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**Bid Document/Brochure  
(School Site PSP1.A – 4.84 Acres)  
Global City, Gurugram**

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**[Through auction on https://hsiidc.bidx.in](https://hsiidc.bidx.in)**

**Haryana State Industrial & Infrastructure Development Corporation Limited**

**Regd. Office:** C-13 & 14, Sector-6, Panchkula, Ph. 0172-2590481-83 Fax: 2590474

**Delhi Office:** C-8, Baba Kharak Singh Marg, Ph- 011-23347680-81-82

**Gurugram Office:** HSIIDC, Udyog Vihar, Phase-V, Gurugram Ph. 0124-2342612, 2342988, 2346764

**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](mailto: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
Date of Pre-Bid Meeting	Details shall be uploaded on <a href="https://hsiidc.org.in/">https://hsiidc.org.in/</a> and <a href="https://globalcitygurugram.in/">https://globalcitygurugram.in/</a>
Last Date of submission of pre-bid queries	<a href="https://globalcitygurugram.in/">https://globalcitygurugram.in/</a>
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	<a href="mailto:Pradeep.kad@icicibank.com">Pradeep.kad@icicibank.com</a>	
Sneha Ega	<a href="mailto:Sn.s@icicibank.com">Sn.s@icicibank.com</a>	022-61376752
Suraj Vihire	<a href="mailto:Suraj.vihire@icicibank.com">Suraj.vihire@icicibank.com</a>	022-61376644
Sushil Kumar Gupta	<a href="mailto:Sushilkumar.gupta@icicibank.com">Sushilkumar.gupta@icicibank.com</a>	
Prajakta Gaikwad	<a href="mailto:Gaikwad.prajakta@icicibank.com">Gaikwad.prajakta@icicibank.com</a>	022-61376740

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.

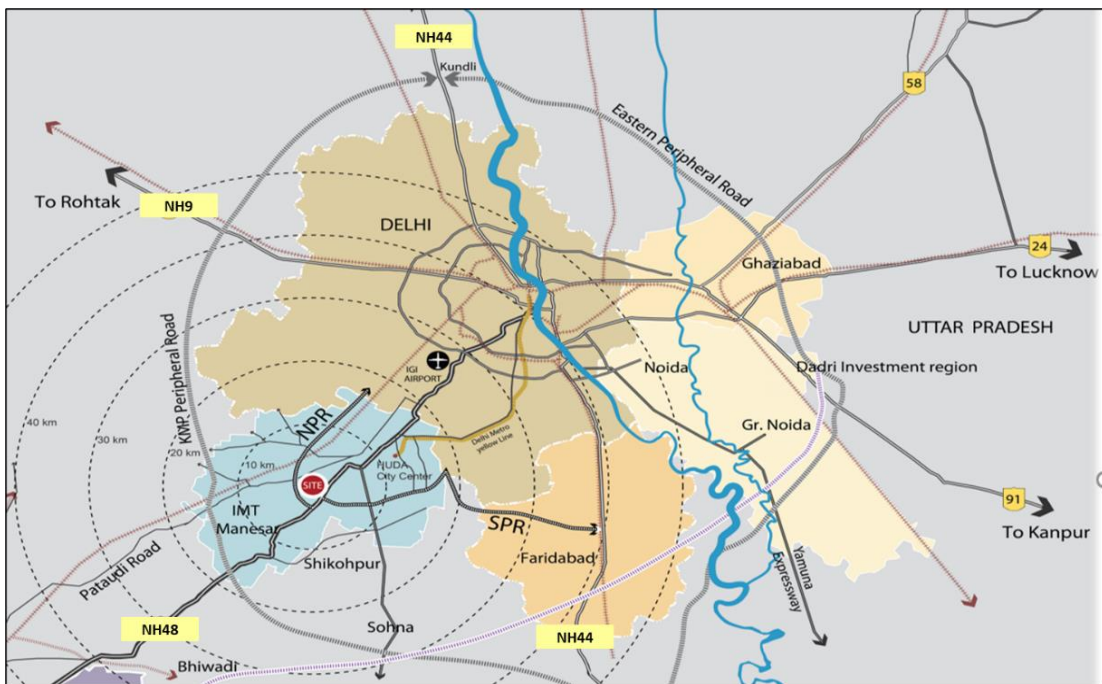
**A. Detail of the Site:**

**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.



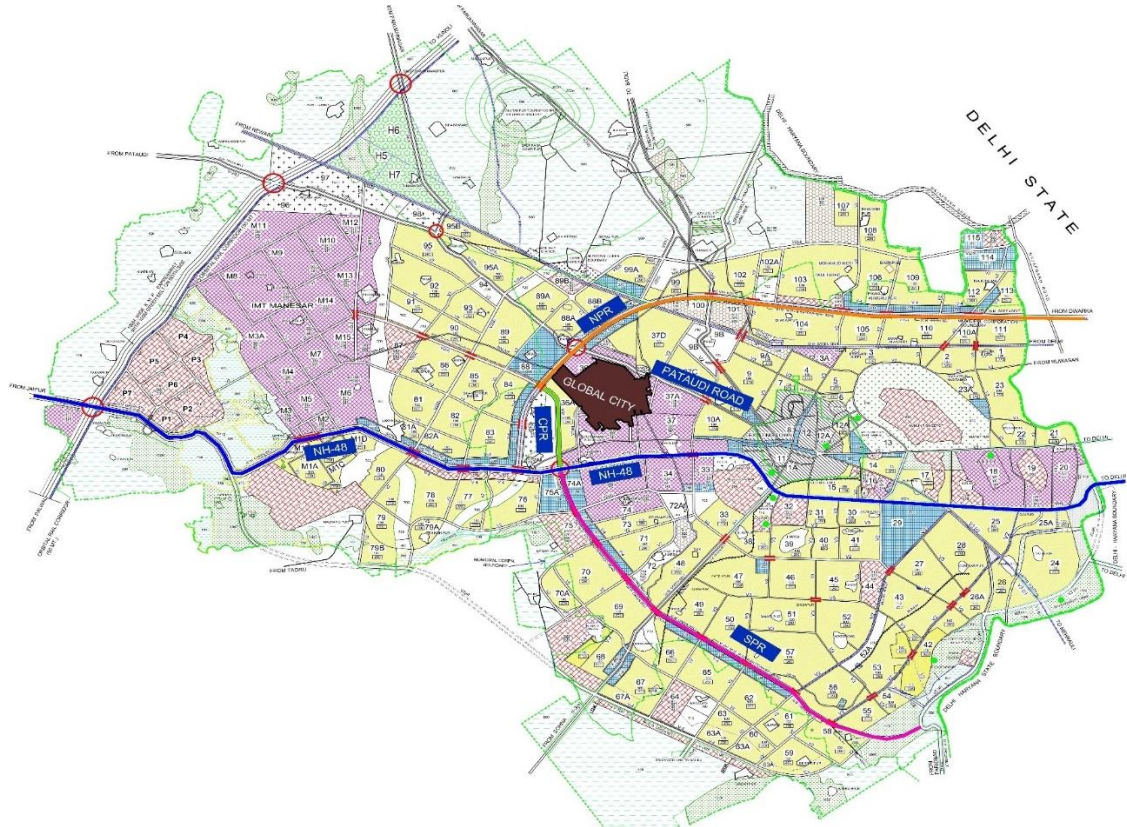
*Figure 1: Site Location*

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 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.)
PSP1.A	4.84	1.50	56,500	110.69

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.

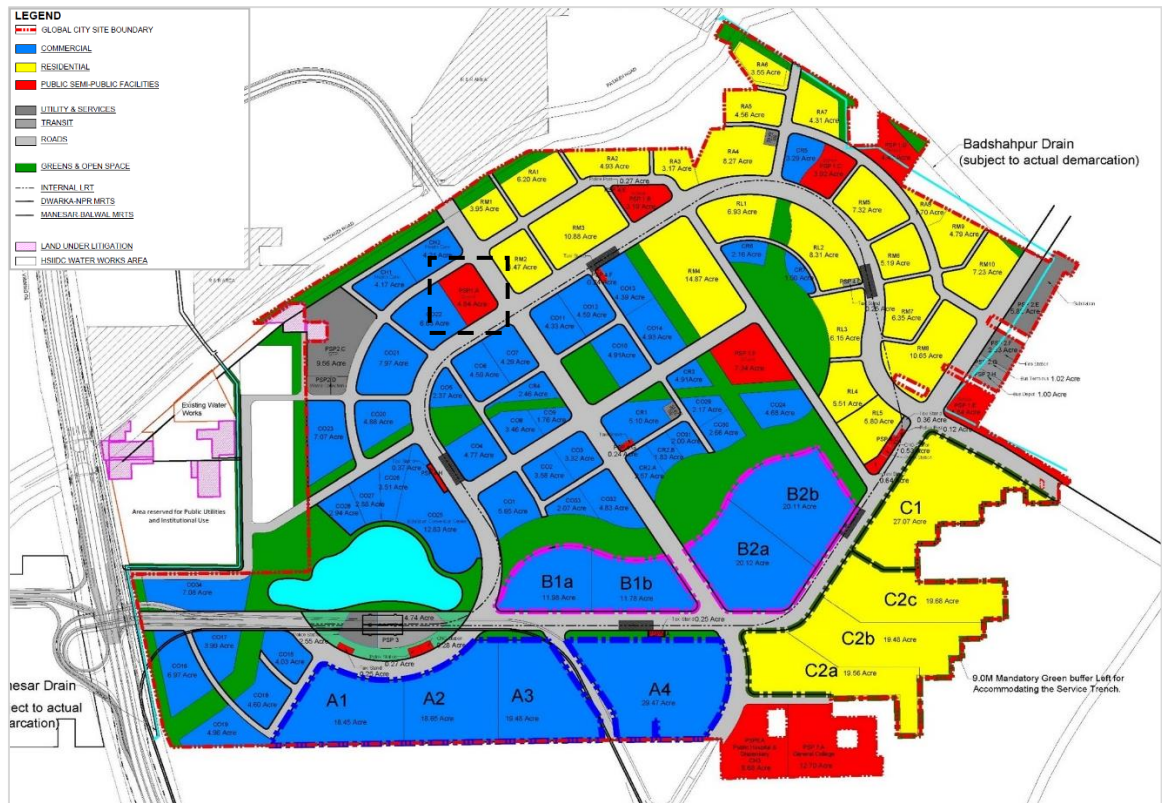


Figure 3: Land Parcel for Auction

**5. Infrastructure:**

HSIIDC shall develop the trunk infrastructure for the Global City 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. The land use norms for the land parcel are as detailed below:

Site Details		FAR	Permissible Built-Up Area (sqm)
Parcel	(Area)		
PSP1.A	4.84	1.50	29,352

- ii. The size of the plot/site is tentative and subject to actual demarcation at the time of physical possession.
- iii. Permissible ground coverage and building norms shall be as specified in the Haryana Building Code, as amended from time to time.
- iv. No sub-division or fragmentation of the site shall be allowed.
- v. 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.
- vi. 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

**B. Eligibility for Participation:**

1. Only Societies/Trusts/ Company incorporated under Section 8 of Companies Act, 2013 are eligible to participate. Consortium/ Joint ventures shall not be permitted.
2. The Bidder should be legally competent to enter a contract as per prevailing Indian laws.

**C. Pre-Bid Meeting**

1. 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/>.

**D. Registration, E-Auction and Selection 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 5% of the Reserve Price. Additionally, the applicant/ Bidder shall also be required to deposit non- refundable processing fee of INR 50,000/- 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 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 must complete the registration process, submit the EMD, deposit the processing fees etc. as per the timelines specified in the schedule of e-auction on Page 2 of the Bid Document.
6. Registered bidders shall thereafter participate in the e-auction for the subject plot/site with the price of the plot/site being the bid variable. The Bidder quoting the highest bid price (above the reserve price), shall be declared as the successful bidder.
7. The e-auction shall proceed as follows:
  - i. E-Auction shall start with the original Reserve price of INR 56,500 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 5% 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 seven days of communication of acceptance of bid by HSIIDC, failing which 5% 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
8. 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.
  9. The intending bidder may refer the User Manual available on website i.e. <https://hsiidc.bidx.in> for detailed information on the registration process.
  10. 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.
  11. 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 5% 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 7 days (168 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 7 days (168 hours), it's 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 Society/Trust/Company etc., the bidder shall furnish the certified copies of PAN Card, Board Resolution/Authorization in favor of the person making the bid along with the certified copy of Memorandum of Association and Articles of Association of Company/ Society registration certificate and bylaws along with list of management committee/ Trust Deed, 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. In case of a company, CA certificate of shareholding pattern of the Company along-with certificate of incorporation 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 7 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 30 days from the date of issue of the RLA. Along-with the letter of acceptance, the successful bidder shall also be required to deposit an additional amount equivalent to 15% of the Bid Quote Price to HSIIDC as per prescribed procedure, so as to make a cumulative payment of 25% of the Bid Quote Price, after including the 10% payment deposited earlier. The amount towards 15% of the Bid Quote Price shall be payable by the successful bidder within a period of 30 days from the date of issuance of RLA, further extendable by 30 days after obtaining specific written approval from HSIIDC, with interest thereon @ 6% per annum above the prevailing State Bank of India's 1 year tenor MCLR for the extended period. In case of failure of the successful bidder to submit the Letter of Acceptance and deposit 15% payment within the stipulated period of 60 days, the allotment shall automatically stand cancelled and 10% of the bid quote price deposited earlier shall stand forfeited.
6. The balance payment of 75% 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 90 days from the date of issue of RLA
    - i. Instalment 1: The first installment, equivalent to 25% of the total bid quote price, without any interest, shall be payable within 60 days from the date of issue of RLA
    - ii. Instalment 2: The balance payment of 50% of the bid quote price shall be payable in lumpsum, without any interest, within 90 days from the date of issue of RLA.

In the event of full payment of site/plot cost within 45 days from date of issuance of RLA (date of issuance of RLA to be excluded), the allottee shall be entitled to a rebate of 10% on the overall site/plot cost or 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 75% of the bid quote price period shall be deposited in 7 annual installments as depicted below:

<b>Instalment No.</b>	<b>% of Bid Quote Price</b>	<b>Timeline for Payment</b>	<b>Cumulative % of Bid Quote Price Paid</b>
1	15%	Within 360 days from issuance of RLA	40%
2	10%	Within 720 days from issuance of RLA	50%
3	10%	Within 1080 days from issuance of RLA	60%
4	10%	Within 1440 days from issuance of RLA	70%
5	10%	Within 1800 days from issuance of RLA	80%
6	10%	Within 2160 days from issuance of RLA	90%
7	10%	Within 2520 days from issuance of RLA	100%

Each of the above 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. 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.

7. Other Conditions

- i. The due date for payment of any installment under Option 1 or 2 as described in section E(6) above 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.

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

- ii. 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.
  - iii. For the purposes of this bid document, one month shall be considered as equivalent to 30 days.
  - iv. 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
8. 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.
9. The physical possession of the site/plot shall be offered after completion of minimum infrastructure facilities as detailed under Section E(8) but shall be handed over/ delivered only after submission of letter of acceptance against the RLA, and deposit of 15% of the Bid Quote Price (so as to make a cumulative payment of 25% of the Bid Quote Price) to HSIIDC as described under Section E(5).
10. 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 (8). In such a case, the allottee can request for taking physical possession of the entire plot/site at an early stage, i.e. before completion of basic infrastructure amenities and before formal

offer of possession of the plot/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 entire plot/site to the allottee upon receipt of a request from it to this effect, submission of letter of acceptance and deposit of 15% of the Bid Quote Price (so as to make a cumulative payment of 25% of the Bid Quote Price) to HSIIDC as described under Section E(5).

As an incentive to such an allottee, interest shall not be charged from it on the outstanding amount till such time HSIIDC formally offers the possession on completion of basic infrastructure facilities; but in case of any default in payment of instalments on due dates, delayed interest as per provisions of Clause E(7) will be charged on the amount of default for the period of default. Further, the period for fulfilment of all obligations/conditions qua implementation of the project by the allottee shall count from the date of formal offer of possession of the plot by the Corporation after completion of basic infrastructure facilities.

11. The Conveyance Deed containing the terms and conditions in consonance with those contained in this Bid Document, Regular Letter of Allotment (RLA), Agreement, provisions of the Estate Management Procedures – 2015 (EMP) of HSIIDC, as amended from time to time, and other policy guidelines shall have to be got executed by the allottee within the prescribed time on payment of entire consideration money together with interest and other amount, if any, due to HSIIDC on account of sale of the plot in the prescribed form and in such manner as may be directed by HSIIDC, failing which penalty as prescribed by HSIIDC/ State Government shall be payable by the allottee. The stamp duty, registration charges and other applicable taxes on execution and registration of the Conveyance Deed shall be borne and paid the allottee.

**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](mailto: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. The bids shall be unconditional, unqualified, firm and valid. Any condition or qualification or any other stipulation contained in the bid shall render the bid liable to rejection as a non-responsive bid.
5. 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.
6. 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 auction process, HSIIDC shall have the right to cancel the bid and forfeit whole or any part of the amount paid.
7. 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.
8. 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.
9. The EMD of the successful bidder shall be retained towards part sale consideration.
10. 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.
11. The site is being auctioned on, 'as is where is basis'. HSIIDC shall not be responsible for leveling of uneven sites.
12. 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.
13. The successful bidder shall comply with all the applicable Laws/Rules & Regulations for development of the site including Haryana Building Code 2017 and rules made thereunder and as amended from time to time for such sites.
14. The successful bidder will have to provide adequate parking space within its site/plot boundary and no parking shall be allowed outside the site or on the road(s).

15. The successful bidder shall have to pay all general and local taxes, rates or cess imposed or assessed on the said plot/site by the competent authority
16. The permission for category of school to be run shall be as per the norms of the State Govt./ competent authority. The successful bidder will be required to abide by the Govt. guidelines issued from time to time applicable for such sites.
17. **Project Implementation Period:**
  - i. The successful bidder will have to complete the construction of covered area as per its project report (the minimum covered area should be 25% of the total permissible covered area), obtain occupation certificate and start operations within 5 years from the date of offer of possession of the plot/site, after getting the plans approved by the Competent Authority.
  - ii. In case the successful bidder fails to complete construction of 25% of the permissible covered area within a period of 5 years from the date of offer of possession of the plot/site, the successful bidder shall be entitled to further extension of permissible period of construction by three years, on year on year basis, on payment of extension fees as detailed in the Estate Management Procedures -2015 (EMP) of HSIIDC for Institutional Sites, as amended from time to time.
  - iii. In case of non-completion of stipulated construction as specified above within the available/ extended period, the same shall be treated as violation of terms of allotment and the plot/site shall be liable for resumption.
18. HSIIDC is auctioning this School Site for setting up and running an institution and thereby contributing to the overall economic activity in the State. In case the successful bidder does not continue to remain in operation and the operations gets held up, HSIIDC shall issue a notice to the allottee/ successful bidder to restart the activities within a period of three months.
19. 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.
20. The successful bidder 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.
21. **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 successful bidder on actual operation and maintenance cost incurred basis in proportion of actual built-up area share.
22. **Resumption of Site:**
  - i. The entire site/plot allotted by the Corporation shall be resumed in case of non-payment of instalments/dues/ transfer fees/penalties or any other charges imposed by the Corporation or violation of terms and conditions of the RLA/ Agreement after giving opportunity of personal hearing.
  - 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 Corporation may get the cost of construction of the building assessed from approved Valuer/ Chartered Engineer and pay this amount to the erstwhile allottee.
  - 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.
23. **Mortgage:** The allottee may, with the prior written permission of HSIIDC, mortgage the entire site/plot after complete payment, including applicable interest and other dues has been made and conveyance deed has been executed. 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 Site/Plot by the bank/FI for recovery of its dues, the Bank/auction purchaser who purchases the Site/Plot in auction from bank/FI 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. Such auction purchaser shall utilize the plot/site/premises for permissible activities only and in case the project was not completed by the previous allottee, the auction purchaser shall be required to complete its project within two years of re-allotment of plot/site in its favor, failing which the provisions relating to grant of extension as provided in Clause F(18) shall be applicable. Moreover, all building violations shall be the sole responsibility of the new buyer.
24. **Transfer of Site:** The successful bidder shall be eligible to transfer the site/plot after obtaining prior permission from the Corporation and upon full payment of the entire sale consideration of the plot / site along-with applicable dues/charges, obtaining of occupation certificate (after construction of 25% of the permissible covered area), commencement of operations and execution of the conveyance deed. Transfer fee as stated in EMP-2015 of HSIIDC for Institutional Sites, or as amended from time to time, shall be applicable.
25. **Surrender of Site:** The provisions for surrender of site/plot as per EMP-2015 of HSIIDC for Institutional Sites, or as amended from time to time, shall be applicable.
26. While handing over physical possession of plot, in case, the actual area of the plot/site 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.

27. The site shall continue to belong to the HSIIDC until the entire consideration money together with interest and other amount due to HSIIDC on account of sale of site is paid and deed of conveyance in favor of successful bidder/allottee is executed.
28. 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.
29. 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.
30. HSIIDC shall be corresponding with the bidder on the correspondence address given by it in its application. 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.
31. All the terms & conditions as applicable for Institutional sites/plots contained in Estate Management Procedures, 2015 (EMP) of HSIIDC, as amended from time to time will be applicable for this plot unless otherwise specified in this document.
32. **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.
33. **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-1**.

**Annexure 1: Global City Master Plan**

