
Bid Document/Brochure (Site B1 – 23.76 Acres) Global City, Gurugram



Through auction on <https://hsiidc.bidx.in>

Haryana State Industrial & Infrastructure Development Corporation Limited

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Manesar Office: HSIIDC, IMT Manesar (Gurugram) Ph. No. 0124-2291351, 2290501;2290326

Website: <https://hsiidc.org.in/>; <https://globalcitygurugram.in/>

E-mail: contactus@hsiidc.org.in; CIN: U29199HR1967SGC034545

Important Information

Schedule of E-auction:

Date of issue of the Advertisement	20.09.2023
Date of issue of the Bid Document	20.09.2023
Tentative Date of Pre-Bid Meeting	Details shall be uploaded on https://hsiidc.org.in/ and https://globalcitygurugram.in/
Last Date of submission of pre-bid queries	
Last Date for Earnest Money Deposit & Registration	20.11.2023
Tentative Date of e-Auction	05.12.2023

Contact Person:

For matters pertaining to the bidding process: Sh. Sanjay Garg, General Manager (BDC), HSIIDC, Panchkula, Haryana	Mobile No. 8558829205
For matters pertaining to site/infrastructure details, site visits etc.: Sh. Arun Garg, Deputy General Manager (Engineering Division), HSIIDC Udyog Vihar, Gurugram, Haryana	Mobile No. 9896046493

For e-auction software related queries please contact on Helpline no. +91-9693991992

For payment related queries please contact the below:

Name	Email ID	Contact No.
Pradeep Kadam	Pradeep.kad@icicibank.com	
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Helpdesk is available from Mon to Sat (2nd and 4th Sat Holiday) from 9:30 am to 6:45 pm		

The bidders are advised to keep visiting our website <https://hsiidc.org.in/> and <https://globalcitygurugram.in/> for all updates regarding the Bidding.

Disclaimer

The information contained in this Bid Document or subsequently provided to Applicants, whether verbally or in documentary or in any other form by or on behalf of Haryana State Industrial & Infrastructure Development Corporation Ltd., Government of Haryana (HSI IDC) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement or an offer by the HSI IDC to the prospective Applicants or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the HSI IDC. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Bid Document may not be appropriate for all persons, and it is not possible for the HSI IDC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HSI IDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. HSI IDC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 Bid Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way in this Selection Process.

HSI IDC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this Bid Document.

HSI IDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid Document.

The issue of this Bid Document does not imply that HSI IDC is bound to select an Applicant and the HSI IDC reserves the right to reject all or any of the bids without assigning any reasons whatsoever at any stage.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its bid. All such costs and expenses will remain with the Applicant and the HSI IDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the bid, regardless of the conduct or outcome of the Auction Process.

A. Detail of the Site:

1. Introduction:

The subject site is located within the Global City Project, a landmark mixed land use township project being developed by Haryana State Industrial and Infrastructure Development Corporation Ltd. (“HSIIDC”), a 100% State owned agency of the Govt. of Haryana. The Global City has been positioned as a “City within a City” and aims at creating a self-sufficient business center which will emerge as the Central Business District of Gurugram in the future with an intensive focus on modern technology fields and future oriented industries, low carbon green infrastructure, ease of living, skilling of people, employment generation etc. The City is being developed with a precept of Live, Work and Play, on the smart city and transit-oriented development concept, in line with international best practices, and comprises of futuristic workspaces, modern retail spaces, residential towers, meticulously planned expansive green spaces and multi-modal connectivity options.

2. Location:

The Global City Project is spread on an area of over 1000 acres across parts of Sectors 36, 36B, 37 and 37B of Gurugram, Haryana, as reflected in Figure 1 below. The Project is strategically located amid the upcoming mid-end residential micro-markets along the Dwarka Expressway (Northern Peripheral Road or NH248BB) and NH48, with the immediate vicinity of the Project site comprising a few residential group housing projects and the Pace City II industrial area.

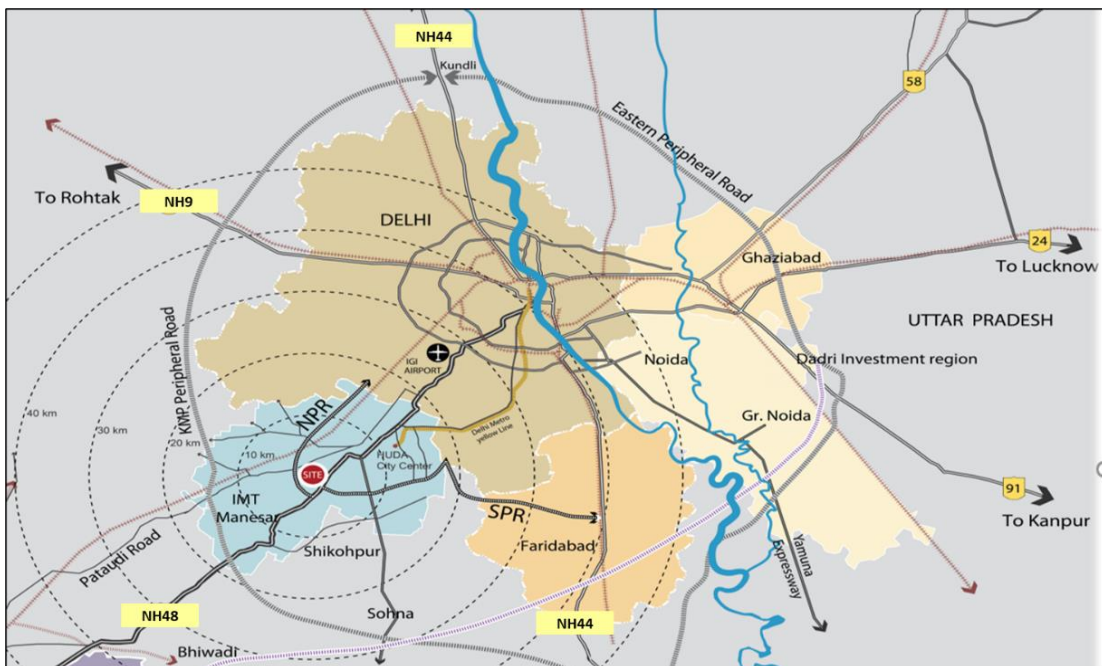


Figure 1: Site Location

The travel time of the project site from key locations of Delhi NCR are as under:

Location	Time (in minutes)
Indira Gandhi International Airport, New Delhi	30
Gurugram Railway Station	25
Cyber City (major employment hub)	20
Golf Course Road (major residential hub)	20
HUDA City Centre	20

3. Site Accessibility:

The Global City Project enjoys an approx. 400m wide frontage on the 8-lane Dwarka Expressway, also known as the Northern Peripheral Road or NH-248BB and approx. 700m wide footage on the Pataudi Road. The Project therefore enjoys dual accessibility and is well connected to Delhi and other parts of Gurugram. NH 48 (Delhi-Jaipur) and the Central Peripheral Road are also in proximity to the Project.

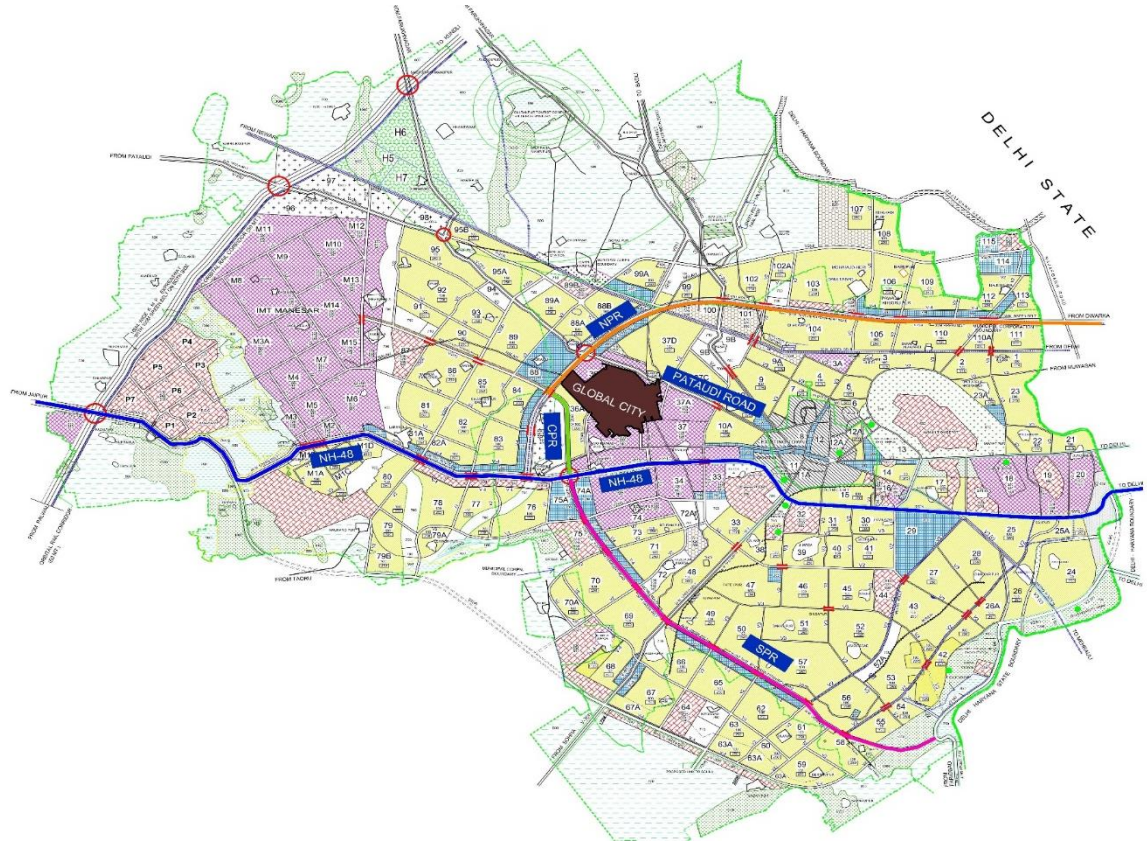


Figure 2: Project Accessibility

Further, the Gurugram-Manesar-Panchgaon MRTS passing through the Global City Project provides connectivity to the rest of Gurugram, while a Heliport facility, an Inter-State and Inter-City Bus Terminal Project and an Integrated Multi-Modal Transit Hub are being developed in the vicinity of the project area

4. Sites for Auction and Reserve Price:

HSIIDC invites bids from Developers/Real Estate Companies etc. for purchase of the following site/ plot on “as-is where-is” and on freehold basis through e-Auction:

Site number	Area (In Acres)	FAR	Reserve Price (INR/sqm)	Reserve Price (INR cr.)
Parcel B1	23.76	5.00	1,28,000	1230.77

Note: Any new taxes, cess etc. levied by Govt. of Haryana / Govt. of India will be payable by the allottee additionally.

The land parcel being put up for e-auction are showcased in Fig 3 below.

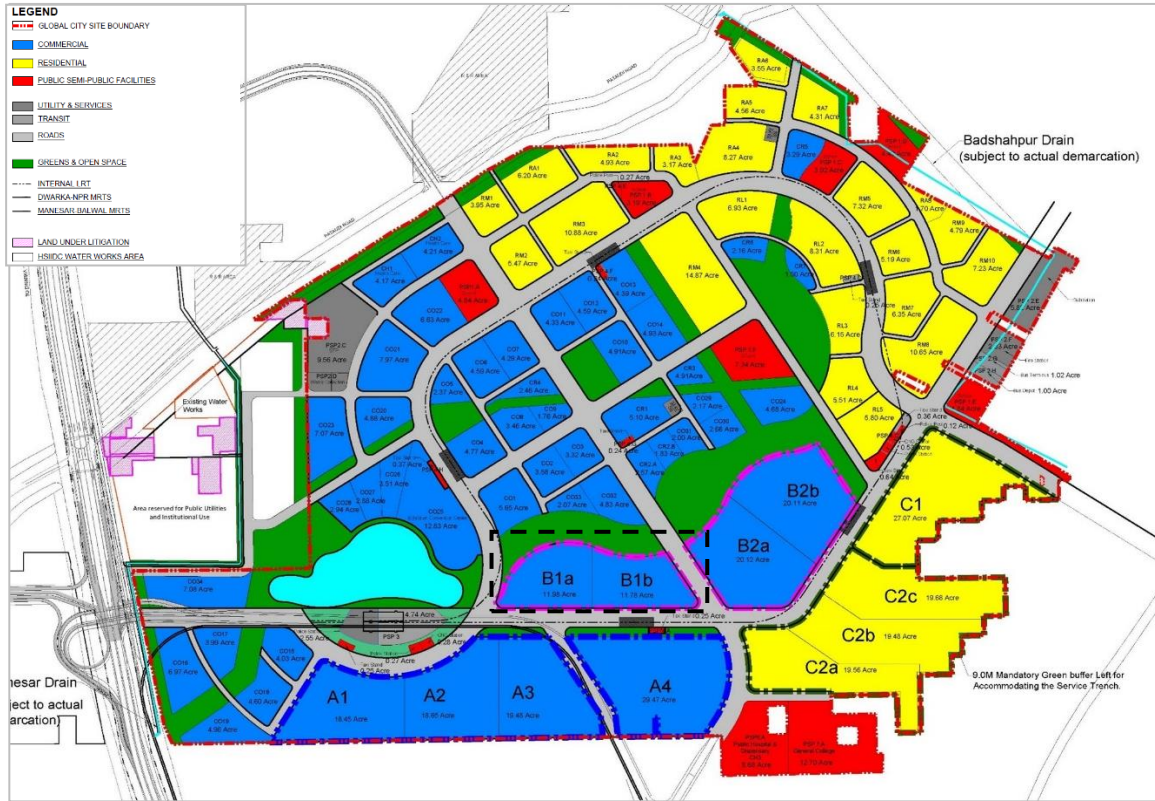


Figure 3: Land Parcel for Auction

5. Infrastructure:

HSIIDC shall develop the trunk infrastructure for the project which includes utility tunnels; roads, power & water network; STP/WTP/CETP; and electricity up-to the plot boundary. The entire internal infrastructure shall be the sole responsibility of the successful bidder/ allottee only.

6. Land Use / Zoning:

- i. A higher FAR has been accorded to the land parcel with the successful bidder/ allottee given flexibility of design and planning as per market demand. The land use norms for the land parcel are as detailed below:

Site Details		FAR	Buildable Area (million sqm)	Permissible Non-Residential Constructed Built-up Area	Permissible Residential Constructed Built-up Area
Parcel	(Area)				
B1	23.76	5.00	0.48	Min 65%	Max 35%

- ii. Permissible Ground coverage shall be 30%.
- iii. No sub-division or fragmentation of the site shall be allowed.
- iv. The allottee shall be required to develop and maintain the greenbelts/common spaces and major arteries passing through its land parcel (if any) and permit unrestricted access to such greenbelts/common spaces and road networks falling within their area. Applicable benefits of FAR would be available to the Allottee for

such areas on the rest of the area.

- v. Also, in case the services of HSIIDC are to be laid through the setback area of the plot, the allottee will not object to it at any stage
7. Upon complete payment of the cost of land of a particular phase/entire site as detailed under Section E below, including applicable interest and other dues, physical possession of the land parcel of the particular phase/ entire site shall be handed over to the successful bidder/allottee.

B. Selection Process

1. A “Two-Stage” selection process shall be followed to determine the eligible bidder:
 - i. Pre-Qualification Stage: In this stage, intending bidders will be required to register on the e-auction portal of HSIIDC (<https://hsiidc.bidx.in>), submit the Earnest Money Deposit (EMD) equivalent to 2% of the Reserve Price, submit the applicable processing fees and showcase fulfilment of the minimum eligibility qualifications as described under Section C by submitting Pre-Qualification proposals therein in the format mentioned in Annexure – I within the timelines as detailed in the schedule of e-auction at Page 2 of this Bid Document. The proposals submitted would be evaluated by HSIIDC and Bidders meeting the minimum eligibility qualifications shall be referred to as Pre-Qualified Bidders.
 - ii. E-Auction: The Pre-Qualified Bidders will thereafter participate in the e-auction process on <https://hsiidc.bidx.in> portal. The price for the subject plot shall be the bid variable. The Pre-Qualified Bidder quoting the highest bid price (above the reserve price), shall be declared as the successful bidder.
2. A Pre-Bid Meeting shall be conducted as per schedule specified at Page 2 of this Bid Document so as to enable interested bidders to seek clarifications and make suggestions for the consideration of HSIIDC. HSIIDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive auction process. The Venue for the Pre-Bid Meeting shall be uploaded on <https://hsiidc.org.in/> and <https://globalcitygurugram.in/>.

C. Eligibility for Participation:

1. Only Bidders meeting the Minimum Eligibility criteria as detailed below shall be Pre-Qualified to participate in the auction process. The Minimum Eligibility criteria are:
 - i. The Bidder can be a Sole Proprietary, Registered Partnership Firm, Registered LLP or Registered Company. Additionally, a Consortium of the above stated legal entities shall also be eligible to participate, however the Consortium will be required to form an appropriate Special Purpose Vehicle (SPV) under the Companies Act 2013 to execute the project if successful and comply with the following additional requirements.
 - The number of members of the Consortium shall not exceed 3
 - Members of the Consortium shall nominate one member as the Lead Member (“Lead Member”), who shall have an equity shareholding of at least 50% of the paid-up and subscribed equity of the SPV.
 - An individual applicant cannot at the same time be a member of the Consortium applying for Pre-Qualification. Further, a member of a particular Applicant Consortium cannot be a member of another Applicant Consortium applying for Pre-Qualification.
 - Members of the Consortium shall enter into a “Joint Bidding Agreement”,

substantially as per the form specified at Annexure 1 for the purpose of pre-qualification and participation in the auction. The Joint Bidding Agreement shall inter-alia:

- Convey the intent to form an SPV with shareholding/ equity ownership commitment of lead member as stated above
 - Commit the minimum equity stake to be held by each member
 - Clearly outline the proposed roles and responsibilities, if any, of each member
 - Include a statement to the effect that all members of the Consortium shall be liable jointly and severally in relation to the Project.
- ii. Bidder should be legally competent to enter into a contract as per prevailing Indian laws. Foreign Company(ies) are also eligible to participate either individually or as members of a Consortium/SPV subject to compliance with applicable laws, policies and guidelines of the Govt. of India.
- iii. The Bidder will be required to have a minimum net worth equivalent to 17.50% of the reserve price of the site, i.e. INR 215.38 cr. as on 31st March 2022. In case of a Consortium, the combined net worth of those members, who will have an equity share of at-least 26% each in the SPV, should together satisfy the eligibility condition of net-worth.
- iv. Prior approval of HSIIDC shall be required for any change in the constitution/ shareholding pattern of the SPV formed by consortium members. Any such permission before deposit of complete payment of the site/plot, shall be considered subject to fulfilment of conditions of consortium and net-worth criteria as detailed above.
2. The Bidder shall submit documents showcasing eligibility for participation in the e-auction process in the Pre-Qualification Proposal to be submitted as per the format specified under Form 1 to 6 in Appendix-I.

D. E-Auction Process

1. Interested bidders shall have to register for participating in the e-auction by creating a User ID on the portal (<https://hsiidc.bidx.in>) and by paying Earnest Money Deposit (EMD) equivalent to 2% of the Reserve Price. Additionally, the applicant/ Bidder shall also be required to deposit non- refundable processing fee of INR 5,00,000/- for each application.
2. In case the bidder is remitting EMD or H1 payment through offline mode supported by a challan (NEFT/RTGS), the payment must be made well in time (preferably one day prior to the closing date of registration) in order to allow the banks to settle the transaction so that credit of the payment happens to HSIIDC account before the closing date and time of registration. Further, for each payment transaction, separate challan is to be used. The challan once used for remitting a payment shall not be valid for any subsequent payment.
3. The 'Bidder Type' on the registration page shall be selected as 'Company/Firm'. In case Bidder Type is selected as Company/Firm, the allotment shall be made in the name of the company/firm indicated at the time of registration. The name of the bidder to be given at the time of registration should be same as in PAN card.
4. The bidders must ensure that the bank details for refund being entered during registration/payment are correct and matching with details as per his/her/its bank record i.e. name of account holder, account number, Bank name, Type of account, IFSC code etc. In case of any mismatch, unsuccessful bidders may face difficulty in credit of

refund amount to their account.

5. The bidders shall also have to submit their Pre-Qualification Proposal (as per the format mentioned in Annexure – I) on the portal showcasing fulfilment of the minimum eligibility qualifications as described under Section C.
6. The bidders must complete the registration process, submit the EMD, deposit the processing fees and submit the Pre-Qualifications proposals as per the timelines specified in the schedule of e-auction on Page 2 of the Bid Document.
7. The bidders meeting the minimum eligibility qualifications shall be referred to as Pre-Qualified Bidders. Only Pre-Qualified Bidders shall be eligible to participate in the e-auction process.
8. The e-auction shall proceed as follows:
 - i. E-Auction shall start with the original Reserve price of INR 1,28,000 per sqm.
 - ii. Bid increment shall be INR 100 per sqm.
 - iii. In case any bid is received in the last ten (10) minutes of closing time, the closing time of e-auction will get extended by twenty (20) minutes automatically and there is no limit of such extensions in the e-auction period.
 - iv. The highest bidder (H-1 bidder) shall be required to book the plot within the booking period (10 minutes) failing which 2% EMD deposited at the time of registration shall stand forfeited.
 - v. Successful bidder has to complete 10% payment (after adjustment of the EMD amount already deposited on registration) at H-1 bid price within fifteen days of communication of acceptance of bid by HSIIDC, failing which 2% EMD deposited at the time of registration shall stand forfeited.
 - vi. If the successful bidder does not accept the allotment, it will not be allowed to participate in auctions conducted by HSIIDC for next one year.
 - vii. The e-Auction will start at 11:00 hours on date of auction and close on the same day at 17:00 hours, unless extended further
9. HSIIDC shall not be responsible for any delay in receiving the confirmation of payment, vendor/bidder ID, username and reserves the right to reject / accept any or all Proposals /Bids without assigning any reason thereof.
10. The intending bidder may refer the User Manual available on website i.e. <https://hsiidc.bidx.in> for detailed information on the registration process.
11. The intending bidders are advised to visit e-auction portal <https://hsiidc.bidx.in>, <https://hsiidc.org.in> and <https://globalcitygurugram.in/> regularly in order to update themselves regarding auction, acceptance of bid of successful bidder and payment related up-dation.
12. It will be the sole responsibility of the applicant/bidder to obtain a compatible computer terminal with internet connection to enable him/her/it to participate in e-auction process. In case the internet connection is lost during e-auction for any reason, the bidder needs to sign out and sign in again on the portal.

E. Payment Terms:

1. At the time of Registration for e-Auction on <https://hsiidc.bidx.in>, the pre-qualified bidders shall be required to deposit 2% of the Reserve Price as Earnest Money Deposit (“EMD”).
2. After acceptance of the bid by HSIIDC, the successful bidder shall be required to deposit

10% of the Bid Quote Price (after adjusting the EMD already deposited on registration) within 15 days (360 hours) of communication of acceptance of the bid by HSIIDC through e-auction portal. In case the highest bidder fails to deposit the said amount as specified above, within the said period of 15 days (360 hours), its bid shall stand rejected and the EMD deposited by it for participation in the e-auction shall stand forfeited by the Corporation. No extension in time shall be permitted to the successful bidder for making this payment.

3. In addition to the above said payment, the bidder shall also be required to furnish the below mentioned documents
 - Self-certified copy of PAN card and passport sized photo of applicant/authorized signatory
 - In the case of bid on behalf of a firm or LLP or company or a consortium etc., the bidder shall furnish the certified copies of Board Resolution/Authorization in favor of the person making the bid along with the certified copy of Memorandum of Association/Articles of Association of Company, Partnership Deed, Consortium Agreement etc. as the case may be showcasing that the bidder has the authority to bid and enter into an agreement of sale on its behalf. Certificate from Statutory Auditor showcasing proof of net worth shall also be furnished.

The above said documents would be required to be submitted by the successful bidder(s) at the registered office of the Corporation within a period of 15 days from communication of acceptance of its bid by HSIIDC.

4. After the Corporation receives the payment specified in clause E(2) above and said documents to its satisfaction, it will issue a Regular Letter of Allotment (RLA) in favor of the successful bidder containing the terms and conditions of allotment.
5. The successful bidder will be required to submit the Letter of Acceptance against the RLA and execute an agreement containing the terms and conditions of allotment, within 90 days from the date of issue of the RLA. This period may be further extendable by 30 days after obtaining specific written approval from HSIIDC. In case of failure of the successful bidder to submit the Letter of Acceptance within the stipulated period of 120 days, the allotment shall automatically stand cancelled and 10% of the bid quote price deposited earlier shall stand forfeited.
6. The Corporation shall offer physical possession of the site/plot ("offer of possession") after it has completed the basic infrastructure facilities comprising of (i) a motorable access road to the site, (ii) water supply system i.e. availability of water connection at site for construction & drinking purpose; (iii) sewerage disposal network and (iv) electrical infrastructure comprising of the distribution system network for construction purpose; and made these facilities available in respect of the site/plot so as to enable the allottee to start construction.
7. The balance payment of 90% of the bid quote price can be made by the successful bidder in either of the following two ways:
 - a. Option 1: In two installments as detailed below within 180 days from the date of issue of RLA
 - i. Instalment 1: The first installment, equivalent to 15% of the total bid quote price, without any interest, shall be payable within 120 days from the date of issue of RLA
 - ii. Instalment 2: The balance payment of 75% of the bid quote price shall be payable in lumpsum, without any interest, within 180 days from the date of issue of RLA.

In the event of successful bidder opting for Option 1 and making such lumpsum

payment as per above schedule, the allottee shall be entitled to a rebate of 8% of the overall bid quote price.

(or)

- b. Option 2: Through a flexible payment mechanism, instead of an upfront payment being levied on the entire land parcel. Under this mechanism, the balance payment of 90% of the bid quote price period shall be spread over two phases, in 6 installments over approx. 4.5 years as showcased below:

Phase [§]	Size of Land Parcel against which payment is to be made under the Phase	Time Period for Complete Payment of the Phase*
Phase 1	11.88 acres	R ₀ + 540 days
Phase 2	11.88 acres	R ₀ + 1620 days
Total	23.76 acres	R₀ + 1620 days

[§] The segregation of area amongst the phases as showcased above is tentative.

* R₀: Date of Issue of Regular Letter of Allotment (RLA)

- i. Payment Terms for Phase 1:

Against the land parcel in Phase 1, the successful bidder shall be required to deposit payments in three instalments:

- Instalment 1: The first installment, equivalent to 20% of the total bid quote price plus applicable interest shall be payable within 180 days from the date of issue of RLA
- Instalment 2: The second installment, equivalent to 20% of the total bid quote price plus applicable interest shall be payable within 360 days from the date of issue of RLA
- Instalment 3: The third installment, equivalent to 20% of the total bid quote price plus applicable interest shall be payable within 540 days from the date of issue of RLA
- The installments shall carry an interest @ 3% per annum above the prevailing State Bank of India's 1 year tenor MCLR. The interest shall be applicable on the outstanding bid quote price calculated from the date of offer of possession.

- ii. Payment Terms for Phase 2:

Against the land parcel in Phase 2, the successful bidder shall be required to deposit payments in three instalments:

- Instalment 4: The fourth installment, equivalent to 10% of the total bid quote price plus applicable interest shall be payable within 1260 days from the date of issue of RLA
- Instalment 5: The fifth installment, equivalent to 10% of the total bid quote price plus applicable interest shall be payable within 1440 days from the date of issue of RLA
- Instalment 6: The sixth installment, equivalent to 10% of the total bid quote price plus applicable interest shall be payable within 1620 days from the date of issue of RLA
- The installments shall carry an interest @ 3% per annum above the prevailing State Bank of India's 1 year tenor MCLR. The interest shall be applicable on the outstanding bid quote price calculated from the date of offer of possession.

- iii. For the purpose of clarity, the flexible payment schedule is showcased in detail below:

Earnest Money Deposit (EMD)	2% of the Reserve Price to be deposited at time of registration for e-auction
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Upfront Payment	10% of total bid quote price to be deposited within 15 days (360 hours) from the date of communication of acceptance of bid by HSIIDC after adjustment of the EMD amount deposited earlier on registration
Date of issue of RLA	R ₀
Phase 1 Payment Schedule	
Instalment 1	20% of the total bid quote price plus applicable interest payable within 180 days from the date of issue of RLA
Instalment 2	20% of the total bid quote price plus applicable interest payable within 360 days from the date of issue of RLA
Instalment 3	20% of the total bid quote price plus applicable interest payable within 540 days from the date of issue of RLA
Phase 2 Payment Schedule	
Instalment 4	10% of the total bid quote price plus applicable interest payable within 1260 days from the date of issue of RLA
Instalment 5	10% of the total bid quote price plus applicable interest payable within 1440 days from the date of issue of RLA
Instalment 6	10% of the total bid quote price plus applicable interest payable within 1620 days from the date of issue of RLA

The installments shall carry an interest @ 3% per annum above the prevailing State Bank of India's 1 year tenor MCLR. The interest shall be applicable on the outstanding bid quote price calculated from the date of offer of possession.

iv. Phase wise demarcation:

- The segregation of area amongst the Phases as showcased above under Option 2 and in Annexure 2 is tentative and shall be finalized at the time of physical possession. The bidder shall be at liberty to select any of the portions (B1a or B1b) as Phase 1 or 2.
- In case the area of Phase 1 is found to be higher than the Phase wise area demarcation showcased above for Phase 1, proportionately higher cost shall be charged for Phase 1 and the higher cost so charged in such a scenario shall be adjusted in the due payment for Phase 2.
- However, in case the area of Phase 1 is found to be lower than the Phase wise area demarcation showcased above for Phase 1, same cost as demarcated above shall continue to be charged, and the higher cost so charged shall be adjusted in the due payment for Phase 2.

8. Other Conditions

- i. In case of the flexible payment option, along with each installment payment, interest @ 3% per annum above prevailing State Bank of India's 1 year tenor MCLR shall be applicable on the outstanding bid quote price calculated from the date of offer of possession of the site, unless otherwise specified. In case installment payment is made prior to the offer of possession of the site, no interest payment shall be due on the instalment. For the purpose of clarity, the prevailing SBI MCLR 1 year tenor rate existing one day prior to date of instalment payment shall be considered for calculation of interest rate purposes.
- ii. The due date for payment of any installment under Option 1 or 2 may be further extended by 90 days (unless otherwise specified above) by HSIIDC at

its sole discretion on receipt of a specific written request from allottee in this regard. In such a case, the successful bidder shall be required to deposit delayed interest on the due amount as per table below for the extended period.

Delay	Delayed Interest Rate Applicable
1 st to 30 th day	1% over and above the standard interest rate (i.e. SBI 1-year MCLR + 3% per annum)
31 st to 60 th day	2% over and above the standard interest rate (i.e. SBI 1-year MCLR + 3% per annum)
61 st to 90 th day	3% over and above the standard interest rate (i.e. SBI 1-year MCLR + 3% per annum)

The delayed interest charged for period of delay on defaulted amount shall be compounded quarterly.

- iii. In any case, no installment payment shall be delayed for more than 90 days from the due date, failing which, the entire Site/Plot will be resumed.
 - iv. For the purposes of this bid document, one month shall be considered as equivalent to 30 days.
9. In cases where the bidder opts for the flexible payment schedule, the bidder may need to develop roads and utilities such as power transmission lines, water, sewage treatment plant etc. on limited portion of the land parcels of subsequent phase (i.e. Phase 2) for the purposes of integrated and holistic planning of the project. Taking the same into consideration, HSIIDC shall permit the use of land of subsequent phase for the construction of such infrastructure upon receipt of services plan clearly earmarking the area and full payment of cost of land required for such infrastructure along with applicable interest from the date of offer of possession. The principal amount so paid shall be adjusted from the payment due for phase 2.
 10. Upon complete payment of the cost of land of a particular phase/entire site, including applicable interest and other dues, physical possession of the land parcel of the particular phase/ entire site shall be handed over to the successful bidder.
 11. There may be cases where an allottee may be in a hurry to establish its project due to business commitments and it may not be in a position to wait for the completion of the basic minimum infrastructure facilities by HSIIDC as detailed under Section E (6). In such a case, the allottee can request for taking physical possession of the land of a particular phase/ entire site at an early stage, i.e. before completion of basic infrastructure amenities and before formal offer of possession of the site by HSIIDC. Under such a scenario, the allottee shall assume the risk of undertaking execution of its project and shall meet all consequential costs on this account. Based on this clear understanding, HSIIDC may allow physical possession of the land of a particular phase/ entire site to the allottee upon receipt of a request from it to this effect and complete payment of the cost of land of the particular phase/entire site. As physical possession is being taken up prior to offer of possession, the allottee shall be exempted from making interest payments in lieu of the cost of the land of particular phase/ entire site which are being taken up for physical possession.
 12. On payment of 100% price of the entire land parcel together with interest and any other amount due to HSIIDC, the deed of conveyance in the prescribed form and in such manner as may be directed by HSIIDC shall be executed in favor of the allottee. The charges for registration, stamp duty and other applicable taxes will be paid by the allottee. Execution of conveyance deed will be mandatory within one year of making

payment of full price of the plot including interest and other amount due to the Corporation or after offer of possession whichever is later, failing which a penalty @ 0.01% of the quoted bid price plus applicable taxes thereon shall be levied for every year of delay.

F. Other Instructions to the bidders:

1. **Pre-Bid Queries:** Applicants requiring any clarification on the bid document and the Global City project may email their queries to HSIIDC on globalcity-auction@hsiidc.org.in within the time frame specified in the Schedule of E-Auction. The queries should be submitted as per the format mentioned below:

S. No.	Clause/Page No.	Content of the Bid Document requiring clarifications	Change/clarification requested
1.			
2.			
3.			

The HSIIDC will respond to such requests and issue a consolidated clarification (including an explanation of the query, but without identifying the source of enquiry). The bidders are advised to go through such clarifications, if any, prior to submitting the proposals. The HSIIDC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this bid document shall be taken or read as compelling or requiring the HSIIDC to respond to any question or to provide any clarification.

2. **Amendment of Bid Document:** At any time prior to the last date for submission of pre-qualification proposals, the HSIIDC may, for any reason, whether at its own initiative or in response to clarifications requested by the Applicant, modify the bid document by the issuance of Modified Bid Document / Addendum/ Amendment through posting it on its Website (<https://hsiidc.org.in/> and <https://globalcitygurugram.in/>).
 - i. All such amendments will be posted only on the HSIIDC's Website(<https://hsiidc.org.in/> and <https://globalcitygurugram.in/>) and shall not be published in any newspaper and will be binding on all Bidders.
 - ii. In order to afford the Bidders a reasonable time for taking the amendments into account, or for any other reason, the HSIIDC may, in its sole discretion, extend the Pre-Qualification Proposal Submission Date.
3. **Due Diligence, Inspection and Investigation:** The Applicants/ Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects, risks, costs, liabilities and contingencies associated with the Project, including but not limited to a visit and detailed survey of the site, investigation of the site, adequacy of financial resources for setting up the project and its financial viability etc. when they submit the pre-qualification Proposal and participate in the e-auction. Failure to investigate fully the site or sub-surface conditions etc. shall not be a valid ground to relieve the successful bidder(s) from any responsibility.
4. If the applicant/ bidder is submitting any document, created or originating from outside the Republic of India such as financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s) etc. (collectively "Foreign Documents"), then the bidder, before any such Foreign Document(s) are submitted for the purpose of

applying towards this Project, shall be required to get each and every page of such Foreign Document(s) duly authenticated/ embossed/ legalized from the Indian Embassy/ Indian High Commission situated in the country from which such Foreign Document(s) were created or are originating from.

However, in case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hauge Convention abolishing the requirement of legalization of foreign public documents, 5 October 1961 - "Hague Legalization Convention, 1961", the Bidders may affix an "Apostille" sticker on each and every page of the Foreign Document(s). Thereafter, the Bidder shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy/ Indian High Commission in that country where the Foreign Document(s) were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidders shall follow any other norms/ guidelines laid by the Ministry of External Affairs, Government of India, New Delhi

5. The Bidder shall submit the Pre-Qualification proposal and provide all the information required in the Bid Document as per the formats showcased under Form 1 to 6 in Appendix-I.
6. The HSIIDC will evaluate only those proposals that are received in the required format and are complete in all respects. Incomplete bids shall be rejected.
7. The proposals/bids shall be unconditional, unqualified, firm and valid. Any condition or qualification or any other stipulation contained in the Pre-Qualification Proposal/ Bid shall render the proposal/bid liable to rejection as a non-responsive bid.
8. The proposal, all correspondence and documents shall be written in English. In case of accompanying literature or brochures, etc. being in a language other than English, a certified translation should accompany the documents as part of the proposal. All proposals and accompanying documentation will become the property of the HSIIDC and will not be returned.
9. The HSIIDC shall have the right to accept/reject any bid, even the highest bid or withdraw the site/plot from e-auction without assigning any reason at any stage.
10. In the event of default or breach or non-compliance of any of the terms and conditions as indicated or for furnishing any wrong or incorrect information at the time of Pre-qualification /auction process, HSIIDC shall have the right to cancel the bid and forfeit whole or any part of the amount paid.
11. Offer will be received subject to the reserve price and to the right of the Competent Authority/ HSIIDC to accept or reject any bid even the highest bid or withdraw the site from bidding process at any stage without assigning any reason.
12. Withdrawal of EMD prior to conclusion of the e-auction shall not be permitted. The EMD of un-successful bidders shall be refunded through electronic mode directly in their bank account after conclusion of the e-auction as per details provided by them at the time of payment of EMD. The EMD shall not bear any interest.
13. The EMD of the successful bidder shall be retained towards part sale consideration.
14. HSIIDC reserves its right to seek information from the bidder as deemed fit and to call for any information from the successful bidder for monitoring the project.
15. The site is being auctioned on, 'as is where is basis'. HSIIDC shall not be responsible for leveling of uneven sites.
16. The construction work would have to be undertaken as per zoning plan/approved building plan and the rules and regulations governing construction of such sites of

Haryana Govt. Zoning plan shall be obtained by the successful bidder from HSIIDC before submitting the building plan and no construction shall be started at the site without following this due procedure.

17. All buildings within the Global City Project shall be certified as 4-star or 5-star from Green Rating for Integrated Habitat Assessment (GRIHA) or obtain any other equivalent green building rating.
18. The allottee shall not be eligible for any additional FAR benefit for adopting green norms or on the basis of GRIHA rating as specified in the Haryana Building Code 2017 or any other document.
19. The allottee shall comply with all the applicable Laws/Rules & Regulations for development of the site including Real Estate (Regulation and Development) Act, 2016, Haryana Real Estate (Regulation and Development) Rules, Haryana Building Code 2017, Haryana Apartment Ownership Act, 1983 and rules made thereunder and as amended from time to time.
20. HSIIDC shall create/ provision all the external services/ community facilities required for the residents of the project/plot up-to the plot boundary. The allottee shall be required to make provisions for community center/ club, neighborhood sports and local electric sub-station/switching station as per the Area and Population based norms for provision of community buildings in licensed colonies of the Town and Country Planning Department. Other community facilities such as creche/ nursery schools etc. may be provided as per the requirement of the allotted area.
21. The successful allottee shall not be bound to develop proportionate residential housing for Economically Weaker Sections (EWS), as per provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, Haryana Development and Regulation of Urban Areas Rules, 1976, and Town and Country Planning Department Policy dated 26.02.2021, as the same shall be developed by HSIIDC/ Govt. of Haryana.
22. As per the provisions of Section 3(4) and 3(6) of the Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana Development and Regulation of Urban Areas Rules, 1976, the allottee shall be required to obtain completion of particular phase/ entire land parcel within a period of 5 years from date of handing over of physical possession of the particular phase/ entire land parcel as applicable. Further, in case the allottee fails to complete the development works of particular phase/ entire land parcel within the above specified period, the allottee shall be required to obtain extension for the completion of project till the time project is completed as per provisions of the Act ibid after payment of applicable renewable fee.
23. **Project Maintenance:** HSIIDC shall carry out operation and maintenance activities of the Global City Project until 31.12.2033 at no additional costs. From the year 2034 onwards, maintenance charges shall be recovered from the allottee on actual operation and maintenance cost incurred basis in proportion of actual built-up area share.
24. **Resumption of Site:**
 - i. The entire site/plot allotted by the Corporation shall be resumed in case of non-payment of dues/ instalments/transfer fees/penalties or any other charges imposed by the Corporation or violation of terms and conditions of the RLA
 - ii. Upon resumption of plot, the payment deposited by the allottee towards the principal cost of the plot/site would be refunded, without any interest by the Corporation, after deducting 10% of the price of the plot/site (plus applicable taxes thereon). In addition to the above, the interest and delayed interest paid as well as remaining unpaid by the allottee as on the date of resumption, if any, shall also be forfeited subject to maximum of 10% price of the plot or 50% of the

amount paid over and above 10% price of the plot, whichever is less. Maintenance, water / sewer and other charges in default, if any, shall also be deducted from the refundable amount. Such refund shall be made by the Corporation after getting possession of the site/plot back from the allottee, free from any encumbrances.

- iii. In cases where the site/plot is resumed along with the structure constructed thereon, the allottee shall be at liberty to remove such structure from the site/plot at its own cost within a reasonable time of three months, failing which the same shall vest with the Corporation and the allottee shall not be entitled to any compensation in lieu thereof.
 - iv. The aforesaid site once resumed shall not be restored by HSIIDC. However, an appeal against orders of resumption of the site by the Corporation shall lie before the Appellate Authority i.e. Administrative Secretary of the Industries Department, Govt. of Haryana. Such appeal shall be made within 90 days of passing of the resumption order and in the office of the Administrative Secretary of the Industries Department, Govt. of Haryana. The decision of the aforesaid authority shall be final and binding.
25. **Exit Provision:** Notwithstanding Clause F(24) above, in cases where the allottee makes full payment for certain phases and creates third party rights thereon but is unable to make the full payment for the subsequent phases, exit provision may be permitted by HSIIDC upon receipt of a written request from the allottee. In such cases, the allottee shall be allowed to retain possession/ownership of the phase/ phases for which entire payment, including interest and other dues, has been completed. However, the excess payment deposited to the Corporation beyond the cost of land for which possession has been handed over shall stand forfeited.
26. **Mortgage:** The allottee may, with the prior written permission of HSIIDC, mortgage the land of a particular phase/entire site against which complete payment, including applicable interest and other dues has been made. The mortgage shall be created in favor of banks/FIs to secure financial assistance for implementation of the Project, subject to the conditions that irrespective of the provisions of the Insolvency and Bankruptcy Code 2016, The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and other related Acts, the HSIIDC shall have first charge on the Site/Plot for recovery of its dues and the charge of the bank/FI shall be second/sub-servient. The mortgage to be created by the allottee in favor of bank/FIs shall be without prejudice to the rights of the Corporation in terms of the RLA/Deed of Conveyance in respect of the Site/Plot in question. In the event of auction of the property by the bank/FI for recovery of its dues, the bank/auction purchaser shall be required to clear the dues of the Corporation in respect of the Site/Plot as the purchaser shall be stepping into the shoes of the allottee. The auction purchaser shall utilize the plot/premises for permissible activities only.
27. **Creation of Third-Party Rights:**
- i. The allottee shall be at liberty to create third party rights on the built-up space through sale or lease of the premises for permissible activities only after complete payment, including interest and other dues, for the particular phase in which the space shall lie in/ entire site has been made.
 - ii. In case complete payment for the entire site has not been made and conveyance deed has not been executed, HSIIDC may execute conditional conveyance deed in favor of the allottee for phase 1 in respect of which payment has been made.
 - iii. In case of failure on the part of the allottee to make remaining payments

towards price of the site within the timelines specified under Section E, the conditional conveyance deed shall be terminated and the ownership of the said land parcel of phase 1 shall revert back to HSIIDC.

- iv. Any breach of contract/ dispute/ liability etc. that may be incurred subsequently on account of creation of third-party rights by the bidder prior to completion of payment for the entire plot/site to HSIIDC and/or execution of conveyance deed for entire site resulting in site resumption will have to be settled by the bidder only and suitable clause incorporating the same must be included in the agreement signed by the bidder with the third parties.
28. **Transfer of Site:** The allottee shall be eligible to transfer the site/plot after obtaining prior permission from the Corporation and upon payment of the entire sale consideration of the plot / site along-with applicable dues/charges and execution of the conveyance deed. Transfer permission shall be granted by HSIIDC, subject to the condition that the balance plot cost / other dues of the Corporation are paid within the period to be allowed by HSIIDC, before effecting such transfer. The transferee must continue to abide by the third party rights/ agreements entered into by the original allottee with third parties and obtain necessary approvals in this regard from all concerned departments/ authorities (including but not limited to Haryana Real Estate Regulatory Authority), as applicable.
29. **Surrender of Site:** No option for surrender of site/plot allotted to successful bidder/ allottee shall be available.
30. While handing over physical possession of plot, in case, the actual area of the plot on ground is found to be higher or lower than the tentative allotted area, as mentioned in Regular Letter of Allotment (RLA), and the same is brought to the notice of the Corporation within 90 days from physical possession of plot, the cost of the plot shall be recalculated as per the original allotment rate mentioned in the RLA & the schedule for payment shall be revised accordingly.
31. The bidders are advised to visit the site to ascertain the ground reality and undertake their due diligence. They may contact Sh. Arun Garg, Deputy General Manager (Engineering Division), Udyog Vihar, Gurugram (Ph - 9896046493) for the purpose.
32. As per the orders of the Hon'ble Punjab and Haryana High Court at Chandigarh dated 25.05.2023 in CWP No. 6797 of 2023 and CM No. 9186 of 2023, the auction shall be subject to the outcome of the writ petition.
33. HSIIDC shall be corresponding with the bidder on the correspondence address given by it in its application (Annexure-I). In case of any change in correspondence / contact details, it shall be responsibility of the bidder to get the same updated in records of HSIIDC by way of a written acknowledgement.
34. Terms & conditions of Allotment are as incorporated in the Regular Letter of Allotment & Agreement attached with this document.
35. **Dispute Resolution:** The bidding process shall be governed by, and construed in accordance with, the laws of India and the courts at Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
36. **Savings:**
In case of ambiguity or discrepancy or dispute with respect to interpretation of any of the clauses of the bid document, the decision of the Corporation shall be final and binding on the bidders. The Corporation/State Govt. shall be competent to frame/amend guidelines for governing allotment and management of plots/sites in Global City which shall be binding on the successful bidder/ allottee.

- G. **Site Plan:**
As per **Annexure-II.**

Illustration - 1

Assumptions

Parameter	Value
Size of land parcel	23.76 acres
Minimum Reserve Price	INR 1,28,000 per sqm
Successful Bid Amount/ Quoted Price	INR 51.80 cr./acre
Date of E-Auction	10-Dec-23
Date of Acceptance of Bid	12-Dec-23
Date of Issue of Regular Letter of Allotment (R ₀)	01-Jan-24
Date of Offer of Possession	01-Jan-24
Interest Rate Assumption	11% p.a.

Payment Terms

Option 1

Phase	Instalment Number	Due Date for Payment	Principal Amount (INR cr.)	Interest Amount (INR cr.)	Total Amount (INR cr.)	Cumulative Payment made
EMD	-		24.6	0	24.6	-
10%*	-	27-12-2023	98.5	0	98.5	10%
15%	1	30-04-2024	184.6	0	184.6	25%
67% (after 8% rebate)	2	29-06-2024	824.6	0	824.6	100%
Total	-		1132.3	0	1132.3	100.00%

Option 2

Phase	Instalment Number	Due Date for Payment	Principal Amount (INR cr.)	Interest Amount (INR cr.)	Total Amount (INR cr.)	Cumulative Payment made
EMD	-		24.6	-	24.6	-
10%*	-	27-12-2023	98.5	-	98.5	10.00%
Phase 1	1	29-06-2024	246.2	60.1	306.2	30.00%
	2	26-12-2024	246.2	46.7	292.9	50.00%
	3	24-06-2025	246.2	33.4	279.5	70.00%
Phase 2	4	14-06-2027	123.1	80.1	203.2	80.00%
	5	11-12-2027	123.1	13.4	136.4	90.00%
	6	08-06-2028	123.1	6.7	129.8	100.00%
Total	-		1230.77	240.4	1471.1	100.00%

*After adjusting payment made against initial EMD

Annexure 1

General Instructions for Submission of Pre-Qualification Proposals

- i. The Bidder shall submit the Pre-Qualification proposal and provide all the information required in the Bid Document as per the formats showcased under Form 1 to 6 in Appendix-I.
- ii. The bidder shall prepare the electronic copy of their proposal (in PDF format) and upload the same on the auction portal of HSIIDC (<https://hsiidc.bidx.in>). The proposals must be submitted within the timelines specified in schedule of e-auction along with a non- refundable processing fee of INR 5,00,000/- for each application.
- iii. The HSIIDC will evaluate only those proposals that are received in the required format and are complete in all respects. Incomplete bids shall be rejected.
- iv. Bidders are advised to submit their proposals well in time. The proposal, all correspondence and documents shall be written in English. In case of accompanying literature or brochures, etc. being in a language other than English, a certified translation should accompany the documents as part of the proposal. All proposals and accompanying documentation will become the property of the HSIIDC and will not be returned. The bidders should submit their proposal considering the server time displayed on the portal. The server time is the time by which the proposal submission activity will be allowed till the permissible time on the last/end date of submission of pre-qualification proposals indicated in the bid document. Once the proposal submission date and time is over, the bidders cannot submit their proposal.
- v. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- vi. The HSIIDC reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the Bid Document. Failure of the HSIIDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the HSIIDC there under.
- vii. In case it is found at any time, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, HSIIDC shall have the right to cancel the bid and forfeit whole or any part of the amount paid.
- viii. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the Bid Document. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- ix. The Pre-Qualification Proposal shall be signed by the authorized signatory of the Bidder(s). All pages of the Proposal must be numbered and initialed by in indelible ink by the person or persons signing the Proposal.

Form 1: Letter of Application and Interest

(To be signed and submitted by the Bidder's authorized signatory on the Letter head of the bidder)

To,
Managing Director,
Haryana State Industrial and Infrastructure Development Corporation Limited,
C13-14, Sector 6, Panchkula-134109,
Haryana

Subject: Bid Document for e-auction of _____ acre site/plot within Global City,
Gurugram

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (herein the applicant), and having studied and duly understood all the information provided in the bid document, the undersigned hereby applies as a bidder for cited subject according to the terms & conditions of the bid document made by HSIIDC.
2. Our proposal is as per the requisite format along with the supporting documents, duly filled and signed on each page and enclosed as specified in the bid document.
3. Haryana State Industrial & Infrastructure Development Corporation Limited (HSIIDC) and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial aspect. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to for the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the funding resources, experience and competence of the applicant.
4. HSIIDC and its authorized representatives may correspond / contact the bidder in connection with our bid:
Name of the person(s):
Complete address with PIN code :
Phone:
Mobile:
Email:
Fax:
5. This application is made with full understanding that
 - a. HSIIDC reserves the right to reject or accept any Bid /Proposal, cancel the bidding process, and /or reject all bids.
 - b. HSIIDC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
6. We, the undersigned declare that the statements made and the information provided in the duly completed forms enclosed, as complete, true and correct in every detail.

7. We, hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this bid document and project related information as required. We have also visited the project site and have made our own due diligence and assessment regarding the Project.
8. We agree to keep our proposal valid for 180 (One Hundred Eighty) days from the Proposal Due Date and not to make any modifications in terms and conditions not acceptable to HSIIDC. Should this proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Form 2: Details of Bidder

Note: Details to be filled up by each firm, whether applying individually or as a member of a Consortium

1.1	State whether applying as Sole Firm or Member of a Consortium:	
	Name of the Bidding Entity (in case of Consortium, name of the combined bidding entity must be provided)	
Details of Sole Firm or Member of a Consortium		
1.2	Name of Firm	
	Legal status (e.g. Sole Proprietary, Registered Partnership Firm, Registered LLP or Registered Company etc.) <i>Note: Relevant supporting documents to be attached</i>	
	Country of Incorporation	
	Registered Address	
	Year of Incorporation	
	Year of commencement of business	
	Principal place of business	
	Brief description of the firm including details of its main lines of business	
Details of Authorized Signatory		
1.3	Name	
	Designation	
	Company	
	Address	
	Phone No.:	
	E-Mail Address	
If the Applicant is Member of a Consortium, state the following:		
1.4	Is the Firm the lead member of Consortium?	
	Equity Share in Consortium etc.	
	Role in the Consortium	
Financial Information		
1.5	Net Worth in INR as on 31 st March 2022 <i>* Certificate from Statutory Auditor showcasing proof of net worth needs to be attached as supporting document</i>	
	Average Annual Turnover in INR in last 5 years ending 31 st March 2022	
	Average Profit After Tax in INR in last 5 years ending 31 st March 2022	
	Detailed Shareholding Pattern of the Firm	
Other Details		
1.6	In case of non-Indian Firm, does the Firm have business presence in India?	
	If the firm has business presence in India, provide the office address(es) in India.	
	Any pending litigation, and details thereof?	

Signed
(Name of the Authorized Signatory)

For and on behalf of
(Name of the Bidder)

Designation:

Place:

Date:

To be enclosed:

1. Documents certifying Firm's legal status/Certificates of incorporation / registration (duly certified/notarized)

2. Latest brochures of the organization (duly certified/notarized, wherever possible).
3. Audited financial statements and CA certificate on net worth
4. Annual Reports

Form 3: Affidavit

(To be given separately by each Consortium member in case of a Consortium or otherwise by the Single Bidder on a Stamp paper of INR 100)

I, _____, s/o _____ resident of _____, the _____ (insert designation) of the _____ (insert name of the Single bidder/ Consortium), do solemnly affirm and state as follows:

1. That I am the authorized signatory of _____ (insert name of Single bidder/ Consortium Member) (hereinafter referred to as " Bidder / Consortium Member") and I am duly authorized by the Bidder organization / Consortium Member to swear and depose the Affidavit on behalf of the Bidder organization/ Consortium Member.
2. That I have submitted information with respect to our eligibility for the Bid Document for the E- Auction of _____ Acre site/plot at Global City in Gurugram (hereinafter referred to as " project") and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. That, we hereby also authorize and request any bank, authority, person or firm to furnish any information which may be requested by Haryana State Industrial and Infrastructure Development Corporation Ltd. (HSIIDC) to verify our credentials/ information provided by us under this bid document and as may be deemed necessary.
4. That if at any point of time, in case HSIIDC requests for any further/ additional information regarding our financial capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of HSIIDC.
5. That, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid document shall render us disqualified from bidding / auction process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. That we are fully competent to participate in the said bidding / auction and all the terms and conditions of the Bid Document have been duly compiled with.

DEPONENT

VERIFICATION:

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at _____, on this _____ day of _____, 2022.

DEPONENT

(Name, Designation and Address)

Form 4: Format for Power of Attorney

Know all men by these presents ,we/I _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr/ Ms _____(name and residential address)as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid /Proposal for the project envisaging e- auction of _____ Acre site/plot in Global City in Gurugram in Haryana, in the country of India, including signing and submission of all documents and providing information /responses to Haryana State infrastructure & Industrial Development Corporation Ltd. (HSIIDC), representing us in all matters before the HSIIDC and generally dealing with the HSIIDC in all matters in connection with our Bid /Proposal for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For _____

Accepted

_____(Signature)

(Name, Title and address) of the Attorney

Note:

The mode of execution of the Power of Attorney shall 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.

Form 5: Format for Power of Attorney by Consortium Members in favor of lead member

TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for the auction of ____ acre site/plot at Global City in Gurugram (the "project ") as member of _____ (name of Consortium/SPV). We, _____ (name of authorizing company/ agency), a _____ incorporated under the laws of _____, the registered address of which is _____, do hereby irrevocably, designate, nominate, constitute, appoint and authorize _____ having its registered office at _____ to lawfully represent and act on our behalf as the lead member of the Consortium to sign any qualification statement, proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all the necessary matters in connection with the project. We hereby confirm that we are jointly and severally liable, together with the other members of the Consortium, to the Haryana State Industrial and Infrastructure Development Corporation Ltd. (HSIIDC) for all the obligations of the Consortium in respect of our qualification statement in accordance with the Bid Document for the project issued on _____ and as amended prior to date hereof.

We hereby ratify and confirm that all acts done by our said attorney _____ (name of the lead member) shall be binding on us as if the same has been done by us personally.

We hereby also ratify and confirm that if we are selected as a Successful Bidder, the Lead Member of the Consortium shall sign all documents on behalf of the Consortium and all the Consortium members shall be jointly and severally liable towards the Project.

IN WITNESS WHEREOF, we have hereunto set our respective hands this _____ day of _____ 2022 in the presence of the following witnesses

Witness 1
Signature _____

Witness 2
Signature _____

Name _____
Address _____

Name _____
Address _____

By _____ (the authorizing Company)
Signature _____ (Signature of authorized signing officer)

Name _____ (Name of Authorized signing officer)
Title _____ (Title of Authorized signing officer)

Form 6: Draft JV/Consortium Agreement
(To be made on stamp paper of requisite value and notarized)

This Consortium Agreement (the "AGREEMENT") made at _____ on this day _____(year)

BY AND BETWEEN

M/s _____ (Lead Member of Consortium), a _____ incorporated under _____ (name of the relevant act /law of under which registered in the country of registration) and having its registered office at _____ (hereinafter referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the ONE PART;

AND

M/s _____ (Consortium Member 2), a _____ incorporated under the _____ (name of the relevant act /law of under which registered in the country of registration) and having its registered office at _____ (hereinafter referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the SECOND PART;

(_____ and _____ shall be individually referred to as the "Party " and jointly referred to as the "Parties" or "Consortium Members")

AND

M/s _____ (Consortium Member 3), a _____ incorporated under the _____ (name of the relevant act /law of under which registered in the country of registration) and having its registered office at _____ (hereinafter referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the THIRD PART;

(_____ and _____ shall be individually referred to as the "Party " and jointly referred to as the "Parties" or "Consortium Members")

WHEREAS:

- A. The Haryana State Industrial and Infrastructure Development Corporation Ltd. (hereinafter referred to as the "HSIIDC"), invited Bids/ Proposals for the auction of _____ acre site/plot at Global City, Gurugram (hereinafter referred to as the "project").

- B. M/s _____ and M/s _____ and M/s _____ have agreed to consolidate their resources and experience, and apply jointly as a Consortium (hereinafter referred to as "Consortium"), vide this Consortium Agreement, for the purpose of executing the project as per the provision of Bid Document (hereinafter referred to as the "Bid Document")
- C. M/s _____ and M/s _____ and M/s _____ have therefore agreed to enter into this Consortium agreement in respect of the submission of the Bid /Proposal for the Project on that on the terms set out below.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The recital herein contained shall constitute an integral and operative part of this AGREEMENT.
2. The parties hereto agree to consolidate the resources and hereby form a Consortium to jointly prepare, submit and bid for the Project, which has financing and commercial benefits, as detailed in the Bid Document issued by HSIIDC for the implementation /execution and completion of the Project .
3. The party hereto agree that _____ shall be the Lead Member and _____ and _____ shall be the Consortium member of the Consortium
4. The parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. _____ (Lead Member) shall be authorized to act on behalf of the Consortium as a representative for implementation/ execution and completion of the Project and shall hold at least 50% equity stake. _____ undertakes that it has the necessary qualification to fulfil financial capability criteria for the Project as detailed in the Bid Document.
5. The parties hereby undertake that in the event that the Consortium is declared the Successful Bidder, it shall incorporate a Special Purpose Vehicle ("SPV") under the Indian Companies Act, 2013 for performing all the obligations of the Project
6. The parties hereby undertake that in the event that the Consortium is declared the Successful Bidder, the Consortium shall submit the duly signed and verified acceptance performa with HSIIDC.
7. _____ and _____ and _____ shall be jointly and severally liable for the "Project" in accordance with the terms of the Bid Document. It is further unanimously agreed by and between the Parties that the Lead Member along with other Consortium Members shall;-
 - a. Coordinate the day-to-day activities of the Consortium.
 - b. Undertake to be jointly and severally liable/ responsible for all the obligations and liabilities relating to the Project, in accordance with the terms of the Bid Document and the Conveyance Deed with HSIIDC; and
 - c. Complete all works assigned under the Bid Document (including execution and registration of Conveyance Deed) within the time period stipulated in the Bid Document.

8. The role and responsibility of each Party for the " Project" shall be as follows:

Name of the Member	Type of Member	Minimum Equity Stake to be held at all times	Role & Responsibility
	Consortium Member 1(Lead Member)		
	Consortium Member 2		
	Consortium Member 3		

9. Confidentiality - All information, documents etc. exchanged between the Parties related to this agreement or the preparation of any bid for the performance of the Project shall remain confidential and shall not be revealed to the third parties for a certain time period to be agreed upon. Unless otherwise required by law, the parties undertake not to disclose to any third party or any else and/ or use any information, without prior consent of the other party.
10. Terms and duration - This agreement shall come into effect on the date of submission of the Bid /Proposal for the Project. This agreement can be terminated only when Consortium's bid for the Project is conclusively rejected by HSIIDC.
11. Cost/ Expenses - All out-of-pocket expenses /costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each party shall pay and bear their own advocated/ solicitors fees in the preparation of this Agreement.
12. Governing Law - This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.
13. Settlement of disputes- any disputes arising out of this agreement shall be amicably settled by the authorized representatives of the Parties, failing with any such disputes shall be resolved by Arbitration, in accordance with the Arbitration and Conciliation Act ,1996, by one or more Arbitrators appointed in accordance with the said Act. This clause shall survive the termination of the Agreement.
14. Language of arbitration shall be English. The venue of the Arbitration proceedings shall be in Panchkula, Haryana, India. The Parties jointly and severally undertake that the Project shall not be affected during the dispute or the settlement of dispute(s) period.
15. The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.
16. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to a reasonable advocates /solicitors' fees and cost incurred in the resolution of such dispute.
17. Amendments -This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from HSIIDC.

18. Notices- Any notices, requests, demands or any communication from any party to the other party under this Agreement shall be by Registered /Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform HSIIDC and other Parties/ Consortium Members for any such change.

19. Language- The official language of this agreement and all future agreement shall be English.

20. Assignment - None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of HSIIDC.

21. Entire agreement-This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and the year first mention above written.

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

Witness: 1. _____

2. _____

Annexure 2: Global City Master Plan

