



Gujarat Industrial Development Corporation
A Government of Gujarat Undertaking

E-Auction for developing 5 Star Hotel in Sanand Estate -Gujarat Industrial Development Corporation



Notice for E-Auction
September 2023

Gujarat Industrial Development Corporation

Block 3,4,5, Udhyog Bhavan, Sector-11,
Gandhinagar 382 011,
Gujarat, India.

Duration for registration of the Bidder and payment of EMD and Processing Fees			Dt.19/09/2023 to Dt. 30/09/2023 (Up to 18:00 hrs (IST))		
Processing Fees (Nonrefundable)			Processing Fees For each bid is Rs.1180/-		
E- Auction Notice No.	Details of plot	Plot area (Sq.mts.)	Base Rate Rs.(Per sq.mtr)	EMD in INR.	Date of E-Auction
TBD	Commercial Plot in Sanand Estate Plot No. - SM-39/5	20,168.54 sq.mt. (Tentative)	9700	5% of Base Rate Rs. 97,81,742/-	E-Auction starts at 11:00 hrs on Dt. 09/10/2023 Auction ends at 11:30 hrs on Dt. 09/10/2023

- For further information, please read details on (n)code website <https://e-auction.nprocure.com>
- Bidders/Applicant/s will have to register and create their user ID on <https://e-auction.nprocure.com>
- Timelines, notifications, updates and other details for the e-auction process are also available on the website of <https://gfdc.gujarat.gov.in/> →
- Timelines for the procedure as mentioned below.

Sr. No.	Description	Date
1	Issuance of Advertisement	11 th September 2023
2	Submission of queries	14 th September 2023
3	Pre-Bid Meeting	18 th September 2023
4	Submission of Documents / Payment of EMD	30 th September 2023
5	Technical Scrutiny & Declaration of Eligible Bidders	4 th October 2023
6	E-Auction Date	9 th October 2023

- In any circumstances if any change or amendment in auction procedure and timelines is required, it will be published on GIDC web site <https://gfdc.gujarat.gov.in/> and (n)code website <https://e-auction.nprocure.com> for bidder acknowledgement.
- The bidders are requested to check the GIDC website and (n)code website periodically during the auction process, for update.
- The bidders are requested to refer the Land Allotment Policy and Land Pricing Policy of GIDC which is governing document for carrying out the Auction and terms and conditions for the pre and post Allotment stages.

Date:- 06.09.2023

sd/-

Vice Chairman & Managing Director,
Gujarat Industrial Development Corporation

DISCLAIMER

The information contained in this Notice for E-Auction or subsequently provided to Bidder(s)/ Applicant/s, whether verbally or electronically or in documentary or any other form, by or behalf of GIDC or any of their employees or advisors, is provided to Bidder(s)/ Applicant/s on the terms and conditions set out in this Notice for E-Auction and such other terms and conditions subject to which any information is subsequently provided.

This notice for E-Auction is neither an agreement nor invitation to offer by GIDC to the prospective Bidders or any other person. The purpose of this Notice for E-Auction is to provide interested parties with information that may be useful to them in the formulation of their offer pursuant to this Notice for E-Auction (the “Bid” or “Proposal”). This Notice for E-Auction includes statements, which reflect various assumptions and assessments arrived at by GIDC in relation to the auction of plots with permissible built-up area at the site of plots specified under this Notice for E-Auction. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Notice for E-Auction may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check and be satisfied on the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Notice for E-Auction and obtain advice from appropriate sources as it may deem fit and take independent decision in respect thereof.

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

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

GIDC also accepts no liability of any nature, whatsoever, whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained

in this Notice for E-Auction.

GIDC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Notice for E-Auction.

The issue of this Notice for E-Auction does not in any way imply that GIDC is bound to allot the plots to the successful Bidder/ Applicant, as the case may be, for the plots and GIDC reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

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

DESCRIPTION OF E-AUCTION PROCESS / INSTRUCTION TO BIDDER/ APPLICANT/S

1. GIDC has adopted online E-Auction process for allotment to highest Bidder/ applicant. The Bidder/Applicant/s are required to submit their application along with necessary documents on nprocure website. The Bidder/Applicant/s shall create their user id by registering on E-Auction portal on the given website. Only eligible Bidder/Applicant/s as selected by GIDC will get opportunity to participate in E-Auction on the online portal of nprocure (<https://e-auction.nprocure.com>) on 09/10/2023.

2. **The details of the subject Plot is as under:**

E-Auction Notice No: GIDC/EAuction/

PLOT 39/5, Sanand Estate - FOR HOTEL

a. **Plot No:** SM-39/5

b. **Land/ Plot Area:** 20,168.54 sq.mt. (Tentative). (The plot/land shall be allotted to the successful bidder in as is where is basis)

c. **Site Address:** Plot no SM-39/5, Sanand Industrial Estate, Near Shiyawada Cross Road GIDC, Sanand.-382170 (**Location: 23°00'21.5"N 72°14'59.6"E**).

d. **Land Use Zone:** Commercial

e. **Total Permissible Construction Area**

Maximum permissible FSI is 1.6 on this plot as per the GDCR of GIDC placed at **Annexure C**.

f. **Maximum Permissible Height of the Building:** Upto 13 Mtrs. (As per provision of GDCR of GIDC)

g. **Minimum Amount of the Plot:**

Base price for this plot is 9700 Rs. Per sq.mtr. During Auction process, the Bidder/Applicant/s should quote their proposal/ bid/ tender over and above the minimum amount of plot in the multiples of Rs. 50/- per sq meter;The price quoted by the Bidder/Applicant/s below the minimum price of plot shall be rejected automatically.

h. **Proposed Use of Plot:**

5 Star Category Hotel along with ancillary uses for the same.

i. **Conditional Use subject to Special Permit from GIDC:**

Conditional use will be as per GDCR of GIDC.

j. **Lease Period:** 99 years from the date of possession of the Plot

- k. **Conditions for Lease and Development of Plot:** Certain terms and conditions for Lease and Development of Plot are described in Land Allotment Policy of GIDC. The Land Allotment Policy of GIDC is placed at <https://gdc.gujarat.gov.in/Pages/Contents/Pre%20Allotment>.

3. Payment Terms and Other Conditions

- a. The bidders will have to first register for participation in e-auction on <https://e-auction.nprocure.com>
- b. Duration for registration, payment of Earnest Money Deposit (EMD), payment of Administration charge and submission of documents is from 11/09/2023 to 30/09/2023
- c. Further information about registration and participation is available on (n) code website <https://e-auction.nprocure.com>. Timelines, notifications, updates and other details are published on the GIDC website www.gdc.gujarat.gov.in.
- d. Bidders are required to pay Earnest Money Deposit (EMD) and Administration charge of Rs. 1180/- for the plot going to bid for and also upload the necessary documents on the e-auction portal.
- e. As per GIDC policy Bidder shall pay bid amount within 30 days, the extension in the payment may be extended by the GIDC for another 60 days subject to payment of applicable interest as per policy.
- f. Bidding for the plot will start on the auction date 09/10/2023 from 11:00 hrs till 09/10/2023 to 11:30 hrs.
- g. GIDC reserve the rights to change or amend the auction proceedings during the registration and bidding.
- h. The details of changes if any will be published on GIDC website www.gdc.gujarat.gov.in and (n) code website <https://e-auction.nprocure.com>
- i. Plot auction is for allotment on as is where basis. Bidders may check all the parameters pertaining to the plot prior to the bidding
- j. For Commercial Properties, GST as applicable as per the Government norms to be paid for the land cost.
- k. GIDC also reserve the rights to accept or reject the bids.
- l. The Regional Manager, Ahmedabad may be contacted for any query or clarification needed. Contact details are Plot no SM-39/1, Sanand Industrial Estate, Opposite Ford Plant, Near

Shiyawada Cross Road GIDC, Sanand.-382170, E-mail: rmahd2@gidcgujarat.org.

- 4. Conditions of Allotment of Site:** The Bidders shall refer to the Land Allotment Policy of GIDC.
- 5.** Any addendum issued by GIDC subsequent to this document, but before the Due Date, will be deemed to form part of the bidding documents.
- 6.** During the registration period of the auction process, Bidder/ Applicant/s are invited to examine the location of the plot and other related factors in detail at their cost, such studies as may be required before submitting their respective Bids.
- 7.** The Bidder/ Applicant/s are encouraged to submit their respective Bids after visiting the plot site and ascertaining for themselves the site conditions, market, connectivity, location, surroundings, climate, weather data, applicable laws and regulations, and any other matter Considered relevant by them; and obtain advice from appropriate sources as it may be deemfit and take independent decision in respect thereof on their own cost and responsibility.
- 8.** It shall be deemed that by submitting the Bid, the Bidder/ Applicant/s has:
 - a. made a complete and careful examination of the Notice for E-Auction and Land Allotment Policy;
 - b. received all relevant information requested from GIDC;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Notice for E-Auction or furnished by or on behalf of GIDC relating to any of the matters referred herein;
 - d. agreed to be bound by the terms and undertakings provided by it under and in terms hereof;
 - e. satisfied itself about all matters, things and information including matters referred herein necessary for obtaining lease of the plot and performance of all of its obligations relating thereto; and
 - f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Notice for E-Auction or ignorance of any of the matters referred herein shallnot be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from GIDC, or a ground for termination of the lease;
- 9.** GIDC shall not be liable for any omission, mistake or error on the part of the Bidder/ Applicant/s in respect of any of the above or on account of any matter or things arising

out of or concerning or relating to the Notice for E-Auction or the Auction Process, including any error or mistake therein or in any information or data given by GIDC;

- 10.** Notwithstanding anything contained in this Notice for E-Auction, GIDC reserves the right to accept or reject any Bid and to annul the Auction process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that GIDC rejects or annuls all the Bids, it may, in its discretion, invite all Bidder/ Applicant/s to submit fresh bids hereunder.
- 11.** GIDC reserves the right to reject any Bid if:
 - a. at any time, a material misrepresentation is made;
 - b. If disqualification/rejection occurs after the bids have submitted and the Successful Bidder gets disqualified / rejected, then GIDC reserves the right to declare the next ranking Bidder/ Applicant/s as the Successful Bidder; or take any such measure as may be deemed fit in the sole discretion of GIDC, including annulment of the auction process;
- 12.** GIDC reserves the right to verify all statements, information and documents submitted by the Bidder/Applicant/s in response to the Notice for E-Auction. Failure or omission of GIDC to undertake such verification shall not relieve the Bidder/ Applicant/s of its obligations or liabilities hereunder nor will it affect any rights of GIDC there under;
- 13.** The Bid and all related correspondence and documents in relation to the Auction process shall be in English language. Supporting documents and printed literature furnished by the Bidder/ Applicant/s with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder/ Applicant/s. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 14.** The Bidder/ Applicant/s shall provide all the information sought under this Notice for E-Auction. GIDC will evaluate only those Bid that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection;
- 15.** All documents and other information supplied by GIDC or submitted by a Bidder/ Applicant/s to GIDC shall remain or become the property of GIDC. The Bidder/ Applicant/s are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 16.** Save and except as provided in this Notice for E-Auction, GIDC shall not entertain any correspondence with any Bidder/ Applicant/s in relation to the acceptance or rejection of any Bid;

- 17.** To facilitate evaluation of Bids, GIDC may, at its sole discretion, seek clarifications from any Bidder/ Applicant/s regarding its Bid. Such clarification(s) shall be provided within the time specified by GIDC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 18.** The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to GIDC under this Notice for E-Auction or otherwise, under the following conditions:
- a. If a Bidder/ Applicant/s engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b. If a Bidder/ Applicant/s withdraws its bid after selection as the Successful Bidder
 - c. In the case of Successful Bidder, if it fails within the specified time limit:
 - i. Failure to make payment of consideration in accordance with the payment schedule mentioned herein;
 - ii. to sign the Lease Deed in duplicate; or
 - iii. In case the Successful Bidder, having signed the Lease Deed commits any breach specified herein and/ or therein.
 - iv. in case, the source of the fund of the preferred bidder was found illegal and/or terror funding, or found to be unlawful sources.
- 19.** In submitting a Bid, Bidder/ Applicant/s understands that GIDC will determine at its sole discretion which Bid, if any, is accepted. Bidder/ Applicant/s waives any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with the selection. GIDC reserves the right to allot the plot for lease to the Bidder/ Applicant/s whose bid is deemed to be the most advantageous in meeting the specifications of the Notice for E-Auction. In addition, GIDC reserves the right to add or waive any requirements contained in this Notice for E-Auction at its sole discretion with regard to bid submitted. GIDC decision on allotment of plot on lease to the Successful Bidder/ Applicant/s shall be final and binding on all the Bidder/ Applicant/s;
- 20.** Any information contained in the Bid shall not in any way be construed as binding on GIDC, its agents, successors or assigns, but shall be binding against the Bidder/ Applicant/s if the plot is subsequently allotted to it on the basis of such information;
- 21.** If any information furnished by the Bidder/ Applicant/s is found to be incomplete, or contained in formats other than those specified herein, GIDC may, in its sole discretion, exclude such Bidder/ Applicant/s from the auction;

- 22.** Auction should be governed by applicable laws of GIDC, State Government, Govt. of India and other laws applicable to the bidder in their territory.
- 23.** GIDC reserve right to withdraw plot from the auction at any stage or to cancel the auction process without assigning any reason.
- 24.** The bid shall be for the amount of the premium offered for the definite lease hold rights in the plot. The plot is being auctioned on “as is where is basis”.
- 25.** GIDC may, for reasons to be recorded in writing, reject any bid including the highest bid.
- 26.** For the purpose of allotment all terms, conditions and decisions of the GIDC will be final. In case any dispute arises for the process and condition of auction, decision of the GIDC will be final.
- 27.** GIDC may stop or cancel the auction process at any time without giving any reasons.
- 28.** After completion of all the aforesaid compliances, the physical possession of plot shall be handed over to the lessee by GIDC as per the terms and conditions of Land Allotment Policy of GIDC.
- 29.** Upon receipt of all the payments and consideration as per the terms and conditions of this Notice for E-Auction and the Offer cum Allotment (OCA) Letter, the Successful Bidder shall execute the Lease Deed in the standard format of GIDC (issued to successful bidder separately) with GIDC and the same shall be registered with the concerned Sub-Registrar of Assurances, in Duplicate. The original Deed shall be retained with the Successful Bidder/lessee and the Duplicate shall be handed over to the GIDC; The entire cost of such Lease Deed including registration fees/Stamp Duty / Charges etc. shall be borne by the Successful Bidder/Lessee.
- 30.** The Courts at Gandhinagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the auction process.
- 31.** In case of any question or dispute arises during the auction process, the decision of Competent Authority (Vice Chairman & Managing Director) shall be final and binding to all the Applicant/s.
- 32.** It shall be deemed that by submitting the Bid, the Bidder/ Applicant/s agrees and releases GIDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the auction process, to the

fullest extent permitted by the applicable laws and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

33. All the payments shall be in Indian Rupees (INR) only.

34. The Bidder/ Applicant/s shall abide by all applicable laws including Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders/ circular of Gujarat Industrial Development Corporation or of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time, and the other laws applicable to the entity of its own territory.

35. Selection of Successful Bidder

a. The Bidder/ Applicant/s submitting highest amount for lease of Plot over and above to the minimum amount of plot mentioned herein shall be selected as the Successful Bidder for the purpose of this Notice for E-Auction (the “Successful Bidder”);

b. All the necessary documents shall be uploaded by bidder in given time duration as prescribed in Annexure – A.

c. After selection of the Successful Bidder, the land allotment processes conducted as per the terms and conditions of Land Allotment Policy of GIDC. Accordingly, the Offer cum Allotment (OCA) letter will be issued to successful bidder.

d. Successful Bidder should have to submit the following additional documents at the time of application.

(i) Certified copy of the electricity bill/ telephone bill/ Municipal property tax bill of his/her/their residence; and

(ii) The electricity bill/ telephone bill/ Municipal property tax bill of residence in foreign territory (along with English translation in case of document is in the language other than English) together with copy of the passport and identity proof _____ in testimony to prove my residence as citizen of _____ of _____ country, in accordance with the Hague convention and applicable laws in India. (applicable incase of foreign citizen(s) only)

(iii) Documents shall be fully signed and with all details.

e. Successful bidder/Applicant/s other than individual submit the following:

i) Certified copy of registration with the regulatory authority;

- ii) Certified copy of constitutional documents;
- iii) Certified copies of documents/ papers evidencing legal existence of the entity/ institution/ body corporate;
- iv) Certified copies of applicable by-laws, if any;
- v) English translation of all the documents (in case of documents/ papers are in language other than English) duly certified in accordance with the Hague convention and laws applicable in India (applicable in case of foreign citizen(s)).

36. The leasehold rights over the plot will be granted in accordance with the terms and conditions specified in the **Land Allotment Policy of GIDC**.

37. Special Condition: In the instance if a Bid is raised during last or ending 5(five) minutes of E-Auction, the closing time of E-Auction will extend automatically each time for a further period of 5(five) minutes. And if no such higher Bid is raised during the extended time slot of 5(five) minutes, the E-Auction process will be declared as closed thereafter.

The plot shall be used only purpose for development of five-star hotel.

38. Process of Allotment of land through E Auction

The process of allotment as stated in Section 2.5.1 (B) of Land Allotment Policy of GIDC (**Annexure D**) will be applicable.

39. Qualification Criteria & Conditions for Bidders/Applicants

- a. Experience: The company or firm or agency or individual bidding for the plot should have a proven track record of successfully developing and managing 5-star hotels or similar high-end properties.

The Bidders/Applicants shall have developed at least one 5-star rated hotel in the past individually or in a Joint Venture. The definition/ criteria for the 5-star categories shall be as per the prevailing circulars/ guidelines by the Ministry of Tourism, Govt. of India along the relevant certificate from concerned authorities.

The bidder shall submit the certificate / relevant document for rating of developed hotel from Ministry of Tourism or equivalent authority.

- b. Financial Capability: The bidder should have the financial capability of a minimum INR 100 Cr to complete the project, including access to funding and resources. (The Bidders have to submit a Bank certificate for the same. The Bank certificate should not be older than six months from the date of the Auction).
- c. In case the bidder does not have requisite experience than they can be submitted by a Joint Venture/Consortium of two firms/companies.

- d. Any partner of JV/Consortium shall meet Technical Qualification Requirements as stated above under clause 39(a).
- e. Lead Partner shall meet at least 70% requirements of financial requirement as stated above under Clause 39(b) and each of other JV members shall meet at least 30 % requirement of financial requirement as stated above under Clause 39(b).

40. Conditions post E-Auction

The Section 2.9 of Land Allotment Policy of GIDC and the Draft Lease agreement will be applicable.

41. Penalty

The Section 2.9 of Land Allotment Policy of GIDC and the Draft Lease agreement will be applicable.

.....Cont.:-

TABLE- I

Duration for registration of the Bidder and payment of EMD and Processing Fees			Dt.11/09/2023 to Dt. 30/09/2023 (Up to 18:00 hrs (IST))		
Processing Fees (Non refundable)			Processing Fees For each bid is Rs.1180/-		
E- Auction Notice No.	Details of plot	Plot area in sq.mtr.	Base Rate Rs. (Per sq.mtr)	EMD in Rs.	Date of E-Auction
GIDC/E- Auction/	Commercial Plot in Sanand Estate Number : SM-39/5	20,168.54 sq.mt. (Tentative)	9700	97,81,741.9	E-Auction starts at 11:00 hrs on Dt. 09/10/2023 Auction ends at 11:30 hrs on Dt. 09/10/2023

All the documents shall be addressed and submitted to following address:

To

Regional Manager
Plot no SM-39/1, Sanand Industrial Estate,
Opposite Ford Plant, Near Shiyawada Cross Road GIDC,
Sanand.-382170, E-mail: rmahd2@gidcgujarat.org

Contact Details:

Email: rmahd2@gidcgujarat.org

Annexure : A - List of the Mandatory documents to be submitted along with Application

Mandatory

1. Certified copy of the electricity bill/telephone bill/municipal property tax bill of his/her/their residence. If the Applicant/Bidder is Company/Organization, they should submit their certified copy of the electricity bill/ telephone bill/ municipal property tax bill of their Office/ Organization.
2. Certified Copy of Permanent Account Number (PAN).
3. Documents related to type of business;
 - i. If there is a proprietor firm give self-declaration on letter pad.
 - ii. If there is a Partnership firm give partnership deed with all their partner's name.
 - iii. If there is a HUF give the executor Power of Attorney and Deed.
 - iv. If there is a Limited Company or Private Limited Company should submit "certificate of incorporation" issued by the registrar of company.
 - v. If there is an individual person give self-declaration on stamp paper on Rs.300/- with notarized.
4. Income tax clearance certificate /copies of last 3 years ITR Return.
5. Work completion certificate/Inspection certificate of 4/5 Star Hotel Projects completed in past.
6. Contract Agreement given for developing 4/5 Star Hotel Projects in past.
7. Self-Declaration for individual and all.
8. Bank Certificate as stated in Clause 39
9. Financial Audit Report as stated in Clause 39
10. Power of Attorney of Signatory.
11. In case of Joint Venture(JV) (Format is attached at **Annexure E**)
 - i. Joint Application Agreement for Joint Venture &
 - ii. Power of Attorney for Lead Member of Joint Venture

.....Cont. Notice:-

Other Supporting Documents

1. Certified copy of registration with the regulatory authority. (Professional tax Registration or Gumastadhara Certificate or any else.).
2. Certified copy of the CGST-SGST-IGST Registration certificate whichever is applicable.
3. Certified copy of the electricity bill/ telephone bill/ municipal property tax bill of residence in foreign territory (along with English translation in case of document is in the language other than English) together with copy of the passport and identity proof in testimony to prove my/our residence as citizen of _____ of _____ country, in accordance with the Hague convention and applicable laws in India. (applicable in case of foreign citizen(s) only)
4. Certified copy of constitutional documents. Organization/for the Company ,
5. Certified copies of documents/papers evidencing legal existence of the entity/ institution/ body corporate.
6. Certified copies of applicable by-laws, if any. Organization/for the Company
7. English translation of all the documents (in case of documents/papers are in language other than English) duly certified in accordance with the Hague convention and laws applicable in India.
8. Certificate from Ministry of Tourism of any equivalent authority for star rating of hotel

.....Cont Notice.:-

Self-Declaration for Individual and All

I/We _____, age ____years _____
residence at _____
do hereby declare that all the documents submitted for my identity, residence
and income are true. I have gone through the information contained in Request for
Proposal and all terms and conditions. I/We fully understand thereof any stage, it is
found that the information has been provided by me wrongly then not only my
eligibility can be cancelled on the ground of supply of wrong information but also
the criminal action can be taken against me for providing wrong/false information.

DATE: _____

Signature,

PLACE : _____

name, designation and seal of the Bidder/

Applicant/s

(Name of the Bidder/ Applicant/s)

**Annexure – C : Land Policy of
GIDC**

<https://gdc.gujarat.gov.in/Pages/Contents/Pre%20Allotment>

Annexure – D : GDCR of GIDC

<https://gdc.gujarat.gov.in/Pages/Contents/Regulations>

Annexure E

Format for Joint Application Agreement for Joint Venture

(To be executed on Stamp paper of appropriate value)

THIS JOINT APPLICATION AGREEMENT is entered into on this the day of

.....

20...

AMONGST

1. {.....Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at.....(hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted

assigns)AND

2. {.....Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted

assigns)AND

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

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

WHEREAS,

- (A) [....., incorporated under the Act, represented by itsand having its principal offices at] (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications (the Applications”) by its Notice of E-Auction No. dated for of Applicants.....Project (the “Project”).
- (B) The Parties are interested in jointly application for the Project as members of a Joint Venture and in accordance with the terms and conditions of the Notice of E-Auction and other documents in respect of the Project, and
- (C) It is a necessary condition under the Notice of E-Auction that the members of the Joint Venture shall enter into a Joint Application Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Notice of E-Auction.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "Joint Venture") for the purposes of jointly participating in the Application Process for the Project.

2.2 The Parties hereby undertake to participate in the Application Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Contractor for the empanelment.

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 Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Application Process and until the expiration of empanelment;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

{(c) Party of the Third Part shall be the Member of the Joint Venture. }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Notice of E-Auction till expiration of empanelment.

The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that each member of the joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member.

6. Representation of the Parties

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

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

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in

favor of the person executing this Agreement for the delegation of power and authority

to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until expiration of empanelment. However, in case the Joint Venture does not get selected in the empanelment, the Agreement will stand terminated.

8. Miscellaneous

8.1 This Joint Application Agreement shall be governed by laws of {India}.

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

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

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

(Signature)

(Name)

(Designatio

n)(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Application Agreement 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. Each Joint Application Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Application 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.

**Format for Power of Attorney for
Lead Member of Joint Venture**

Whereas the ***** (“the Employer”) has invited applications from interested parties for the ***** Project (the “Project”).

Whereas,,, and

(collectively the “Joint Venture”) being Members of the Joint Venture are interested in application for the Project in accordance with the terms and conditions of the Notice for E-Auction 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 Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,
M/s..... having our registered office at,
M/s..... having our registered office at,
and..... having our registered office at, (hereinafter collectively

referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of

the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the application process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its application for the Project, including but not limited to signing and submission of , applications and other documents and writings, participate in applications and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the application of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s application for the Project and/ or upon empanelment thereof until the expiration of the empanelment.

AND 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/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2.....

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 Joint Venture)

Notes:

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