL.
- 9.3 The competent courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Consortium Agreement.

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

For and on behalf of
LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART by:

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART by:

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

Instruction:

1. *The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power to execute this Agreement on behalf of the Consortium Member.*
3. *For a Consortium Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**ANNEXURE-9: FORMAT OF POWER OF ATTORNEY FOR LEAD
MEMBER OF CONSORTIUM**

(On Requisite Stamp Paper)

Whereas the Sabarmati Riverfront Development Corporation Limited (“SRFDCL”) on behalf of Ahmedabad Municipal Corporation (AMC) has invited Bids/ Proposals from interested parties for the selection of a lessee/ developer for “MIXED USE COMMERCIAL DEVELOPMENT” (the “**Project**” or “**Purpose**”).

Whereas, _____, _____ and _____ (collectively the “**Consortium**” or “**Joint Venture**”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

For _____
(Signature)

.....
(Name & Title)

For _____
(Signature)

.....
(Name & Title)

For _____
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
2.....

(Executants)

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

Instructions:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
(2) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.
(3) For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE-10: STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder/Lead Member of Consortium)

Date: _____

To,
Executive Director,
Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, "Riverfront House"
B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Marg (Riverfront Road - West)
Ahmedabad - 380009

Sub: Bid for MIXED USE COMMERCIAL DEVELOPMENT

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

Authorized Signatory
For and on behalf of _____

ANNEXURE-11: ANTI COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of our Proposal for the MIXED USE COMMERCIAL DEVELOPMENT, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

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

(Name of the Bidder)

(Signature of the Authorized Person)

(Name of the Authorized Person)

**ANNEXURE-12: UNDERTAKING REGARDING
LITIGATION/ARBITRATION**
(To Be Furnished on Company/ Lead Member Letter Head)

To,
Executive Director,
Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, "Riverfront House"
B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Marg (Riverfront Road - West)
Ahmedabad - 380009

Sub: Bid for MIXED USE COMMERCIAL DEVELOPMENT

Dear Sir,

We hereby confirm and declare that we, M/s _____, does not have any litigation/Arbitration History with any Government Department/Public Sector Undertaking/Private Sector/or any other agency for which we have Executed/Undertaken the works/Services during the last 5 years.

Thanking you,

Yours faithfully,

Authorized Signatory
For and on behalf of _____
Date:

ANNEXURE-13: FORMAT FOR BID SECURITY
(To be executed on Stamp paper of appropriate value)

B.G. No. _____

Dated: _____

1. In consideration of you, Sabarmati Riverfront Development Corporation Limited (SRFDCL), having its office at 2nd Floor, “Riverfront House, Behind H.K. Arts College, Between Gandhi & Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront – West), Ahmedabad – 380 009, Gujarat (hereinafter referred to as the “SRFDCL”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid/ proposal of _____, a company registered under provision of the _____ and having its registered office at _____ [and acting on behalf of its consortium] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the “_____” (hereinafter referred to as the “Project”) pursuant to the RFP document No. _____ dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents” or “RFP Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of RFP Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to SRFDCL an amount of Rs. _____/- (Rupees _____ only) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder fails to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the SRFDCL stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest, question or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of SRFDCL is disputed by the Bidder or not, merely on the first demand from SRFDCL stating that the amount claimed is due to SRFDCL by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made by SRFDCL, on the Bank shall be conclusive as regards amount due and payable by the Bank under this

- Guarantee regardless of any difference or dispute that SRFDCL may have with the Bidder in this regard. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____/ - (Rupees _____only).
3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date/ Last date of Submission of Bid/ Proposal or for such extended period as may be mutually agreed between the SRFDCL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
 4. We, the Bank, further agree that the SRFDCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the SRFDCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the SRFDCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
 5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 6. In order to give full effect to this Guarantee, the SRFDCL shall be entitled to treat the Bank as the principal debtor. The SRFDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Allotment by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the SRFDCL, and the Bank shall not be released from its liability under these presents by any exercise by the SRFDCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the SRFDCL or any indulgence by the SRFDCL to the said Bidder or by any change in the constitution of the SRFDCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for SRFDCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the SRFDCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

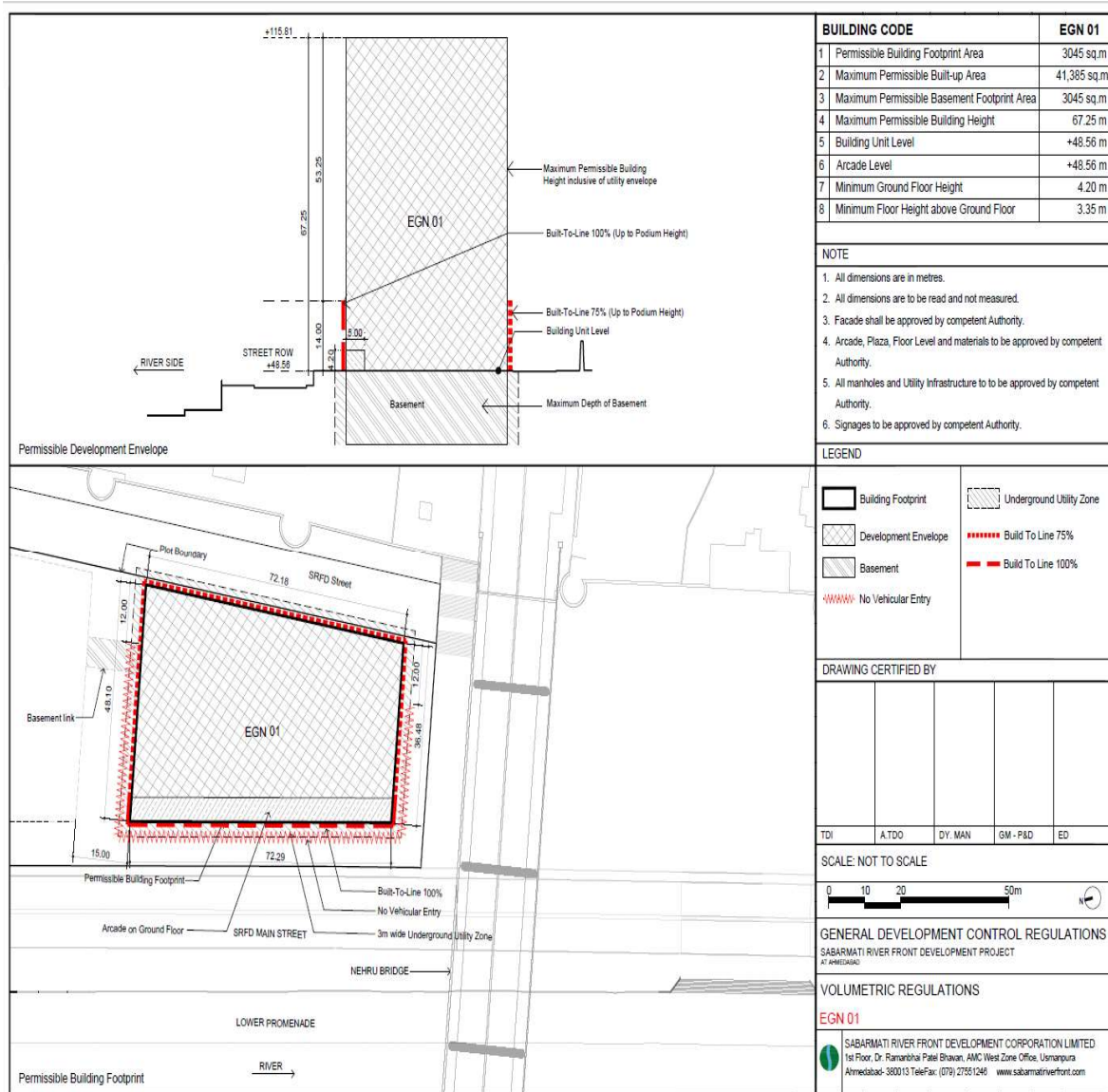
SIGNATURE AND SEAL OF THE GUARANTOR: _____

NAME OF BANK _____

ADDRESS _____

Note: Please note that no additions, deletions or alterations (save and except filling in blanks) regarding the contents of this Form shall be made to the Bid Security to be furnished by the Bidder, if any are made, this Bank Guarantee may not be accepted and shall be rejected by SRFDCL.

ANNEXURE-14: LAYOUT OF FOOTPRINT AREA AND VOLUMETRIC GUIDELINES



ANNEXURE-15: KEY MAP-EGN-01

